

**AGREEMENT**

**Between**

**CITY OF ELMHURST**

**And**

**ILLINOIS FRATERNAL ORDER OF  
POLICE LABOR COUNCIL,**

**on behalf of**

**ELMHURST POLICE OFFICERS,  
ILLINOIS FOP LODGE NO. 81**

**MAY 1, 2020 – DECEMBER 31, 2021**

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## AGREEMENT

This Agreement is made and entered into by and between the City of Elmhurst (hereinafter referred to as the “City”) and the Illinois Fraternal Order of Police Labor Council, on behalf of Elmhurst Police Officers, Illinois FOP Lodge No. 81 (hereinafter referred to as the “Lodge”).

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

NOW, THEREFORE, the parties agree as follows:

## ARTICLE I

### RECOGNITION AND REPRESENTATION

Section 1.1. Recognition. The City recognizes the Lodge as the sole and exclusive bargaining representative for all sworn full-time peace officers (hereinafter referred to as “officers” or “employees”), but excluding all sworn peace officers in the rank of sergeant and above, any employees excluded from the definition of “peace officer” as defined in Section 3(k) of the Illinois Public Labor Relations Act, and all other managerial, supervisory, confidential and professional employees as defined by the Act, as amended.

Section 1.2. Lodge’s Duty of Fair Representation. The Lodge agrees to fulfill its duty to fairly represent all employees in the bargaining unit.

## ARTICLE II

### NON-DISCRIMINATION

In accordance with applicable law, neither the City nor the Lodge shall discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color, disability, national origin, or Lodge membership. Other than Lodge membership, any dispute concerning the interpretation and application of this paragraph shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

## ARTICLE III

### DUES CHECKOFF AND LODGE RIGHTS

Section 3.1. Dues Checkoff. During the term of this Agreement the City will deduct from each employee's paycheck once each month the uniform, regular monthly FOP Labor Council dues for each employee in the bargaining unit who has filed with the City a lawfully written authorization form (Appendix "B").

The actual dues amount deducted, as determined by the FOP Labor Council, shall be uniform for each employee in order to ease the City's burden in administering this provision. The FOP Labor Council may change the fixed uniform dollar amount once each year during the life of this Agreement by giving the City at least thirty (30) days' notice of any change in the amount of the uniform dues to be deducted. Dues shall be remitted to the Labor Council, along with a list of the employees' names from whom deductions have been made, at the address designated by the Labor Council.

If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the FOP Labor Council shall be responsible for collection of dues. The FOP Labor Council agrees to refund to the employee any amounts paid to the FOP Labor Council in error on account of this dues deduction provision.

Section 3.2. Indemnification. The Lodge and FOP Labor Council shall indemnify and hold harmless the City, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the City for the purpose of complying with the provisions of this Article,



including fair share payments deducted by the City prior to July 2018, or in reliance on any written checkoff authorization furnished under any of such provisions.

Section 3.3. Lodge Use of Bulletin Boards. The City will make available space on a bulletin board for the posting of official Lodge notices of a non-political, non-inflammatory nature. The Lodge will limit the posting of Lodge notices to such bulletin board.

## ARTICLE IV

### LABOR-MANAGEMENT COMMITTEE

At the request of either party, the President of the Lodge and the Police Chief or their designees shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations. The President of the Lodge may invite other Lodge bargaining unit members (not to exceed three) to attend such meetings. The Police Chief may invite other City representatives (not to exceed three) to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least three days prior to the date of the meeting. This section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement. Attendance at these meetings shall be on non-duty time and shall not be considered as time worked for the employees involved. The Labor-Management Committee is intended to improve communications and shall be advisory only.

## ARTICLE V

### GRIEVANCE PROCEDURE

Section 5.1. Definition. A “grievance” is defined as a dispute or difference of opinion raised by an employee against the City involving an alleged violation of an express provision of this Agreement and matters involving the discharge, suspension or discipline of non-probationary employees.

Except for disciplinary matters, any issue or matter that is subject to the jurisdiction of the Elmhurst Police and Fire Commission shall not be considered a grievance under this Agreement.

Section 5.2. Procedure. The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

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

STEP 2: If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Deputy Chief designated for this purpose by the City within seven (7) calendar days after receipt of the City’s answer at Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the

grievance procedure. The Deputy Chief, or his designee, shall provide a written answer to the grievant within seven (7) calendar days after the grievance is appealed to Step 2.

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

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

Section 5.3. Arbitration. If the grievance is not settled in Step 4 and the Lodge wishes to appeal the grievance from Step 4 of the grievance procedure, the Lodge may refer the grievance to arbitration, as described below, within twenty-one (21) calendar days of receipt of the City's written answer as provided to the Lodge at Step 4:

- (a) The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said seven (7) day period, the parties shall jointly request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of five (5) arbitrators, all of whom are members of the National Academy of Arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. The parties shall alternate in striking one name from the list, starting with the party that requesting arbitration. The person remaining shall be arbitrator.

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

Section 5.4. Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement, as well as determine an appropriate award, if any. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the Second Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the City under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 5.4 shall be final and binding upon the City, the Lodge and the employees covered by this Agreement.

Section 5.5. Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted at Step 1 within seven (7) calendar days after the first occurrence of the event giving rise to the grievance or within seven (7) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

If a grievance is not presented by the employee within the time limits set forth above, it shall be considered “waived” and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City’s last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 5.6. Miscellaneous. No member of the bargaining unit who is serving in acting capacity shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the City unless and until the City has agreed thereto in writing.

Section 5.7. Disciplinary Grievances. All discipline shall be imposed by the Police Chief or his designee. The employee may file a written reply to any reprimand. Except for oral reprimands, a grievance may be filed as to disciplinary actions instituted against an employee in accordance with the procedures set forth in Article V of this Agreement. Written reprimands are subject to the grievance procedure only through Step 4 (City Manager). If the

City seeks to use a written reprimand for the imposition of more severe discipline, and the reprimand was grieved, the merits of the written reprimand may be raised by the employee in arbitration, unless the grievance regarding such written reprimand was withdrawn or settled. Disciplinary actions or discharge of a probationary employee shall not be subject to the grievance and arbitration procedures of this Agreement.

Such disciplinary grievances shall be initiated at Step 3 of the grievance procedure. Any such grievance shall be filed within seven (7) days of the date that the discipline notice was received by the employee. If any such grievance is appealed to arbitration and the arbitrator determines that the disciplinary action is not supported by just cause, the arbitrator shall have the authority to rescind or modify the disciplinary action and to order back pay and/or a remedy deemed appropriate.

The contractual grievance and arbitration procedure shall be the sole recourse for appealing such disciplinary action and shall be in lieu of the provisions of the Board of Fire and Police Commissioners Act and disciplinary proceedings before the City of Elmhurst Board of Fire and Police Commissioners. The parties recognize the City of Elmhurst Board of Fire and Police Commissioners no longer has any authority to impose disciplinary action on bargaining unit police officers.

Section 5.8. Removal of Reprimands. Reprimands shall be removed from an employee's personnel file after thirty (30) months, if there has been no reoccurrence of that or similar conduct during such thirty (30) month period, provided that the City shall be authorized to use such reprimand in any legal proceeding regarding allegations initiated by a third party.

## ARTICLE VI

### NO STRIKE-NO LOCKOUT

Section 6.1. No Strike. Neither the Lodge nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sitdown, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work-to-the- rule situation, mass absenteeism, or any other intentional interruption or disruption of the operations of the City, regardless of reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City. Each employee who holds the position of officer or steward of the Lodge occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article the Lodge agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 6.2. No Lockout. The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Lodge.

Section 6.3. Penalty. The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 6.1 is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 6.4. Judicial Restraint. Nothing contained herein shall preclude the City or the Lodge from obtaining judicial restraint and damages in the event the other party violates this Article.



## ARTICLE VII

### SENIORITY, LAYOFF AND RECALL

Section 7.1. Definition of Seniority. Seniority shall be based on the length of time from the last date of beginning continuous full-time employment as a sworn peace officer in the Police Department of the City. Conflicts of seniority shall be determined on the basis of the order of the officers on the Fire and Police Commission hiring list, with the officer higher on the list being the more senior.

Section 7.2. Probationary Period. All new employees and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of fifteen (15) months from their date of hire as an Elmhurst police officer. During an employee's probationary period the employee may be suspended, laid off, or terminated at the sole discretion of the City. No grievance shall be presented or entertained in connection with the suspension, layoff, or termination of a probationary employee.

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

Section 7.3. Seniority List. On or before January 1 each year, the City will provide the Lodge with a seniority list setting forth each employee's seniority date. The City shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the City in writing within fourteen (14) calendar days after the Lodge's receipt of the list.

Section 7.4. Layoff. The City, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement

will be laid off in accordance with their length of service as provided in Illinois Statute 65 ILCS 5/10-2.1-18, as it existed on January 1, 1993).

Except in an emergency, no layoff will occur without at least fourteen (14) calendar days' notification to the Lodge. The City agrees to consult the Lodge, upon request, and afford the Lodge an opportunity to propose alternatives to the layoff, though such consultation shall not be used to delay the layoff.

Section 7.5. Recall. Employees who are laid off shall be placed on a recall list for a period of three (3) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training.

Employees who are eligible for recall shall be given a minimum of fourteen (14) days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Lodge, provided that the employee must notify the Police Chief or his designee of his intention to return to work within three (3) weekdays Monday through Friday (exclusive of holidays observed by the City) after receiving notice of recall. Such notification of intention to return to work should normally be done in writing. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list.

Section 7.6. Termination of Seniority. Seniority and the employment relationship shall

be terminated for all purposes if the employee:

- (a) quits;
- (b) is discharged (for just cause for an employee who has successfully completed the probationary period);
- (c) retires (or is retired should the City adopt and implement a legal mandatory retirement age);
- (d) falsifies the reason for a leave of absence or is found to be working during a leave of absence other than as provided in Article IX, Section 9.7;
- (e) fails to report to work at the conclusion of an authorized leave of absence or vacation;
- (f) fails to notify the Police Chief or his designee of his intention to return to work within three (3) weekdays Monday through Friday (exclusive of holidays observed by the City) after receiving notice of recall;
- (g) is laid off and fails to report for work within fourteen (14) days after having been recalled;
- (h) is laid off for a period in excess of three (3) years;
- (i) does not perform work for the City (except for military service, disability pension, or a layoff where the employee has recall rights, or an established work related injury compensable under workers' compensation) for a period in excess of twelve (12) months; or
- (j) is absent for two (2) consecutive working days without notifying the City.

Employees who establish to the City's satisfaction that either their absence under either subsection (e) or (g) or their failure to notify under either subsection (f) or (j) was due to unforeseen circumstances definitely beyond their control shall not be terminated under this Section.

## ARTICLE VIII

### HOURS OF WORK AND OVERTIME

Section 8.1. Application of Article. This Article is intended only as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week, or per work cycle.

Section 8.2. Normal Workday. The normal workday for employees shall be eight hours, including a 30-minute paid lunch period.

Section 8.3. Normal Work Cycle. The normal work cycle for employees covered by this Agreement shall be seven days consisting of five shifts of eight hours per day. If the City establishes a work schedule for a permanent shift (*e.g.*, midnights, power shift, etc.) whereby during a three (3) week cycle, 32, 40 and 48 hour work weeks combine to make up a 120 hour work cycle, the normal work cycle for employees assigned to such a permanent shift pursuant to the provisions of Article XII, Section 12.3, shall be 21 days consisting of 15 shifts of 8 hours per day.

Section 8.4. Changes in Normal Workday or Normal Work Cycle. Should it be necessary in the City's judgment to establish schedules departing from the normal workday or the normal work cycle, or to change the shift schedule of an employee or employees, the City will give, if practicable (*i.e.*, in preplanned, non-emergency situations), at least seven (7) days' advance notice of such change to all employees affected by such change, unless mutually agreed by the parties; and further provided that if the Police Chief or his/her designee determines that a light duty assignment is available, the requirement for at least seven (7) days advance notice is not applicable for the employee who is transferred to or from such light duty assignment.

Section 8.5. Normal Work Cycle for Detectives and Mission Team Officers.

Notwithstanding the foregoing, the normal work cycle for employees covered by this Agreement who are assigned as detectives and Mission Team Officers shall be 40 hours in their normal seven-day work cycle. It is recognized that the normal workday of an employee assigned as a detective and Mission Team Officer necessarily varies depending on the needs of the Department and that from time to time it will be necessary to make changes in the employee's normal workday with very little advance notice.

Section 8.6. Overtime Pay. Employees shall be paid 1-1/2 times their straight-time hourly rate for all hours worked in excess of 40 hours in the employee's normal seven-day work cycle. If a three (3) week, 120 hour work cycle is established in accordance with Section 3, employees assigned to the permanent midnight shift shall be paid 1-1/2 times their straight-time hourly rate for all hours worked in excess of 32 hours during the scheduled 32 hour work week, in excess of 40 hours during the scheduled 40 hour work week, or in excess of 48 hours during the scheduled 48 hour work week. Definition of a week is Sunday to Saturday. Hours that an employee is scheduled off for compensatory time, personal days, holidays, or vacation shall be counted as hours worked for the sole purpose of determining eligibility for overtime pay where the employee would have otherwise been scheduled to work said hours. Notwithstanding the foregoing, in payroll periods where an employee is mandatorily required to work overtime, sick leave hours shall be counted as hours worked for the sole purpose of determining eligibility for overtime pay where the employee would have otherwise been scheduled to work said hours.

Section 8.7. Court Pay. Except as provided below, an employee shall be paid a minimum of three (3) hours' pay at 1-1/2 times his regular straight-time hourly rate of pay for

required attendance at court calls (including Coroner's inquests, City court calls and summary suspension hearings) outside his normal hours of work; provided that such court call is not contiguous to the end of the officer's regular shift hours (*i.e.*, the officer's attendance at court is immediately following the officer's regular shift); and further provided that if an employee is required to attend a second non-consecutive court call on the same day (*i.e.*, required attendance at an afternoon court call, after having attended a morning court call), either at the same location or at a different location, effective the first full pay period following ratification of the 2001-2005 collective bargaining agreement the employee shall be paid a minimum of three (3) hours' pay at 1-1/2 times his regular straight-time hourly rate of pay. If an employee's regularly scheduled shift starts between 2:30 p.m. and 3:30 p.m. and said employee is required to attend an afternoon court call(s) prior to the start of his shift, the employee shall receive a minimum of three hours' pay at the applicable rate of pay. If an employee's required attendance outside of his normal hours of work is for a liquor hearing or a disciplinary hearing when called as a witness for the City, the employee shall be paid a minimum of three hours' pay at the applicable rate of pay.

If an employee is directed to be on-call about the status of a scheduled court call(s) that would be outside the employee's normal hours of work, the employee shall receive one hour's pay at time and one-half the employee's straight-time hourly rate of pay for any such day on which he is not required to attend that previously scheduled court call, unless such employee is simultaneously eligible for the minimum court pay, as defined in the first paragraph of this Section, in which case the employee shall only receive the court pay set forth in the first paragraph of this Section 8.7. For example, if an off-duty employee has a 9:00 a.m. court call (and thus is receiving court pay from 9:00 a.m. to 12:00 noon), the employee would not receive

stand-by pay if directed to be on-call from 11:00 a.m. to 11:30 a.m. to inquire about a different court call; however, that same employee would receive stand-by pay if directed to be on-call from 11:00 a.m. to 1:00 p.m. to inquire about a different court call. If an employee who calls in subsequently responds to that court call on such day, the employee shall not receive the one hour's pay for that court call, but rather shall be paid in accordance with the applicable court pay provision set forth above.

This Section shall not be applicable to employees covered by this Agreement during any period of time that they are assigned as detectives.

Section 8.8. Call-In Pay. An employee who is called back to work outside his normal hours of work (*i.e.*, hours not contiguous to his normal shift), will be paid 1-1/2 times his regular straight-time hourly rate of pay for a minimum of two (2) hours or for all hours worked outside his normal hours of work, whichever is greater. This Section shall not be applicable to scheduled overtime.

Section 8.9. Compensatory Time. If an employee is scheduled to work beyond his normally scheduled hours of work, compensatory time shall be granted in lieu of pay if the employee so elects. The amount of compensatory time shall be calculated on the same basis as the employee would have been paid for the hours in question (*i.e.*, if the hours are in excess of 40 hours worked in the employee's normal seven-day work cycle, 1-1/2 hours of compensatory time shall be granted for each hour worked; if the hours worked are less than 40 hours in said seven-day work cycle, one hour of compensatory time shall be granted for each hour worked). In addition, compensatory time shall be granted in lieu of holiday pay if the employee so elects. Compensatory time may be accumulated to a maximum of 100 hours, of which no more than the equivalent of one week can be for vacation purposes (*a/k/a* "time due vacation")

in any calendar year and the balance for use generally. Accumulated compensatory time which is to be used for vacation purposes shall be scheduled in accordance with existing departmental practice. Accumulated compensatory time to be used generally shall be scheduled at the mutual convenience of the employee and the Police Chief or his designee. Bargaining unit members shall have the option of cashing out all or a portion of any accumulated compensatory time, provided that such employee notifies the Police Chief's office no later than March 31<sup>st</sup>. Such payment shall be made during the second pay period of April following such notice, at the rate of pay for such bargaining unit member as was then in effect on April 30<sup>th</sup> following such payment.

Section 8.10. Shift Trades. A shift trade shall be permitted if a voluntary request for such trade is submitted and approved by the Police Chief or his designee. Any such request must be submitted and approved at least one day prior to the day of the requested trade. All approved trades must be paid back no later than twelve (12) months from the date of the original trade. It is expressly understood that as a result of approving a voluntary request to trade shifts the City will not incur any additional overtime liability.

Section 8.11. No Pyramiding. Compensation shall not be paid or compensatory time taken more than once for the same hours under any provision of this Article or Agreement.

Section 8.12 Hireback Procedures.

**(a) Hireback for preplanned scheduled special events**

A sign up list is posted in roll call with a deadline date for officers to submit their names for consideration.

For scheduled events that are more than one day in duration (i.e. special events such as festivals), a sign up list is posted in the squad room with a deadline date for officers to submit their names for consideration. Officers may put in a request for any days they are available by order of preference.



After the deadline date, the Chief of Police or his designee will determine who will work the event. This selection shall be made on a seniority basis. The initial scheduling for the entire event will be made on a seniority basis with each scheduled officer receiving one day. The remaining days, if any, will then be scheduled on a seniority basis if available. This process will be repeated until all available days have been scheduled, and/or no further names are available for consideration.

In the event that there is additional need for officers over and above those officers interested in working the special event, officers may be ordered to cover the need from those officers that are not already scheduled for a regularly scheduled duty shift in reverse seniority, (least senior officer first) with consideration to officer safety and department policy.

Example:

The event is three (3) days in duration and two (2) officers are needed for each day.

**Officer A** - A 20 year officer submits his request for 3 days with an order of preference of Day 1-first choice, Day 2-second choice, Day 3-third choice.

**Officer B** - A 15 year officer submits his request for 2 days with an order of preference- Day 1-first choice, Day 3-second choice.

**Officer C** - A 10 year officer submits his name for 1 day-Day 2 being his/her first choice.

**Officer D** - A 5 year officer submits his name for 1 day-Day 3 being his/her first choice.

Assignments would be:

**1<sup>st</sup> Review**

<u>Day 1</u>	<u>Day 2</u>	<u>Day 3</u>
Ofc A	Ofc C	Ofc D
Ofc B		

**2<sup>nd</sup> Review**

<u>Day 2</u>	<u>Day 3</u>
Ofc C	Ofc D
Ofc A	Ofc B

The event is completely scheduled.

**(b) Advance Notice Shift Hireback (More than 2 Days Notice)**

This procedure is to be utilized to assign preplanned shift hireback:

The Hireback list will be circulated through the shift in need of the Hireback in order of seniority (most senior officer first). An officer is allowed one Hireback day for each review of the Hireback list. The Hireback list will be circulated through the shift until no shift member is available or willing to cover the remaining Hireback days. The remaining available days will be posted in roll call with a deadline date. Officers will submit their names for consideration for any/all days with their order of preference included.

After the deadline, the Chief of Police or his designee shall assign the Hireback days on a seniority basis with each officer receiving one day for each review of the list. The process will be repeated until all required days are assigned.

In the event that there is additional need for officers over and above those officers interested in working the Hireback, officers will be ordered to cover the need from those officers that are not already scheduled for a regularly scheduled duty shift in reverse seniority, (least senior officer first) with consideration to officer safety and the paramount needs of the police department.

**(c) Shift Hireback (Less than 2 Days but more than 8 Hours)**

If the need for Hireback arises with less than 2 days notice, but more than 8 hours notice the Chief of Police or his designee will contact the non-scheduled members of the shift requiring the Hireback, by phone (phone number listed on the department roster) in order of seniority to fill the Hireback need. The need will be filled on a first come first served basis if officers on the list don't answer their phone.

If the slot cannot be filled the need for Hireback will be announced over the main Elmhurst dispatch radio channel, (normally Channel 3 East). The Hireback will be filled in order of seniority (most senior officer first), from those officers that respond to the radio call in the first 10 minutes of the call. If there are not enough responses to the radio call, all other on duty, full time sworn officers (Detectives and Mission Team Officers) will be offered the Hireback and the need will be filled in order of seniority (most senior officer first) from those officers interested in the Hireback.

If the need still cannot be filled, the Hireback will be assigned at the discretion of the department.

**(d) Urgency / Short Term Hireback (Less than 8 hours Notice)**

If the need for Hireback arises with less than 8 hours' notice, the Chief of Police or his designee will announce the need for Hireback over the main Elmhurst dispatch radio channel, (normally Channel 3 East). The Hireback will be filled in order of seniority (most senior officer first), from those officers that respond to the radio call in the first 10 minutes of the call. If the available overtime is not filled in this manner, all other on duty, full time sworn officers (Detectives and Mission Team Officers) will be offered the Hireback and the need will be filled in order of seniority (most senior officer first) from those officers interested in the Hireback. If the need still cannot be filled the Hireback will be assigned at the discretion of the department.

**(e) Employee Arrangements Permitted with Approval**

Any time an officer agrees to (or is assigned to) work a Hireback under this provision, he is expected to work the entire shift. If, however, the officer can make arrangements with another officer to split up the shift (e.g., work four hours and have another officer work the remaining four hours), the arrangement is subject to approval by the shift commander or his designee.

**(f) Exception Recognized to Satisfy Immediate Needs**

Notwithstanding the above, if there is ever a time where there is an immediate need for manpower the Chief of Police or his designee may at any time order any Elmhurst Personnel to work or request any additional manpower from other agencies until that immediate need is resolved to the satisfaction of the department. In such circumstances, the Chief of Police or his designee may circumvent this procedure due to operational need.

**(g) Procedures Not Applicable for Special Details**

Notwithstanding the above, the selection of personnel for special details shall be made by the Chief of Police or his/her designee, based upon the needs of the Department for certain skills and/or the demonstrated proficiency of the officers selected for such special detail.

**(h) Grievance Remedies**

In the event that a grievance is filed involving an alleged violation of the provisions of this Section 8.12, if it is determined that these procedures were not followed, the remedies available to the parties, or in the case of an arbitration pursuant to Section 5.3 of this Agreement, the remedies available to the arbitrator, shall be limited as follows. In the event that the violation was the result of a mistake, the remedy for such violation shall be limited to the senior officer who would have been eligible for such lost overtime opportunity being offered the next

available overtime opportunity for which such employee is eligible. In the event that it is determined that such violation was intentional, the appropriate remedy shall be determined by the arbitrator, provided that such remedy is not contrary to or inconsistent with, in any way, applicable laws or of rules and regulations of administrative bodies that have the force and effect of law, and such decision or award of the arbitrator shall be final and binding upon the City, the Lodge and the parties covered by this Agreement.

## ARTICLE IX

### LEAVES OF ABSENCE

Section 9.1. Jury Leave. Any employee who is subpoenaed or otherwise required to serve on a jury shall be excused from work without loss of regular straight-time pay for the days or portions thereof on which the employee must be present for such service and on which the employee would have otherwise been scheduled to work. The employee shall submit a certificate evidencing that he/she appeared and served as a juror and shall remit any witness fee in order to receive pay for such jury service. The employee may retain any money received to cover travel, meal, and/or lodging expenses.

Section 9.2. Military Leave. Military leave shall be granted in accordance with State and Federal law.

Section 9.3. Sick Leave. Sick leave is earned at the rate of one work day for each completed month the employee is on the active payroll and may be accumulated to a maximum of 150 work days. Sick leave may be used only for an employee's own sickness or disability or for the sickness, birth or death of someone in the employee's immediate family. Immediate family shall be defined as the employee's spouse, brother, sister, father, mother, children, step-children, father-in-law, mother-in-law, and any member of the employee's household. Officers may use sick leave in one (1) hour increments for instances where they leave work due to illness, through the end of their shift.

An employee who has accumulated more than 90 days of sick leave shall be paid annually for one-half of the current annual net accumulation of sick leave days at the employee's salary as of April 30. Examples:

1. If an employee has more than 90 days of accumulated sick leave and the employee's annual net accumulation of sick leave is 8 days (*i.e.*, the employee earned 12 days and used 4 sick leave days during the fiscal year), the employee shall be paid four days pay (*i.e.*, 32 hours pay at the employee's regular straight-time hourly rate of pay as of April 30). The remaining 4 days shall be added to the employee's accumulated sick leave.
2. If an employee has 88 days of sick leave as of the start of the fiscal year and the employee's annual net accumulation is four days (*i.e.*, the employee earned 12 days and used 8 sick leave days), the employee shall be paid one day's pay (*i.e.*, one-half of the current annual net accumulation above 90). The remaining three days shall be added to the employee's accumulated sick leave.

An employee who has completed 20 years or more of service (including time on disability pension) shall be compensated for their accumulated sick leave up to a maximum of 90 days upon retirement, voluntary termination, or death. Computation of the account shall be based on employee's regular straight-time hourly rate of pay at the time of retirement, voluntary retirement, death or the date employee goes on disability pension, whichever is applicable.

Section 9.4. Emergency Leave. An employee may, with approval of the Police Chief or his designee, be granted not more than two emergency leave days per fiscal year. Such days shall be non-cumulative and if approved and used, shall be charged to the employee's accumulated sick leave. The purpose for emergency leave is to provide for an unforeseen emergency or for legitimate business, professional, or family obligations, neither of which can be accomplished outside the employee's normal work schedule.

Section 9.5. Maternity Leave. Female employees may, upon written request and approval by the Police Chief or his designee, be granted maternity leave without pay for a period not to exceed 150 calendar days. Normally, maternity leave may not extend more than 90 days beyond the date of delivery.

Section 9.6. Non-Employment Elsewhere. Other than the one exception set forth below, a leave of absence will not be granted to enable an employee to try for or accept

employment elsewhere or for self-employment and any employee who engages in employment elsewhere (including self-employment) while on any leave of absence as provided above may be immediately terminated by the City.

An employee will be granted a leave of absence for up to one year for the purpose of assuming a supervisory/managerial law enforcement position with another public employer. If the employee submits a written request to be reemployed by the City within one year of leaving the City's employ, the employee shall be reemployed in the next open position which the City otherwise would fill with a new employee, provided the employee passes the physical examination upon seeking reemployment and is otherwise qualified for reemployment. If an employee does not request to return to a position covered by the Agreement within one year of leaving the City's employ, the employee's seniority and the employment relationship shall be terminated for all purposes.

Section 9.7. Family and Medical Leave Act. In order to be in compliance with the Family and Medical Leave Act of 1993 ("FMLA") and applicable rules and regulations, the parties agree that the City may adopt policies to implement the Family and Medical Leave Act of 1993 that are in accord with what is legally permissible under the Act and the applicable rules and regulations.

ARTICLE X

VACATIONS

Section 10.1. Eligibility. Every employee shall be eligible for paid vacation time after the completion of their probationary period with the City. Employees shall start to earn vacation allowance as of the date of hire. Vacation allowance shall be earned monthly, based on the following schedule:

<u>Length of Continuous Service</u>	<u>Working Days of Vacation Per Year</u>
1 year but less than 6 years	10
6 years but less than 13 years (5 years but less than 13 years effective January 1, 2002)	15
13 years but less than 20 years	20
20 years or more	25

Section 10.2. Vacation Eligibility. In order to be eligible for a paid vacation, an employee who, as of his anniversary date of employment, has been continuously employed in a position covered by this Agreement, must be paid for at least 1800 hours during the preceding year of employment.

Section 10.3. Vacation Pay. Vacation pay shall be paid at the rate of the employee's regular straight-time hourly rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation.

Section 10.4. Vacation Scheduling. Vacations shall be scheduled insofar as practicable at times desired by each employee, with the determination of preference being made on the basis of an employee's length of continuous service. It is expressly understood that the final right to designate vacation periods and the maximum number of employee(s) who may be on



vacation at any time is exclusively reserved by the Police Chief in order to insure the orderly performance of the services provided by the City.

Section 10.5. Limitation on Accumulation of Vacation. Annual vacations are to be taken within the 12-month period after completion of the year in which earned unless written authorization extending this period is obtained from the Police Chief and the City Manager. In no event shall the maximum vacation carryover exceed ten working days.

ARTICLE XI

HOLIDAYS AND PERSONAL DAYS

Section 11.1. Designation of Holidays. The following days shall be considered paid holidays during the term of this Agreement:

New Year's Day	Thanksgiving Day
Easter Day	Friday after Thanksgiving
Memorial Day	Christmas Eve Day (½ day; full day, effective 12/24/19))
Independence Day	Christmas Day
Labor Day	

Section 11.2. Eligibility Requirements. In order to be eligible for holiday pay, an employee must work in the week in which the holiday falls and must work his full scheduled working day immediately preceding and immediately following the holiday, unless proof of sickness or excusable absence is established to the satisfaction of the Police Chief. In addition, if an employee is scheduled to work on a holiday and is absent on the holiday, the employee will not be eligible for holiday pay, as provided in Section 11.3.

Section 11.3. Pay for Holiday Work. If an employee is scheduled to work on a holiday, the employee shall be paid two times his regular straight-time hourly rate for all hours worked on said holiday. In addition, the employee shall be paid, if he meets the eligibility requirements set forth in Section 11.2, his regular pay for the day in question.

If a holiday falls on an employee's regularly scheduled day off, the employee shall nevertheless be paid eight hours pay at his regular straight-time hourly rate if he meets the eligibility requirements set forth in Section 11.2.

If an employee would have been scheduled to work on a holiday, but is given the day off, he shall be paid eight hours pay at his regular straight-time hourly rate.

For purposes of the foregoing holiday pay provisions, if a majority of the hours of a shift fall on the holiday (12:00 midnight through 11:59 p.m.), the entire shift shall be considered as falling on the holiday for holiday pay purposes. On the other hand, if less than a majority of the hours of a given shift do not fall on the holiday, the entire shift shall not be deemed to fall on the holiday. Example: An employee whose regularly scheduled shift commences at 11:00 p.m. on the day before Easter and extends through 7:00 a.m. on Easter Sunday shall be deemed to have worked eight hours on said holiday for holiday pay purposes. On the other hand, an employee whose regularly scheduled shift begins at 11:00 p.m. on Easter Sunday shall not be deemed to have worked on said holiday.

Section 11.4. Personal Leave Days. Employees shall receive three personal leave days per calendar year and said days must be used during the calendar year and may not be carried over to subsequent years. Personal leave days shall be scheduled at the mutual convenience of the employee and the Police Chief or his designee.

ARTICLE XII

SALARIES AND OTHER COMPENSATION

Section 12.1. Salaries. Employees covered by this Agreement shall be paid on the basis of the following:

<u>Step</u>	<u>Effective 6/1/2020</u>	<u>Effective 1/1/2021</u>
B (start)	\$75,308	\$77,002
C (after 1 year)	\$83,233	\$85,106
D (after 2 years)	\$86,797	\$88,750
E (after 3 years)	\$90,411	\$92,445
F (after 4 years)	\$94,183	\$96,302
G (after 5 years)	\$97,950	\$100,153
H (after 6 years)	\$104,337	\$106,685
I (after 15 years)	\$105,191	\$107,557

Employees who retire (complete 20 years of service) after June 1, 2020 or are still on the active payroll as of the date this Agreement is ratified by the Union membership shall receive retroactive payment, provided this Agreement is subsequently ratified by the City Council. Payment shall be on an hour for hour basis for all hours paid since June 1, 2020.

Section 12.2. Step Increments. Employees shall advance to the next step (up through and including Step H) on the anniversary of their employment, provided it has been determined through the performance appraisal process that they have met departmental standards during the preceding year. Notwithstanding the foregoing, employees shall move to Step H of the salary schedule after seven (7) years continuous unbroken service with the City in a position covered by this Agreement.

Section 12.3. Shift Differential. If the City establishes a permanent shift (*i.e.*, on a permanent basis rather than on a rotating basis) for which all of the hours or a majority of the hours fall between 11:00 p.m. and 7:00 a.m., employees permanently assigned to such shift

shall be paid a shift differential of 70 cents per hour for all hours worked during such shift. No such shift differential shall be paid for any hours worked before or beyond such shifts or to any employee who may from time to time work on or during such shift on any other than a permanent basis.

Section 12.4. Specialty Pay. Employees assigned to any of the following specialty positions shall, in addition to their base salary, be paid the following:

- |                          |  |
|--------------------------|--|
| Detectives:              | \$1,650 per fiscal year (pro rata if assigned in such capacity for less than a fiscal year), plus a \$60 per month reimbursement of expenses paid monthly. Detectives are not eligible to receive specialty pay as an Evidence Technician. |
| Evidence Technicians:    | Three hours pay at straight time per month.  |
| Field Training Officers: | One hour of pay at straight time for each day that an officer serves as a FTO.   |
| Canine Officer:          | Three and one-half (3½) hours of pay at one and one-half the employee's regular straight time hourly rate of pay for each week that an officer is assigned as the Department's Canine Officer.   |
| Mission Team Officer:    | \$250 per fiscal year as a clothing allowance paid bi-weekly.  |

It is understood that the Police Chief retains the right to make the assignment of an employee as a detective, an evidence technician, a field training officer or a canine officer, as well as the right to make a change in any such assignment.

## ARTICLE XIII

### INSURANCE

Section 13.1. Health Benefit Plan. The health benefit plan in effect when this Agreement is ratified shall be continued during the term of this Agreement; provided, the City reserves the right to change insurance carriers, benefit levels, or to self-insure as it deems appropriate, as long as the new basic coverage and basic benefits are substantially similar to those which predated this Agreement. Employees may elect single or dependent coverage in the City's health benefit plan during the enrollment period established by the City. Effective retroactive to February 1, 2019, the employee shall pay fifteen percent (15%) of the cost of single or family coverage under the City's Comprehensive Health Plan for coverage under either the HSA or HMO Plan, or twenty-five percent (25%) of the cost of single or family coverage under the City's Comprehensive Health Plan for coverage under the PPO Plan.

Effective January 1, 2015, for employees electing coverage under the HSA plan, the City shall contribute to each covered employee's HSA account, an amount equal to 50% of the deductible for whichever coverage the employee elects, but not less than \$1,300 for single coverage or \$2,600 for family coverage.

Notwithstanding the foregoing, employees shall not be required to pay a higher percentage of the premium or cost than the unrepresented employees of the Police Department.

Section 13.2. Dental Plan. The dental plan in effect when this Agreement is ratified shall be continued during the term of this Agreement; provided, however, the City retains the right to change insurance carriers, benefit levels, or to self-insure as it deems appropriate, as long as the new basic coverage and basic benefits are substantially similar to those which predated this Agreement. During the enrollment period established by the City an employee may elect

coverage under one of the plans offered by the City. The amount that the City will pay per month for the dental plan and coverage plan selected is as follows:

Coverage Selection	Core (formerly Low) Option Plan	Low (formerly High) Option Plan
Employee Only	\$13.85	\$13.85
Employee + 1	-	-
Employee + Spouse	\$21.12	\$21.12
Employee + Child(ren)	\$21.12	\$21.12
Family	\$39.25	\$39.25

The balance of the cost of the dental plan and coverage selected shall be deducted from the employee's paycheck.

Section 13.3. Life Insurance. The City will provide term life insurance in the amount of one and one-half times the employee's base salary. The City retains the right to change insurance carriers or to self-insure this benefit as long as the amount is maintained, *i.e.*, one and one-half times the employee's base salary.

Section 13.4. Cost Containment. The City reserves the right to maintain or institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, bounty clause, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 13.5. Terms of Policies to Govern. The extent of coverage under the insurance policies referred to in Section 13.1 of this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement.

Section 13.6. Right to Maintain Coverage While on Unpaid Leave or on Layoff. An employee who is on an approved unpaid leave of absence or who is on layoff with recall rights shall have the right to maintain insurance coverage by paying monthly in advance the full applicable monthly premium for employee coverage and, if desired, for dependent coverage; provided that an employee who is on an unpaid FMLA leave of absence shall be entitled to maintain health insurance coverage as required by the FMLA provisions then in effect.

Section 13.7. Health Insurance Coverage for Disability Retirements. The same terms and conditions governing continued coverage under the City's health insurance plan for officers who retire after twenty (20) years service pursuant to the provisions of the Downstate Police Officers Pension Plan shall likewise be applicable to officers who receive disability retirements pursuant to the provisions of the Downstate Police Officers Pension Plan.

Section 13.8. Post Employment Health Benefit Plan. The Union shall take the initiative to have an employee PEHB Plan established with the City.

Section 13.9. Insurance Committee. An Insurance Committee shall be formed consisting of six (6) members. Three (3) members shall be appointed by the Employer, one (1) member shall be appointed by the Union, and the remaining two (2) members shall come from the Fire bargaining unit or from the group of non-represented employees. Any FLSA exempt employee shall not be eligible to serve as the Insurance Committee member for the non-represented employee group, but may be eligible to serve as an Employer member of such Committee.

The Insurance Committee shall meet at least monthly, during the first week of the month, unless it is agreed by a majority of the Committee members to cancel the monthly meeting. No more than one bargaining unit Committee member per shift shall be released from duty, in order to attend such Insurance Committee meetings, if scheduled to work during such meeting.



Bargaining unit members shall not otherwise be compensated by the Employer for attending such Insurance Committee meetings.

A quorum for Insurance Committee meetings shall consist of four (4) Committee members. Any motion shall require the affirmative vote of four (4) Committee members, in order to be adopted. A Committee member may provide his/her vote by proxy to another Insurance Committee member. If either the Employer or Union representative(s) fails to vote in favor of a motion, resulting in a deadlock (tie) vote, the party rejecting the motion shall provide in writing to the other Committee members the reason(s) for rejecting the motion, within 48 hours of the vote.

The Insurance Committee shall investigate, explore and discuss alternative arrangements for hospital, medical, dental, and vision plans. The Employer shall endeavor to make all relevant information available and this Committee will be empowered to research available insurance plans, comparing their costs and benefits, and invite representatives of insurance plans to the Committee meetings for the purpose of providing information, presenting new plans and options and answering questions. Committee recommendations shall be made to the Employer and to the principal officer of each Union who has representation on the Committee. If the Committee recommendations are not accepted by the parties to this Agreement, any unresolved issues shall be subject to the impasse procedures provided for pursuant to Section 14 of the Illinois Public Labor Relations Act. Notwithstanding the above, nothing herein shall preclude the Employer or the Union from making any proposals regarding health insurance during the bargaining process for any successor agreement.

## ARTICLE XIV

### MANAGEMENT RIGHTS

Except as specifically modified by other articles of this Agreement, the Lodge recognizes the exclusive right of the City to make and implement decisions with respect to the operation and management of its operations in all respects. Such rights include but are not limited to the following: to plan, direct, control and determine all the operations and services of the City; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which operations are conducted; to determine whether goods or services are made or purchased; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; and to carry out the mission of the City; 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 XV

### MISCELLANEOUS

Section 15.1. Gender of Words. The masculine gender as used herein shall be deemed to include the feminine gender, unless the feminine gender is clearly inappropriate in the context of the provision(s) concerned.

Section 15.2. Physical Examinations. If there is any question concerning an employee's fitness for duty or fitness to return to duty following a layoff or leave of absence, the City may require, at its expense, that the employee have a physical examination and/or psychological examination by a qualified and licensed physician and/or psychologist selected by the City.

Section 15.3. Application of Agreement to MEG Unit and Other Special Assignment Employees. Notwithstanding anything to the contrary in this Agreement, officers who are assigned to the Metropolitan Enforcement Group ("MEG") or to any other governmental or inter-governmental agency having an independent law enforcement authority or basis of jurisdiction, and officers assigned to perform law enforcement functions under the partial direction of another governmental entity shall be subject for the duration of such assignment to the practices, policies, procedures and directives which are generally applicable to officers assigned to that agency or which are applied pursuant to the authority of the other governmental entity, even though such practices, policies, procedures and directives may be inconsistent or in conflict with the provisions of this Agreement. The application of such practices, policies, procedures and directives shall not be subject to the grievance and arbitration procedures of this Agreement. Without in any way limiting the generality of the foregoing, the practices, policies, procedures and directives of MEG applicable to hours of

work and overtime shall be deemed to supersede inconsistent or contrary provisions of Article VIII (Hours of Work and Overtime) of this Agreement.

Section 15.4. Precedence of Agreement. If there is any conflict between the specific provisions of this Agreement and the specific provisions of any City ordinance or the specific provisions contained in the City's Personnel Policy and Procedure Manual which may be in effect from time to time, the specific terms of this Agreement, for its duration, shall take precedence.

Section 15.5. Bill of Rights. Nothing in this Agreement shall be construed to preclude the applicability of the Peace Officer Bill of Rights as set forth in 50 ILCS 725/1, *et seq.*, but said Bill of Rights shall not be incorporated herein by reference. This Section shall not be construed to waive an employee's Weingarten rights pursuant to the Illinois Public Labor Relations Act.

Section 15.6. Impasse Resolution. The resolution of any bargaining impasse shall be in accordance with the provisions of Appendix A which is attached hereto and incorporated herein by reference.

Section 15.7. Quartermaster System. The quartermaster system with respect to the provisions of uniforms and related equipment shall be continued for the term of this Agreement.

Section 15.8. Educational Assistance. Employees covered by this Agreement are eligible to receive reimbursement for tuition and other related costs, in an amount not to exceed \$2,500 per calendar year, subject to the following conditions:

1. Written approval of both the Police Chief and the City Manager must be obtained prior to enrollment.
2. To be considered for approval, the course must either be job-related or closely related to the employee's career development with the City.

3. Attendance at the selected school or college must not interfere with the employee's assigned work schedule.
4. Before reimbursement is made, the employee must submit evidence of satisfactory completion of the course.
5. Employees with less than 5 years service who terminate their employment will reimburse 50% of the amount of tuition reimbursement that they have received within the last 12 months of employment with the City.

Section 15.9. Subcontracting. The City shall have the right to contract out and/or subcontract work if such contracting and/or subcontracting does not cause the layoff of any bargaining unit employees.

Section 15.10. Chief's Points. Upon request, the Police Chief will give an officer the Chief's points he awarded to such officer as part of the sergeant promotional process administered by the Elmhurst Board of Fire and Police Commissioners.

Section 15.11. Drug and Alcohol Testing.

A. For purposes of this Section, "drugs" or "illegal drugs" shall mean:

Any controlled substance listed in the Illinois Controlled Substances Act, or any controlled substance listed in Schedule I under the Federal Controlled Substances Act, for which the person tested does not submit a valid pre-dated prescription. Among the drugs covered by this Section is cannabis.

B. Covered members are prohibited from:

1. Consuming, possessing, selling or purchasing any cannabis or illegal drugs at any time during the work day, except as required for work assignments, or when off duty;
2. Being under the influence of alcohol or drugs, including cannabis, during the course of the workday;
3. Failing to report to their supervisor any known adverse side effects of any medication or prescription drugs they are taking; or
4. Abusing prescription drugs.

C. Types of Testing: Covered members may be tested for drug or alcohol use in any of the following circumstances:

1. When there is reasonable suspicion of a covered member being under the influence of drugs, including cannabis, or alcohol, during the course of the work day;
2. As part of regularly scheduled physical examinations;
3. Following any vehicular accident involving personal injury or property damage in excess of \$2,000 occurring on duty or on a special detail;
4. When a covered member has been involved in a major incident, such as a shooting, an injury to arrestees or citizens, or where there is suspicion of the use of excessive force;
5. When a covered member is assigned to a departmental drug enforcement group or where a covered member is assigned primarily to drug enforcement; or
6. Officer-Involved Shooting. Whenever an officer, during the performance of his/her official duties or in the line of duty, discharges his/her firearm, causing injury or death to a person or persons, such officer shall submit to drug and alcohol testing. Such drug and alcohol testing must be completed as soon as practicable after the officer-involved shooting, but shall be completed no later than the end of the involved officer's shift or tour of duty.

- D. Order to Take Test: Prior to any order requiring a covered employee to take a reasonable suspicion test, the City shall provide the employee with written documentation of the facts or inferences which gave rise to the reasonable suspicion. No such written documentation shall be required to accompany any order to submit to an officer-involved shooting test/tests.
- E. Tests to be Conducted: For drug testing, the City shall use only a clinical laboratory or hospital facility that is licensed per the Illinois Clinical Laboratory Act, which laboratory shall comply with all Substance Abuse Management Safety & Health Administration (S.A.M.S.H.A.) rules. If the initial test for any drug is positive, a GC/MS confirmatory test shall be required.
- F. Results: As to drug testing, the City shall be notified in the event that a sample has tested positive or negative for a particular drug on both the initial and confirmatory test, under the Federal DOT standards. When a covered member tests positive for drugs per a GC/MS confirmatory test, a violation of this Section shall be established. As to cannabis, a GC/MS confirmatory test result showing 15 Ng/mL of THC shall be considered positive. As to alcohol testing, test results showing an alcohol concentration of .02 shall be considered positive and a violation of this Section shall be established. The Parties agree that if the Illinois Drug Free Workplace Act sets an initial and confirmatory level in the future for cannabis metabolites, such will replace the current THC level noted above.

- G. Right to Contest: The Union and/or the employee shall have the right to contest and/or grieve any alleged violation of this Section. In addition, the affected employee has the right to obtain an independent test of the testing sample at the employee's expense.
  
- H. Discipline: The City reserves the right to discipline employees up to and including discharge for violations of this Section.

## ARTICLE XVI

### ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term, except as expressly stated to the contrary herein (e.g., negotiations as provided in the Savings Clause over a substitute provision for a provision held invalid or unenforceable).

The City and the Lodge, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the City's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment, except as expressly stated to the contrary herein. In so agreeing, the parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Before making any changes in working conditions not contained in this Agreement which are mandatory topics of bargaining, the City shall notify the Union of its intention of the proposed change. Upon such notification, and if requested by the Union, the City shall meet with the Union and negotiate such change and its impact before it is finally implemented. Any change made without such notice shall be considered temporary pending the completion of such negotiations. If the Union becomes aware of such a change and has not received notification, the



Union must notify the City as soon as possible and request discussions if such negotiations are desired. The failure of the Union to request negotiations shall act as a waiver of the right to such negotiations by the Union.

## ARTICLE XVII

### SAVINGS CLAUSE

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court or competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision or subsequent litigation, and the remaining parts or portions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provision(s) for those provision(s) held invalid or unenforceable.

ARTICLE XVIII

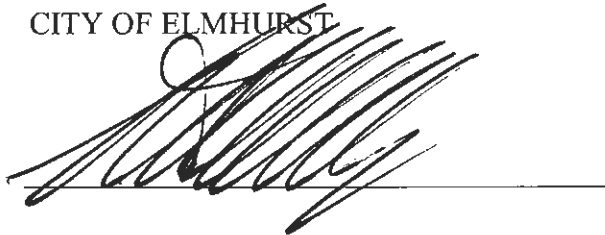
DURATION AND TERM OF AGREEMENT

Section 18.1. Termination in 2021. This Agreement shall be effective as of May 1, 2020, and shall remain in full force and effect until 11:59 p.m. on the 31<sup>st</sup> day of December 2021. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin within thirty (30) days of the notice.

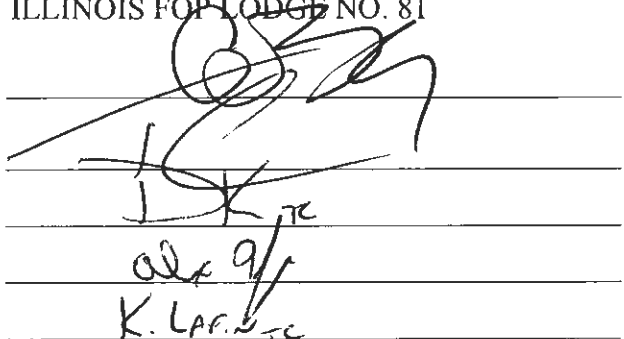
Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days' written notice to the other party of its desire to terminate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

Executed this 16 day of September, 2020.

CITY OF ELMHURST



ILLINOIS FRATERNAL ORDER OF  
POLICE LABOR COUNCIL, on behalf of  
ILLINOIS FOP LODGE NO. 81



alex 9/16  
K. LAF. etc

## APPENDIX "A"

### ALTERNATIVE IMPASSE RESOLUTION AGREEMENT

WHEREAS, the provisions of Section 14(p) of the Act, 5 ILCS 315/14(p), provide that the parties may agree to submit their unresolved disputes concerning wages, hours, terms and conditions of employment to an alternative form of impasse resolution.

NOW, THEREFORE, based upon the mutual benefits and consideration set forth herein, the receipt and sufficiency of which for each party is hereby acknowledged, the Employer and the Union agree to the following Alternative Impasse Resolution Procedure:

(1) **Authority for Agreement:** The parties agree that the statutory authority for this Agreement is Section 14(p) of the Act. The parties intend the provisions of this Agreement to represent and constitute an agreement to submit to an alternative form of impasse resolution any unresolved disputes concerning the wages, hours, terms and conditions of employment of the employees represented by the Union that are subject to the parties' negotiations for the successor agreement, the provisions of which are set forth herein.

(2) **Selection of Arbitrator and Naming of Panel:** The parties agree that should it become necessary to submit their unresolved disputes in negotiations to arbitration pursuant to Section 14, they will engage in the arbitration of impasse procedures described in the Act and the Rules and Regulations of the Board, subject to the following:

(a) **Service of Demand for Mediation:** The Employer agrees that any Demand for Mediation filed by the Union and served on the Employer prior to the commencement of the Employer's fiscal year on January 1, 2022 for the negotiations for a successor agreement, shall be deemed to be a proper and timely demand as provided in the Act and the Rules and Regulations of the Board and it shall trigger the authority and jurisdiction of the arbitrator (found in subsection (d) herein below) to award increases or decreases in wages retroactive to January 1, 2022; further, that arbitration proceedings under the Act and those Rules and Regulations shall be deemed to have been initiated and commenced on the date of service and filing of the Demand for Mediation.

(b) **Arbitrator Selection Process:** The parties agree that notwithstanding the filing and service of any Demand for Mediation by either the Union or the Employer, the selection of an arbitrator shall be delayed until such time as either party serves on the representative of the other, in writing by certified mail, a Demand that the arbitrator selection process be commenced, provided that the parties have engaged in mediation, unless the parties agree to waive mediation or one party has effectively refused to participate in mediation with Federal Mediation and Conciliation Service. It is further agreed that:

(i) During this period of delay, the parties agree to continue good faith collective bargaining, including utilizing the services of the Federal Mediation and Conciliation Service should an impasse be reached;

(ii) Within seven (7) days of the receipt by the other party of the written demand that selection of an arbitrator begin, the representatives of the parties shall meet and attempt to mutually agree upon an arbitrator. Unless the parties mutually agree otherwise, each party waives the right to a three (3) member panel of arbitrators as provided in the Act and agrees that the arbitration proceedings shall be heard by a single, neutral arbitrator;

(iii) In absence of an agreement on a neutral arbitrator, the parties shall follow the process in the collective bargaining agreement for selecting a grievance arbitrator, except that the list shall be obtained from the Illinois Labor Relations Board, unless the parties agree to use FMCS;

(iv) The parties shall jointly communicate and coordinate all remaining aspects of the arbitration (including but not limited to the scheduling of hearings, requests for issuance of subpoenas and the submission of post-hearing briefs) directly with the neutral arbitrator in the manner prescribed in the Act and the Rules and Regulations of the Board, unless modified by this Alternative Impasse Resolution Agreement.

(c) **Issues in Dispute and Final Offers:** Within twenty-one (21) calendar days prior to the commencement of the hearing, the representatives of the parties shall meet and develop a written list of those issue(s) that remain in dispute. The representatives shall prepare a Stipulation of Issue(s) in Dispute for each party to then execute and for submission at the beginning of the arbitration hearing. The parties agree that only those issue(s) listed in the Stipulation shall be submitted to the arbitrator for decision and award. It is further agreed that:

(i) Each party retains the right to object to any issue on the grounds that the same constitutes a non-mandatory subject of bargaining and/or is an issue on which the arbitrator has no authority to issue an award. Should any disputes arise as to whether a subject is a mandatory subject of bargaining, the parties agree to cooperate in obtaining a prompt resolution of the dispute by the Board pursuant to the Act and the Rules and Regulations of the Board. Either party may file a petition with the Board's General Counsel for a declaratory ruling after receiving such notice from either party that it regards a particular issue a non-mandatory subject of bargaining.

(ii) Not less than seven (7) calendar days prior to the date when the first day the arbitration hearings are scheduled to commence, the representatives of the parties shall simultaneously exchange in person their respective written final offers as to each issue in dispute as shown on the Stipulation of Issues in Dispute. The foregoing shall not preclude the parties from mutually agreeing to modify final offers or from mutually agreeing to resolve any or all the issues identified as being in dispute through further collective bargaining.

(d) **Authority and Jurisdiction of Arbitrator:** The parties agree that the neutral arbitrator shall not function as a mediator unless mutually agreed by the Employer

and the Union. The arbitrator selected and appointed to resolve any disputes that may exist in the negotiations for an agreement shall have the express authority and jurisdiction to award increases or decreases in wages retroactive to January 1, 2022 for negotiations for a successor agreement, notwithstanding any delay in the arbitrator selection process that may have occurred or any other modification of the impasse procedure described in the Act and the Rules and Regulations of the Board as a result of this Agreement provided one party has served on the other a timely Demand for Mediation in accordance with the provisions of Section 2(a) above, each party expressly waives and agrees not to assert a defense, right or claim that the arbitrator lacks the jurisdiction and authority to make such a retroactive award of increased or decreased wages and/or other forms of compensation.

(e) **Discretion and Judgment of Arbitrator:** The parties do not intend by this Agreement to predetermine or stipulate whether any award of increased or decreased wages should in fact be retroactive to January 1, 2022, but rather intend to insure that the arbitrator has the jurisdiction and authority to so award retroactive increases or decreases, provided a timely Demand for Mediation has been submitted by one party, to that date should he in his discretion and judgment believe such an award is appropriate.

(f) **Conduct of Hearings:** The parties agree that all arbitration hearings shall be conducted as follows:

(i) Hearings shall be held in Elmhurst, Illinois, at a mutually agreed location. Hearings may be conducted elsewhere by written mutual agreement;

(ii) The hearings shall be scheduled on mutually agreed dates, subject to reasonable availability of the arbitrator and the representatives of the parties and shall be concluded within thirty (30) days of the date of the first hearing;

(iii) The party requesting arbitration shall proceed with the presentation of its case first, followed by the non-requesting party. Each party shall have the right to submit rebuttal evidence and testimony, as well as to submit a post-hearing brief. Presentation of evidence may be through witnesses, through attorney/representative narratives, or a combination of both. Post-hearing briefs shall be simultaneously submitted directly to the arbitrator, with a copy sent to the opposing party's representative by the arbitrator, within thirty (30) calendar days of the conclusion of the hearing;

(iv) The arbitrator's decision and award shall be issued in writing directly to each party's representative within thirty (30) days of the close of hearings or the submission of post-hearing briefs, whichever is later;

(v) A mutually agreed court reporting service shall record and transcribe the hearings. The costs of the neutral arbitrator, as well as the costs of the court reporting service and a copy of the transcript for the arbitrator shall be divided equally. Each party shall be responsible for purchasing its own copy of the transcript and for compensating its own witnesses and representatives.

(3) **Time Limits:** The parties agree that any time limits, regardless of whether they are set forth in this Alternative Impasse Resolution Procedure, in the Act, or in the Rules and Regulations of the Board, may be extended by mutual written agreement.

(4) **Remaining Provisions of Section 14:** Except as expressly provided in this Agreement, the parties agree that the provisions of Section 14 of the Act and the Rules and Regulations of the Board shall govern the resolution of any bargaining impasses and any arbitration proceedings that may occur. To the extent there is any conflict between the provisions of this Agreement and Section 14 and/or the Rules and Regulations of the Board, it is the parties' express intent that the provisions of this Agreement shall prevail.

(5) **Recitals Incorporated:** The parties agree that the recitals at the beginning of this Agreement represent essential elements of the understandings of the parties, and that the same are hereby incorporated as part of this Agreement.

(6) **Authority of Representatives:** The representatives of the parties signing below warrant to each other that they have been duly authorized to enter into this Agreement by the governing body of the Employer and the membership of the bargaining unit, respectively, and that all necessary steps have been taken to insure that the terms of this Agreement will be binding on the Employer and the Union.

**APPENDIX B**

**DUES AUTHORIZATION FORM**

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

I, \_\_\_\_\_ (insert your name), understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the Illinois Fraternal Order of Police Labor Council. I hereby authorize my Employer, the City of Elmhurst, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my Employer to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Personal E-mail: \_\_\_\_\_

Employment Start Date: \_\_\_\_\_

Title: \_\_\_\_\_

**Employer, please remit all dues deductions to:**

Illinois Fraternal Order of Police Labor Council  
Attn: Accounting  
974 Clock Tower Drive  
Springfield, Illinois 62704

(217) 698-9433

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



## APPENDIX "C"



# FRATERNAL ORDER OF POLICE

Elmhurst Police Department Lodge #81

## DISCIPLINARY GRIEVANCE REPORT FORM

<b>FILE DIRECTLY WITH CHIEF (STEP 3)</b>		<b>PLEASE PRINT OR TYPE</b>	
NAME OF GRIEVANT:		TITLE:	
HOME PHONE:	CELL PHONE:	WORK PHONE:	
SUPERVISOR WHO ISSUED DISCIPLINE:			
DATE OF INCIDENT OR DATE KNEW OF FACTS GIVING RISE TO GRIEVANCE:			
ARTICLE AND SECTION NUMBER(S) OF CONTRACT VIOLATION: <b>ARTICLE XIV and all other applicable articles and sections</b>			
STATEMENT OF GRIEVANCE (GIVE TIMES, DATES, WHO, WHAT, WHEN, WHERE, WHY, HOW) BE SPECIFIC:			
(CONTINUE ON PAGE 2 IF NECESSARY)			
REMEDY REQUESTED:			
GRIEVANT'S SIGNATURE:		DATE GIVEN TO CHIEF:	TIME:
X			

<b>EMPLOYER'S STEP THREE RESPONSE</b>		
RESPONSE:		
GIVEN TO:	DATE/TIME:	CHIEF SIGNATURE:

<b>STEP FOUR</b>		
REASON FOR ADVANCING GRIEVANCE:		
GIVEN TO: CITY MANAGER	DATE/TIME:	FOP REPRESENTATIVE SIGNATURE:

<b>EMPLOYER'S STEP FOUR RESPONSE</b>		
GIVEN TO:	DATE/TIME:	CITY MANAGER SIGNATURE:



# FRATERNAL ORDER OF POLICE

Elmhurst Police Department Lodge #81

## NON-DISCIPLINARY GRIEVANCE REPORT FORM

FILE AT STEP 1		PLEASE PRINT OR TYPE	
NAME OF GRIEVANT:		TITLE:	
HOME PHONE:	CELL PHONE:	WORK PHONE:	
SUPERVISOR NOTIFIED AT TIME OF INCIDENT:			
DATE OF INCIDENT OR DATE KNEW OF FACTS GIVING RISE TO GRIEVANCE:			
ARTICLE AND SECTION NUMBER(S) OF CONTRACT VIOLATION:			
STATEMENT OF GRIEVANCE (GIVE TIMES, DATES, WHO, WHAT, WHEN, WHERE, WHY, HOW) BE SPECIFIC:			
(CONTINUE ON PAGE 2 IF NECESSARY)			
REMEDY REQUESTED:			
GRIEVANT'S SIGNATURE:		DATE GIVEN TO IMMEDIATE SUPERVISOR:	TIME:
X			

<b>EMPLOYER'S STEP ONE RESPONSE</b>		
RESPONSE:		
GIVEN TO:	DATE/TIME:	IMMEDIATE SUPERVISOR SIGNATURE:

<b>STEP TWO</b>		
REASON FOR ADVANCING GRIEVANCE:		
GIVEN TO: <b>DEPUTY CHIEF</b>	DATE/TIME:	FOP REPRESENTATIVE SIGNATURE:

<b>EMPLOYER'S STEP TWO RESPONSE</b>		
RESPONSE:		
GIVEN TO:	DATE/TIME:	DEPUTY CHIEF SIGNATURE:

<b>STEP THREE</b>		
REASON FOR ADVANCING GRIEVANCE:		
GIVEN TO: <b>CHIEF of POLICE</b>	DATE/TIME:	FOP REPRESENTATIVE SIGNATURE:

<b>EMPLOYER'S STEP THREE RESPONSE</b>		
RESPONSE:		
GIVEN TO:	DATE/TIME:	CHIEF SIGNATURE:

<b>STEP FOUR</b>		
REASON FOR ADVANCING GRIEVANCE:		
GIVEN TO: <b>CITY MANAGER</b>	DATE/TIME:	FOP REPRESENTATIVE SIGNATURE:

<b>EMPLOYER'S STEP FOUR RESPONSE</b>		
RESPONSE:		
GIVEN TO:	DATE/TIME:	CITY MANAGER SIGNATURE: