

ILLINOIS FOP
LABOR COUNCIL
and
VILLAGE OF LAKE BLUFF
Sworn Police Sergeants

May 1, 2014 - April 30, 2017

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INTRODUCTION

This Labor Agreement is voluntarily entered into by and between the Village of Lake Bluff, Illinois, hereinafter also referred to as the "Village" and the Illinois Fraternal Order of Police, Labor Council hereinafter also referred to as the "Union" or "Labor Council", or "Council" as the exclusive collective bargaining agent for the employees of the Village of Lake Bluff who are described in the collective bargaining unit described herein.

PREAMBLE

The Union, having been certified by the Illinois Labor Relations Board, August 6, 2014 (S-RC-14-097) as collective bargaining agent for all sworn Police Sergeants employed by the Village (other than the Commander(s), and the Village, having voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting certain relations between them, and the intention of the parties to this Labor Agreement being to provide for the appropriate wage structure, hours of employment, working conditions and benefits, and orderly and expeditious grievance procedure, all as set forth herein, the parties therefore agree to the following:

ARTICLE 1 RECOGNITION AND REPRESENTATION

Section 1.1 Exclusive Agent

The Village recognizes the Union as the sole and exclusive bargaining agent for all Sworn Police Sergeants, excluding all sworn Officers below the rank of Sergeant, Police Commanders and other sworn Officers above the rank of Sergeant, Managerial and Supervisory employees employed with the Village of Lake Bluff.

Section 1.2 Membership

As used herein, the term "sworn Police Sergeants" shall refer to all those persons included in the collective bargaining unit described above.

Section 1.3 Probationary Period

The probationary period for all employees hired or promoted to a position in this bargaining unit shall normally be six (6) months. The Chief may extend the probationary period for an additional six (6) month period after providing written notice to the Union and the affected Sergeant with a brief explanation of the reason for the extension. During the probationary period, employees shall be entitled to all benefits (except where specifically stated) provided for in this Labor 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 Sergeants. Upon successful completion of the probationary period, a Sergeant shall acquire seniority, which shall be retroactive to the individuals' last date of hire with the Village in the position covered by this Labor Agreement.

Section 1.4 New Sergeants

The Village agrees to notify the Union of the hiring or promotion of all new sworn Police Sergeants, whose job classifications are covered by this Labor Agreement within ten (10) working days of the date of promotion to the position of Sergeant.

ARTICLE 2 NON-DISCRIMINATION

Section 2.1 Equal Employment Opportunity

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

Section 2.2 Non-Discrimination

Neither the Village nor the Union shall discriminate against any employee because of race, creed, color, national origin, sex, or physical or mental disability as defined by the Americans with Disabilities Act or other legally protected categories. Complaints or charges of discrimination under Article 2 shall not be subject to the grievance and arbitration Article of this Labor Agreement.

Section 2.3 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 3 DUES DEDUCTION. FAIR SHARE & INDEMNIFICATION

Section 3.1 Dues Check Off

The Village shall deduct Union dues from the salary of each employee covered by this Labor Agreement in amounts as determined by the Union, and shall promptly transmit such funds to the Union, provided the amounts to be deducted shall be uniform for each Union member and provided the deduction is authorized in writing, Appendix A Dues Authorization by the member. Union dues shall be deducted from the salaries of employees and transmitted to the Illinois FOP Labor Council at 974 Clocktower Drive, Springfield, IL 62704-1304 within thirty (30) days after the deductions have been made.

Section 3.2 Fair-Share

For any employee who chooses not to become a member of the Union and have the standard and ordinary Union dues deducted from the covered member's salary, the Union shall provide the Village with written notice to regularly deduct a fair-share fee from the salary of such employee and to transmit this fair share fee to the Union. The Union will provide the Village with such notice within thirty (30) calendar days after it learns a particular employee chooses not to maintain full membership in the Union. Such Fair-Share fee will be established by the Union under the terms and conditions of legislation governing the fair share alternative and the

established fee shall not exceed the amount of regular Union dues paid by members of the Union.

Section 3.3 Indemnification

The Illinois Fraternal order of Police, Labor Council agrees to indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by 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 Village's 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.

Section 3.4 Union Representatives and Visitation

The Village recognizes the right of the Union to elect, appoint, or otherwise name up to two (2) Sworn Lake Bluff Police Sergeants as Stewards of the unit. The names of these two (2) Stewards shall be provided to the Lake Bluff Chief of Police or designee immediately upon the conclusion of the negotiation of this Labor Agreement. Any subsequent changes in the names of these unit Stewards shall also be provided to the Chief of Police or designee in writing as such changes occur. Stewards shall not conduct Union business during regular working hours except with the permission of the Chief of Police or designee.

Also, the Village recognizes the right of the Union to send Labor Council representatives to the police department, for purposes for the administration, investigations and processing provisions of the Labor Agreement. Attendance will be subject to reasonable prior notice and approval of the Chief (or designee in his absence), which approval will not be unreasonably withheld or denied. Such visits shall not interfere with normal police department functions or any necessary police activities.

The Village shall grant a reasonable amount of paid release time for up to two (2) Union members to participate in contract negotiations at agreed upon joint meetings scheduled during the employee's normal working hours, provided it does not interfere with normal police department duties. Any pay under this Section shall only be provided in the event the Union member was regularly scheduled to work during the agreed upon times of the contract negotiations. Upon request, the Village agrees to provide the Union with employee information in accordance with Public Act 94-472, or as amended.

ARTICLE 4 NO STRIKE - NO LOCKOUT

Section 4.1 No Strike

Neither the Union nor any Sergeants or agents of Sergeants covered by this Labor 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 Sergeants who violate any of the provisions of this Article may be discharged or otherwise

disciplined by the Village. Each Sergeant who holds the position of Sergeant 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 Article, the Union agrees to inform its members of their obligations under this Labor Agreement and to direct them to return to work.

Section 4.2 No Lockout

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

Section 4.3 Penalty

The only matter that may be made the subject of a grievance and arbitration procedure concerning disciplinary action imposed for an alleged violation of Section 4.1 is whether or not the Sergeant 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 4.4 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 5 EMPLOYEE RIGHTS

Section 5.1 Public Information

The Employer agrees to comply with the applicable statutes or Acts governing public information.

Section 5.2 Observance of Statutory Requirements

The Employer will observe the provisions of the Uniform Peace Officer's Disciplinary Act (50 ILCS 725/1 et seq.) in conducting an interrogation of a covered member during a formal investigation of the covered member's alleged misconduct. As provided in the Act, the term "interrogation" does not include questioning (1) as part of an informal inquiry or (2) relating to minor infractions of agency rules which may be noted on the covered member's record but which may not in themselves result in removal, discharge or suspension in excess of three (3) days. The Employer will also observe the requirements of the Illinois Public Labor Relations Act 5 ILCS 315/1 et seq.), as construed by the Illinois State Labor Relations Board, regarding the right of a covered member to have Labor Council representation during an investigatory interview.

ARTICLE 6 EMPLOYEE SECURITY

Section 6.1 Just Cause Standard

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

Section 6.2 Fire and Police Commission

Any documented reprimands, suspensions, proposed terminations or other disciplinary actions brought by the Village, Police Chief or designee against any Sergeant covered by this Labor Agreement, shall not be considered valid unless the accused Sergeant or Sergeants and the Union have been provided with specific details of charges as well as the names of any and all witnesses who may be called to testify against the accused. Nothing will preclude either party from presenting additional witnesses if new information is presented. The parties recognize that the Fire and Police Commission of the Village has certain statutory authority over members covered by this Labor Agreement, including, but not limited to, the right to make, alter and enforce rules and regulations. Nothing in this Labor Agreement is intended in any way to replace or diminish the authority of the Fire and Police Commission, except that the parties have negotiated an alternative procedure based upon Article 11 Dispute Resolution and Grievance Procedure of this Labor Agreement and as expressed in this Labor Agreement per Article 11, with respect to the imposing of disciplinary action, appeal and/or review of disciplinary actions shall be in lieu of the Fire and Police Commission, and shall expressly supersede and preempt, any provisions that might otherwise be the Rules and Regulations of the Village's Fire and Police Commission to review, implement discipline or conduct an appeal of disciplinary actions imposed. The parties to the Labor Agreement have agreed the Chief of Police shall have the sole authority to impose disciplinary action up to and including termination for a non-probationary covered member for just cause and will not file charges with the Fire and Police Commission. Neither the Police Chief nor the Village, or their agents will file charges asking the Fire and Police Commission to review or impose discipline on any covered member; instead all such discipline shall be imposed by the Chief of Police and appealed per Article 11 Dispute Resolution and Grievance Procedure. Pursuant to Section 15 of the IPLRA and 65 ILCS § 10-2.1-17, the parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Labor Agreement. The parties agree the affected covered member may only appeal the disciplinary action imposed per Article 11 and no such appeal shall be available before the Fire and Police Commission.

Section 6.3 Disciplinary Sequence

The typical disciplinary sequence for any employee covered by this Labor Agreement generally will be: Verbal Warning; Written Warning, with a copy to the employee's personnel file; Suspension and/or dismissal. Disciplinary action, up to and including termination of employment, shall be for just cause. It is understood that the Village may skip any step(s) in the progressive discipline sequence and even dismissal may result as the first step in the disciplinary procedure depending on factors such as the circumstances, the Sergeant's overall record, and severity of the offense. Upon request, any Lake Bluff police Sergeant covered by this Labor Agreement is entitled to Labor Council 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 ask for a recess of the meeting for a reasonable period of time until Labor Council representation can be obtained before continuing with any such disciplinary meeting.

Section 6.4 Discipline and Dismissal

Suspension and/or dismissal of a sworn police Sergeant must be supported by just cause. Any Arbitrator shall have the authority to order restoration of employment, including full seniority rights, back wages, benefits and accruals of such and pension contributions by the Employer of a dismissed employee pursuant to this Section only if accompanied by a finding of a violation of the employee's substantive rights or other applicable obligations in the Labor Agreement. The Arbitrator and or any legal tribunal in such cases shall reduce any back pay award by any amount earned by the employee during the period the employee was not working for the Village and by any unemployment or other compensation payments earned or received during such period, except for any employee paid loss of income protection policy or benefit plan or legal defense program.

ARTICLE 7 LABOR MANAGEMENT COMMITTEE

At the request of either party, the Union and the Chief of Police or 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 Labor Agreement. The party requesting the meeting shall submit a written agenda of the items it wishes to be discussed as least seven (7) regular Village business working days prior to the date of the meeting.

ARTICLE 8 MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Labor Agreement, the Labor 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 Labor 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 Sergeants 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 Sergeants;
- 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 9 SENIORITY

Section 9.1 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 Sergeant 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 Labor Agreement. Seniority for the benefits and accrual of benefits shall be based on years of continuous employment with the Village of Lake

Bluff. Conflicts of seniority shall be determined on the basis of the order of the Sergeants on the Lake Bluff Police and Fire Commission's promotional list, with the Sergeant higher on the list being more senior.

Section 9.2 Loss of Seniority

An employee will lose his seniority when:

- a. The employee resigns, retires or quits;
- b. The employee is discharged (for just cause for a Sergeant who has successfully completed the probationary period) and such is not overturned by an Arbitrator;
- c. The employee fails to report to work within five (5) calendar days after the conclusion of an authorized leave of absence or vacation;
- d. 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;
- e. The employee is laid off and fails to report to work within fourteen (14) days after having been recalled;
- f. The employee is laid off for a period in excess of eighteen (18) months;
- g. The employee does not perform work for the Village (except for military service, disability pension, or a layoff where the Sergeant has recall rights, or an established work related injury compensated under workers' compensation for a period in excess of twelve (12) months.
- h. The Employer agrees that the covered member may present documentation to support the failure to comply with sub-sections: (c)-(d) and (e) if the Employer implements disciplinary action. Such documentation, if any, must be submitted within forty eight (48 hours) of Employer's request to be considered.

ARTICLE 10 LAYOFF AND RECALL

Section 10.1 Layoff

The Village, in its sole discretion, shall determine when and whether layoffs are necessary. If it is determined that layoffs are necessary, Sergeants covered by this Labor Agreement will be laid off in accordance with their length of service as a sworn officer with the Department 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' written notification (email is fine) to the Union.

Section 10.2 Recall

Sergeants who are laid off shall be placed on a recall list for a period of eighteen (18) months. If there is a recall, Sergeants 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. Sergeants 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 Sergeant by certified or registered mail with a copy to the Union, provided that the Sergeant must notify the Chief of Police or 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 Sergeant, it being the obligation and responsibility of the Sergeant to provide the Chief of Police or authorized designee with his/her current mailing address. A Sergeant who fails to timely respond to a recall notice shall have his/her name removed from the recall list.

ARTICLE 11 RESOLUTION AND GRIEVANCE PROCEDURE

Section 11.1 Definition

A "grievance" is defined as a dispute raised by a Sergeant and/or the Union against the Village involving an alleged violation of an express provision of this Labor Agreement. The parties recognize that the Lake Bluff Police and Fire Commission has and retains certain statutory authority over employees covered by this Labor Agreement, except as denoted in Article 6. Such authority shall not contradict the terms of this Labor Agreement. A reprimand may be grieved, but is not subject to arbitration.

Section 11.2 Representation

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

Section 11.3 Procedure

STEP 1: Any Sergeant who has a grievance or the Labor Council shall submit the grievance, Appendix B in writing to the Deputy Chief of Police (or designee). The grievance, (Appendix B) shall contain a statement of the facts, the provision or provisions of this Labor Agreement, which are alleged to have been violated, and the relief requested. 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 Sergeant, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance.

The Deputy Chief of Police (or designee) shall render a written response to the grievance within seven (7) business days after the grievance is presented to the Labor Council and grievant.

STEP 2: If the grievance is not settled at Step 1 and the Sergeant 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 of Police written response at Step 1 or the time limited to provide the written response.

The grievance shall specifically state the basis upon which the grievant and/or Labor Council believes the grievance was improperly denied at the previous step in the grievance procedure. The Chief of Police, or 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 designee shall provide a written 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 Sergeant or Union desires to appeal, it shall be referred by the Sergeant or Union in writing to the Village Administrator within seven (7) business days after receipt of the Chief of Police response at Step 2. Thereafter the Village Administrator or his designee or 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 Sergeant or Union's appeal, unless extended by the parties. If no agreement is reached, the Village Administrator or designee shall submit a written response to the grievant and the Union within seven (7) business days following the meeting.

Section 11.4 Arbitration

If the grievance is not settled in Step 3 and the Labor Council wishes to appeal the grievance to arbitration, as described below, within seven (7) business days of receipt of the Village Administrator's written response as provided to the Labor Council as Step 3 or the time limit to provide the written response.

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) business days, 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. The arbitrator shall be notified of the selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Village representatives. 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. The arbitrator shall submit a 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.

More than one (1) grievance may be submitted to the same arbitrator where both parties mutually agree in writing. 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 11.5 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 Labor 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 Labor Agreement, as well as determine an appropriate award, if any. Any decision of award of the Arbitrator rendered within the limitations of this Article 11 shall be final and binding upon the Village, the Union and the Sergeants covered by this Labor Agreement.

Section 11.6 Time Limit

If the grievance is not presented by the Sergeant or the Labor Council 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 response is not timely provided within the specific time limits, the aggrieved Sergeant 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 written agreement, (Appendix C) extend any of the time limits set forth in this Article 11.

ARTICLE 12 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 13 WAGES AND OTHER COMPENSATION

Section 13.1 Wages

		1-May-13	1-May-14	1-May-15	1-May-16
Step			2.50%	2.50%	2.50%
1	Start	\$88,688	\$90,905	\$93,178	\$95,507
2	After 1 Year:	\$90,248	\$92,504	\$94,817	\$97,187
3	After 2 Years:	\$92,280	\$94,587	\$96,952	\$99,375
4	After 3 Years:	\$94,587	\$96,952	\$99,375	\$101,860
5	After 4 Years:	\$97,412	\$99,847	\$102,343	\$104,902

Section 13.2 Jury Duty

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

Section 13.3 Mileage Allowance

The Village shall normally make available to any Sergeant engaged in Village business a Village owned vehicle. However, where circumstances require, the Chief of Police may authorize a Sergeant utilize a privately owned vehicle for Village business, and the Village will reimburse the Sergeant 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 thirty (30) miles from the Public Safety Building.

Section 13.4 Tuition Reimbursement

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

ARTICLE 14 HOURS OF WORK AND OVERTIME

Section 14.1 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 14.2 Normal Work Cycle

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

Section 14.3 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 of advance notice of such change to all Sergeants affected by such change. Sergeants will rotate on an annual basis. The rotational order shall proceed in a forward manner, i.e., from day shift to afternoon shift to midnight shift. However, Sergeants will be allowed to trade shifts among themselves even if this results in a Sergeant working the same shift assignment as the previous year(s). 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 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 or probationary Sergeants will be in inverse seniority order. For the purposes of implementation, the Sergeants will remain on their current shift and the rotational process will begin as of January 1, 2016.

The Union and Sergeants recognize that circumstances change from time to time during the term of Labor Agreement that give rise to a need to change hours of work or other working conditions due to the small size of the unit. If this occurs, the Chief of Police or designee will provide advance notice to the Union, except in the event of emergency or unanticipated business need of the Police Department or Village. The Village agrees to give a thirty (30) day notification to the

Union of any non-temporary changes in scheduling and the Village agrees to reopen and negotiate the impact that would be affected by this change in scheduling.

Section 14.4 Overtime Pay

Sergeants shall be paid at one and one-half (1+1/2) times their normal straight time hourly rate for all hours compensated in excess of the normal eight (8) hour day in the Sergeant's normal fourteen (14) day work cycle rounded to the nearest completed fifteen (15) minute segments with a minimum of fifteen (15) minutes if under fifteen (15) minutes are completed.

Section 14.5 Court Time

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

Section 14.6 Call Back or Call-In Pay

Sergeants 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 14.7 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 designee.

Section 14.8 No Pyramiding

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

ARTICLE 15 HOLIDAYS AND PERSONAL DAYS

Section 15.1 Holidays

Sergeants covered by this Labor Agreement shall receive eight (8) days off per calendar year, said days off to be scheduled under normal circumstances based upon the Sergeant's request and with the approval of the Chief of Police or designee. 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 Sergeant must work their 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 or designee. 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 five (5) days in advance.

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

For purposes of this Section, Sergeants who work on Memorial Day, Thanksgiving Day, and Christmas Day shall be paid time and one-half (1+1/2) 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 15.2 Personal Days

In addition to the above eight (8) holidays, Sergeants 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 designee (such approval will not be unreasonably denied).

ARTICLE 16 VACATION

Section 16.1 Vacation Eligibility

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

Length of Continuous Service	Working Days of Vacation Per Year
One (1) to Completion of Fourth (4th) Year	10 Days
Five (5) to Completion of Ninth (9th) Year	15 Days
Ten (10) Years to Completion of fourteenth (15) Year	20 Days

The calendar year will be divided into two (2) 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 Sergeants 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) Sergeant may be on vacation at the same time, regardless of shift, and no Sergeant may be on vacation during the week of July 4, unless approved by the Chief or designee. For the period of January through March, vacations will be chosen on a first come/first served 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. Sergeants may not take any part of the same period for time for vacation as they took the previous year as first pick, unless no other Sergeants pick that time. After all employees have made initial selections, the second round selections, also by seniority will be made. A second round selection cannot take priority over another employee's first round selection. After the second requests have been submitted, any Sergeants who have remaining accumulated vacation time may submit

an additional vacation request as long as it does not affect the minimum staffing requirements. This request is not subject to seniority.

Section 16.2 Vacation Week

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

Section 16.3 Vacation Scheduling

Vacations shall be scheduled at times requested by the Sergeants consistent with the operational needs of the Department.

Section 16.4 Limitation on Accumulation of Annual Vacation

Sergeants are not permitted to accrue/carryover more vacation time than they earn in one (1) year plus ten (10) days without written approval by the Chief of Police and the Village Administrator.

ARTICLE 17 ABSENCE FROM DUTY

Section 17.1 Paid Sick Time

All full-time Sergeants are eligible for paid sick time benefits at a rate of one (1) work day of each month of continuous service, or 3.69 hours every two (2) 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 work days.

- a. Should paid sick time benefits be exhausted in the case of a prolonged personal illness, a Sergeant may utilize accrued vacation pay leave time in lieu of unpaid sick leave if covered member so requests.
- b. On separation from the Village in good standing, an employee having a minimum of sixty (60) days and not more than one hundred-nineteen (119) days of accrued sick leave, shall receive compensation equal to twenty percent (20%) of all days accrued at covered members current hourly rate. An employee having a minimum of one hundred-twenty (120) days of accrued sick leave shall receive compensation equal to forty percent (40%) of all days accrued at his/her covered members 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 17.2 Military Leave

The Village and the Union will abide by applicable statutes or Executives Orders related to military leave.

Section 17.3 Unpaid Leave of Absence

A Sergeant 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 a leave shall be on a case-by-case basis provided the provisions do not violate the terms and conditions of this Labor Agreement or applicable State Statutes. Sergeants returning from off-the-job injury leaves must present medical documentation, signed by the attending physician, certifying the Sergeants' fitness for duty. Returning Sergeants 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 17.4 Injury Leave

Nothing in this Labor 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 be incorporated herein by reference.

Section 17.5 Light Duty Assignments

Sergeants who are injured, disabled or ill arising out of circumstances related to a duty or off duty occurrences may be assigned to light-duty work if the Sergeant receives a medical release from his registered health care provider to perform such assignment, subject to the Village's sole discretion. The parties agree to the "Modified Duty Program Policy" as stated in the Village of Lake Bluff Personnel Policies and Procedures, including any revisions thereto which are adopted from time to time.

Section 17.6 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 or civil union partner, Children (including "step" or "adopted"), Brothers, Sisters, Grandchildren, Mother-in-Law, Father-in-Law, Brothers-in-Law, and Sisters-in-Law.

ARTICLE 18 HOSPITAL, MEDICAL, SURGICAL, MAJOR MEDICAL, DENTAL AND LIFE INSURANCE

Section 18.1 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 Labor 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 Labor Agreement.

Section 18.2 Life Insurance

Full-time Sergeants 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 Sergeant'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 18.3 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 remains 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 as of the time of ratification; however the Village will pay a minimum of eight-six percent (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 18.4 Opt-Out Option

For a period of thirty (30) days prior to the start of the 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 (pro-rated if employee works partial year). Any employee who is eligible for any applicable family coverage and elects not to receive coverage for them self and family shall receive a payment of \$1,000. Any employee who is eligible for only single coverage and elects not to be covered shall receive a payment of \$700. Such payments shall be made in two (2) equal installments, at the start of the plan year and the other 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 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 a change of other insurance coverage for self or family as required by law.

Section 18.5 Terms of the Policy to Govern

The extent of coverage under the insurance policies referred to in Sections 18.1 and 18.2 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 Labor Agreement; provided, however, any Sergeant who has a question concerning coverage may present it to the Village Administrator or designee who shall make appropriate inquiry and advise the Sergeant of the status of the matter.

Section 18.6 Funeral Expense

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

Section 18.7 Flexible Benefit Plan or Health Savings Account Plan

The Village will continue to provide a flexible benefit plan or a Health Savings Account 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 19 GENERAL PROVISIONS

Section 19.1 Outside or Secondary Employment

No Sergeant 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 Sergeant's municipal position;
- (c) where an employee appears to be using his position to influence his secondary employment.

Sergeants 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 Sergeants 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 submit a Secondary Employment Request form (Appendix D) and shall first obtain the signed Secondary Employment Indemnity Agreement contained in Appendix E.

Section 19.2 Inspection of Personnel Files

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

Section 19.3 Residency Requirement

Although highly desirable, Sergeants are not required to maintain residence within the Village limits. Sergeants shall reside within thirty (30) driving miles of the Lake Bluff Police Station.

Section 19.4 Medical Examinations

If there is a reasonable basis for concern regarding a Sergeant'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 Sergeant have a physical examination and/or psychological examination by a qualified and licensed physician and/or psychologist selected by the Village.

Section 19.5 Uniforms

The Village agrees to supply police uniforms and equipment in accordance with existing practices and then applicable standard operating procedures.

Section 19.6 Inoculation and Immunization

The Village agrees to pay all expenses for inoculation or immunization shots for the Sergeant as a result of said Sergeant's exposure to contagious diseases where the said Sergeant 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 cost of the shots, provided proper medical documentation is submitted to the Village.

Section 19.7 Drug and Alcohol Abuse Policy

The Parties agree to the Drug and Alcohol Abuse policy as stated in the Village of Lake Bluff Personnel Policies and Procedures June 2013, a copy of which is attached hereto as Appendix F.

Section 19.8 Union Unit Stewards

For the purposes of administering and enforcing the provisions of this Labor Agreement, the Village agrees as follows: In order to assist the Village with compliance with this Article, the Labor Council shall provide the Chief of Police with a list of names of the Unit Stewards within a reasonable time following election or appointment of such Stewards, or any changes to the list. The names of employees selected as Unit Stewards who may represent employees, with the Labor Council at each Step of the grievance procedure shall be certified in writing to the Village by the Union.

Section 19.9 Deferred Compensation Plan

Sergeants will have the option of taking part in the Village's 457 deferred compensation program to the extent that such program is offered to other Village employees. The Sergeants will follow the same guidelines as other Village employees.

Section 19.10 Personal Use of Village Property

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

Section 19.11 Clothing Expense Reimbursement

When a Sergeant's personal clothing becomes damaged while performing official duties, the Sergeant shall be reimbursed for reasonable replacement, repair or cleaning of the clothing or damages, as applicable.

Section 19.12 Bulletin Board

A Union bulletin board of reasonable size shall be available for use in the Sergeant's office of the police department or as otherwise agreeable to the parties. Such bulletin board shall be available for the posting of notices and materials relating to Union activities. Such materials shall be identified with the name of the Union and shall be signed or otherwise authenticated by an appropriate Sergeant or representative thereof. Such materials shall not be derogatory of any person associated with the Village and shall not include items which are endorsements of candidates for political office (other than offices of the Union). Any posting may be removed if it is not posted by Labor Council and related to Union business.

Section 19.13 Safety Issues

- a. The Village and the Sergeants shall take reasonable steps to provide for safe, properly maintained and functioning equipment that is in daily use by the Sergeants covered in this Labor Agreement. Any report or recommendation which may be prepared by the Labor 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 Labor Council.
- b. Defective Equipment: No Employee shall be required to use any equipment that has been designated by both the Labor 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 19.14 Examination of Records

The Labor 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 Labor Agreement at reasonable times, with reasonable advance notice at the normal place of business for such records during normal business hours and with the Sergeant's consent.

ARTICLE 20 ENTIRE AGREEMENT

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

any issue whether known or unknown and that the understandings and Agreements reached by the parties after the exercise of that right and opportunity are set forth in this Labor Agreement.

ARTICLE 21 SEVERABILITY

In the event that any Article, paragraph, section or sub-section of this Labor Agreement shall 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 parts or portions of this Labor Agreement shall remain in full force and effect. In such event, the parties shall, upon the request of either party, commence good faith bargaining over substitute provisions for those parts or portions rendered or declared unlawful, invalid or unenforceable.

ARTICLE 22 DURATION OF AGREEMENT

This Labor Agreement shall be effective the 1st day of May 2014 and shall remain in full force and effect until midnight on the 30th day of April, 2017. 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 Labor 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 Fraternal Order of Police, Labor Council, in which case the date of notice shall be written on the document as of the date of receipt. Notwithstanding any provision of this Article or Agreement to the contrary, this Labor Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse procedure are continuing for a successor Labor Agreement or part thereof between the parties.

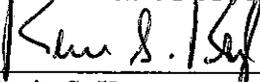
For the Village of Lake Bluff:

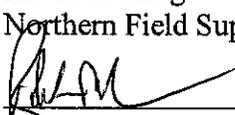

Kathleen O'Hara
7/7/15
Date


Aaron Towle
07/02/2015
Date
Village Clerk

Village Seal:

For the Illinois FOP, Labor Council:


Kevin S. Krug
06.26.15
Date
Northern Field Supervisor


Robert Brezinski
06/30/15
Date
Steward


Matthew Smizinski
6/28/15
Date
Steward

Erik Gehrke
Date
Steward

APPENDIX A - DUES AUTHORIZATION FORM

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

974 CLOCKTOWER DRIVE

SPRINGFIELD, ILLINOIS 62704

I, _____, hereby authorize my Employer, the Village of Lake Bluff, 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 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: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704
(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction.

STEP TWO

Reason for Advancing Grievance: _____

Given To: _____

Date/Time: _____

Grievant's Signature:

FOP Representative Signature

EMPLOYER'S STEP TWO RESPONSE

Employee Representative Signature

Position

Person to Whom Response Given

Date

STEP THREE

Reason for Advancing Grievance: _____

Given To: _____

Date/Time: _____

Grievant's Signature:

FOP Representative Signature

EMPLOYER'S STEP THREE RESPONSE

Employee Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative

APPENDIX C - AGREEMENT TO EXTEND TIME LIMITS

The Village of Lake Bluff and the Illinois Fraternal Order of Police, Labor Council by its authorized representative do hereby agree to extend the time limits for further processing the grievance commonly referred to as the _____ grievance. This grievance is currently at Step ____ of the grievance procedure. It shall be frozen at that step to allow the parties further opportunity to investigate the dispute until either party delivers to the other a written notice demanding that the grievance processing resume. Neither party waives its position or rights with regard to this grievance by making this agreement to extend the time limits. This form is also available for use in connection with the holding of a grievance meeting under the Agreement. For use in that connection, it is hereby agreed that the seven (7) calendars day period for holding the meeting is hereby extended to and including _____.

FOR THE EMPLOYER

DATE

FOR THE LABOR COUNCIL

DATE

APPENDIX D
SECONDARY EMPLOYMENT REQUEST

Officer: _____ Date: _____

Secondary Employer: _____ Address: _____

Telephone Number: _____

Days Per Week (Maximum): _____ Days Per Week (Minimum): _____

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

APPENDIX E
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.

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 F
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 3, 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 employees 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.

