Village of
Elmwood Park

Angelo "Skip" Saviano
Village President
Gina Pesko
Village Clerk
Paul A. Volpe
Village Manager
Michael Durkin
Village Attorney

Trustees
Alan T. Kaminski
Jeff Sargent
Angela Stranges
Anthony Del Santo
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Jonathan L. Zivojnovic

Mr. Steve Calcaterra
24W500 Maple Ave, #208
Naperville, Il 60540
Barbsc.law@gmail.com

March 1, 2016

RE: Freedom of Information Act Request

Dear Mr. Calcaterra,

The Village of Elmwood Park is in receipt of your February 29, 2016, Freedom of Information Act (5 ILCS 140/1 et seq.) ("FOIA") for the following records:

"Copy of FOP #48 Collective Bargaining Agreement representing patrol officers, with effective date of May 1, 2015"

Enclosed are records responsive to your request. However, please be advised that certain information in the records being provided has been determined to be exempt from disclosure under FOIA, and that information has been redacted from the records being provided.

> Section 7 (1)(b) of FOIA provides that "private information" is exempt from disclosure. "Private information" is defined in FOIA as, "unique identifiers, including a person's social security number, driver's license number, employee id number, biometric identifiers, personal financial information, passwords or other access codes, medical records, home or personal telephone numbers, and personal email addresses." Section 7(l)(c) of FOIA provides that, "personal information contained within public records, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy is exempt from disclosure. Consequently, birthdates and other personal information, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as the victim's name and identifying information, have been redacted from the records being provided.
>
> In accordance with Section 9(a) of FOIA, you are hereby notified that you have the right to file a Request for Review regarding the decision made by the Village of Elmwood Park Freedom of Information Officer with the Public Access Counselor at the Illinois Attorney General's Office.

You can file your Request for Review with the Public Access Counselor by writing to:

Sarah Pratt
Public Access Counselor
Office of the Attorney General
500 South 2nd Street
Springfield, Illinois 62706
Fax: 217-782-1396
E-mail: publicaccess@atg.state.il.us

If you choose to file a Request for Review with the Public Access Counselor, you must do so within 60 calendar days of the date of this letter. Please note that you must include a copy of your original FOIA request and this letter when filing a Request for Review with the Public Access Counselor. You are also notified that you have the right to judicial review regarding the decision made by the Village of Elmwood Park Freedom of Information Officer pursuant to Section II of FOIA.

Should you have any questions, please do not hesitate to contact my office.

Gina Pesko

Village Clerk
Freedom of Information Officer
708-452-3948

RESOLUTION NO. 606 -15

A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF ELMWOOD PARK AND THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL, FOP LODGE #48

PASSED AND APPROVED BY THE
PRESIDENT AND BOARD OF TRUSTEES
THIS 21ST DAY OF SEPTEMBER, 2015

Published in pamphlet form by
Authority of the Corporate
Authorities of Elmwood Park, Illinois
the 21st day of September, 2015

547519.1

RESOLUTION NO. 604 -15

A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF ELMWOOD PARK AND THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL, FOP LODGE #48

NOW, THEREFORE, BE IT RESOLVED, by the President and the Board of Trustees of the Village of Elmwood Park, Cook County, Illinois, as follows:

Section 1. That certain collective bargaining agreement between the Village of Elmwood Park and the Illinois Fraternal Order of Police Labor Council, FOP Lodge #48, a copy of which is attached hereto as Exhibit AA@, is hereby approved.

Section 2. The Village President and Village Clerk are hereby authorized and directed to execute and attest, respectively, said collective bargaining agreement, subject to the prior execution of said collective bargaining agreement by representatives of the Illinois Fraternal Order of Police Labor Council, FOP Lodge #48.

Resolved this 21st day of September, 2015.

AYES: 7

NAYS: Ø

ABSENT: Ø

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

547519.1

AGREEMENT BETWEEN

ILLINOIS FOP LABOR COUNCIL

AND

VILLAGE OF ELMWOOD PARK
(Patrol)

May 1, 2015 – April 30, 2018

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ARTICLE I
PREAMBLE

This Agreement is entered into by and between the Village of Elmwood Park, an Illinois municipal corporation (herein referred to as the "Employer") and the Illinois Fraternal Order of Police Labor Council, representing FOP Lodge #48, (hereinafter referred to as the "Labor Council" or the "Union").

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Union representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Union to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employees' wages, hours and working conditions.

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

ARTICLE II
RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters relating to wages, hours, and all other terms and conditions of employment of all officers in the bargaining unit. The bargaining unit shall include:

> All full-time sworn peace officers, including probationary officers, appointed by the Board of Fire and Police Commissioners, below the rank of captain, including patrol officers, corporals, detectives, sergeants, lieutenants, commanders.

Positions EXCLUDED from the above described bargaining unit shall include:

> Chief of Police, captains, Special Assistant to the Chief of Police, Deputy Chief, Administrative Commander, auxiliary police, special police officers, part-time police officers, traffic guards or wardens, civilian parking meter and parking facilities personnel, clerks and dispatchers and other civilian employees; all non-sworn personnel, supervisors, managerial and confidential employees,

and any others excluded by the Illinois Public Labor Relations Act, 5 ILCS 315/1 *et seq.*

ARTICLE III
MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services and missions 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 maintain a capable and efficient police force; to establish specialty positions and select personnel to fill them; to establish work and productivity standards; to assign overtime; to contract out for goods; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to evaluate employees; to require the physical and mental fitness of employees; to establish performance standards for employees; to discipline for just cause; to change or eliminate existing methods, equipment or facilities or introduce new ones; to determine training needs and assign employees to training; to determine work hours (shift hours); to determine internal investigation procedures; 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, (it is within the sole discretion of the Village President to determine that civil emergency conditions exist which may include, but not be limited to riots, civil disorders, tornado conditions, floods or other catastrophes); 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.

ARTICLE IV
NON-DISCRIMINATION

Section 1. Equal Employment Opportunity. The Employer will continue to provide equal employment opportunity for all officers, and develop and apply equal employment practices. The Employer agrees to comply with all applicable laws.

Section 2. 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 V
DUES DEDUCTION AND FAIR SHARE

Section 1. Dues Deduction. Upon receipt of a written and signed authorization form from an employee, the Employer shall deduct the amount of Union dues and initiation fee, if any, set forth in such form and any authorized increase therein, and shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the Employer of any

increase in dues, in writing, at least thirty (30) days prior to its effective date.

Section 2. Dues. Each officer who on the effective date of this Agreement is a member of the Union, and each officer who becomes a member after that date, shall, as a condition of employment, maintain his membership in good standing in the Union during the term of this Agreement.

With respect to any officer on whose behalf the Employer receives written authorization in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the officer the dues and/or financial obligation uniformly required and shall forward the full amount to the Union by the tenth (10th) day of the month following the month in which the deductions are made. The amounts shall be in accordance with the schedule to be submitted to the Employer by the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement. The Employer will not similarly deduct dues in any other labor organization as to officers covered by this Agreement.

Section 3. Fair Share.

(a) Non-council members employed in positions in the bargaining unit, who choose not to become members within thirty (30) calendar days of employment, or the signing of this Agreement, shall be required to pay a Fair Share Fee not to exceed the amount of dues uniformly required of members. Such Fair Share Fee shall be deducted from the employee's paycheck. Such involuntary deduction shall remain in effect for the duration of this Labor Agreement.

(b) The Employer shall take such steps as may be required to accomplish any wage withholding authorized or required by Sections 1 and 2 hereof and shall do such things as are necessary to cause said withholding to be remitted to the collective bargaining agent within thirty (30) calendar days after the date of withholding, provided that nothing contained in this Agreement shall require the Employer to make any withholding unless and until the Council has notified the Employer of the address to which the amount so withheld should be sent and has certified the amount of the Fair Share Fee to be withheld, both within sufficient time to permit the Employer to carry out its obligations to so withhold. The amount withheld shall not change until the Labor Council notifies the Employer that a different Fair Share amount should be collected.

(c) Said Fair Share payment shall not exceed the dues paid voluntarily to the Council by employees covered hereby.

(d) Fair Share payments shall be used for the following purposes only:

(1) Expenses related to the negotiations of this Agreement;

(2) Expenses relating to administration of this Agreement;

(3) Expenses related to adjustment of grievances filed hereunder;

(4) Expenses relating to lobbying activities insofar as said activities relate to the Council's collective bargaining efforts;

(5) Expenses otherwise permitted by law to be included in the Fair Share payment provided that in no event shall any such payment be utilized for the purpose of supporting any political or ideological activities of the Council, including contributions related to the election or support of any candidate for political office.

(e) In the event any employee required to make a Fair Share payment hereby disputes the amount withheld pursuant to the Article, said employee may, within thirty (30) calendar days from the date that said amount is first withheld, file a complaint with the Council to that effect, listing the reasons for the dispute. Such complaint may be filed solely on the basis that the Fair Share payment amount includes expenses not permitted under Section 3(d) above. The employee shall provide a copy thereof to the Employer and the Council.

(f) The Council shall consider said complaint in accordance with procedures established by it, and shall, within thirty (30) calendar days of the date of the complaint, determine whether the required Fair Share payment amount includes any expense not permitted by Section 3(d) above. If the Fair Share payment amount includes unpermitted expenses, the Council shall adjust the payment amount so as to exclude said unpermitted expenses, notifying the Employer thereof; and said revised amount shall thereafter become the amount withheld pursuant to this Article, by the Employer for all employees covered by this Agreement.

(g) If the employee is not satisfied with the decision of the Council, said employee may, within thirty (30) days of the decision of the Council, notify the Employer and the Council that he/she wishes the complaint determined by an arbitrator, requested by and chosen from the Federal Mediation and Conciliation Service. The cost of the arbitrator shall be borne by the Council, however the employee shall be responsible for all of his own expenses, and those of his witnesses and counsel.

(h) From the date the Employer receives notice of complaint of the employee, the Employer shall deposit the Fair Share Fee deducted from the employee in an interest bearing escrow account. Once a final decision is received on the question, the Employer shall pay the proceeds of the escrow account in accordance with said decision.

(i) The Council shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit, cost, expense, or any other form of liability, including fees for attorneys hired by the Council, and costs arising from or incurred as a result of any act taken or not taken by the Employer in complying with or carrying out the provisions of this Article.

ARTICLE VI
NO STRIKE

Section 1. No Strike Commitment. Neither the Union nor any police officers, agents or employees will instigate, promote, sponsor, engage in or condone in any strike, sympathy strike, secondary boycott, slow-down, concerted stoppage of work, concerted refusal to perform overtime, mass absenteeism or picketing which in any way results in the interruption or disruption or interference with, in whole or in part, the full, faithful and proper performance of the duties of employment with the Employer or with Village operations. Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work. Neither the Union nor any police officer shall refuse to cross any picket line by whomever established.

Section 2. In the event of action prohibited by Section 1 above, the Union immediately shall disavow such action and request the officers to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, arising after their compliance with the requirements of this Section.

Section 3. Union Liability. On the failure of the Union to comply with the provisions of Section 2 above, any agent or official of the Union who is a police officer covered by this Agreement may be subject to the provisions of Section 4 below.

Section 4. Discipline of Strikers. Any police officer who violates the provisions of Section 1 of this Article shall be subject to immediate discharge subject to the provisions of 65 ILCS 5/10-2.1-17. Any action taken by the Employer against any officer who participates in any action prohibited by Section 1 shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the Grievance Procedure.

Section 5. The Employer will not institute a lockout over a dispute with the Labor Council so long as there is no breach of Section 1 or 2 of this Article.

ARTICLE VII
BILL OF RIGHTS

Section 1. Conduct of Disciplinary Interrogations.

A. Definitions: For purposes of this Article, the following terms shall have the meanings set forth herein:

Officer: Means any peace officer, as defined by Section 2-13 of the Criminal Code of 2012, as now or hereafter amended, who is a member of the bargaining unit. The term does not

include crossing guards, parking enforcement personnel, traffic wardens or employees of any State's Attorney's Office.

Informal Inquiry: Means a meeting by supervisory or command personnel with an officer upon whom an allegation of misconduct has come to the attention of such supervisory or command personnel, the purpose of which meeting is to mediate a citizen complaint or discuss the facts to determine whether a formal investigation should be commenced.

Formal Investigation: Means the process of investigation ordered by a commanding officer during which the questioning of an officer is intended to gather evidence of misconduct which may be the basis for filing charges seeking his or her removal, discharge or suspension in excess of three (3) days.

Interrogation: Means the questioning of an officer pursuant to the formal investigation procedures of the respective unit of local government unit in connection with an alleged violation of such unit's rules which may be the basis for filing charges seeking his or her suspension, removal or discharge. The term 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 officer's record but which may not in themselves result in removal, discharge or suspension in excess of three (3) days.

Administrative Proceeding: Means any non-judicial hearing which is authorized to recommend, approve or order the suspension, removal or discharge of an officer.

B. No officer shall be subjected to interrogation without first being informed in writing of the nature of the investigation. If an administrative proceeding is instituted, the officer shall be informed beforehand of the names of all complainants. The information shall be sufficient to reasonably apprise the officer of the nature of the investigation.

C. All interrogations shall be conducted at a reasonable time of day. Whenever the nature of the alleged incident and operational requirements permit, interrogations shall be conducted during the time when the officer is on duty. In the event that such interrogations are conducted on the employee's off-duty hours, then the employee shall be compensated in accordance with the overtime payment provisions of this Agreement.

D. The officer under investigation shall be informed of the name, rank and unit or command of the officer in charge of the investigation, the interrogators, and all persons present during any interrogation except at a public administrative proceeding.

E. Interrogation sessions shall be of reasonable duration and shall permit the officer interrogated reasonable periods for rest and personal necessities.

F. The officer being interrogated shall not be subjected to professional or personal abuse, including offensive language.

G. A complete record of any interrogation shall be made, and a complete transcript or copy shall be made available to the officer under investigation without charge and without undue delay. Such record shall be electronically recorded.

H. No officer shall be interrogated without first being advised in writing that admissions made in the course of the interrogation may be used as evidence of misconduct or as the basis for charges seeking suspension, removal or discharge; and without first being advised in writing that he/she has the right to counsel of his/her choosing who may be present to advise him/her at any stage of any interrogation.

I. The officer under investigation shall have the right to be represented by counsel of his/her choosing and may request counsel at any time before or during interrogation. When such request for counsel is made, no interrogation shall proceed until reasonable time and opportunity are provided to the officer in order to obtain and confer counsel. The right to Union and/or legal representation shall apply at any interrogation or investigation level, regardless of the extent of disciplinary action that may be taken.

J. Admissions or confessions obtained during the course of any interrogation not conducted in accordance with this Article may not be utilized in any subsequent disciplinary proceeding against the officer.

K. In the course of any interrogation, no officer shall be required to submit to a polygraph test or any other test questioning by means of any chemical substance, except with the officer's expressed written consent. Refusal to submit to such tests shall not result in any disciplinary action nor shall such refusal be made a part of his/her record.

L. The rights of officers in disciplinary procedures set forth under this Article shall not diminish the rights and privileges of officers that are guaranteed to all citizens by the Constitution and laws of the United States and of the State of Illinois.

M. This Article does not apply to any officer charged with violating any provisions of the Criminal Code of 1961, or any federal, State or local criminal law.

N. No officer shall be discharged, disciplined, demoted, denied promotion or seniority, transferred, reassigned or otherwise discriminated against in regard to his/her employment, or be threatened with any such treatment as retaliation for or by reason of his/her exercise of the rights granted by this Article.

O. Prior to an interrogation of an officer, anyone filing a complaint against a sworn peace officer must have the complaint supported by a sworn affidavit. Any complaint, having been supported by a sworn affidavit, and having been found, in total or in part, to contain knowingly false material information, shall be presented to the appropriate State's Attorney for a determination of prosecution.

Section 2. No law enforcement officer shall be required or requested to disclose any item of his property, income, assets, source of income, debts, or personal or domestic expenditures (including those of any member of his family or household) unless such information is necessary in investigating a possible conflict of interest with respect to the performance of his official duties, or unless such disclosure is required by law.

Section 3. If the investigation or interrogation of a bargaining unit member results in the recommendation of suspension or discharge, then the Employer shall follow the procedures set forth in Article XXX of this Agreement.

Section 4. If any officer covered by this Agreement is charged by indictment or complaint to have violated any provision of the Criminal Code of Illinois or any statute of the United States, he shall be entitled to his wages and other economic benefits provided for in this Agreement until such time as the Board of Fire and Police Commissioners commences a hearing on the charges.

Section 5. Non-Adoption of Ordinance. The Employer shall not adopt any ordinance and the Police Department shall not adopt any regulation which prohibits the rights of an officer to bring suit arising out of his duties as an officer.

Section 6. Photo Dissemination. No photo of an officer under investigation shall be made available to the media prior to a conviction of a criminal offense or prior to a decision being rendered.

Section 7. Compulsion of Testimony. The Police Department shall not compel an officer under investigation to speak or testify before, or to be questioned by any Civilian Review Board (excluding Fire and Police Commission) on any matter or issue under investigation.

Section 8. Except as provided in Article XXIX hereof, no officer shall be ordered to submit to a blood test, a breathalyzer test or any other test to determine the percentage of alcohol or controlled substances in the blood for any reason except upon reasonable cause to believe that the officer is then under the influence of alcoholic beverages or controlled substances. The Employer shall set forth such reasonable suspicions and the basis thereof, including objective facts and reasonable inferences drawn from those facts in light of experience, in writing prior to any such order or requirement.

Section 9. If an employee is the subject of an investigation, and the ensuing investigation fails to substantiate the complaint, the Employer will not place any information about the unsubstantiated complaint or the ensuing investigation into the employee's personnel files. This shall not preclude the Employer from maintaining separate internal investigation files on such complaints. The Employer will not take any adverse action against an employee based on such unsubstantiated complaint. Employees will be promptly notified on the completion of the investigation or sooner, if practicable.

ARTICLE VIII
RESOLUTION OF IMPASSE

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

ARTICLE IX
GRIEVANCE AND ARBITRATION

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purpose of this Agreement, a grievance is any dispute or difference of opinion raised by an employee or the Union against the Employer involving the meaning, interpretation or application of the provisions of this Agreement. Any matter which is subject to the jurisdiction of the Fire and Police Commission established by law, except as provided in Article XXX of this Agreement, shall not be a subject of grievance or arbitration under this Agreement. Grievances concerning oral or written reprimands shall be commenced at Step 3 of the grievance procedure, and shall not be advanced to Step 4 of the grievance procedure. Any time period provided for under the steps in the grievance procedure may be mutually extended or contracted.

Step 1. The employee, with or without a Union representative may file in writing a grievance with the employee's immediate shift supervisor within ten (10) calendar days of its occurrence, or circumstances giving rise to a grievance when first known or should have been known by the grievant. The shift supervisor shall schedule a meeting with the employee and attempt to adjust the matter within seven (7) calendar days of the filing of the grievance and shall respond to the grievance in writing within seven (7) calendar days of the meeting.

Step 2. If not adjusted in Step 1, the grievance shall be reduced to writing and presented by the Union to the Chief of Police within ten (10) calendar days following the receipt of the supervisor's answer in Step One. The Chief of Police shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting with the employee, his immediate supervisor or Shift Commander, and Union Representative within ten (10) calendar days after receipt of the grievance from the Union. The Chief of Police shall then render a written decision, based on the supplied information during the meeting, within ten (10) calendar days of the meeting.

Step 3. If the grievance is not adjusted in Step 2, the grievance shall be submitted in writing by the Union to the Manager within five (5) calendar days of the receipt from the Chief of Police of his response to the Step 2 procedure. A meeting shall be held at a mutually agreeable time and place with the Manager (or his representative) to discuss the grievance and hopefully come to an equitable solution. If a grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the parties. If no settlement is

reached, the Manager, or his designated representative, shall give the Union the Employer's answer within fifteen (15) calendar days following their meeting.

Step 4. If the grievance is not settled in Step 3, the matter shall be referred for arbitration by written request by the Union made within ten (10) calendar days of the Employer's answer in Step 3. Arbitration shall proceed in the following manner:

(1) The parties shall attempt to agree upon an arbitrator. In the event the parties are unable to agree upon an arbitrator, they shall jointly request the Federal Mediation Conciliation Service to submit a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators. Upon receipt of the panel of arbitrators, the parties agree to alternate the striking of names from the panel, until one (1) name remains. This striking process shall be determined by a toss of the coin with the winner of the coin toss deciding whether to go first or second. Once the alternating striking process has been completed, the remaining arbitrator on the list shall be the one selected to conduct the hearing. Either party shall have the right to reject one (1) panel in its entirety. The arbitrator shall be notified of his/her selection by the parties and requested to set a time and a place for the hearing, subject to the availability of the Employer and Union representative. More than one (1) grievance may be submitted to the arbitrator where both parties mutually agree in writing.

(2) The arbitrator shall promptly review the grievance and the information and decisions rendered at the various steps of the grievance procedures. The arbitrator shall confer with the parties to this grievance as necessary and may hold a hearing at the option of the arbitrator. The scope of the hearing shall be at the sole discretion of the arbitrator. The hearing shall be a closed hearing.

(3) The arbitrator shall issue their decision not later than thirty (30) calendar days from the date of closing of any conference or hearing, if necessary, or if no conference or hearings are required, then from the date when the final grievance documents are submitted to him.

(4) The decision of the arbitrator shall be in writing and shall set forth the findings of fact, reasoning and conclusions of the issues submitted.

(5) The decision of the arbitrator panel shall be binding on the parties concerned in the grievance.

(6) The cost of the arbitrator shall be borne equally by the Union and the Employer.

(7) If the arbitrator calls for meetings or hearings, and these meetings cannot be held during the normal working hours of the grieved patrol officer, then no additional compensation or overtime payment shall be made by the Employer to either the grieved employee, witnesses or representatives of the Union.

(8) The arbitrator may interpret the Agreement but shall have no right to ignore, add to, take from, or modify any of the provisions of this Agreement.

ARTICLE X
LABOR-MANAGEMENT CONFERENCES

Section 1. The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a "labor-management conference" and expressly providing the agenda for such meeting. Such meetings and locations shall be limited to:

(a) Discussion on the implementation and general administration of this Agreement.

(b) A sharing of general information of interest to the parties.

(c) Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.

The Employer and the Union agree to cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of law enforcement can be effectuated for the maximum protection of the citizens of the State of Illinois.

To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

Section 2. It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "labor-management conferences", nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 3. No more than one (1) Union member may be absent from work in order to attend such "labor-management conferences". When absence from work is required to attend "labor-

management conferences", Union members shall, before leaving their work station, give reasonable notice to and receive approval from, their supervisor in order to remain in pay status. The Chief of Police shall approve such an employee's attendance at "labor-management conferences" except in situations where the operations of the department cannot permit such absence. Travel expenses associated with any "labor-management conferences" shall be the responsibility of the employee.

ARTICLE XI
LAYOFF

Where there is an impending lay-off with respect to the officers in the bargaining unit, the Employer shall inform the Union in writing no later than thirty (30) days prior to such lay-off, and will provide the Union with the names of all officers to be laid off. Probationary police officers shall be laid off first, then certified officers covered by this Agreement shall be laid off in accordance with their seniority. The officers with the least amount of seniority shall be laid off first. All officers shall receive notice in writing of the lay-off at least thirty (30) days in advance of the effective date of such lay-offs.

No employee will be hired or paid to perform those duties normally performed by an officer while any officer is on lay-off status.

Any officer who has been laid off shall be placed on the appropriate reinstatement list and shall be recalled on the basis of seniority in the police department. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the officer is to report back to work.

It shall be the officer's responsibility to keep the Employer notified as to his/her current mailing address. A recalled officer shall be given seven (7) calendar days from receipt of notice to respond, and eight (8) additional days to report to work. The Employer may fill the position on a temporary basis until the recalled officer reports to work providing the officer reports to work during that fifteen (15) day period. Officers recalled to full-time work are obligated to take such work. An officer who declines recall to full-time work shall forfeit his/her seniority rights. An officer's right to reinstatement shall cease after twenty-four (24) months of continuous lay-off.

ARTICLE XII
EMPLOYEE SECURITY

Section 1. Personnel File Inspection. The Employer's personnel files and disciplinary history relating to any officer shall be open and available for inspection by the affected employee during the regular business hours, with advance notice to and approval of the Chief of Police. The right of the officer or the officer's designated representative to inspect his or her personnel records does not apply to:

(a) Letters of reference for that employee.

(b) Any portion of a test document, except that the officer may see a cumulative total test score for either a section of or the entire test document.

(c) Materials used by the Employer for management planning, including but not limited to judgments, external peer review documents or recommendations concerning future salary increases and other wage treatments, management bonus plans, promotions and job assignments or other comments or ratings used for the employer's planning purposes.

(d) Information of a personal nature about a person other than the employee if disclosure of the information would constitute a clearly unwarranted invasion of the other person's privacy.

(e) An employer who does not maintain any personnel records.

(f) Records relevant to any other pending claim between the Employer and employee which may be discovered in a judicial proceeding.

(g) Investigatory or security records maintained by an Employer to investigate criminal conduct by an employee or other activity by the employee which could reasonably be expected to harm the Employer's property, operations, or business or could by the employee's activity cause the Employer financial liability, unless and until the Employer takes adverse personnel action based on information in such records.

Section 2. Limitation on Use of Material. Any information of an adverse nature which may be contained in any unfounded or exonerated matter, shall not be used against an employee in any future proceedings.

Section 3. Insertion of Adverse Material. If an Employer inserts any adverse material into the personnel file of any officer, then the officer shall be afforded an opportunity to review and receive a copy of said material if such a request is made.

ARTICLE XIII
SAFETY ISSUES

Section 1. Safety issues are proper topics for discussion at the labor-management conferences provided in this Agreement. In addition thereto a representative of the Union shall be designated by the members of the Union to serve as a member of the Village Safety Committee.

Section 2. Disabling Defects. No employee shall be required to use any equipment that has been designated by both the Union and the Employer as being defective because of a disabling condition unless the disabling condition has been corrected.

When an assigned department vehicle is found to have a disabling defect or is in violation of the law, the officer 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.

The Employer shall take all reasonable steps to protect employees during working hours in the performance of their duties.

ARTICLE XIV
INDEMNIFICATION

Section 1. Employer Responsibility. The Village shall be responsible to hold officers harmless from and pay for money damages which may be adjudged, assessed or otherwise levied against any officer covered by this Agreement for any acts of the officer arising within the scope of his employment, regardless whether claims for such acts may be filed after the resignation or retirement of such officer. The Employer shall indemnify the officer or pay for damages, except for damages which are punitive or exemplary in nature, and except as otherwise prohibited by law.

Section 2. Legal Representation. Officers shall have legal representation by the Employer in any civil cause of action brought against an officer resulting from or arising out of the performance of duties, except for claims for punitive or exemplary damages and except as prohibited by law.

Section 3. Cooperation. Officers shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising out of this Article.

Section 4. Applicability. The Employer will provide the protections set forth in Section 1 and Section 2 above, so long as the officer is acting within the scope of his employment and where the officer cooperates, as defined in Section 3, with the Employer in defense of the action or actions or claims.

ARTICLE XV
HOURS OF WORK AND OVERTIME

Section 1. Normal Work Period and Work Day. Normal work period for all bargaining unit members is fourteen (14) days in duration and the work period shall begin on a Sunday, and end on a Saturday, fourteen (14) days later.

A normal work day for bargaining unit members shall be eight (8) consecutive hours in duration. Each work day shall include a thirty (30) minute paid meal break, which may be interrupted or precluded for emergency business. A meal period which is precluded or interrupted shall be resumed or provided at a later time in the same work day, if the workload permits. In no case shall an employee be entitled to extra compensation for any meal period not taken. The meal period will be assigned by the shift supervisor who shall determine the timing and personnel involved.

Section 2. Overtime Compensation. The Village of Elmwood Park Police Department hereby specifically announces its intentions to proceed under the exemptions provided in Section 207(k) of the Fair Labor Standards Act. All time worked in excess of the normal period of eighty (80) hours in a fourteen (14) day work period shall be compensated the premium rate of time and one-half the regular hourly rate of pay. An officer may voluntarily adjust his schedule with mutual agreement from the Chief of Police or his designee, otherwise, officers shall be compensated at the premium rate as set forth hereinabove for any hours worked in excess of eighty (80) hours in a normal fourteen (14) day work period. For purposes of this Section, all compensated hours shall be considered as hours worked.

The overtime rate shall be calculated on the basis of fifteen (15) minute increments.

Section 3. Call-Back. A call-back is defined as an official assignment of work which does not immediately precede or follow an employee's regularly scheduled work hours. Employees required to report for work pursuant to a call-back, either on a regularly scheduled work day or on a day off, shall be compensated for a minimum of two (2) hours, or the actual time worked, whichever is greater.

Employees shall be paid the premium rate of time and one and one-half (1-1/2) the regular hourly rate of pay for all hours in excess of eighty (80) hours as described above.

In non-emergency situations, the Chief or his designee, as a general rule, shall take every reasonable step to obtain volunteers for call-back assignments, before requiring call-back work. However, volunteers will not necessarily be selected for work already in progress. Also, specific officers may be selected for special assignments, based upon specific skills, abilities and experience they may possess.

Call-back duties shall be offered to the employees in accordance with the seniority list. Assignments shall be offered to the most senior officer on the list first, who may accept or reject the assignment, and shall proceed in descending order until such assignment is filled. Once an officer accepts or rejects an assignment, he shall not be eligible for future assignment until such time as all officers on the list have had an opportunity for call-back assignment.

Section 4. Court Time. There are currently two (2) court calls at which an officer may be required to appear, one commencing at 9:00 a.m. and the second commencing at 1:30 p.m. Employees required to attend court, while off-duty, shall be compensated for a minimum for two and one-half (2-1/2) hours for each court appearance (at overtime rates for any off-duty court appearances), except if such court appearance is contiguous to the end of an officer's regularly scheduled shift, such officer shall only be compensated for the actual hours of the officer's appearance in court after the employee's scheduled shift hours. However, any employee who is required to attend court on behalf of the Village on a regularly scheduled day off (excluding vacation and personal days) shall be compensated for a minimum of three (3) hours for each court appearance (at overtime rates for any off-duty court appearances). In the event the regular court calls are

rescheduled, the parties shall meet and negotiate regarding the minimum compensation for either multiple morning calls or multiple afternoon calls, as the case may be. Employees shall be paid the premium rate of time and one-half their regular hourly rate of pay for all hours worked in excess of eighty (80) hours, as described above. Compensation for off-duty court attendance shall be either in the form of pay or by compensatory time, at the option of such employee, but if no option is selected by an employee for a particular pay period, such compensation shall be in the form of pay.

Section 5. Training Time. All employees covered by this Agreement shall be compensated a minimum of two (2) hours for any and all training and/or meetings which may be required while on the employee's off-duty time. All such duties shall be subject to the straight time/overtime provisions of this Article. However, all employees covered by this Agreement shall be required to submit to two (2) hours of firearm qualification classes of training per month, such time to be compensated at straight time regardless of all other hours worked during that work period.

Employees who are required to travel more than twenty-five (25) miles outside of the residency limits established in Article XXXI of this Agreement shall be compensated one-half (1/2) hour for travel time for each twenty-five (25) miles or portion thereof that such employee travels outside the residency limits, but excluding the first twenty-five (25) miles on each leg of the trip. Compensation shall be at the applicable rate of pay.

Section 6. Secondary Employment. Employees shall continue to be permitted to perform secondary employment in accordance with past practice and as modified by the Department's secondary employment policy dated March 15, 2001. Disputes concerning secondary employment shall be resolved through the grievance and arbitration provisions of this Agreement. Approval to perform secondary employment shall not be granted until the employee furnishes proof that the secondary employer has workers' compensation insurance coverage, when such coverage is required by law.

Section 7. Scheduling. During the term of this Agreement, the Chief of Police shall implement the previously worked-out permanent shift schedule on a trial basis. The Chief of Police shall retain the right to modify said schedule or to revert to rotating shifts at any time hereafter, pursuant to the second and third paragraphs of this Section.

Employees shall be assigned to their shifts based on the former shift assignment system, in which each employee expressed his/her shift preferences by listing a First Choice, Second Choice and Third Choice. By December 1st of each calendar year, bargaining unit employees shall be required to submit to the Chief of Police or his designee their list of shift preferences. If a bargaining unit employee fails to submit such shift preference list by the deadline, the employee's shift preferences shall be designated by default by the Chief of Police or his designee. The top three selections of patrol officers on each shift and the sergeant on each shift shall be determined based on seniority (length of service, regardless of rank), for a total of four (4) selections per shift to be determined by seniority. The assignment of the remaining officers to each shift shall be made by the Chief of Police or his designee, without regard to seniority. For such other shift assignments, the Chief of Police or his designee shall consider those officers' preferences and seniority, but such

preferences and seniority shall not be controlling. However, no officer shall be assigned to the same shift for three (3) consecutive years, if such shift was the officer's "Third Choice" in each of the three (3) consecutive years. The assignment and designation of one evidence technician and one juvenile officer to each shift shall be made by the Chief of Police or his designee, without regard to the seniority or shift preferences of such officers.

Shift Commanders shall be designated and assigned to each shift at the sole discretion of the Chief of Police or his designee, and such designations and assignments shall be made without regard to seniority.

Notwithstanding the above, in the event that a bargaining unit member is served with a subpoena to appear in court, upon mutual agreement between the Chief of Police or his/her designee and such bargaining unit member, such bargaining unit member's scheduled shift may be changed to the shift that more closely aligns with the required time for appearance in court, for any day that such officer is required to appear in court in response to such subpoena, provided that no other bargaining unit member's schedule is required to be changed.

Section 8. Extra Duty Details. Extra duty details shall be defined as employment, solely at the employee's option, by a separate or independent employer for law enforcement or related activities, which employment is facilitated by the Village (*e.g.*, Binny's security) pursuant to the applicable provisions of Section 7(p) of the Fair Labor Standards Act.

Bargaining unit members on a first-come, first-served basis will fill extra-duty details. Probationary employees are excluded and are not permitted to work extra-duty details. Once bargaining unit employees have been given a reasonable amount of time to sign up for details, remaining details will then be offered to non-bargaining unit employees. Employees working extra-duty details shall be compensated at the rate of pay to be agreed to between the Union and Employer.

Section 9. Compensatory Time. If offered by the Village, at the option of the officer, overtime (including FTO compensation) may be accrued as compensatory time off in lieu of payment for overtime. Overtime shall be banked at the rate of one and one-half (1-1/2) hours of compensatory time off for each overtime hour. Officers may not accrue more than eighty (80) hours of compensatory time off at any time. Payment of overtime, regardless of the officer's option, shall occur if an officer reaches the eighty (80) hour cap. An officer who accrues eighty (80) hours of compensatory time off and subsequently uses compensatory time off, thus dropping below the eighty (80) hour cap, may again elect, at his option, to accrue compensatory time off in lieu of payment, if offered by the Village.

An officer's use of accumulated compensatory time shall be scheduled at the mutual convenience of the officer and the Chief or his designee. The Chief or his designee shall not unreasonably deny the use of compensatory time if operational requirements will not be adversely affected. Compensatory time off shall not be approved if its use causes a Call-Back (Section 3); however, once compensatory time off is approved, it shall not be revoked unless a bona fide emergency exists. Compensatory time off requests will be approved on the basis of seniority if

submitted prior to the Chief's or his designee's approval of the schedule for the scheduling period the request falls in. Compensatory time off requests submitted within a scheduling period for which the schedule was already approved by the Chief or his designee will be approved on a first come, first served basis, regardless of seniority.

On April 30th of each calendar year, the Village will pay out the entire balance of compensatory time to every officer who has accrued compensatory time. The compensation shall be payable on the first payroll date in May, at the hourly rate in effect on April 30th. After the compensatory time off bank has been zeroed (paid out), officers may again accrue compensatory time at their option.

Section 10. Village Security Details. If the Chief or his/her designee, in his/her sole discretion, determines that security is needed for Village-sponsored events (including, but not limited to, Concerts in the Park, Fourth of July activities, the Taste of Elmwood Park, and the Fall Festival), then only full-time police officers or auxiliary officers may be used to provide such security. The Chief or his/her designee, in his/her sole discretion, shall determine how many full-time police officers and auxiliary officers are needed for security for such Village-sponsored events. If full-time officers are needed for such security details, the Chief shall assign the full-time officers in accordance with Section 3, Call-Back, of this Article.

ARTICLE XVI
WORKING OUT OF CLASSIFICATION

Section 1. An employee below the rank of sergeant who is temporarily assigned, by order or operation of departmental regulation, to the duties of sergeant shall be paid the pay grade of a sergeant during such assignment, provided the minimum requirement is met. A sergeant who is temporarily assigned, by order or operation of department regulation, to the duties of commander shall be paid the pay grade of a lieutenant during such assignment, provided the minimum requirement is met. No more than one (1) employee may work out of classification at one time.

In order to qualify for temporary assignment pay, the employee must work two (2) consecutive hours or more in the higher level position classification.

Section 2. When an employee is assigned the duties and responsibilities of a rank higher than that which he normally holds, for an accumulated total of at least one thousand twenty-six (1,026) hours in any calendar year, he shall be paid the rate for the higher rank for his vacation period with any necessary adjustment to be made at the end of the calendar year.

ARTICLE XVII
COMPENSATION

Section 1. Wages. The salary scale as agreed and established for employees covered by this Agreement is set forth on Exhibits A, B and C attached.

If at any time during the term of this Agreement, the Village's state-shared revenue from the Local Government Distribute Fund ("LGDF") (which is the Village's share of the State income tax) is reduced by 10% or more, based on action by the Illinois General Assembly, then the covered employees shall not receive a wage increase for that year. This determination shall be made prior to April of each year during the term of this Agreement. Following a reduction of 10% or more of such revenue in 2016 or 2017, if the shared revenue is not reduced by action of the Illinois General Assembly, then the covered employees shall receive wage increases effective May 1st of the year in which such reduction has not occurred, but such wage increase shall be in the amount previously scheduled for the year in which such wage increase was not required pursuant to this paragraph. (For example, if a covered employee does not receive a wage increase effective May 1, 2016, such employee's wages will be automatically adjusted to the May 1, 2015 wage amount as indicated in Exhibit A, to be effective on May 1, 2016, in lieu of the wage amount indicated in Exhibit B, unless the Village's LGDF revenues are reduced by 10% or more, based on action by the Illinois General Assembly. Thereafter, the wage schedule in effect May 1, 2017 would be the wage amount as indicated in Exhibit B, in lieu of the wage amount indicated in Exhibit C, unless the Village's LGDF revenues are reduced by 10% or more.) This language shall be effective for only the May 1, 2016 and May 1, 2017 wage increases, and the language shall expire on December 31, 2017.

In the event that the Village does not exercise its authority in either 2016 or 2017 to forego providing a wage increase to bargaining unit members who are represented by the Elmwood Park Firefighters Association, or to non-represented employees of the Village, then bargaining unit members shall receive the same percentage wage increase that such non-represented employees or firefighters received for that year.

Section 2. Longevity. In addition to the employee's base salary, each employee shall receive longevity pay based upon his years of service as a full-time sworn police officer with the Village. Longevity shall consist of a two percent (2%) raise of the base pay after three (3) years of completed service, plus an additional two percent (2%) for each three (3) year period thereafter, with a maximum accumulation of eight percent (8%) after the completion of twelve (12) years of such required service with the Village.

Section 3. In addition to other compensation, officers who act in the capacity of a field training officer (FTO) shall receive an additional one-half (1/2) hour overtime per shift for each shift that they are actually engaged in acting as an FTO.

ARTICLE XVIII
SENIORITY

Section 1. Definition of Seniority. As used herein, the term "seniority" shall refer to and be defined as the continuous length of service or employment covered by this Agreement from the date of last hire as a sworn officer. In cases of officers hired on the same date, seniority shall be determined by referring to the final patrol officer's eligibility list from which they were hired.

Section 2. Vacation Scheduling. Officers shall select the periods of their annual vacation on the basis of seniority. Vacation schedules may be adjusted to accommodate seasonal operations, significant revision in organization, work assignments or the number of personnel in particular ranks. Vacations shall be chosen by seniority of all bargaining unit members, regardless of rank, on each shift; except single day selections shall be determined on a first come, first served basis, regardless of seniority. Vacation schedules shall be approved by the Employer.

Section 3. Promotion. Seniority shall be considered in the promotion of officers covered by this Agreement. In considering officers for promotion, seniority shall in competitive testing, be utilized as a tiebreaker.

Section 4. Seniority List. The Employer shall prepare a list setting forth the present seniority dates for all officers covered by this Agreement which shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting officers covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure. On May 1st of each year the Employer shall furnish the Union with a current seniority list.

ARTICLE XIX
VACATIONS

All employees covered by this Agreement shall be entitled to vacation in accordance with the following schedule:

Years of Service	Days of Vacation
0 through 1	0
1 through 5	12
6 through 11	18
12 through 20	24
21 or more	28

Provided, effective May 1, 1994, any current employee who has completed at least ten (10) years of police service with the Village on April 18, 1988 shall continue to be entitled to twenty-eight (28) days of vacation, or the number of vacation days to which said employee was entitled to on April 18, 1988, whichever is greater.

Employees may not accumulate more than seventy-five (75) vacation days, including the current year's allotment. Effective May 1, 2006, if an employee's total accumulated vacation days, when added to that current year's allotment of vacation days, exceeds seventy-five (75) days, those vacation days in excess of seventy-five (75) shall be forfeited. Employees who are on leave of absence pursuant to the Public Employee's Disability Act (PEDA) and who reach the cap on vacation days shall not continue to accumulate vacation days beyond the cap provided in this Agreement.

ARTICLE XX
HOLIDAYS

Section 1. The following days shall be recognized and observed as holidays:

> New Years' Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, General Election Day (State or National), Veteran's Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, Christmas Day, and Employee's Birthday.

Section 2. Holiday Compensation. Employees shall be entitled to compensation for such holiday equal to eight (8) hours the regular hourly rate of pay. Any employee, whether he works his regularly scheduled work hours on a holiday or not, shall be entitled to eight (8) hours of additional pay, at the straight time rate, as holiday pay (i.e. each employee will receive one (1) additional day's pay during that pay period in which a holiday occurs). Any hours worked on holidays shall be credited towards the eighty (80) hours requirement for overtime compensation. Any employee who calls in sick the day before or day after a holiday may be required to provide medical proof of illness, such notice of required proof to be given at the time the employee notifies his supervisor or returns to work.

Any employee who works on one (1) of the holidays listed in Section 1 shall receive an additional two (2) hours of holiday pay at the straight time rate, as additional holiday pay.

ARTICLE XXI
INSURANCE

Section 1. Medical/Hospitalization Insurance. The Village agrees to provide medical/ hospitalization insurance plans, with approximately the same benefits as currently provided to employees covered by this Agreement and their dependents. The Village agrees to pay ninety percent (90%) of the premium for single coverage for employees enrolled in the Village's HMO or PPO/Standard plan, and ninety percent (90%) of the premium for dependent coverage for employees enrolled in the HMO or PPO/Standard plan, and the covered employees shall be responsible for paying ten percent (10%) of the premium for single coverage and/or family coverage in the HMO plan or PPO/Standard plan, whichever plan the employee elects. For purposes of this Agreement, the term "dependent coverage" shall be an insurance plan that includes coverage for an employee's spouse or dependent child(ren) (eg. "Employee and Spouse" plans, "Employee and Child(ren)" plans, "Full Family" plans). The Village reserves the right to amend this plan or to change insurance carriers

from time to time upon thirty (30) days notification to the Labor Council, provided such amendment or change does not increase the deductible limit borne by the employee, nor substantially reduce coverage below the benefits set forth in Appendix "A", attached hereto and made a part hereof.

Notwithstanding the above, the Village shall not be required to offer any group health insurance plan that will be in effect on or after January 1, 2018 that will be subject to an excise tax for high-cost coverage ("Cadillac Tax") under the Affordable Care Act ("ACA") or any similar state or federal legislation or regulation, except that if the Village does offer a group health insurance plan that is subject to such Cadillac tax on or after January 1, 2018, employees who are enrolled in such plan shall be required to pay, as additional health insurance premium contributions, in addition to the employee premium contributions set forth above, an amount equal to any Cadillac tax. Any time after July 1, 2016, upon the written demand of either party, the parties shall re-open negotiations regarding this Section 1., with regard to bargaining over an alternative health insurance plan that will not be subject to such Cadillac Tax under the ACA or any similar state or federal legislation or regulation, for implementation on July 1, 2017. Such bargaining shall commence no later than thirty (30) days after such written demand to bargain is made. In such event, the parties shall negotiate for a period of thirty (30) days or longer if mutually agreed. If no agreement is reached within the negotiation period, both parties agree to resolve any disputes relating to such mandatory subject of bargaining by expedited impasse resolution under Section 14 of the Illinois Labor Relations Act. If agreement is not reached by October 1, 2016, the parties agree to select an arbitrator at that time, just in case the arbitrator's services become necessary, and further agree to only select an arbitrator who will agree to hold a hearing and issue a decision and award by March 1, 2017. The parties agree that negotiations and/or interest arbitration shall be completed by March 1, 2017, so that such plan and/or benefit level modifications can be implemented by July 1, 2017.

Section 2. Dental Insurance. The Employer agrees to maintain current dental insurance program at no cost to the employee for individual coverage. Dependent coverage shall also be made available with the employee paying one hundred percent (100%) of the cost of dependent coverage.

Section 3. Life Insurance. The Village shall provide each employee life insurance coverage in the amount of Fifty Thousand ($50,000.00) Dollars, at no cost to the employee. In the event the Village increases the amount of the life insurance benefit for any other member of a Village collective bargaining unit, the Village shall increase the amount of the life insurance benefit for employees covered by this Agreement to an amount not less than that amount provided to members of other collective bargaining units of the Village.

Section 4. Post-Retirement Option. Employees who retire in good standing with the Village shall be permitted to deposit the dollar value of all accrued and unused vacation time, personal time, compensatory time and seventy-five percent (75%) of accumulated sick leave, in lieu of the cash pay-out pursuant to Section 8 of Article XXII of this Agreement, into a Retirement Health Savings Plan, to be established by the Village when designated by the Union, as further provided in Section 1(a) of Article XXII. The Village shall not be required to pay any costs for administration of such Plan, but rather all such costs shall be borne by the employees participating in such Plan.

Section 5. Effective July 1, 2006, any employee who voluntarily does not participate in the Village's medical/hospitalization insurance plans for the previous twelve (12) calendar months, corresponding with the Village's insurance plan year, shall receive a $1,750.00 bonus payment (less applicable withholding).

ARTICLE XXII
SICK LEAVE

Section 1. (a) All employees covered by the terms of this Agreement shall be credited with sick leave at the rate of eight (8) hours per month up to a maximum of ninety-six (96) hours per calendar year unless on leave of absence without pay. An employee who begins work or returns from leave during the first half of the month will receive a full month's sick leave credit; after the middle of the month no sick leave will be credited for that month. Sick leave may be accumulated to a maximum of one thousand forty (1,040) hours. The parties agree to meet upon request of the Union to negotiate an RHS Plan, provided the Village shall not be obligated to make Employer contributions.

(b) During the month of May, each employee shall be required to elect whether to convert those unused sick days accumulated during the previous fiscal year to personal days, to a maximum of fifteen (15) days (*i.e.*, 8 hours sick leave equals 8 hours personal time, to a maximum of 120 hours), provided that no conversion shall be permitted if it would result in less than forty (40) hours of sick leave being retained (*i.e.*, employee must have at least 40 hours of sick leave after conversion).

Section 2. Sick leave is allowed only in case of necessity when the employee is actually sick or disabled in a pay status. An employee who becomes injured or ill and unable to work while on vacation must continue his/her scheduled vacation time before going on sick leave.

Section 3. Accumulated sick leave may be used under the following circumstances:

(a) illness, disability of the employee when the employee is incapacitated for duty;

(b) appointments with doctors, dentists or other professional medical practitioners;

(c) the minimum charge to sick leave accounts shall be in one (1) hour increments.

Section 4. To be eligible for sick leave with pay, an employee must:

(a) report not less than one (1) hour before starting time by telephone or in writing to the police chief or the employee's immediate supervisor, the reason for absence;

(b) keep the police chief or the immediate supervisor informed of his/her condition every subsequent day of the absence after the initial one;

(c) permit the Village to require a medical examination by a Village approved physician as it deems necessary;

(d) submit a medical certificate for any absence exceeding three (3) days when requested by the Village.

Section 5. Maternity leaves are given in accordance with the Village's sick leave, disability and leave of absence policies. The Chief of Police may, at his discretion, grant a light duty assignment to an employee covered by this Agreement, after receipt of a physician's certificate certifying that employee's pregnancy.

Section 6. The Village may investigate any absence for which sick leave is requested and require an employee to see the Village's medical doctor in some instances. False or fraudulent use of sick leave is cause for dismissal or other appropriate disciplinary action against the offending employee.

Section 7. If any employee is absent because of illness or non-occupational disability, the employee shall be required to first exhaust accumulated sick leave days, and then vacation days, until the employee becomes eligible for police pension disability benefits. In the event an employee has exhausted all sick leave and vacation days prior to the expiration of any waiting period for disability benefits, the employee shall not be entitled to any compensation from the Village. Those employees who have exhausted vacation or sick leave and are ineligible for disability benefits may petition the President and Board of Trustees for an extension of sick leave sufficient to allow the individual a continuity of income until such disability benefits become operative. Such petition must be accompanied by sufficient medical documentation verifying the source and extent of the disability. Any extension of sick leave which may be granted shall be debited against future sick leave.

Section 8. Upon termination of employment for any reason, separation from service or death, an employee or the employee's estate is entitled to be paid at one-quarter (1/4) rate for unused sick leave not exceeding one thousand forty (1,040) hours which has accrued on or after January 1, 1988. In the event an employee retires after twenty (20) years of service, unused sick leave shall be compensated at the rate of one-half (1/2) the normal rate of pay. The normal rate of pay to be used in determining the lump sum payment for sick leave shall be the rate of pay on the last day that the employee was in pay status. All accumulated sick leave existing on January 1, 1988 shall remain and be credited to the employees covered by this Agreement. In no event shall such sick leave be accumulated beyond a maximum of one thousand forty (1,040) hours.

ARTICLE XXIII
PERSONAL DAYS

Employees shall be entitled to accumulate up to fifteen (15) personal days (*i.e.*, 120 hours) off. Personal days may be carried over. Personal days off shall be taken at a time which is mutually agreed upon by the employee and the Chief of Police, subject to the operational requirements of the Department.

ARTICLE XXIV
LEAVES OF ABSENCE

Section 1. Bereavement Leave/Death in Family. The Employer agrees to provide to officers up to three (3) days funeral leave without loss of pay as a result of a death in the immediate family, as hereinafter defined. An officer may request to use additional time off, from their other options, but such additional time-off is subject to the approval of the Chief of Police.

Section 2. Definition of Family. A member of the immediate family shall be defined to be any officer's mother, father, wife, husband, daughter, or son (including step or adopted), sister or brother (including half or step), sister-in-law, brother-in-law, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent or grandchild.

Section 3. Short Term Military Leave. Any employee covered by the terms of this Agreement who is a member of a reserve force of the Armed Forces of the United States, or the State of Illinois, and who is ordered by the appropriate authorities to attend training programs or perform assigned duties shall be granted a leave of absence, without pay, for the period of such activity and shall suffer no loss of seniority rights. Employees who are called up for two (2) weeks active duty training may take a leave of absence without pay or take the option of using their earned vacation time.

Section 4. Injury Leave. An officer who sustains injuries or illness arising out of and in the course of his employment shall be covered by the provisions of 5 ILCS 345/1. No officer will lose any benefits while injured on duty, and will continue to accumulate all benefits provided by this Agreement. Officers on injury leave may be returned to light duty if able to perform the work and placed at the discretion of the Department.

Section 5. Family and Medical Leave Act. Effective February 5, 1994, any "eligible employee", as that term is defined under the Federal Family and Medical Leave Act of 1993 (29 USC Sec. 2261 *et seq.*), shall be entitled to a total of twelve (12) work weeks of leave during any twelve (12) month period in accordance with the terms and provisions of said Act. The employee should provide the Chief of Police or his designee thirty (30) calendar days notice if possible before taking such leave, or shall provide such notice as is practicable. An eligible employee may elect, or the Employer may require the employee, to substitute any of the accrued paid vacation leave, personal leave, medical or sick leave of the employee for leave provided under the Act, or any part of the twelve (12) week period for such leave, in accordance with the provisions of the Act. In all other

respects, the employee and the Village shall comply with the provisions of the Family and Medical Leave Act of 1993 and the regulations issued in conjunction with the FMLA.

Section 6. Americans With Disability Act. The Employer may take reasonable steps to comply with the Americans with Disability Act, provided that such action is not inconsistent with the terms of this Agreement. In the event that the Employer's action is inconsistent with this Agreement, upon written request of the Labor Council, the parties shall commence negotiations over the issues, subject to the Resolution of Impasse Procedure contained in this Agreement.

ARTICLE XXV
UNIFORMS

All sworn employees shall be entitled to a uniform allowance in the amount of One Thousand ($1,000.00) Dollars. This uniform allowance shall be paid to employees in advance in payments of $500.00 on May 1st and November 1st of each year. Employees who were hired after May 1st or November 1st, respectively, shall be entitled to a pro rata payment for the corresponding payment period. The Village shall not be obligated to reimburse employees for the cost of sales tax on such uniform purchases and employees shall not be obligated to turn in receipts for the cost of such uniform purchases.

Any change or addition to the standard uniform as is presently constituted (including civilian dress) shall be paid for by the Employer for the initial article of clothing changed and thereafter shall be paid for by the employee.

The Village shall provide a Level II A contour body armor vest to any bargaining unit member who requests one. Those bargaining unit members who have been provided a Level II A contour body armor vest by the Village shall be required to wear such vest while on duty as a condition of employment, or be subjected to disciplinary action for failure to wear such vest. If the Village has previously provided such vest to an officer, the Village will replace such vest if the Village determines that such vest is no longer functioning for its intended purpose.

ARTICLE XXVI
EDUCATIONAL INCENTIVE AND TUITION REIMBURSEMENT

Section 1. Tuition Reimbursement. The Village encourages full-time police officers to obtain a level of education which would improve his skills as a police officer. If department funds have been allocated, a full-time employee wishing to take college, university, graduate or technical school courses which are designed to improve job skill and ability may request the Village to aid in the cost of such education. Employees become eligible for such reimbursement upon completion of their probationary period. In order to qualify for such aid, written authorization from the Chief of Police must be forwarded at least fifteen (15) days prior to enrollment to the Village Manager for his verification of course content and his formalized approval.

Upon proof to the Village that the employee has earned a "C" grade or better or a "Pass" in a Pass/Fail course, the Village will reimburse the employee for one hundred percent (100%) of the tuition for such approved courses. If not enough money is budgeted by the Village to fully compensate all employees who have applied and qualified for reimbursement, the employees who qualify shall divide the budgeted money on a pro rata basis.

Section 2. Education Incentive. Any officer who has or receives a bachelor's degree from any accredited college or university shall receive a bonus, not added to base, of Seven Hundred Fifty ($750.00) Dollars. This bonus shall be payable on the first payroll date in December of each calendar year during the term of this Agreement. In order to qualify for such bonus, a covered employee must have obtained such a degree and exhibited proof of having obtained said degree to the Chief of Police on or before September 1.

ARTICLE XXVII
BULLETIN BOARDS

The Employer shall provide the Union with designated space on the Police Department's bulletin boards. The Union may place informational material on such bulletin boards provided:

(a) the Union is clearly identified in the material;

(b) the contents of the material relate to activities of the Union and are not partisan, political or defamatory in nature;

(c) the Union assumes all costs incidental to preparation or distribution of the material;

(d) the Union advises the Employer in advance and does not interrupt Employer operations.

ARTICLE XXVIII
FOP REPRESENTATIVES

Section 1. Grievance Processing. Reasonable time while on duty shall be permitted to Union representatives for the purpose of aiding or assisting or otherwise representing officers in the handling and processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay. Approval of the shift supervisor shall be obtained prior to the use of on-duty time for such purposes. Such activities shall not interfere with the operations of the department. One (1) Union negotiating team member shall be permitted to attend negotiating sessions as part of his regular work day, if so scheduled, without loss of pay or credit for time worked.

Section 2. Any employee(s) chosen as delegate(s) to an FOP state or national conference may, upon written application approved by the Union and submitted to the Village with at least thirty

(30) days notice be given a leave of absence without pay for the period of time required to attend such convention or conference, so long as such leave does not adversely affect operational requirements. This period of time shall not exceed one (1) week. No more than one (1) employee per operational unit or shift may be given leave to attend such conventions. Such leave shall not preclude an employee from the use of normal off-time for such purposes, subject to departmental procedures.

ARTICLE XXIX
ALCOHOL AND DRUG TESTING PROCEDURES

Section 1. Statement of Policy. It is the policy of the Village of Elmwood Park 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 its 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 officers.

Section 2. Prohibitions. Officers shall be prohibited from:

(a) consuming or possessing alcohol (unless in accordance with duty requirements) or illegal drugs at any time during the work day or anywhere on any Village premises or job sites, including all Village buildings, properties, vehicles and the officer's personal vehicle while engaged in Village business;

(b) illegally selling, purchasing or delivering any illegal drug during the work day or on the Employer's premises;

(c) being under the influence of alcohol or illegal drugs during the course of the work day;

(d) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Section 3. Drug and Alcohol Testing Procedures. Where the Village has reasonable suspicion to believe that an officer is then under the influence of alcohol or illegal drugs during the course of the work day, the Village shall have the right to require the officer to submit to alcohol or drug testing as set forth in this Agreement. The Police Department may engage in periodic testing annually of a maximum of twenty-five percent (25%) of departmental employees for alcohol and fifty percent (50%) of departmental employees for illegal drugs in accordance with the standards and procedures contained in the Village's drug and alcohol testing protocol with S.A.M.I. The foregoing shall not limit the right of the Village to conduct tests as it may deem appropriate for persons seeking employment as police officers prior to their date of hire, or for promotion.

Section 4. Order to Submit to Testing. At the time an officer is ordered to submit to testing authorized by this Agreement, the Village shall provide the officer with a written notice of the

order, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The officer shall be permitted to consult with a representative of the FOP at the time the order is given but such consultation shall not delay the time in which such officer shall be required to submit to testing. No questioning of the officer shall be conducted without first affording the officer the right to FOP representation and/or legal counsel. Refusal to submit to such testing may subject the employee to discipline, but the officer's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

Section 5. 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 officer 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 officer to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the officer;

(e) collect samples in such a manner as to preserve the individual officer's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Officers submitting a sample shall be observed by a member of the same sex to be designated by a supervisory officer;

(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 officer tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the officer's own choosing that meets the requirements of subparagraphs (a) and (b) hereinabove, at the officer's own expense; provided the officer notifies the Chief of Police 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 officer's interests;

(i) require that with regard to alcohol testing, for the purpose of determining whether the officer is under the influence of alcohol, the standards set forth in 625 ILCS 5/11-501.2 as now established or as may hereafter be amended shall apply in determining whether test results shall be considered to be positive;

(j) provide each officer 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 officer is the subject of any adverse employment action except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

Section 6. Right to Contest. The Union and/or the officer, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the Grievance Procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that officers may have with regard to such testing. Officers retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Union.

Section 7. Voluntary Requests for Assistance. The Village shall take no adverse employment action against an 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. The Village shall make available through its Employee Assistance Program a means by which the officer 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 officer's interests, except reassignment as described above.

Section 8. Discipline. In the first instance that an officer tests positive on both the initial and confirmatory test for drugs or is found to be under the influence of alcohol, such officer shall be subject to disciplinary action by the Village. In addition, the employee shall be required to:

(a) agree to appropriate treatment as determined by the physician(s) involved;

(b) discontinue his use of illegal drugs or abuse of alcohol;

(c) complete the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;

(d) agree to submit to random testing during hours of work during the period of "after-care."

Officers who do not act in accordance with the foregoing, or who test positive a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work shall be subject to discipline.

The foregoing shall not be construed as an obligation on the part of the Village to retain an officer on active status throughout the period of rehabilitation if it is appropriately determined that the officer's current use of alcohol or drugs prevents the 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 officers shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence pursuant to Village policy, at the officer's option, pending treatment. The foregoing shall not limit the Village's right to discipline officers for any other type of misconduct.

ARTICLE XXX
DISCIPLINE AND DISCHARGE

Section 1. Discipline. Nothing in this Agreement shall be construed to make the reprimand, suspension or discharge of a probationary officer the subject of a hearing before the Board of Fire and Police Commissioners or subject to the grievance procedures of this Agreement. The Employer may institute disciplinary action against any non-probationary employee for just cause. Disciplinary action for non-probationary employees may consist of any one of the following penalties:

(a) oral reprimand
(b) written reprimand
(c) suspension
(d) discharge.

If the Police Chief decides to discipline or institute disciplinary action against any non-probationary employee, the following procedures in this Article shall apply:

Section 2. Police Chief's Authority to Discipline and to Suspend Pending Investigation and/or Hearing.

(a) The Police Chief shall have the disciplinary authority:

(1) To reprimand or suspend employees without pay as a disciplinary measure up to a maximum of five (5) calendar days, in accordance with 65 ILCS 5/10-2.1-17. Such disciplinary action shall be deemed final, subject only to an appeal of such discipline in accordance with the provisions of this Article.

(2) To file charges against employees seeking the penalties of a suspension without pay of more than five (5) calendar days up to thirty (30) calendar days or discharge. In the event that an employee and the Union elect to dispute a suspension of more than five (5) calendar days up to thirty (30) calendar days or a discharge through the grievance arbitration procedures, as described in this Article, the employee may be suspended or terminated by the Chief of Police, without the need to have a hearing before the Board of Fire and Police Commissioners, subject to the grievance procedure.

(b) The Police Chief shall also have the authority to suspend an employee with or without pay, pending investigation and/or pending a hearing on charges recommending discharge, regardless of which hearing option may be selected by the employee. Where the Police Chief makes a tentative decision to suspend, without pay, pending investigation or hearing on charges recommending discharge, prior to implementing the suspension, the Chief or his/her designee shall notify the Union and meet with the employee involved, and the employee's Union representative, if requested by the employee, and inform the employee of the reasons for such contemplated disciplinary action. The employee, and the Union representative if present, shall be given the opportunity to rebut or clarify the reasons for the suspension without pay pending investigation or hearing. In the event the employee who is suspended without pay selects the grievance option to dispute his/her discharge, the arbitrator chosen to resolve the disputed discharge shall have the authority to remedy the period of time the employee was on unpaid suspension (if the employee is reinstated).

(c) If the Police Chief decides to discipline a non-probationary employee according to Section 2(a)(1) or to initiate discipline of an employee according to Section 2(a)(2), he/she or his/her designee shall serve written notice of the discipline or of the proposed discipline upon the employee involved, with a copy to the Union. The employee shall have the right to elect challenging the disciplinary penalty or proposed disciplinary penalty, pursuant to 65 ILCS 5/10-2.1-17 or by filing a grievance, but not both, as follows:

(1) If the employee elects to have the disciplinary action or proposed disciplinary action heard by the Board of Fire and Police Commissioners, the employee's appeal shall be governed by 65 ILCS 5/10-2.1-17 and the rules and regulations of the Elmwood Park Board of Fire and Police Commissioners.

(2) If the employee elects (with the approval of the Union) to file a grievance as to the disciplinary action, the grievance shall be processed in accordance with Article IX of the Agreement, except that it shall be filed at Step 3 of the procedure. Oral and written reprimands will only be processed through Step 3 and shall not be subject to grievance arbitration.

Section 3. Irrevocable Election of Appeal Procedure. Upon receipt of the notice of proposed discipline, the employee may elect to appeal the disciplinary action (excluding oral and written reprimands under the Board of Fire and Police Commissioners option; oral and written reprimands through Step 3 under the grievance option) either to the Village of Elmwood Park Fire and Police Commissioners ("Board of Fire and Police Commissioners") or, with approval of the Union, through the grievance and arbitration procedure set forth in Article IX of this Agreement. The employee shall notify the Village of his election in writing within ten (10) calendar days of receiving the Police Chief's written notice of the proposed discipline. It is agreed that the option to appeal either to the Board of Fire and Police Commissioners or through the grievance and arbitration procedure are mutually exclusive and irrevocable and that no relief shall be available under the grievance and arbitration procedure with respect to any matter which, at the employee's option, is appealed to the Board of Fire and Police Commissioners, and that no relief shall be available under the Board of Fire and Police Commissioners' appeal process with respect to any matter which, at the employee's option, is appealed to the grievance and arbitration procedure set forth in Article IX of this Agreement. If the employee fails to make a timely election, the Police Chief shall proceed to the Board of Fire and Police Commissioners for suspensions in excess of five (5) calendar days or for discharge. The parties expressly agree that if an employee uses the form attached hereto to this Agreement as Appendix "B" as notification of his/her election of disciplinary appeal procedure, the form, if timely filed, shall satisfy all the obligations herein and shall also serve as the grievance if that option is chosen.

Section 4. Board of Fire and Police Commissioners Option. If the employee notifies the Village of his decision to have the appeal heard before the Board of Fire and Police Commissioners, or if the employee fails to make a timely election, the procedures set forth in 65 ILCS 5/10-2.1-17 shall be applicable, except as modified in this Article. Where the Police Chief believes there is just cause to suspend in excess of five (5) calendar days or discharge an employee, he shall not file formal charges or otherwise invoke the jurisdiction of the Board of Fire and Police Commissioners until the employee has notified the Village in writing of his irrevocable option to have the appeal heard before the Board of Fire and Police Commissioners within the ten (10) calendar day period specified above or until the ten (10) calendar day period has expired. If the Board of Fire and Police Commissioners determines there is or is not cause for discipline, it retains the disciplinary and remedial authority, whichever is applicable, set forth under 65 ILCS 5/10-2.1-17.

Section 5. Grievance and Arbitration Option. If the employee notifies the Village of his decision (with approval of the Union) to have the appeal heard through the grievance and arbitration procedure, the Chief of Police or his/her designee shall have the authority to impose such proposed discipline without the need for a hearing before the Board of Fire and Police Commissioners, and the grievance shall be filed at Step 3. Any appeal to the grievance and arbitration procedure shall be filed utilizing the form attached hereto to this Agreement as Appendix "B" and shall be signed by the Union President or his designee. Any disciplinary grievance filed without the required signed waiver shall not be arbitrable and the arbitrator shall be without jurisdiction to consider or rule upon it. If the arbitrator determines that the disciplinary action is not supported by just cause, the arbitrator shall have the authority to rescind or modify the action and order that the employee be made whole for any

losses incurred as a result of disciplinary action, or portion thereof, that is not sustained by the arbitrator; provided that the arbitrator may consider, based on the totality of circumstances concerning a request for continuance of the disciplinary proceedings by the Union or the employee, not to award any back pay corresponding to any period of time where the Union or the employee sought and received a continuance of the hearing.

Section 6. Finality of Decision and Judicial Review. The decision of an arbitrator or the Board of Fire and Police Commissioners, whichever is applicable, with respect to any such disciplinary action shall be final and binding on the employee, the Labor Council, and the Village, subject only to an appeal in accordance with the provisions of Illinois law applicable to the option elected, *i.e.*:

(a) Board of Fire and Police Commissioners' Option: Any appeal of a Board of Fire and Police Commissioners' decision shall be in accordance with the provisions of the Administrative Review Act, as provided by the Board of Fire and Police Commissioners Act, 65 ILCS 5/10-2.1-17.

(b) Arbitration Option: 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, 5 ILCS 315/8.

Section 7. Exclusivity of Disciplinary Procedures. This Agreement is intended to supplement the hearing rights afforded to employees as to disciplinary action provided by 65 ILCS 5/10-2.1-17 by providing employees with an option to choose between having a dispute as to disciplinary action resolved through the grievance/arbitration procedure of this Agreement or by a hearing conducted by the Fire and Police Commission. Nevertheless, in the event of any conflict between the terms of this Agreement and the provisions of 65 ILCS 5/10-2.1-17, pursuant to Section 15 of the IPLRA, the foregoing provisions with respect to discipline and the appeal and review of discipline shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be applicable under either 65 ILCS 5/10-2.1-17, or the Rules and Regulations of the Village of Elmwood Park Board of Fire and Police Commissioners.

Section 8. Expedited Arbitration. The parties agree to cooperate in establishing procedures to expedite the resolution of any grievance filed as to the just cause of a disciplinary action taken pursuant to this Article.

ARTICLE XXXI
PHYSICAL FITNESS REQUIREMENTS

All employees are expected to be sufficiently fit to perform the requirements of their job. In order to maintain an efficiency in the Police Department, to protect the public, and to reduce insurance costs and risks, the Village may establish specific physical fitness standards. Employees who participate in the test shall receive two (2) hours overtime pay. All bargaining unit members who voluntarily participate in the physical fitness testing and who pass the tests shall receive a Two

Hundred ($200.00) Dollar stipend each year that such employee participates and successfully meets the testing requirements.

ARTICLE XXXII
GENERAL PROVISIONS

Section 1. Authorized representatives of the National or State Union shall be permitted to visit the Department during working hours to talk with officers of the local Union and/or representatives of the Employer concerning matters covered by this Agreement. Such visitations shall not interfere with the operations of the Department.

Section 2. The Union or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with the employee's consent. Such visitations shall not interfere with the operations of the Department.

Section 3. The Employer agrees to defray funeral and burial expenses of any officer of the Police Department who is killed in the line of duty, to a maximum of Five Thousand ($5,000.00) Dollars.

Section 4. Residency Requirements. Employees covered by this Agreement shall be required to reside within the geographical area described as Cook, DuPage, Kane, Will, Lake and McHenry Counties.

Section 5. Minimum Qualifications for Eligibility for Sergeants' Promotion. Officers who have completed less than five (5) years of service as a full-time police officer in the Village's Police Department at the time that the written examination for promotion to sergeant is provided shall not be eligible to take such examination. (This will require an adjustment in seniority points, *i.e.*, first year of eligibility for seniority points will be year 6.)

Section 6. Sick Leave – Non-Injury Day. Any employee who does not use a sick or injury day during the calendar year shall be entitled to receive eight (8) hours of compensatory time off.

Section 7. Technology Committee. The Union shall designate two (2) members of the bargaining unit to serve on a Technology Committee with two (2) designees appointed by the Chief of Police. Meetings will not be held in the absence of a quorum, which shall consist of all four (4) members of the Committee. This Committee shall meet as often as the parties agree to discuss issues regarding new or existing technology that is being used or may be used in the Department. A request for a meeting shall be submitted in writing to the other party and such request shall provide a description of the topic(s) to be discussed at such meeting.

Recommendations by a majority of the Committee members will be submitted in writing to the Chief of Police and a representative of the Labor Council. Such recommendations shall not be binding on either the Union or the Employer. A Union member shall not receive any additional compensation, if meetings of such committee are held on days when such member is not otherwise required to be on duty.

ARTICLE XXXIII
SAVINGS CLAUSE

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE XXXIV
DURATION

Section 1. This Agreement shall be in effect from May 1, 2015, and shall remain in full force and effect until April 30, 2018. It shall continue in full force and effect from year to year thereafter unless notice of renegotiation is given, in writing, by certified mail, by either party, at least one hundred twenty (120) days before the expiration date and shall continue in full force and effect during any renegotiation for a successor agreement. The notice of renegotiation shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 2. Complete Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily 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 by this Agreement; however, in the event a subject matter, whether specifically addressed herein or not, is introduced or modified, and which could result in an economic impact on employees covered by the terms of this Agreement, the Union shall have the right to notify the Employer, within ten (10) calendar days of such modification or introduction, or its desire to negotiate over such subject matter, utilizing the impasse procedures of Section 14 of the Act.

Section 3. Notice to Parties. All notices shall be served personally or by certified mail on the parties' representatives as follows:

For the Village	For F.O.P. Lodge #48
Village Manager	Illinois Fraternal Order
Village of Elmwood Park	of Police Labor Council
11 Conti Parkway	974 Clock Tower Drive
Elmwood Park, IL 60707	Springfield, IL 62704

All notices shall be deemed effective upon delivery or upon the date of mailing.

IN WITNESS WHEREOF, the parties hereto have set their hands this 21st day of September 2015.

FOR THE UNION:

FOR THE VILLAGE OF ELMWOOD PARK:

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

544600.3

EXHIBIT A

The salary scale for the period from May 1, 2015 through April 30, 2016 shall be as follows:

Patrolman	
Starting Salary	$55,794.00
After six (6) months	$59,993.00
After twelve (12) months	$64,192.00
After eighteen (18) months	$68,392.00
After twenty-four (24) months	$72,592.00
After thirty (30) months	$76,841.00
After thirty-six (36) months	$81,093.00
Sergeant	$91,346.00
Lieutenant	$98,005.00
Juvenile officer or detective*	$1,450.00 annual stipend added to salary
Evidence Technician*	$1,450.00 annual stipend added to salary (stipend to be paid to one (1) officer per shift, except two (2) officers on one (1) shift (for a total of four) to be designated by Chief of Police)
Range Officer*	$1,450 annual stipend added to salary (stipend to be paid to one (1) officer, to be designated by Chief of Police)
NIPAS Member*	$1,450 annual stipend added to salary

* No more than one (1) stipend to be paid to any bargaining unit member.

EXHIBIT B

The salary scale for the period from May 1, 2016 through April 30, 2017 shall be as follows:

Patrolman	
Starting Salary	$56,631.00
After six (6) months	$60,893.00
After twelve (12) months	$65,155.00
After eighteen (18) months	$69,418.00
After twenty-four (24) months	$73,681.00
After thirty (30) months	$77,994.00
After thirty-six (36) months	$82,309.00
Sergeant	$92,716.00
Lieutenant	$99,475.00
Juvenile officer or detective*	$1,450.00 annual stipend added to salary
Evidence Technician*	$1,450.00 annual stipend added to salary (stipend to be paid to one (1) officer per shift, except two (2) officers on one (1) shift (for a total of four) to be designated by Chief of Police)
Range Officer*	$1,450 annual stipend added to salary (stipend to be paid to one (1) officer, to be designated by Chief of Police)
NIPAS Member*	$1,450 annual stipend added to salary

* No more than one (1) stipend to be paid to any bargaining unit member.

EXHIBIT C

The salary scale for the period from May 1, 2017 through April 30, 2018 shall be as follows:

Patrolman	
Starting Salary	$57,480.00
After six (6) months	$61,806.00
After twelve (12) months	$66,132.00
After eighteen (18) months	$70,459.00
After twenty-four (24) months	$74,786.00
After thirty (30) months	$79,164.00
After thirty-six (36) months	$83,544.00
Sergeant	$94,107.00
Lieutenant	$100,967.00
Juvenile officer or detective*	$1,450.00 annual stipend added to salary
Evidence Technician*	$1,450.00 annual stipend added to salary (stipend to be paid to one (1) officer per shift, except two (2) officers on one (1) shift (for a total of four) to be designated by Chief of Police)
Range Officer*	$1,450 annual stipend added to salary (stipend to be paid to one (1) officer, to be designated by Chief of Police)
NIPAS Member*	$1,450 annual stipend added to salary

* No more than one (1) stipend to be paid to any bargaining unit member.

APPENDIX "A"

Benefit Levels	HMO	PPO/Standard
Lifetime Major Medical	Unlimited	Unlimited
Individual Annual Deductible	0	$500/$1,000
Family Deductible	0	$1,500/$3,000
Co-Insurance	100%	80%/60%
Out-of-Pocket Maximum	0	$2,000/$4,000
Family Limit	0	$3,750/$7,500
Inpatient Services		
Hospital	100%	80%/60%
Physician	100%	80%/60%
Per Confinement	None	None
Outpatient Services		
Office Visits	$30.00 Co-Pay	$50 Co-Pay
Ambulatory	100%	60% after deductible
Diagnostic Lab - X-Ray	100%	60% after deductible
Pre-Admission Testing	100%	60% after deductible
Second Surgical Opinion	100%	60% after deductible
Emergency Services		
Additional Accident Expense	$150 Co-Pay	1st $300 co/ins
Medical	$150 Co-Pay	1st $300 co/ins

Psychiatric and Substance Abuse - Coverage determined by Carrier

Prescription Drug Card		
Generic	$15 Co-Pay	$15 Co-Pay
Brands	$30 Co-Pay	$60 Co-Pay
Non Preferred Brand	$50 Co-Pay	$100 Co-Pay

The Village shall have the right to offer a High Deductible Plan as a third alternative type of coverage, with the same premium co-pays as provided in Article XXI, Section 1, Medical/ Hospitalization Insurance, of this Agreement.

APPENDIX "B"

IRREVOCABLE ELECTION OF DISCIPLINE APPEAL PROCEDURE

ELECTION FORM

I, _____, received written notice regarding intent to initiate discipline against me on _____.

I hereby make the following selection by placing an "X" on my choice of forums to contest this discipline:

_____ **I will proceed to arbitration.** I hereby acknowledge that I understand that my choice of arbitration serves as an irrevocable waiver of any and all rights to have the appeal heard through the Board of Fire and Police Commissioners.

_____ **I want to proceed to the Board of Fire and Police Commissioners.** I hereby acknowledge that I understand that my choice of the Board of Fire and Police Commissioners serves as an irrevocable waiver of any and all rights to have the appeal heard through arbitration.

I understand that it is my responsibility to deliver this written notice to the Chief of Police within ten (10) calendar days.

_____ _____

Officer Date

_____ _____

Labor Council Representative Date

I further understand that I must notify the Chief of Police of my choice in writing within ten (10) calendar days after receipt of the Police Chief's recommended discipline. If I fail to select the forum for hearing on appeal of the discipline within ten (10) calendar days, the Board of Fire and Police Commissioners shall have the sole authority to determine discipline or to hear an appeal, as provided in 65 ILCS 5/10-2.1-17.

SIDE LETTER AGREEMENT
RE: AMENDING WORK DAY SCHEDULE ON A TRIAL BASIS

THIS SIDE LETTER AGREEMENT is entered into by and between the VILLAGE OF ELMWOOD PARK (hereinafter the "Village") and the FOP Labor Council, representing FOP Lodge No. 48 (hereinafter the "Labor Council" or the "Union").

WHEREAS, the Village and the Union have agreed to implement a six (6) days on, three (3) days off (6/3) work schedule, with a work day being 8.5 hours in length, on a trial basis, commencing January, 2013; and

WHEREAS, certain provisions of the parties' collective bargaining agreement, including, but not limited, to Article XV, "Hours of Work and Overtime," Article XIX, "Vacations," Article XX, "Holidays," Article XXII, "Sick Leave," and Article XXIII, "Personal Days," need to be addressed, in order to implement such 6/3 work schedule on a trial basis.

NOW, THEREFORE, IT IS AGREED by the Village and the Union as follows:

1. Notwithstanding Section 7 of Article XV, entitled "Hours of Work and Overtime," of the collective bargaining agreement between the Village of Elmwood Park and the FOP Labor Council representing FOP Lodge No. 48, the Village and the Labor Council agree to implement a modified work schedule, commencing the 2013 calendar year, on a trial basis. The Chief of Police shall retain the right to modify said schedule or revert to the work schedule that was in effect during 2012 (5-3, 6-2), in accordance with the language contained in Section 7 of Article XV of the contract. In the event that this trial work schedule is modified on or after January 1, 2015, the *status quo ante* for purposes of any subsequent interest arbitration hearing concerning the work schedule, for any contract commencing on or after May 1, 2015, shall be the work schedule that was in effect during 2012 (5-3, 6-2). The arbitrator shall not consider evidence of or give any weight to the work schedule that is being instituted on this trial basis.

2. For purposes of this trial schedule, the modified work day schedule will consist of the following: a 6 days on, 3 days off (6/3) work schedule, with a work day being 8.5 hours in length, and with 9 day-off groups. This modified work schedule will only apply to officers assigned to the Patrol Division.

3. Starting times for the 8.5 hour shifts will be as follows:

- First Watch: 2200 hours
- Second Watch: 0600 hours
- Third Watch: 1400 hours.

4. The employee's 8.5 hour shift shall include a 30 minute paid meal break. Employees shall be compensated every two weeks, based on 80 hours of regular compensation, regardless of actual hours worked, which were regularly scheduled as part of the 6/3 work schedule. Employees

shall not receive a reduced payroll check, nor receive any overtime pay, based solely on the actual hours scheduled within the 6/3 schedule. For purposes of this side letter, the overtime compensation set forth in Section 2 of Article XV of the contract shall be modified, to provide that the overtime rate shall be paid only for hours worked in excess of the hours regularly scheduled pursuant to the 6/3 work schedule.

5. As a result of the work schedule, on average, employees will be compensated for more hours than are actually worked ("time due"). For purposes of this trial basis, the Village and Union agree that each officer working such 6/3 schedule shall be required to satisfy their "time due" obligation, by performing an additional 8 hours of training time each calendar year, as and for the additional compensation provided as a result of the 6/3 schedule, which gave rise to the "time due." Such training time shall consist of four 2-hour target practices. It is acknowledged that the "time due" to the Village varies between officers from year to year. Such 8 hours of training is deemed to be an average of time for which each officer has received compensation beyond the actual hours worked, resulting in "time due."

6. Vacation, sick and personal time accrual will be converted to hours (*i.e.*, 1 day = 8 hours benefit time), and will be charged based upon the hours actually used by the officers (*e.g.*, 8.5 hours will be charged to an officer for each 8.5 hour duty day that the officer uses benefit time), except that Patrol Officers who work an 8.5 hour shift will be charged hour for hour used for sick leave, but only 8 hours for a full shift (8.5 hours). Officers shall have the right to utilize compensatory time or other time due, in order to receive full compensation for the 8.5 hour work day, when utilizing vacation or personal time or, in the alternative, will not be compensated for the remaining .5 hour. Holiday, FTO and working out of classification compensation will remain unchanged during the duration of the 6/3 work schedule.

During 2016 or 2017, if a Patrol Officer receives no wage increase on account of a reduction in LGDF revenue, as provided in Section 1 of Article XVII of this Agreement, for that year(s) only, such officer will be charged only 8 hours for a full shift absence due to vacation or personal time.

IN WITNESS WHEREOF, the Village and the Union have executed this Side Letter Agreement on this 21st day of September, 2015.

VILLAGE OF ELMWOOD PARK

By:_____
Village Manager

ILLINOIS FOP LABOR COUNCIL,
representing FOP LODGE NO. 48

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