

AGREEMENT

BETWEEN

VILLAGE OF LINCOLNWOOD

AND

**ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL
LINCOLNWOOD LODGE #23**

May 1, 2023 – December 31, 2026

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AGREEMENT

This Agreement is made and entered into by and between the Village of Lincolnwood (hereinafter referred to as the "Village") and Fraternal Order of Police, Lincolnwood Lodge No. 23, and the Illinois FOP Labor Council (hereinafter referred to as the "Lodge/Council"). 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 operations 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 1 RECOGNITION AND REPRESENTATION

Section 1. Recognition. The Village recognizes the Council as the sole and exclusive bargaining representative for all sworn full-time peace officers (hereinafter referred to as "officers" or "employees"), but excluding all sworn peace officers in the rank of sergeant and above, any employees excluded from the definition of "peace officer" as defined in Section 3(k) of the Illinois Public Labor Relations Act, and all other managerial, supervisory, confidential and professional employees as defined by the Act, as amended, hereafter referred to as the "bargaining unit".

Section 2. Lodge's Duty of Fair Representation. The Lodge/Council agrees to fulfill its duty to fairly represent all employees in the bargaining unit.

ARTICLE 2 NON-DISCRIMINATION

In accordance with applicable law, neither the Village nor the Lodge/Council shall discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color, national origin, or Lodge/Council membership. Other than Lodge/Council membership, any dispute concerning the interpretation and application of this paragraph shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement. Grievances alleging discrimination because of Lodge/Council membership shall not be subject to arbitration under this agreement.

ARTICLE 3 MANAGEMENT RIGHTS

Except as specifically modified by other articles of this Agreement, the Lodge recognizes the exclusive right of the Village to make and implement decisions with respect to the operation and management of its operations in all respects. Such rights include but are not limited to the following: to plan, direct, control and determine all the operations and services of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those

standards; to assign overtime; to determine the methods, means, organization and number of personnel by which operations are conducted; to determine whether goods or services are made or purchased; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; and to carry out the mission of the Village; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

The Village shall also have the right to take any and all actions as may be necessary to carry out the mission of the Village and the Police Department in the event of civil emergency as may be declared by the Village President, the Village Manager, Police Chief or their authorized designees, which may include, but are not limited to, riots, civil disorders, tornado conditions, floods or other catastrophes or other emergencies. In the event of such emergency action, the provisions of this Agreement, other than the compensation provisions, may be suspended, provided that all the provisions of this Agreement shall be immediately reinstated once the local disaster or emergency condition ceases to exist.

ARTICLE 4 DUES CHECKOFF AND LODGE RIGHTS

Section 1. Dues Checkoff. During the term of this Agreement the Village will deduct from each employee's first paycheck each month the uniform, regular monthly Labor Council dues for each employee in the bargaining unit who has filed with the Village a lawfully written authorization form, a copy of which is attached as Appendix A, and shall forward such amount to the Labor Council by the 10th day of the month following the month in which the deduction was made, together with a list of employees from whom deductions were made. The actual dues amount deducted, as determined by the Labor Council, shall be uniform for each employee in order to ease the Village's burden in administering this provision. The Labor Council may change the fixed uniform dollar amount once each year during the life of this Agreement by giving the Village Manager or the Village Manager's designee at least thirty (30) days' written notice accompanied by the formal action of the Labor Council, of any change in the amount of the uniform dues to be deducted. If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Lodge shall be responsible for collection of dues. The Lodge agrees to refund to the employee any amounts paid to the Lodge in error on account of this dues deduction provision.

Section 2. Indemnification. The Labor Council and Lodge shall 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 including reasonable attorney fees) 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 checkoff authorization furnished under any of such provisions.

Section 3. Lodge Use. The Village will make available a bulletin board for the posting of official Lodge notices of a non-political, non-discriminatory, and non-inflammatory nature. The Lodge will limit the posting of Lodge notices to such bulletin board.

ARTICLE 5 LABOR - MANAGEMENT COMMITTEE

At the request of either party, the President of the Lodge and the Police Chief or their designees shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations. The President of the Lodge, or his designee, may invite other Lodge bargaining unit members (not to exceed two) to attend such meetings. The Police Chief, or his designee, may invite other Village representatives (not to exceed two) to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least three days prior to the date of the meeting. This section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement.

ARTICLE 6 GRIEVANCE PROCEDURE

Section 1. Definition. A "grievance" is defined as a dispute or difference of opinion raised by an employee or the Labor Council against the Village involving an alleged violation of an express provision of this Agreement. Any dispute or difference of opinion concerning a matter or issue subject to the jurisdiction of the Lincolnwood Board of Fire and Police Commissioners shall not be considered a grievance under this Agreement, except for the Police Chief's decision to suspend or discharge a non-probationary officer, which shall be grievable in accordance with Article 7.

Section 2. Procedure. The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

STEP 1: Any employee who has a grievance shall submit the grievance in writing on a grievance form, a copy of which is attached as Appendix B, to the employee's (in most cases, the Sergeant in charge) immediate supervisor, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than seven (7) calendar days from the date of the first occurrence of the matter giving rise to the grievance or within seven (7) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievant (with a copy to the local Steward) within seven (7) calendar days after the grievance is presented.

STEP 2: If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Commander designated for this purpose by the Village or his designee within seven (7)

calendar days after receipt of the Village's answer of 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 Commander, or his designee, shall provide a written answer to the grievant (with a copy to the local Steward) within seven (7) calendar days after the grievance is appealed to Step 2.

STEP 3: If the grievance is not settled at Step 2 and the employee wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing to the Police Chief within seven (7) calendar days after receipt of the Village's answer at Step 2. 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 Police Chief, or his designee, shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within seven (7) calendar days with the grievant and an authorized representative of the Lodge at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Police Chief, or his designee, shall provide a written answer to the grievant and the Lodge within seven (7) calendar days following their meeting.

STEP 4: If the grievance is not settled at Step 3 and the Lodge desires to appeal, it shall be referred by the Lodge in writing to the Village Manager or the Village Manager's designee within seven (7) calendar days after receipt of the Village's answer at Step 3. Thereafter, the Village Manager, the Village Manager's designee, and other appropriate individual(s) as desired by the Village Manager shall meet with the grievant and a Lodge representative within fourteen (14) calendar days of receipt of the Lodge's appeal, if at all possible. If no agreement is reached, the Village Manager or the Village Manager's designee shall submit a written answer to the grievant and Lodge within fourteen (14) calendar days following the meeting.

Section 3. Arbitration. If the grievance is not settled in Step 4 and the Lodge wishes to appeal the grievance from Step 4 of the grievance procedure, the Lodge may refer the grievance to arbitration, as described below, within twenty-one (21) calendar days of receipt of the Village's written answer as provided to the Lodge at Step 4:

(a) The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said seven (7) day period, the parties shall jointly request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Village and the Lodge shall strike two (2) names from the panel. A "flip of the Coin" shall determine who strikes the first two names; the other party shall then strike two names. The person remaining shall be the arbitrator.

(b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Lodge and Village representatives.

(c) The Village and the Lodge shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Lodge retain the right to employ legal counsel.

(d) The arbitrator shall submit his/her 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 a written transcript, if any, shall be divided equally between the Village and the Lodge; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 4. Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from 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. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the Second Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 4 shall be final and binding upon the Village, the Lodge and the employees covered by this Agreement.

Section 5. Processing. It is recognized and accepted by the Lodge/Council and the Village that the processing of grievances as provided in this section is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a union representative shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the employer during normal working hours, provided that the employee and the union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the employer.

Section 6. Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted at Step I within seven (7) calendar days after the first occurrence of the event giving rise to the grievance or within seven (7) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

If a grievance is not presented by the employee 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 agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee 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.

Section 7. Miscellaneous. No member of the bargaining unit shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

ARTICLE 7 DISCIPLINARY APPEALS

The parties agree that the Chief of Police (or the Chief's designee) shall have the right to suspend a non-probationary officer for up to thirty (30) days or dismiss a non-probationary officer for just cause, without filing charges with the Village Board of Fire and Police Commissioners. Neither the Police Chief nor the Village or their agents will file charges asking the Board of Fire and Police Commissioners to impose discipline on any non-probationary bargaining unit employee; instead all such discipline shall be imposed by the Police Chief or his designee. The decision of the Police Chief or the Chief's designee with respect to the suspension or dismissal action shall be deemed final, subject only to the review of said decision through the grievance and arbitration procedure. The sole recourse for appealing any such decision by the Chief of Police shall be for the employee to file a grievance as described herein.

If the employee elects to file a grievance as to his or her suspension or dismissal, the grievance shall be processed in accordance with Article 6 of this Agreement, except that it shall be filed at Step 4 of the procedure. If the grievance proceeds to arbitration and the arbitrator determines that the disciplinary action was not supported by just cause the arbitrator shall have the authority to rescind or to modify the disciplinary action and order back pay, or a portion thereof. No relief shall be available from the Board of Fire and Police Commissioners with respect to any matter which is subject to the grievance and arbitration procedure set forth in Article 6 of this Agreement. Any appeal of an arbitrator's award shall be in accordance with the provisions of the Uniform Arbitration Act as provided by Section 8 of the IPLRA.

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 Agreement, and the foregoing provisions with respect to the appeal and review of suspension or discharge decisions shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be the Rules and Regulations of the Village Board of Fire and Police Commissioners.

Discipline of probationary officers, as well as any verbal warnings, written reprimands or written warnings shall not be subject to the grievance and arbitration procedure.

ARTICLE 8 NO STRIKE-NO LOCKOUT

Section 1. No Strike. Neither the Lodge/Council nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass absenteeism, or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. Each employee who holds the position of officer or steward of the Lodge/Council 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 Lodge/Council agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 2. No Lockout. The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Lodge.

Section 3. Penalty. The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section I is whether or not the employee 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 Lodge/Council from obtaining judicial restraint and damages in the event the other party violates this Article.

ARTICLE 9 SENIORITY LAYOFF AND RECALL

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 Police Department of the Village. Conflicts of seniority shall be determined on the basis of the order of the officers on the Board of Fire and Police Commissioners hiring list, with the officer higher on the list being the more senior. Seniority shall not accrue during any unpaid leave of absence in excess of thirty (30) consecutive days and in such an event the employee's seniority date shall be adjusted accordingly.

Section 2. Probationary Period. All new employees and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of twenty-four (24) months of work. During an employee's probationary period the employee may be suspended, laid off, or terminated at the sole discretion of the Village. No grievance shall be presented or entertained in connection with the suspension, layoff, or termination of a probationary employee.

There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his last date of hire with the Village in a position covered by this Agreement.

Section 3. Seniority List. On or before January 1 each year, the Village will post, and provide the Lodge with a seniority list setting forth each employee's seniority date. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village in writing within fourteen (14) calendar days after the Lodge's receipt of the list. The Village shall then make a redetermination as to the correctness of the List.

Section 4. Layoff. The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this agreement will be laid off in accordance with their length of service as provided in Illinois Statute (65 ILCS 5/10-2.1-18). Except in an emergency, no layoff will occur without at least fourteen (14) calendar days notification to the Lodge. The Village agrees to consult the Lodge, upon request, and afford the Lodge an opportunity to propose alternatives to the layoff, though such consultation shall not be used to delay the layoff.

Section 5. Recall. Employees who are laid off shall be placed on a recall list for a period of three (3) years. If there is a recall, employees who are on the recall list shall be recalled, in the inverse order of their layoff. Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Lodge, provided that the employee must notify the Police Chief or his designee of his intention to return to work is within three (3) days after receiving notice of recall. 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 employee, it being the obligation and responsibility of the employee to provide the Police Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list.

Section 6. Termination of Seniority. Seniority and the employment relationship shall be terminated for all purposes if the employee:

- (a) quits;
- (b) is discharged for just cause (probationary employees without cause);
- (c) retires (or is retired should the Village adopt and implement a legal mandatory retirement age);
- (d) falsifies the reason for a leave of absence, or is found to be working during a leave of absence without the written approval of the Village Manager or the Village Manager's designee;
- (e) fails to report to work at the conclusion of an authorized leave of absence or vacation;

- (f) is laid off and fails to report for work within two (2) working days after the established date for the employee's return to work;
- (g) is laid off for a period in excess of three (3) years;
- (h) does not perform work for the Village for a period in excess of twelve (12) months; provided, however, this provision shall not be applicable to absences due to military service, established work related injury compensable under workers' compensation, disability pension, or a layoff where the employee has recall rights; or
- (i) is absent for two (2) consecutive working days without notifying the Village.

Employees who establish to the Village's satisfaction that their absence under subsections 6 (e) and (f) or their failure to notify under subsection 6 (i) was clearly due to circumstances beyond their control shall not be terminated under this Section.

ARTICLE 10 HOURS OF WORK AND OVERTIME

Section 1. Application of Article. This Article is intended only as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week, or per work cycle.

Section 2. Normal Workday. The normal workday shall include a thirty (30) minute paid lunch period, and two (2) fifteen (15) minute breaks each day. While every effort will be made to provide a lunch period and breaks each work period, work duties take priority and may necessitate eliminating one or more of these periods for the work period.

Section 3. Normal Work Cycle. The Village elects, pursuant to section 7(K) of the Fair Labor Standards act to establish a normal work cycle of 28 days for employees covered by this agreement.

In addition, no employee shall be required to work more than seven (7) consecutive days, followed by at least two (2) consecutive days off. This restriction of consecutive workdays can be waived by the employee, and is not applicable if there are special events, emergency or exigent circumstances requiring the additional working days.

Section 4. Changes in Normal Workday or Normal Work Cycle. Should it be necessary in the Village's judgment to establish schedules departing from the normal workday or the normal work cycle, or to change the shift schedule of an employee or employees, the Village will give, if practicable, at least seven (7) days advance notice of such change to all employees affected by such change.

Section 5. Overtime Pay. An employee shall be paid 1-1/2 times the regular straight-time hourly rate of pay for all hours worked in excess of the employee's workday or in excess of 160 hours in the employee's normal 28-day work cycle.

Section 6. Court Time. Employees who are required to make a court appearance 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 time and one-half their regular straight-time hourly rate of pay for all hours worked outside their normal shift, with a guarantee of two hours pay at time and one-half or a guarantee of one hour pay at a time and one-half for virtual court appearances, except an employee who was assigned to and worked eight (8) hours on the midnight shift immediately preceding their appearance in court, will be guaranteed a total of three (3) hours' pay at time and one-half or a guarantee of two hours pay at time and one-half for virtual appearances.

Section 7. Hire Back Pay. Employees who are hired back 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, unless the officer is required to come/return to the Police facility due to an error on the part of the officer. Employees who are hired back within the provisions of this section shall receive pay starting with the time that the employee receives the call to work outside of their normal shift.

Section 8. Compensatory Time. An employee shall have the option of accruing up to a maximum of eighty (80) hours of compensatory time in lieu of overtime pay. While employee wishes will be considered, the scheduling of compensatory time shall be subject to the paramount needs of the Department as determined by the employee's unit commander. The scheduling of compensatory time shall not adversely affect the department and shall not be unreasonably denied. Accrued compensatory time shall be carried over from year to year, provided no employee may exceed a total of eighty (80) hours of accrued compensatory time.

Once a request for the use of compensatory time has been approved, it will not be rescinded except for an emergency or other exigent circumstances.

The Chief of Police, or his authorized designee, is authorized to approve overtime on a watch in order to have sufficient personnel available to meet minimum staffing and/or other operational needs, which are solely at the discretion of the employer.

Section 9. No Pyramiding. Compensation shall not be paid or compensatory time taken more than once for the same hours under any provision of this Article or Agreement; however, voluntary and court overtime worked while an employee is on vacation or a floating holiday will not be considered pyramiding.

Section 10. Officer-in-Charge. Any employee assigned as Officer-in Charge of a watch shall receive, in addition to the employee's regular rate of pay, an additional one hour's pay at one and one-half (1-1/2) times the employee's regular rate of pay for each complete shift of eight (8) or more hours worked as an Officer-in-Charge. If an employee is assigned as Officer-in-Charge for less than a complete shift of eight (8) hours, the employee shall be paid pro rata for each full hour in charge of the watch, provided the employee works a minimum of one (1) hour as Officer-in-Charge.

ARTICLE 11 SICK LEAVE

Section 1. Sick Leave. Each individual employee may accrue up to 480 sick leave hours. Sick leave credits at full pay shall be awarded at the rate of six (6) sick hours earned for each full month of employment. Employees who have completed one year of service will be credited in advance with 72 sick leave hours at the beginning of each calendar year. Such advance credit of sick leave hours shall not begin until the second January 1st after the employee is employed with the Village. During the employee's first year of service and until their second January 1st of employment, the employee shall earn sick leave credits at the rate of six (6) sick leave hours for each full month of service.

Sick leave may be used for illness, injury, pregnancy, medical and dental appointments which cannot be scheduled during non-working hours, or for serious illness or injury in the employee's immediate family. Immediate family shall be defined as the employee's spouse, children, parents, mother-in-law, father-in-law, brothers, sisters and grandparents. In case of serious illness in the immediate family, up to twenty-four (24) hours of sick leave may be approved by the Police Chief or his designee. An additional sixteen (16) hours may be approved by the Village Manager or the Village Manager's designee.

Upon the signing of this Agreement, the Village will calculate the current sick leave accrual of each member of the bargaining unit, using Police Department records. All determinations by the Village as to sick leave accrued will be final.

Once an employee has been granted and is using vacation leave, he may not change the status to sick leave unless he becomes hospitalized.

Sick leave, if available, must be used for the first twenty-four (24) working hours of an employee's absence due to illness, sickness, or injury. Catastrophic leave may only be used commencing with the 25th consecutive working hour an employee is absent due to sickness, illness or injury.

Section 2. Documentation and Notification. In the event an employee is unable to work due to illness, he must inform his supervisor prior to the start of the scheduled workday. Failure to inform the supervisor each day of absence or agreed intervals in the case of an extended illness, may result in loss of pay.

Section 3. Accumulated Sick Leave. During the 19th year of employment or if an employee retires in good standing after a minimum of ten (10) years of service as a police officer, they may receive up to thirty-three percent (33%) of accumulated sick leave, not including any unused catastrophic leave earned. Payment will be at the salary rate in effect as of the date the election is made. In no event is this benefit to be repeated, i.e., buyout in 19th year and then again at retirement.

Section 4. Catastrophic Leave. Commencing the fourth day for illness involving in-patient hospitalization or out-patient surgery and fourth day for illness involving home confinement, employees shall be placed on paid catastrophic leave. Employees who

incur a catastrophic illness or injury shall receive 960 catastrophic leave hours during the course of their career in addition to their accrued sick leave.

Section 5. Sick Leave Compensation. An employee receiving sick leave benefits shall be paid the equivalent of straight time earnings. Sick leave compensation shall be paid in no less than one-hour increments.

Section 6. Convalescence Duty. The employer may grant convalescence duty for employees who qualify for such duty by meeting the following criteria: (1) the employee is medically unable to perform full-duty assignments due to injury or illness; and, (2) the prognosis of the Village physician is that there is a reasonable degree of medical certainty that the employee will be able to perform full-duty assignments within a reasonable time, not to exceed six (6) months. The employer is not required to provide, or create any such convalescence duty assignments, however, the employer shall make reasonable attempts to accommodate a qualified employee if such work is available.

ARTICLE 12 LEAVES OF ABSENCE

Section 1. Funeral Leave. In the event of a death in the employee's immediate family, the employee may be granted up to twenty-four (24) hours leave of absence without loss of pay for the purpose of attending the funeral. Upon recommendation of the Police Chief and with the approval of the Village Manager or the Village Manager's designee, this period may be extended for an additional sixteen (16) hours due to extraordinary circumstances, but any such days shall be charged to sick leave, and any other accrued leave time in that order. Immediate family for the purposes of this section shall mean the employee's spouse, children (including stepchildren), grandchildren son-in-law, daughter-in-law, parents (including stepparents), grandparents, father-in-law, mother-in-law, brothers and sisters (including stepbrother and stepsister), brother-in-law, sister-in-law and spouse's grandparents.

Section 2. Jury Leave. An employee who is required to report for jury duty shall be excused from work without loss of pay for the period of time which he is required to report or serve. Any compensation which the employee receives for jury duty or jury service shall not be subtracted from the employee's regular wages. The employee must return to the Village any payment for jury duty served.

Section 3. Military Leave. Military leave and re-employment rights will conform with federal requirements than currently in effect. The employee shall present written evidence of induction or call to training or active duty for reserve or national guard status to the Chief of Police as soon as practical after receiving notification.

Section 4. Educational Leave. Subject to the discretionary approval of both the Chief of Police and the Village Manager or the Village Manager's designee and confirmation by the Board of Fire and Police Commissioners, an employee may be granted, upon written request, an unpaid leave of absence not to exceed one (1) year for educational advancement related to law enforcement. Vacation, sick leave, and holiday pay shall not accrue or be paid during this period.

Section 5. Family and Medical Leave Act of 1993. The parties agree that the Employer may adopt, alter and enforce policies in compliance with the Federal Family and Medical Leave Act of 1993 ("FMLA").

Section 6. Safety Day. All regular full-time employees that complete a calendar year without being found responsible for a preventable accident shall be provided a "Safety Day". Determinations on responsibility and preventability of accidents shall be the purview of the Village's Safety Committee. The Safety Day will be awarded during the first paycheck in February each year. Employees may use the Safety Day from February 1 through January 31 of the following year. The Safety Day must be utilized in eight (8) hour increments and shall not be paid out when the employee leaves employment with the Village. Unused Safety Days shall not accumulate from one year to the next.

ARTICLE 13 VACATIONS

Section 1. Eligibility. Every employee shall be eligible for paid vacation time after twelve (12) months employment with the Village. Vacation hours shall be accrued according to the following schedule:

Length of Seniority	Vacation Hours Accrued Monthly	Working Hours of Vacation Per Year
From Date of Hire	6.667	80
After 48 months (4 years)	10.000	120
After 144 months (12 years)	13.333	160
After 168 Months (14 years)	14.000	168
After 180 Months (15 years)	14.664	176
After 192 Months (16 years)	15.280	184
After 204 Months (17 years)	16.000	192
After 216 Months (18 years)	16.667	200

Vacation hours shall be credited per payroll period according to the above schedule. There shall be no accrual for the third payroll of the month during such instances where three payrolls occur during a month in a calendar year.

Section 2. Vacation Eligibility. In order to be eligible for a paid vacation, an employee who, as of his anniversary date of employment, has been continuously employed in a position covered by this Agreement, must be paid for at least 1800 hours during the preceding year of employment. Employees cannot use vacation time that is in excess of their scheduled accrual for the entire calendar year.

Section 3. Vacation Pay. Vacation pay shall be paid at the rate of the employee's regular straight-time hourly rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation.

Section 4. Vacation Scheduling. Vacations shall be scheduled insofar as practicable at times desired by each employee, with the determination of preference with each work unit being made on the basis of an employee's seniority as defined in Article VIII, Section I. It is expressly understood that the final right to designate vacation periods and the maximum number of employee(s) who may be on vacation at any time is exclusively reserved by the Police Chief in order to ensure the orderly performance of the services provided by the Village. Vacations will not be cancelled except for an emergency or other exigent circumstances, which for the purposes of this section only, do not include staffing shortages.

Section 5. Limitation on Accumulation of Vacation. Maximum Vacation Carryover: Employees are encouraged to use available paid vacation on an annual basis. In the event that available vacation time is not used by the end of the benefit year, employees may carry unused time forward to the next benefit year, subject to the limitation described herein. If the total amount of unused vacation time reaches a "cap" equal to one-and-one-half times the annual vacation amount, further vacation accrual shall cease. When the employee uses paid vacation time and brings the available amount below the cap, vacation accrual will begin again, on a non-retroactive basis. Vacation time may not accrue above the cap unless the employee asks for in writing from the Police Chief for an exception to the cap, and such request is approved by the Police Chief.

Section 6. Pay for Earned but Unused Vacation Upon Termination. If at time of termination an employee has earned but unused vacation time, said vacation time shall be paid at the employee's rate of pay at time of termination. In the event of death, any vacation earned but unused shall be paid to the designated beneficiary of the deceased employee. If an employee has a negative balance for vacation time at the time of their employment termination, the balance of used but not yet accrued time shall be repaid to the Village.

ARTICLE 14 HOLIDAYS

Section 1. Floating Holidays. Employees covered by this Agreement shall receive ninety-six (96) hours floating holiday time per calendar year, to be scheduled based on the employee's request and with the approval of the Police Chief or his designee. In order to be eligible to receive pay for floating holiday time the employee must work his/her full scheduled work day before and after the floating holiday time taken unless proof of sickness or excusable absence is established to the satisfaction of the Police Chief, floating holidays will not be cancelled except for an emergency or other exigent circumstances, which for the purposes of this section only, do not include staffing shortages.

Section 2. Priority Holidays. If an employee is scheduled to work, and works, a priority holiday as listed below, the employee shall receive time and one-half pay for any hours

worked on the priority holiday, or accrue compensatory time at the appropriate rate, at the employee's option. The priority holidays are:

New Years' Day Thanksgiving Day

Fourth of July Christmas Day

Memorial Day Labor Day

Christmas Eve New Years' Eve

Section 3. Priority Holiday Overtime. Employees who work overtime, or are called in with less than 24 hours' notice, shall be compensated for such hours worked on a priority holiday at two times the regular rate in pay or compensatory time, at the employee's option.

ARTICLE 15 SALARIES AND OTHER COMPENSATION

Section 1. Salaries.

The current wage scale shall be increased as follows as of May 1, 2023 or the execution of the Agreement, whichever comes later:

		5.00%	3.00%	3.00%	3.00%
	Step Name	1-May-23	1-Jan 24	1-Jan-25	1-Jan-26
Start	A	\$78,055.09	\$80,396.74	\$82,808.64	\$85,292.90
After 2 Yrs. (After Probation)	B	\$84,544.34	\$87,080.67	\$89,693.09	\$92,383.88
After 3 Yrs.	C	\$91,578.95	\$94,326.32	\$97,156.11	\$100,070.79
After 4 Yrs.	D	\$99,200.29	\$102,176.30	\$105,241.59	\$108,398.84
After 5 Yrs.	E	\$107,456.50	\$110,680.19	\$114,000.60	\$117,420.61
After 10 Yrs.	F	\$108,531.06	\$111,786.99	\$115,140.60	\$118,594.81
After 15 Yrs.	G	\$110,712.53	\$114,033.90	\$117,454.92	\$120,978.57

Section 2. Educational Stipend. Any employee with a Baccalaureate degree from a college or university accredited by one of the six regional institutional accrediting associations in the United States will receive a one percent (1%) increase over their base pay.

Section 3. The Village reserves the right to place a newly hired experienced patrol officer above the starting pay step (Step A) and up to Step E, provided this shall not affect the probationary period or seniority.

At the successful conclusion of the lateral employee's probationary period of two years, the lateral employee shall progress through the remaining steps based on their cumulative years of service with the Village of Lincolnwood. To the extent a lateral hire is placed above Step A when initially employed, there shall be no further step movement until the 2-year probationary period has been successfully completed. (E.g. if a lateral hire with one year of prior service as a certified law enforcement officer in Illinois is placed at Step B, such employee will not move to another step until the employee completes the 2 year probationary period, at which point the employee would move to Step D, and will move to Step E after they complete three years of employment with the Village.)

Progression to steps F and G shall be based solely on the lateral employee's years of service with the Village of Lincolnwood. (e.g., A lateral hire will not progress to Step F until they have 10 years of service with the Village).

ARTICLE 16 INSURANCE

Section 1. Comprehensive Medical Program.

(a) The Village states its intention to remain a participant in the health insurance pool which covers the Village employees on the date of this agreement. The scope of coverage, including all covered conditions, loss limits, and other terms and conditions shall be established by the pool and its administrators. Employees participating in the PPO plan may elect employee only coverage, employee plus spouse, employee plus children or employee plus family coverage during the enrollment period established by the Village. Effective January 1, 2015, employees who elect coverage under the PPO, the Village shall pay eighty-five percent (85%) of the applicable premium for coverage under the PPO and the employee shall continue to contribute fifteen percent (15%) of the premium for the applicable tier coverage.

(b) For full-time police officers hired by the Village prior to April 30, 2017 only, the Village shall provide partial payment of health benefits for any employee who retires after thirty (30) or more years of employment for a three (3) year period following retirement as follows: The Village shall pay 50% of the employee's payment for the first year following retirement, 33-1/3% of the payment for the second year, and 25% of the payment for the third year. Following the third year this benefit shall cease. Upon eligibility for Medicare this benefit shall cease. This benefit shall apply to coverage (individual or family) held by employee at time of retirement. Employees hired after April 30, 2017, shall not be eligible for this program. If the Village maintains this benefit for full-time, non-bargaining unit employees hired after April 30, 2017, however, then employees covered by this Agreement will also maintain this benefit.

(c) 125 Cafeteria Plan. As soon as reasonably practicable following the execution of this Agreement, the Village shall create an enhanced 125-cafeteria plan for the employees of the bargaining unit who elect to participate, subject to the terms and conditions of the applicable plan document.

(d) Retiree Health Savings Plan. This clause is effective with the calendar year starting January 1, 2009. The Village shall establish the ICMA Vantage Care Retiree Health Savings Plan ("RHS Plan") for members of the bargaining unit. The plan will allow employees to accumulate defined assets to pay for specified medical expenses in retirement on a tax-free basis, subject to the terms of the plan document and applicable law. All eligible employees are required to participate in the RHS plan.

The employees of this bargaining unit agree that each new calendar year prior to January 15th they will each contribute three (3) days of their sick leave, which shall result in a contribution equal to two days pay into the RHS plan.

The contribution of three sick leave days is not optional. If there is no time remaining on the books for an employee, the three (3) sick leave days will be taken in advance from the following year in January thereby reducing the number of days available in the following benefit period.

On a quarterly basis, the employee will be charged a fee, established by the ICMA-RC, which will be assessed directly against their account. RHS assets will be invested in the ICMA-RC's Vantagepoint Funds.

Section 2. Dental Insurance Program. The Village states its intention to remain a participant in the dental insurance pool which covers the Village employees on the date of this agreement. The scope of coverage, including all covered conditions, loss limits, and other terms and conditions shall be established by the pool and its administrators. Employees may elect employee only coverage, employee plus spouse, employee plus children or employee plus family coverage during the enrollment period established by the Village. Effective January 1, 2015, the Village shall pay eighty-five percent (85%) of the premium for the employee's coverage or eighty-five percent (85%) of the family premium for those employees who opt for dependent coverage.

Section 3. Life Insurance. The Village will provide term life insurance in the amount of \$50,000 from the date of the signing of this Agreement. The Village retains the right to change insurance carriers and/or to self-insure this benefit as long as the death benefit is maintained in the dollar amounts stated above.

Section 4. Cost Containment. The Village reserves the right to maintain or institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, bounty clause, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 5. Terms of Plans to Govern. The extent of coverage under the insurance plans referred to in Sections 1 and 2 of this Article shall be governed by the terms and conditions set forth in such plan. Any questions concerning coverage shall be resolved in accordance with the terms and conditions establishing said plan and shall not be subject to the Grievance Procedure set forth in this Agreement; provided, however, any employee who has a question concerning coverage may present it to the Village Manager or the Village Manager's designee. The Village Manager or the Village Manager's designee, in turn, shall make appropriate inquiry and advise the employee of the status of the matter.

Section 6. Right to Maintain Coverage While on Unpaid Leave or on Layoff. An employee who is on an approved unpaid leave of absence or who is on layoff with recall rights shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for employee coverage and, if desired, for dependent coverage.

Section 7. Injury Leave. An officer who sustains an injury or illness arising out of the course of his employment shall be granted all of the benefits and provisions of Chapter 70, of the Illinois State Statutes (5 ILCS 345/1). No employee will lose any benefits while on a job-related injury or illness.

ARTICLE 17 GENERAL PROVISIONS

Section 1. Gender of Words. The masculine gender as used herein shall be deemed to include the feminine gender unless the feminine gender is clearly inappropriate in the context of the provision(s) concerned.

Section 2. Medical Examinations. If there is any question concerning an employee'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 employee have a medical examination and/or psychological examination by a qualified and licensed physician and/or psychologist selected by the Village.

Section 3. Precedence of Agreement. The Village's current policies and ordinances regarding police employment shall remain in effect during the term of this Agreement, unless such Village policies, ordinances and the like conflict with any express and specific provision of this Agreement. If such conflict arises, the specific terms of this Agreement, for its duration, shall take precedence and supersede such Village policy or ordinance. The Village agrees that, after the effective date of this Agreement, it shall not enact any ordinance, policy or the like which is intended to conflict with any of the express terms of this Agreement during its duration.

Section 4. Impasse Resolution. The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act (5 ILCS 31 5/14), as amended from time to time.

Section 5. Killed in the Line of Duty. The Employer agrees to defray all reasonable funeral and burial expenses of any officer of the Police Department killed in the line of duty, not to exceed \$15,000.00. In addition, the employer agrees to continue to provide health insurance family coverage for the officer's surviving spouse and/or dependents for a period of three (3) years following the officer's death, in accordance with the terms of whatever coverage of the officer's dependents that was in effect at the time of the officer's death, with the entire premium cost to be borne by the employer.

Section 6. Clothing and Equipment Allowance.

(a) The amount which each employee (other than as in (b) below) is allotted under the Village's clothing and equipment allowance shall be \$750 (effective May 1, 2023) per fiscal year (pro rata if employed less than a year) for the purchase of uniforms and related equipment.

(b) Each employee assigned to the investigative section or otherwise required to wear plainclothes shall be allotted \$900 (effective May 1, 2023) (pro rata if employed less than a year) for the purchase of clothes.

(c) Newly hired probationary officers shall receive a one-time uniform "start-up" stipend of \$1,500 for use in purchasing uniforms and police related equipment. The purchases will be from a Village approved vendor and the Village will be billed for these items by the vendor.

(d) The disbursement of the allotment shall be as follows:

i) Employees receiving \$750.00 (effective May 1, 2023) per fiscal year shall receive \$750.00 in two equal payments of \$375 each (effective May 1, 2023), with their first regular paychecks in May and November of each year.

ii) Employees assigned to the investigative section, or otherwise required to wear plainclothes, shall receive \$900.00 (effective May 1, 2023) in two payments of \$450.00 each (effective May 1, 2023), with their first regular paychecks in May and November of each year.

iii) Employees assigned to the north regional major crimes task force as an investigator shall receive \$850 per fiscal year (effective May 1, 2020), \$425.00 in two payments of \$225 each (effective May 1, 2020), with their first regular paychecks in May and November of each year; they will also be permitted to purchase items of village approved uniforms and/or related equipment from a vendor approved by the Village, up to \$425.00 and the Village will be billed for these items by the vendor. Employees assigned to the investigations section (Article 17-Section d-(d)-ii) shall not also receive the stipend related to the north regional major crimes task force.

(e) Uniforms, clothing and equipment exposed to biological hazards during the course of duty shall be replaced at the Village's expense.

Section 7. Physical Fitness Program. In order to maintain and improve efficiency in the Police Department, to protect the public and to reduce insurance costs and risks, the Village may establish a reasonable physical fitness program, which shall include individualized goals. While employees may be required to participate in any such program, no employee will be disciplined for failure to meet any goals that may be established as long as the employee makes a good faith effort to meet any such goals. Before any such program is implemented, the Village shall review and discuss the program at a meeting of the Labor Management Committee.

Section 8. Outside Employment. No employee shall engage in outside employment (which includes self-employment) unless the Police Chief, in accordance with applicable policies that may be in effect from time to time has approved outside employment. Except during an employee's vacation period, approved outside employment shall not exceed twenty (20) hours per week. Any change in the nature or extent of an employee's approved outside employment shall be subject to the Police Chief's prior approval. If an employee believes that the Police Chief has acted arbitrarily in denying a request to change the nature or extent of previously approved outside employment, or in withdrawing approval to engage in outside employment, he may file a grievance in accordance with the provisions of this Agreement. The Police Chief's approval of outside employment shall not be unreasonably withheld.

Section 9. Access to Payroll Records. The Lodge or a representative shall have the right to examine time sheets and other records pertaining to the computation of

compensation of any employees whose pay is in dispute at reasonable times with the employee's consent.

Section 10. Terms for Replacement of an Officer's Equipment, Personal Property and Uniform. Should an officer's equipment, personal property, or uniform be damaged to the point of being unsafe or unusable due to physical exertion by that officer as required by and during his/her course of duty, or due to an officer having been attacked by any individual(s) or animal(s) while fulfilling his/her official duties, the terms for replacement shall be as follows:

The Village agrees to repair or replace as necessary any equipment Issued by the Village Police Department, i.e., holsters, batons, weapons, handcuffs, bulletproof vests, and badges. The officer is, however, responsible for replacing any uniform items not issued by the Department by using funds from his/her uniform allowance. Restitution for or replacement of any officer's personal property so damaged will be considered by the Village on a case-by-case basis. Any restitution and/or civil damages received by an officer for damaged personal property previously paid for by the Village must be turned over to the Village.

Section 11. Immunization and Inoculation. The Village will agree to pay for the inoculation, immunization, or testing, as appropriate, of an officer, if he/she is exposed to any of the following diseases in the course of his/her assigned duties, should a Village designated physician deem it necessary or prudent:

- Rabies
- Tetanus
- Hepatitis B
- Tuberculosis
- HIV/Aids
- Bacterial Meningococcal Meningitis

The Village will also agree to pay for the inoculation, immunization or testing, as appropriate, of any family member cohabiting with an officer who has been exposed to any of the following diseases in the course of his/her duties, should a Village-designated physician determine that they have been exposed to the disease via contact with the officer, and are at risk of contracting the disease:

- Hepatitis B
- Tuberculosis
- HIV/Aids
- Bacterial Meningococcal Meningitis

If any of the above inoculations, immunizations, or tests are covered under the health insurance plan provided by the Village to the officer and/or his family, the officer shall apply for insurance reimbursement for the cost of such inoculations, immunizations, or tests. However, any portion of such costs not covered by the health insurance plan will be paid by the Village.

Section 12. Field Training Officers. Employees selected and assigned to be field training officers shall receive one hour pay at one and one-half (1-1/2) times the employee's regular rate of pay for each complete workday actually worked with an employee who is in field training.

Section 13. Tuition Reimbursement. The Village recognizes the benefits of employees continuing their education. Therefore, the Village has agreed to establish a tuition reimbursement program to encourage continued education.

Approval of any tuition reimbursement request is conditioned upon the availability of funds in the Police Department budget and the authorization of the Chief of Police. The minimum amount of funds which the Village shall appropriate for purposes of tuition reimbursement each fiscal year shall be sufficient to reimburse each employee who has applied for such reimbursement in the proper and timely manner as directed by the Chief of Police, and in the amount determined pursuant to the terms of this Section. However, the Village shall not be obligated to appropriate more funds than are necessary to reimburse six (6) employees to the maximum amount allowed by this Section. The Village may appropriate more funds for tuition reimbursement than this minimum, but the decision to do so shall rest in the sole and exclusive discretion of the Village.

Employees may be eligible for reimbursement of tuition expenses for courses taken at an accredited junior college, college or university in the State of Illinois in accordance with the following conditions:

- (1) Employees must have completed their probationary period.
- (2) Employees must seek to exhaust all other sources of assistance (veteran's benefits, scholarships, and grants), with the exception of student loans. Reimbursement by the Village will only be provided for the remaining balance and subject to the conditions of this Section.
- (3) All courses must be directed towards the completion of a job-related degree program.
- (4) Employees must obtain approval from the Chief of Police for each course, prior to enrollment, to qualify for reimbursement.
- (5) Prior to reimbursement, the course must be completed, and the employee must have received a grade of at least:
 - A. "C" or equivalent in a numeric system.
 - B. "Pass" in a pass/fail system.
- (6) The employee must still be actively employed at the time of completion of the course.

(7) The Village will reimburse employees for books and fees; tuition reimbursement shall not exceed the cost of tuition to take the same course at a public college or university.

(8) The Village will not reimburse an employee for more than six (6) credit hours per semester; exceptions may be granted by the Chief of Police based on special circumstances. Effective May 1, 2018, the maximum reimbursement that an employee may receive for tuition reimbursement is \$5,200.00 per fiscal year.

(9) If an employee voluntarily leaves the Village within two (2) years of the reimbursement, the employee must pay back the Village for the reimbursement.

Section 14. Evidence Technicians. Patrol officers who are certified evidence technicians will receive an annual stipend in the total amount of Five Hundred Dollars (\$500), payable as follows: Two Hundred Fifty Dollars (\$250) payable on or about May 1st, and Two Hundred Fifty Dollars (\$250) payable on or about November 1st. Such stipend will be paid so long as the officer remains available and willing to perform the duties of an evidence technician.

Section 15. Retainment of Benefit Time. An employee transferred or promoted into the bargaining unit from other Village of Lincolnwood employment shall not lose any accrued benefit by virtue of transfer or promotion, but shall use benefit in accordance with their seniority within this bargaining unit.

Section 16. Reimbursement for Training Expenses. All new hires will, as a condition of employment, be required to sign a Training Reimbursement Agreement in a form acceptable to the Village. Under such agreement, if such employee leaves employment as a sworn Lincolnwood police officer prior to the completion of twenty-four months of employment, the employee shall agree to reimburse the Village for any and all non-reimbursable training, equipment and supply expenses paid or incurred by the Village, not to exceed \$4,000, pursuant to the following schedule:

- i. If the employee leaves employment with the Village on or before completion of the first twelve (12) months of employment, he/she shall pay to the Village all (100%) of the actual expenses paid or incurred by the Village.
- ii. If the employee leaves employment with the Village on or after completion of at least twelve (12) months of employment but less than twenty-four (24) months, he/she shall pay to the Village one-half (50%) of the actual expenses paid or incurred by the Village.
- iii. Reimbursement to the Village shall occur not later than ninety (90) days of the employee's last day of employment with the Village. However, if the amount due to the Village exceeds \$1,000, at the option of the Village Manager, the employee may enter into an agreement with the Village for monthly payments. Such agreement shall provide for equal monthly payments for a period which shall not exceed nine (9) months from the individual's last date of employment with the Village.

- a) Reimbursement of expenses incurred and paid by Village, as described herein, will be waived in the event that the employee terminates his/her employment due to a disabling work-related injury.
- b) Reimbursement of expenses incurred and paid by the Village, as described herein, is not required in the event that the employee is involuntarily terminated from employment or laid off by the Village.

ARTICLE 18 EMPLOYEE TESTING

Section 1. Drug/Alcohol Testing. The Village may require an employee to submit to urine and/or blood tests if the Village determines there is reasonable suspicion for such testing. The Village may also require an employee to submit to a random urine and/or blood test once during the calendar year. The Village may also require an employee to submit to a urine and blood test prior to promotion to a higher rank.

The Village may also require an employee to submit to urine and/or blood tests if: 1) the officer is involved in an on-duty traffic accident resulting in death or serious bodily harm; or 2) if the officer is involved in the use of deadly force, which resulted in death or great bodily harm to another person and during an assignment specifically involving drug/narcotics enforcement; Or 3) Any covered member who discharges their firearm causing injury or death to a person or persons during the performance of their official duties or in the line of duty, must submit to a drug and alcohol testing by the end of the covered member's shift or tour of duty.

In conducting the testing authorized by this Labor Agreement, the Employer shall: use only a clinical laboratory or hospital facility that is licensed and is accredited by the Substance Abuse Management Safety & Health Administration (SAMHSA), insure that the laboratory or facility selected conforms to all (SAMHSA) standards; 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 and provides a designated Medical Review Officer (MRO) who is certified by the State of Illinois to review drug and/or alcohol testing results. The clinical laboratory or hospital facility utilized must provide the employee tested with an opportunity to have the split sample tested by a clinical laboratory or hospital facility of the employee's choosing which is accredited by the Substance Abuse Management Safety & Health Administration (SAMHSA) at the employee's own expense, provided the employee notifies the Employer in writing within one (1) year of the date of collection.

The taking of urine samples shall not be witnessed unless there is reasonable suspicion to believe the employee is tampering with the testing procedure. If the first test results in a positive finding, a confirmatory test by gas chromatography/mass spectrometry (GC/MS or a scientifically accurate equivalent) shall be conducted. An initial positive test result shall not be submitted to the Village unless a confirmatory test result is also positive as to the same sample. The Village shall provide an employee with a copy of any test results which the Village received with respect to such employee.

A portion of the tested sample shall be retained by the laboratory so that the employee may arrange for another confirmatory test (GC/MS or scientifically accurate equivalent) to be conducted by a licensed clinical laboratory of the employee's choosing and at the employee's expense. Once the portion of the tested sample leaves the clinical laboratory selected by the Village, the employee shall be responsible for maintaining the proper chain of custody for said portion of the tested sample.

The results of any positive tests for the first violation shall be made available to the Village for appropriate action.

The testing threshold for positive confirmatory tests of an employee must be designated for the testing laboratory. The cutoff concentrations table listed by the U.S. Department of Transportation, DOT Rule 49 CFR Part 40 Section 40.87 will be the prescribed positive test threshold for initial and confirmatory drug tests. All cutoff concentrations are expressed in nanograms per milliliter (ng/mL).

The illegal use, sale or possession of controlled substances, and/or cannabis, marijuana or marijuana metabolites, while employed by the Village, abuse of prescribed drugs, as well as being under the influence of alcohol or the consumption of alcohol while on duty, shall be cause for discipline, including termination. Such disciplinary issues shall be subject to Article 7 Disciplinary Appeals set forth in this Agreement. Random testing is permitted of an officer who is in a drug and/or alcohol related medical treatment center as a result of either voluntary request for assistance, or disciplinary action.

Section 2. Voluntary Requests for Assistance. The Village shall take no adverse employment action against any officer who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Village may require reassignment of the officer with pay if he is unfit for duty in his current assignment. The foregoing is conditioned upon:

- a) The officer agreeing to appropriate treatment as determined by the physician(s) involved.
- b) The officer discontinuing his abuse of prescribed drugs, use of illegal drugs or abuse of alcohol.
- c) The officer completing the course-of treatment prescribed, including an "aftercare" group for a period of up to twelve (12) months.
- d) The officer agreeing to submit to random testing during work hours throughout the period of "after-care".

Officers who do not agree to or act in accordance with the foregoing shall be subject to discipline up to and including discharge.

Nothing in this Section or Article shall allow an officer to avoid discipline resulting from an ongoing investigation, or discipline for violation of Departmental rules other than rules prohibiting an officer from being under the influence of alcohol or prescribed drugs. This

Article 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 officer'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 and safety of others. Such officer shall be afforded the opportunity at his option, to use accumulated paid leave or take an unpaid leave of absence pending treatment.

Section 3. Order to Submit to Testing. In instances where an officer has been involved in an on-duty accident or been involved in the use of deadly force, the Village reserves the right to give verbal notice and reasonably demand that drug testing not be delayed. The Village will ensure that the officer has the opportunity to make contact with the Labor Council before testing.

When an employee is directed to submit to testing as authorized by his Agreement, in instances other than where an officer has been involved in an on-duty accident, or been involved in the use of deadly force, the Village shall provide the employee with a written notice, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the Village's decision to test. The employee shall be permitted to consult with a representative of the Labor Council from within the bargaining unit at the time the notice is given.

No questioning of an officer shall be conducted without first affording the officer the right to Labor Council representation and/or legal counsel. Refusal to submit to testing may subject the employee to disciplinary actions but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

ARTICLE 19 ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term. The Village and the Lodge/Council, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the Village's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. This paragraph does not waive the right to bargain over any subject matter not referred to or covered in this Agreement which is a mandatory subject of bargaining and which the Village is considering changing during the term of this Agreement.

ARTICLE 20 SAVINGS CLAUSE

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or

court decision or subsequent litigation, and the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 21 DURATION AND TERM OF AGREEMENT

Termination in 2026.

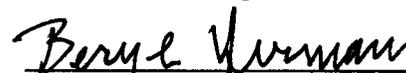
This Agreement shall be effective upon execution as of _____ and shall remain in full force and effect until 11:59 p.m. on the 31st day of December 2026. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than forty-five (45) days prior to the anniversary date.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

For the Village:

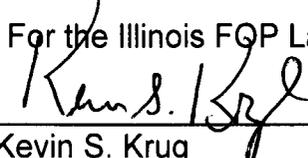

4-27-23

Jesal Patel
President, Village of Lincolnwood


Beryl Herman
Village Clerk

Village Seal:

For the Illinois FOP Labor Council:


04-20-23

Kevin S. Krug
Northern Field Supervisor


4/20/23
Jesse Wienski
Unit Steward


04/20/23
Jimmy Han
Unit Steward


4/20/23
Patrick Falson
Unit Steward

Appendix A
ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL
974 CLOCK TOWER DRIVE
SPRINGFIELD, ILLINOIS 62704

I, _____, understand that under the U.S. Constitution I have a right not to belong to a Union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council. I, _____, hereby authorize my Employer, Village of Lincolnwood, 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 my employment 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: _____

Personal E-mail: _____

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. Please check with your tax preparer regarding deductibility.

Appendix B. Smart Phone Compensation Agreement.

- (a) The Village may issue cell phones, smart phones, and similar electronic devices to employees in the Investigations Division. The Village shall determine, in its sole discretion, which employees are required to carry a Village-issued electronic device for police business.
- (b) The Village shall pay the initial cost to purchase the electronic device and shall also pay the monthly cost of any voice and/or data plan. Replacement devices will only be made available pursuant to Sections 2.2.5 and 3.3 of the Administrative Protocol regarding Electronic Communication Devices.
- (c) Employees shall be compensated for all time spent receiving and responding to Village-related calls and emails outside of their normal work schedules. The 2-hour “hire back pay” guarantee in Article 10, Section 7 of the Collective Bargaining Agreement shall not apply unless the officer is required to return to the station or to report to an incident.
- (d) The Village and the Union agree that any employee who is issued an electronic device will sign the attached Agreement regarding compensation for use of the electronic device. Any employee who does not consent to the attached agreement will not be issued the device and may be reassigned from Investigations to Patrol.
- (e) The use of a Village-issued device shall be regulated by the Village’s policies regarding electronic communication devices, including but not limited to the Administrative Protocol regarding Electronic Communication Devices, and all related provisions of the personnel handbook, which may be modified from time to time.