

**AGREEMENT**  
**Between**  
**VILLAGE OF SKOKIE**  
**And**  
**ILLINOIS FRATERNAL ORDER OF POLICE**  
**LABOR COUNCIL, REPRESENTING SKOKIE**  
**POLICE OFFICERS**

**2015 - 2019**

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## AGREEMENT

This Agreement is made and entered into by and between the Village of Skokie (hereinafter referred to as the "Village") and Fraternal Order of Police, Skokie Lodge No. 68, and the Illinois FOP Labor Council (hereinafter referred to as the "Council").

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

NOW, THEREFORE, the parties agree as follows:

## ARTICLE I

### RECOGNITION AND REPRESENTATION

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

Section 1.2. Council’s Duty of Fair Representation. The Council 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 Village nor the Council shall discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color, national origin, or Council membership. Other than Council membership, any dispute concerning the interpretation and application of this paragraph shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

## ARTICLE III

### DUES CHECKOFF, FAIR SHARE, AND COUNCIL RIGHTS

Section 3.1. Dues Checkoff. During the term of this Agreement the Village will deduct from each employee's first paycheck each month the uniform, regular monthly Council dues for each employee in the bargaining unit who has filed with the Village a lawfully written authorization form, a copy of which is attached as Appendix A, and shall forward such amount to the Council by the 10th day of the month following the month in which the deduction was made, together with a list of employees from whom deductions were made.

The actual dues amount deducted, as determined by the Council, shall be uniform for each employee in order to ease the Village's burden in administering this provision. The Council may change the fixed uniform dollar amount once each year during the life of this Agreement by giving the Village Personnel Director at least thirty (30) days' written notice of any change in the amount of the uniform dues to be deducted.

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

Section 3.2. Fair Share. During the term of this Agreement, employees who are not members of the Council shall, commencing sixty (60) days after their employment or sixty (60) days after the effective date of this Agreement whichever is later, pay a fair share fee to the Council for collective bargaining and contract administration services rendered by the Council as the exclusive representative of the employees covered by said Agreement, provided fair share fee shall not exceed the dues attributable to being a member of the Council. Such fair share fees shall be deducted by the Village from the earnings of non-members and remitted to the Council.



The Council shall periodically submit to the Village a list of the members covered by this Agreement who are not members of the Council and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit. The foregoing provision shall not apply to any employee employed prior to November 1, 1986 who is not a member of the Council, provided any such employee must pay, pursuant to the deduction provisions of this Section, either the fair share fee or an amount equal to such fair share fee to a charitable organization selected in accordance with the last paragraph of this Section. This fair share Section shall apply to employees who are members on the effective date of this Agreement and who thereafter become non-members. The Council agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in Chicago Teachers Union v. Hudson, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payors. Accordingly, the Council agrees to do the following:

1. Give timely notice to fair share fee payors of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.
2. Advise fair share fee payors of an expeditious and impartial decision-making process whereby fair share fee payors can object to the amount of the fair share fee.
3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payors to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Council with respect to fair share fee payors as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable

organization mutually agreed upon by the employee and the Council. If the affected non-member and the Council are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

Section 3.3. Indemnification. The Council shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Village for the purpose of complying with the provisions of this Article, or in reliance on any written checkoff authorization furnished under any of such provisions.

Section 3.4. Council Use of Bulletin Boards. The Village will make available space on a bulletin board for the posting of official Council notices of a non-political, non-inflammatory nature. The Council will limit the posting of Council notices to such bulletin board.

## ARTICLE IV

### LABOR-MANAGEMENT COMMITTEE

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

## ARTICLE V

### GRIEVANCE PROCEDURE

Section 5.1. Definition. A "grievance" is defined as a dispute or difference of opinion raised by an employee or the Council against the Village involving an alleged violation of an express provision of this Agreement except that any dispute or difference of opinion concerning a matter or issue subject to the jurisdiction of the Skokie Police and Fire Commission shall not be considered a grievance under this Agreement unless otherwise specifically provided in 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 on a grievance form, a copy of which is attached as Appendix B, to the employee's (in most cases, a Sergeant) 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 ten (10) calendar days from the date of the first occurrence of the matter giving rise to the grievance or within ten (10) 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 Village or his designee within seven (7) calendar days after receipt of the Village'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 Village's answer at Step 2. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Police Chief, or his designee, shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within seven (7) calendar days with the grievant and an authorized representative of the Council 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 Council within seven (7) calendar days following their meeting.

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

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

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

- (b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Council and Village representatives.
- (c) The Village and the Council shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Council retain the right to employ legal counsel.
- (d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (e) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.
- (f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Council; 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. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the Second Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 5.4 shall be final and binding upon the Village, the Council 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 ten (10) calendar days after the first occurrence of the

event giving rise to the grievance or within ten (10) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

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

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



## ARTICLE VI

### NO STRIKE-NO LOCKOUT

Section 6.1. No Strike. Neither the Council 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 Village, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article maybe discharged or otherwise disciplined by the Village. Each employee who holds the position of representative, officer or steward of the Council occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article the Council 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 Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Council.

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 Village or the Council 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 Village. 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. Seniority shall not accrue during any unpaid leave of absence in excess of thirty (30) consecutive days and in such event the employee's seniority date shall be adjusted accordingly.

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 twenty-four (24) months of work. If a new hire has successfully completed training in accordance with the Illinois Law Enforcement Training Board as an Illinois State Certified Law Enforcement Officer prior to employment with the Village, and has not been out of law enforcement for a period of more than two (2) years, then the Village Board of Fire and Police Commissioners may, at their sole discretion, lessen the period of probation to eighteen (18) months on a case-by-case basis. During an employee's probationary period the employee may be suspended, laid off, or terminated at the sole discretion of the Village. No grievance shall be presented or entertained in connection with the suspension, layoff, or termination of a probationary employee.

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

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

Section 7.4. Layoff. The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their length of service as provided in Illinois Statute (65 ILCS 5/10-2.1-18).

Except in an emergency, no layoff will occur without at least fourteen (14) calendar days' notification to the Council. The Village agrees to consult the Council, upon request, and afford the Council 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. Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with, a copy to the Council, provided that the employee must notify the Police Chief or his designee of his intention to return to work within three (3) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide

the Police Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list.

Section 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 (probationary employees without cause);
- (c) retires (or is retired should the Village adopt and implement a legal mandatory retirement age);
- (d) falsifies the reason for a leave of absence, or is found to be working during a leave of absence without the written approval of the Village Manager;
- (e) fails to report to work at the conclusion of an authorized leave of absence or vacation;
- (f) is laid off and fails to report for work within two (2) working days after the established date for the employee's return to work;
- (g) is laid off for a period in excess of three (3) years;
- (h) does not perform work for the Village for a period in excess of twelve (12) months; provided, however, this provision shall not be applicable to absences due to military service, established work related injury compensable under workers' compensation and/or duty related disability pension, or a layoff where the employee has recall rights; or
- (i) is absent for two (2) consecutive working days without notifying the Village.

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

## ARTICLE 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 shall consist of eight hours (exclusive of a 30-minute unpaid lunch period) including a 15-minute briefing period prior to the start of the regular shift and up to 15 minutes after the end of the shift.

Section 8.3. Normal Work Cycle. The normal work cycle shall be 28 days.

Section 8.4. Changes in Normal Workday or Normal Work Cycle. Should it be necessary in the Village's judgment to establish schedules departing from the normal workday or the normal work cycle, or to change the shift schedule of an employee or employees, the Village will give, if practicable, at least 24 hours' advance notice of such change to all employees affected by such change. Subject to the foregoing, an employee will normally have 9 regular days off (RDO's) per calendar month.

Section 8.5. Overtime Pay. An employee shall be paid 1-1/2 times the regular straight-time hourly rate of pay for all hours worked in excess of 8 hours in the employee's workday or in excess of 160 hours in the employee's normal 28-day work cycle.

Section 8.6. Court Time. Employees who are required to make a court appearance outside their normal hours of work (i.e., hours not contiguous to their normal shift or on a day not regularly scheduled) shall be paid time and one-half their regular straight-time hourly rate of pay for all hours worked outside their normal shift, with a guarantee of three hours' pay at time and one-half. In conjunction with the foregoing, travel time of one and one-half hours for downtown Chicago court appearances (including 26th and California) and two hours for Elgin

Mental Health hearings shall be paid at time and one-half the regular straight-time hourly rate of pay if the travel time occurs outside the normal hours of work.

Section 8.7. Call-in Pay. Employees who are called back to work outside their normal hours of work (i.e., hours not contiguous to their normal shift or on a day not regularly scheduled) shall be paid their applicable rate of pay for all hours worked outside their normal shift, with a guarantee of three (3) hours' pay. Employees are only eligible for the three (3) hour call-in pay described herein in emergency situations when they are ordered back to work. This Section shall not apply to training or tactical unit exercises, but shall apply to instances when the tactical unit is activated to respond to an actual emergency.

Section 8.8. Compensatory Time. An employee shall have the option of accruing up to a maximum of one hundred twenty (120) hours of compensatory time in lieu of overtime pay.

While employee wishes will be considered, the scheduling of compensatory time shall be subject to the paramount needs of the Department as determined by the employee's unit commander. Accrued compensatory time shall, if practicable, be used within the same fiscal year in which it has been accrued. Any hours above forty (40) hours as of October 31 shall be paid off in November at the employee's straight-time hourly rate of pay as of October 31. If all compensatory time cannot be scheduled in the fiscal year, up to the first forty (40) hours shall be carried over to the next fiscal year and any hours above forty (40) hours as of April 30 shall be paid off at the employee's straight-time hourly rate of pay as of April 30. Any unused compensatory time that an employee has at time of separation from Village employment (including retirement) shall be paid off at the employee's straight-time hourly rate of pay as of the employee's last day of employment.

Section 8.9. No Pyramiding. Compensation shall not be paid or compensatory time taken more than once for the same hours under any provision of this Article or Agreement.

## ARTICLE IX

### LEAVES OF ABSENCE

Section 9.1, Sick Leave. Each employee shall be advanced eight (8) sick leave days for use during the calendar year and said days shall not be accumulative. Sick leave may be used for illness, injury, maternity, doctor's appointments, or for serious illness or injury in the employee's immediate family. Immediate family shall be defined as the employee's spouse, children, parents, mother-in-law, father-in-law, brothers, sisters and grandparents. In case of serious illness in the immediate family, up to three (3) days of sick leave may be approved by the Police Chief or his designee. An additional two (2) days may be approved by the Village Manager.

In the event an employee is unable to work due to illness, he must inform his supervisor prior to the start of the scheduled work day. Failure to inform the supervisor each day of absence, or agreed intervals in the case of an extended illness, will result in loss of pay. Employees will comply with such reporting rules as may be established by the Police Chief.

The Village retains the right to take corrective steps to deal with abuse of sick leave or if an employee has prolonged and/or frequent and regular absences which hinder the carrying out of their responsibilities. Such corrective steps may include medical consultations, informal or formal disciplinary action, including dismissal.

Sick leave, if available, must be used for the first three (3) working days of an employee's absence due to illness, sickness or injury. Emergency leave may only be used commencing with the fourth consecutive working day an employee is absent due to sickness, illness or injury.

Effective January 1, 2009, the number of sick leave days advanced to each employee for use during calendar year 2009 shall be eight (8) since the average number of sick leave days used during calendar year 2008 by bargaining unit members who were employed for the entire calendar year 2008 was 5.0 days or less.

Effective January 1, 2010, the number of sick leave days advanced to each employee for use during calendar year 2010 shall be eight (8) if the average number of sick leave days used during the preceding calendar year by bargaining unit members who were employed for the entire calendar year 2009 was 5.0 days or less. If the number of sick leave days advanced for use during calendar year 2009 was eight (8) and the average number of sick leave days used during calendar year 2009 by such employees was more than 5.0 days, the number of sick leave (days) advanced to each employee for use during calendar year 2010 shall be seven (7).

Effective January 1, 2011, and each January 1 thereafter, the number of sick days for the calendar year shall be in accordance with the following table:

NUMBER OF SICK LEAVE DAYS ADVANCED IN PRIOR CALENDAR YEAR	AVERAGE NUMBER OF SICK LEAVE DAYS USED IN PRIOR CALENDAR YEAR	NUMBER OF SICK LEAVE DAYS ADVANCED AS OF JANUARY 1
8	5 or less	8
7	5 or less	8
6	5 or less	7
8	More than 5	7
7	More than 5	6
6	More than 5	6

Effective January 1, 2009 and each January 1 thereafter, bonus paid time off to be taken shall be awarded based on the number of sick leave days used during the preceding calendar year in accordance with the following schedule:



<u>No. of Sick Leave Days Used</u>	<u>Bonus Paid Time Off</u>
0	24 hours
1	12 hours
2	8 hours
More Than 2	0 hours

Bonus paid time off earned based on the foregoing schedule shall be scheduled at the mutual convenience of the employee and the Department. Employee requests to take such time off shall not be unreasonably denied. Unused bonus paid time off shall be forfeited without compensation. There shall be no carryover.

On or before May 15, July 15, September 15, November 15, January 1, and March 15, the Village will provide the Union with information concerning the total number of sick leave days used by bargaining unit members in the preceding two months.

Section 9.2. Funeral Leave. In the event of a death in the employee's immediate family, the employee may be granted up to three (3) days leave of absence without loss of pay for the purpose of attending the funeral. Upon recommendation of the Police Chief and with the approval of the Village Manager, this period may be extended for an additional two days due to extraordinary circumstances, but any such days shall be charged to emergency leave, sick leave, and any other accrued leave time in that order. Immediate family for the purposes of this Section shall mean the employee's spouse, children (including step children), grandchildren, son-in-law, daughter-in-law, parents (including step parents), grandparents, father-in-law, mother-in-law, brothers and sisters (including step brother and step sister), brother-in-law, sister-in-law, and spouse's grandparents. In the event of a death of the employee's aunt or uncle, the employee may be granted one (1) day leave of absence without loss of pay for the purpose of attending the funeral.

Section 9.3. Jury Leave. An employee who is required to report for jury duty shall be excused from work without loss of pay for the period of time which he is required to report or serve. Any compensation which the employee receives for jury duty or jury service shall not be subtracted from the employee's regular wages.

Section 9.4. Military Leave. Military leave shall be in accordance with State and Federal law, and additional provisions as may be set forth in the Village's Personnel Manual from time to time.

Section 9.5. Educational Leave. Subject to the discretionary approval of both the Chief of Police and the Village Manager and confirmation by the Board of Fire and Police Commission, an employee may be granted, upon written request, an unpaid leave of absence not to exceed one (1) year for educational advancement related to law enforcement.

Section 9.6. Non-Employment Elsewhere. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. 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 Village unless such employment has been approved in advance by the Village Manager prior to the commencement of the leave of absence.

Section 9.7. Family and Medical Leave Act of 1993. The parties agree that the Village may take whatever reasonable steps are deemed to be needed to comply with the Family and Medical Leave Act of 1993, as amended.

## ARTICLE X

### EMERGENCY LEAVE AND DISABILITY BENEFITS

Section 10.1. Definition and Method of Accrual. Commencing the first day for illness involving in-patient hospitalization or out-patient surgery and fourth day for illness involving home confinement, employees shall be placed on paid emergency leave status provided they have sufficient accrual in accordance with the following schedule based on years of seniority:

<u>Years of Seniority</u>	<u>Emergency Leave Days Earned</u>
Less than one year	0
1 - 2 years	10
3 years	20
4 years	30
5 years	40
6 years	50
7 years	65
8 years	80
9 years	95
10 years	110
11 - 16 years	150
17 - 20 years	200
over 20 years	260

Emergency leave may also be used for off the job injury of disability or quarantine due to a contagious disease. Emergency leave may not be arbitrarily and unreasonably denied.

Emergency leave shall not be granted for personal reasons, or for routinely scheduled medical, dental or optical appointments. Such absences may be charged to compensatory time.

Section 10.2. Emergency Leave Days. Emergency leave days used shall be deducted from the maximum accrual based on the employee's years of service.

Section 10.3. Emergency Leave. The Chief or designee may grant emergency leave taking into consideration length of service of the employee; past performance of duties; previous use of emergency leave; attendance; ability of the operating unit to absorb work of the employee without the addition of new personnel; and such other factors as will give equitable consideration to the interest of the employee and grant additional emergency leave to a maximum of one year.

Section 10.4. Emergency Leave. The Chief or designee may deny the emergency leave or pay to an employee for unexcused absence for excessive intermittent or excessive regular absences because of illness or physical inability to perform the assigned duties of his position.

Section 10.5. Emergency Leave. Emergency leave shall not be granted for injuries or illness resulting from employment in any other business, position, or occupation.

Section 10.6. Disability Benefits. Employees who are injured on the job shall be eligible for disability benefits in accordance with applicable state law. Notwithstanding any other provision in this Agreement, no paid sick leave days will be accrued or earned while on a work related disability leave and no vacation days or holidays will be accrued or earned after the first year on disability leave.

## ARTICLE XI

### VACATIONS

Section 11.1. Eligibility. Annual vacation allowances are based on the number of completed years of continuous service. The annual anniversary date of the most recent start date as a continuous full-time employee shall be the basis of calculating the length of eligible service, for purposes of this Section only. The annual vacation allowances for service periods with the Village are:

<u>Years of Service</u>	<u>Annual Earnings</u>
1st year to 5th anniversary	10 working days
6th year to 12th anniversary	15 working days
13th year to 18th anniversary	20 working days
19th year to 23rd anniversary	25 working days
24th year and over	30 working days

No probationary employee shall be eligible to use accrued vacation until such employee has completed at least 6 months of employment.

Section 11.2. Vacation Accrual. Vacation hours start to accrue with the first payroll period of employment and each subsequent payroll period, for which there is a minimum of sixty (60) paid hours. Inclusive of paid hours are the actual time worked plus, vacation, holiday, authorized sick/emergency leave, compensatory time and other categories of authorized leave "with pay." Vacation hours may also accrue while an employee is off work due to a work related injury/illness or other authorized unpaid leave of absence which specifically permits continued leave accruals. Vacation hours do not accrue to an employee while on disability leave, authorized leave "without pay" where leave accruals cease, or workers' compensation absences over one (1) year. For the purposes of this Article only (excluding Section 11.4) full-time employment by the Village in a position not covered by this Agreement which immediately

precedes employment in a position covered by this Agreement shall be counted in determining the number of working days of vacation per year that an employee is eligible to receive.

Section 11.3. 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 11.4. Vacation Scheduling. Vacations shall be scheduled insofar as practicable at times desired by each employee, with the determination of preference with each work unit being made on the basis of an employee's seniority as defined in Article VII, Section 7.1. 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 Village.

Section 11.5. Limitation on Accumulation of Vacation. Earned vacation shall normally be taken within one year after it is earned. Employees may have accruals of vacation leave up to an amount equal to one-and-one-half times the employee's annual earnings based on their length of service (e.g., three (3) weeks for two (2) weeks annual earnings, four and one half (4 1/2) weeks for three (3) weeks annual earnings, etc.). Vacation hours cease to accrue biweekly when the individual employee's maximum accrual limit is reached.

Section 11.6. Pay for Earned but Unused Vacation Upon Termination. Except with respect to an employee covered by Section 11.5 above, if at time of termination an employee has earned but unused vacation time, said vacation time shall be paid at the employee's rate of pay at time of termination. In the event of death, any vacation earned but unused shall be paid to the designated beneficiary of the deceased employee. Except as provided in this Section, there shall be no salary payment made in lieu of vacation.

## ARTICLE XII

### HOLIDAYS

In lieu of holidays, employees covered by this Agreement shall receive seven (7) days off per fiscal year. Said days accrue when the actual holiday designated below occurs. The seven holidays are as follows:

New Year's Day

President's Day

Memorial Day

July 4<sup>th</sup>

Labor Day

Thanksgiving Day

Christmas Day

Holidays will be prorated for new hires and for separations (including retirements) based on the actual date of the hire/separation in relation to the actual holiday. Thus, if an employee uses a day off under this Section before the day accrues and then separates from Village service for any reason, the employee shall be obligated to repay the Village for the day(s), the amount of which may be deducted from the employee's paycheck. (E.g., if an employee takes seven days off between January 1 and December 20, and resigns effective December 20, the employee would owe the Village one day's pay, since the employee's seventh day off would not accrue until Christmas Day occurs. Similarly, if a new employee is hired on July 5, such employee will only accrue three (3) days for use during the calendar year.)

Days off accrued under this section are to be scheduled based on the employee's request and with the approval of the Police Chief or his designee. In order to be eligible to receive pay for any of the up to seven (7) scheduled days off, the employee must work his full scheduled day before and after the scheduled day off unless proof of sickness or excusable absence is established to the satisfaction of the Police Chief. Unused days off shall be forfeited without compensation; there shall be no carryover from one fiscal year to the next.

When an employee is called in from his regularly scheduled day off to work on the actual day of the holiday, the employee shall be paid time and one-half his regular straight-time hourly rate of pay for all hours worked on said holiday outside of the employee's regularly scheduled hours of work.



## ARTICLE XIII

### SALARIES AND OTHER COMPENSATION

Section 13.1. Salaries. Effective May 1, 2015, employees covered by this Agreement shall be paid on the basis of the following:

<u>Step</u>	<u>Hourly</u>	<u>Annual</u>
A	\$33.197	\$69,049.76
B	\$34.855	\$72,498.40
C	\$36.597	\$76,121.76
D	\$38.424	\$79,921.92
E	\$40.340	\$83,907.20
F	\$42.286	\$87,954.88
F+	\$43.422	\$90,317.76

Effective May 1, 2016, employees covered by this Agreement shall be paid on the basis of the following:

<u>Step</u>	<u>Hourly</u>	<u>Annual</u>
A	\$34.027	\$70,776.16
B	\$35.726	\$74,310.08
C	\$37.512	\$78,024.96
D	\$39.385	\$81,920.80
E	\$41.349	\$86,005.92
F	\$43.343	\$90,153.44
F+	\$44.508	\$92,576.64

Effective November 1, 2016, employees covered by this Agreement shall be paid on the basis of the following:

<u>Step</u>	<u>Hourly</u>	<u>Annual</u>
A	\$34.095	\$70,917.60
B	\$35.797	\$74,457.76
C	\$37.587	\$78,180.96
D	\$39.464	\$82,085.12
E	\$41.432	\$86,178.56
F	\$43.430	\$90,334.40
F+	\$44.597	\$92,761.76

Effective May 1, 2017, employees covered by this Agreement shall be paid on the basis of the following:

<u>Step</u>	<u>Hourly</u>	<u>Annual</u>
A	\$34.947	\$72,689.76
B	\$36.692	\$75,319.36
C	\$38.527	\$80,136.16
D	\$40.451	\$84,138.08
E	\$42.468	\$88,333.44
F	\$44.516	\$92,593.28
F+	\$45.712	\$95,080.96

Effective May 1, 2018, employees covered by this Agreement shall be paid on the basis of the following:

<u>Step</u>	<u>Hourly</u>	<u>Annual</u>
A	\$35.821	\$74,507.68
B	\$37.609	\$78,226.72
C	\$39.490	\$82,139.20
D	\$41.462	\$86,240.96
E	\$43.530	\$90,542.40
F	\$45.629	\$94,908.32
F+	\$46.855	\$97,458.40

Effective November 1, 2018, there will be an equity adjustment applied to all steps, if necessary, in a percentage amount that will place the top step (F+) Skokie police officer salary in the middle of the top step salary for the comparable communities (including Skokie) which rank 6<sup>th</sup> and 7<sup>th</sup> among the communities that the parties have historically used for comparability purposes.

Section 13.2. Retroactivity. Employees covered by this Agreement who are still on the active payroll as of the beginning of the payroll period immediately following the execution of this Agreement shall receive a retroactive payment which shall be based on the difference between the salary they received between May 1, 2015 and the beginning of said payroll period and the salary they would have received during the same period of time based upon the foregoing salary schedule for all hours paid during this time period, provided that any employee who retired after May 1, 2015, but before execution of this Agreement shall also be eligible for retroactive pay based on hours paid after May 1, 2015.

Section 13.3. Step Increments. Advancement from Step A to Step B and from Step B to Step C shall be at six month intervals; advancement from Step C or higher to the next higher step up to Step F shall be at yearly intervals. New employees with prior police experience or relevant credentials may, at the Village's sole option, be started at Step B, in which case the employee will advance to Step C upon successful completion of 12 months of employment. To be eligible for step advancement the employee must meet departmental standards during the prior evaluation period. An employee shall be eligible to advance to Step F+ only upon completing at least one year at Step F and after being recommended for Step F+ based on sustained above average performance during the prior evaluation period. Receipt of F+ for a given year does not guarantee that the employee will receive Step F+ in the following year. If an employee alleges that he has been arbitrarily and capriciously denied Step F+, the employee or the Council may file a grievance in accordance with the grievance and arbitration procedure set forth in this Agreement.

Section 13.4. Longevity Pay. Employees on the active payroll with the Village in a position covered by this Agreement shall receive monthly longevity pay in accordance with the following schedule:

<u>Years of Seniority</u>	<u>Monthly Amount</u>
8 years but less than 15 years	\$66.66
15 years but less than 20 years	91.66
20 years but less than 25 years	116.66
25 years or more	145.83

Section 13.5. Field Training Officer Pay. Effective January 1, 2016, and retroactive to January 1, 2016, an officer who is assigned and determined to be qualified as a Field Training Officer shall be paid one hour's pay at the officer's straight-time hourly rate of pay for each shift that the officer serves as the Field Training Officer and submits a daily observation report.

## ARTICLE XIV

### INSURANCE

Section 14.1. Comprehensive Medical/Dental Program. The comprehensive medical insurance program (including HMO's) and dental insurance program that was in effect when this Agreement was ratified shall be continued during the remainder of the term of this Agreement; provided, however, the Village retains the right to change insurance carriers, HMO's, benefit levels, or to self-insure as it deems appropriate, so long as the new basic coverage and basic benefits are substantially similar to those which predated this Agreement. Employees may elect single or family coverage in one of the health plans offered by the Village during the enrollment period established by the Village. The employee shall pay 12% of the premium or cost for single or family coverage, whichever is applicable, for the plan selected and said amount shall be deducted from the employee's paycheck. Effective June 1, 2017, and thereafter, the employee shall pay the same percent as the Village's unrepresented employees are also paying (up to 15%) toward the cost of such premium or cost for single or family coverage, whichever is applicable, for the plan selected and said amount shall be deducted from the employee's paycheck.

Section 14.2. Life Insurance. The Village will provide during the term of this Agreement term life insurance in the amount of \$45,000. The Village retains the right to change insurance carriers and/or to self-insure this benefit as long as the \$45,000 is maintained.

Section 14.3. Cost Containment. The Village reserves the right to maintain or institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, bounty clause, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 14.4. Terms of Policies to Govern. The extent of coverage under the insurance policies referred to in Section 14.1 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; provided, however any employee who has a question concerning coverage may present it to the Village's Personnel Director and the Personnel Director, in turn, shall make appropriate inquiry and advise the employee of the status of the matter.

Section 14.5. Right to Maintain Coverage While on Unpaid Leave or on Layoff. An employee who is on an approved unpaid leave of absence or who is on layoff with recall rights shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for employee coverage and, if desired, for dependent coverage.

Section 14.6. Retirement Health Savings Plan. During the term of this Agreement the parties will explore establishing a RHS plan that is applicable to bargaining unit employees that will permit such bargaining unit employees to contribute out of their earned compensation on a tax-preferred basis to a RHS plan.

## ARTICLE XV

### MANAGEMENT RIGHTS

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



## ARTICLE XVI

### SAFETY COMMITTEE

A Safety Committee composed of two persons designated by the Police Chief and two persons designated by the Council shall meet monthly upon request for the purpose of discussing matters of mutual concern relating to safety issues. The Safety Committee, or a minority thereof, may make written recommendations concerning safety issues to the Police Chief or designee, but such recommendations shall be advisory only. Within fourteen (14) calendar days of receipt of the report from the Safety Committee, or a minority of the Committee, the Police Chief or his designee shall set forth in writing his response to the report and recommendations. Matters subject to review by the Accident Review Board shall not be subject to review by the Safety Committee. The Village shall comply with applicable federal and state laws governing the safety of employees covered by this Agreement.

## ARTICLE XVII

### MISCELLANEOUS

Section 17.1. 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 provisions(s) concerned.

Section 17.2. Medical Examinations. If there is any question concerning an employee's fitness for duty or fitness to return to duty following a layoff or leave of absence, the Village may require, at its expense, that the employee have a medical examination and/or psychological examination by a qualified and licensed physician and/or psychologist selected by the Village.

Section 17.3. Application of Agreement to U.S. Customs Unit and Other Special Assignment Employees. Notwithstanding anything to the contrary in this Agreement, officers who are assigned to U.S. Customs 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 directive 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 U.S. Customs 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 17.4. Precedence of Agreement. If there is any conflict between the specific provisions of this Agreement and the specific provisions of any Village ordinance or the specific provisions contained in the Village'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 17.5. 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. Furthermore, nothing in this Agreement shall be construed to waive employees' Weingarten rights pursuant to the Illinois Public Labor Relations Act.

Section 17.6. Drug and Alcohol Testing. In order to help provide a safe work environment and to protect the public by insuring that police officers have the physical stamina and emotional stability to perform their assigned duties, the Village may require employees to submit to a random urinalysis test and/or other appropriate test up to four times per year per employee at a time and place designated by the Village.

In addition, drug and alcohol testing may also be required where there is reasonable suspicion for such testing or where the employee is involved in a motor vehicle accident where the following is present:

1. A fatality occurs;
2. The employee receives a citation;
3. An injury occurs requiring treatment at a medical facility; or
4. Any vehicle is towed away from the scene of the accident because the vehicle sustained damage that renders the vehicle inoperable (e.g. not immediately repairable at the scene).

For reasonable suspicion for such testing, the Village will require at least one supervisor (two supervisors when practicable) to observe and to confirm the behavior of the employee prior to the order to undergo "reasonable suspicion testing". The Village will also provide the employee tested a written statement within forty-eight (48) hours setting forth the reasons the order was given.

The results of any positive tests shall be made available to the Village on a confidential "need to know" basis. The first time an employee tests positive for substance abuse involving something other than a proscribed drug, the employee shall be required to enter and successfully complete the Village's Employee Assistance Program ("EAP") during which time the employee may be required to submit to random testing with the understanding that if the employee again tests positive the Village can take such action as the Village in its discretion deems appropriate. If an employee tests positive for the use of a proscribed drug (i.e., an illegal drug, contraband), the Village can take such action as the Village in its discretion deems appropriate. Notwithstanding the foregoing, the Village retains the right to take such action as the Village in its discretion deems appropriate if an employee consumes alcohol while on duty. The illegal use, sale or possession of proscribed drugs at any time while employed by the Village, abuse of prescribed drugs, as well as being under the influence of alcohol or the consumption of alcohol while on duty, shall be cause for discipline including termination. Any dispute concerning an alleged violation of the specific terms of this Section shall be subject to resolution in accordance with the provisions of the grievance and arbitration procedure set forth in Article V of this Agreement.

The Village may adopt implementation policies and procedures that are consistent with the foregoing.

The Village shall indemnify and hold harmless the Council and their representatives and agents 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 by the Village to implement the provisions of this Section.

Section 17.7. Impasse Resolution. Upon the expiration of this Agreement, the remedies for the resolution of any bargaining impasse shall be in accordance with the Alternative Impasse Resolution Procedure attached as Appendix C and incorporated herein by reference.

Section 17.8. Quartermaster System. The amount which each employee is allotted under the Village's quartermaster system shall be \$775 per fiscal year (pro rata if employed less than a year) for the purchase of uniforms and related equipment shall continue for the term of this Agreement; provided, however, an employee may be reimbursed up to \$100 out of said allowance for uniform maintenance or repair where the employee submits receipts documenting the cost of such uniform maintenance or repair. Employees may purchase their approved uniforms and related equipment at any Skokie Police Department approved vendor.

Each employee assigned to the Investigations Division or the Crime Prevention/Community Relations Unit shall be allotted \$925 per fiscal year (pro rata if employed less than a year). To be reimbursed such employee must submit receipts documenting the cost of the clothes.

Employees may purchase out of their allotted quartermaster funds (not to exceed \$900) their own type vest that meets the standards that have been established by the National Institute of Justice.

The Village will provide employees who are assigned to the Tactical Intervention Unit with the basic set required uniform items with no charge to the employee's uniform allotment (i.e., 2 pair of pants, 2 blouses, 4 t-shirts, 1 pair of boots, 1 duty rig, 1 baseball-type hat, and 1 field jacket with liner). The Village shall also provide all required equipment for employee(s) assigned as NIPAS officer(s). Employees assigned to the Tactical Intervention Unit or as NIPAS

officer(s) shall return any Village provided uniforms/equipment if they leave the Village's employ or if they are no longer assigned to the Tactical Intervention Unit. The Village will replace basic uniform items for employees assigned to the Tactical Intervention Unit or as NIPAS officer(s) as they become worn out or damaged, provided that the employee must turn in worn out/damaged uniform items to his TIU commander and receive approval from him to replace the item or items in question. It is understood that equipment items may be appropriately repaired rather than replaced if it is reasonable to repair the item. Unless an employee does not turn in worn out/damaged uniform and equipment items, the employee shall not be required to use his uniform allotment to replace said items.

The Village will reimburse an employee for a total amount up to Two Hundred Dollars (\$200.00) per fiscal year for lost or damaged personal property, such as prescription glasses or time pieces, provided: a) such personal item was not covered by the quartermaster system or uniform allowance; b) the loss or damage occurred in the line of duty; and c) restitution was not obtained through the court system or other means (including insurance). The amount of any reimbursement provided in this paragraph will be deducted from the employee's annual uniform allowance.

Notwithstanding these provisions, should the Village make any changes to the mandatory uniform and/or equipment requirements during the term of the Agreement, the Village shall purchase such items for all employees without any deductions from the employees' annual uniform allotments.

Section 17.9. Physical Fitness Program. In order to maintain and improve efficiency in the Police Department, to protect the public and to reduce insurance costs and risks, the Village may establish a reasonable physical fitness program, which shall include individualized goals.

While employees may be required to participate in any such program, no employee will be disciplined for failure to meet any goals that may be established as long as the employee makes a good faith effort to meet any such goals. Before any such program is implemented, the Village shall review and discuss the program at a meeting of the Labor-Management Committee.

Section 17.10. Outside Employment. No employee shall engage in outside employment (which includes self-employment) unless the Police Chief, in accordance with applicable policies that may be in effect from time to time, has approved outside employment. Except during an employee's vacation period, approved outside employment shall not exceed twenty (20) hours per week. Any change in the nature or extent of an employee's approved outside employment shall be subject to the Police Chiefs prior approval. If an employee believes that the Police Chief has acted arbitrarily in denying a request to engage in outside employment, in denying a request to change the nature or extent of previously approved outside employment, or in withdrawing approval to engage in outside employment, he may file a grievance in accordance with the provisions of this Agreement.

Section 17.11. Tuition Reimbursement. The employees covered by this Agreement shall be eligible to participate in any educational development and tuition assistance program that the Village may establish on the same terms and conditions that are applicable to Village employees generally, provided that a police officer may be reimbursed up to an annual maximum of One Thousand Dollars (\$1,000).

Section 17.12. Americans with Disabilities Act. Notwithstanding any other provisions of this Agreement, the parties agree that the Village may take whatever reasonable steps are needed to comply with the provisions of the Americans with Disabilities Act.



Section 17.13. Death Benefit. The Village will reimburse an employee's estate up to \$7,500 for funeral expenses if the officer dies while on duty.

Section 17.14. Retiree Separation Benefits. The following provisions shall govern retiree separation benefits:

1. The official date of retirement will be the day after the last day that the employee was paid.
2. Except as provided in 3.B below, the accrual of vacation, sick leave and holidays will all cease at the end of the last day actually worked.
3. An employee who is retiring shall have one of the following two options:
  - A. An option to receive a severance payout for accrued but unused vacation in a lump sum on the last paycheck issued following the last day worked. If this option is selected, the amount of the severance payout will be based on the accrued but unused vacation as of the last day actually worked.

**OR**

- B. The option to receive a severance payout for accrued but unused vacation over subsequent consecutive payroll period(s). If an employee selects this option, the retirement date becomes the next day after the last day of the run out and pension payments will not start until after the last day of the run out. During the run out, an employee shall be eligible to continue to accrue vacation benefits, receive paid holidays (pro-rated), and receive any salary increases and/or longevity pay increases that become effective during the period of the run out.
4. An employee with at least twenty (20) or more years of continuous full-time service at time of retirement and who notifies the Police Chief in writing at least ten (10) days in advance of the last date of work prior to retirement shall be entitled during his last year of employment to an extra 8-hour shift of vacation for each full year of employment. This extra vacation time must be taken off in the twelve (12) month period prior to retirement, and is intended to allow the employee additional time to adjust and prepare for retirement. Any unused RVA at the time of the employee's retirement will be paid out with any other accrued, but unused vacation. There shall be no accrual of any benefits while using RVA.
5. If an employee opts to receive a severance pay out over subsequent consecutive payroll period(s) rather than as a lump sum and the employee is also eligible for the retirement vacation allowance benefit and opts for additional paid time off rather than a lump sum, the severance payout shall be run out first.



6. Intermittent or isolated sick leave may not be used while an employee is on a severance payout run out or while the employee is using RVA. Accrued sick days may be used for absences resulting from a long term, extended illness or disability that would otherwise qualify the individual for a nonduty-related disability pension.

## ARTICLE XVIII

### DISCIPLINE AND DISCHARGE

The Village agrees that non-probationary employees may be disciplined and discharged only for just cause. Where the Police Chief or his designee believes just cause exists to institute disciplinary action against any such employee he shall have the option to impose or seek the following penalties:

- (a) oral reprimand
- (b) written reprimand
- (c) suspension or fine
- (d) demotion
- (e) discharge

If the Police Chief or his designee decides to discipline or institute disciplinary action against any such employee, the following procedures shall apply:

1. Police Chiefs Authority to Discipline and to Suspend Pending Investigation and/or Hearing

- (a) The Police Chief or his designee shall have the disciplinary authority:
  - (1) To reprimand or suspend employees without pay as a disciplinary measure up to a maximum of 5 duty days in accordance with 65 ILCS 5/10-2.1-17 and the rules and regulations of the Skokie Fire and Police Commission effective May 1, 1994. 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 5 duty days up to 30 calendar days, demotion or discharge.
- (b) The Police Chief or his designee shall also have the authority to suspend an employee with or without pay pending investigation and/or pending a hearing regardless of which hearing option may be selected by the employee. If the employee is suspended without pay, nothing herein shall be construed to waive an employee's rights under the Supreme Court's

decision in Cleveland Board of Education v. Loudermill, 470 U.S. 532 (1985).

(c) If the Police Chief or his designee decides to discipline an employee or to initiate discipline of an employee, he or his designee shall serve written notice of the charges and disciplinary penalty or proposed disciplinary penalty upon the employee involved. The following provisions shall be applicable when disciplinary action is taken or instituted by the Police Chief or his designee:

(1) If the employee elects to have the 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 Skokie Board of Fire and Police Commissioners, effective May 1, 1994.

(2) If the employee elects to file a grievance as to the disciplinary action, the grievance shall be processed in accordance with Article V of the Agreement, except that it shall be filed at Step 4 of the procedure. Once the employee notifies the Village of his decision to have the appeal heard through the grievance and arbitration procedure, the decision of the Police Chief or his designee with respect to the disciplinary action shall be deemed final, subject to the review of said decision through the grievance and arbitration procedure.

2. Irrevocable Election of Appeal Procedure. Upon receipt of the notice, the employee may elect to appeal the disciplinary action (excluding oral reprimands under either option and both oral and written reprimands under the Board of Fire and Police Commissioners' option) either to the Village of Skokie Fire and Police Commissioners ("Board of Fire and Police Commissioners") or through the grievance and arbitration procedure set forth in Article V of this Agreement. The employee shall notify the Village of his election in writing within 10 calendar days of receiving the Police Chief's written notice of 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 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 V of this Agreement.

3. 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, 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 demote or discharge an employee, he shall not file formal charges with 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 10 calendar day period specified above. If the Board of Fire and Police Commissioners determines there is or is not just cause for discipline, it retains the disciplinary and remedial authority, whichever is applicable, set forth in its rules and regulations effective May 1, 1994, and 65 ILCS 5/10-2.1-17.

4. Grievance and Arbitration Option. If the employee notifies the Village of his decision to have the appeal heard through the grievance and arbitration procedure, the grievance shall be filed at Step 4. Any appeal to the grievance and arbitration procedure shall be signed by a representative of the Council and shall also contain a signed statement from the affected employee waiving any and all rights he may have to appeal the discipline to the Board of Fire and Police Commissioners. 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.
5. 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 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.

Pursuant to Article VII, Section 6, of the Illinois Constitution of 1970 and 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 Skokie Board of Fire and Police Commissioners.

## ARTICLE XIX

### ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

The Village and the Council, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement. 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.

## ARTICLE XX

### SAVINGS CLAUSE

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, Section or portion thereof specifically specified in the board, agency or court decision or subsequent litigation, and the remaining parts or portions of this Agreement shall remain in full force and effect.

## ARTICLE XXI

### DURATION AND TERM OF AGREEMENT

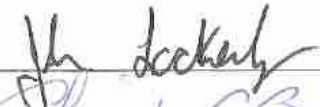
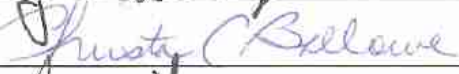
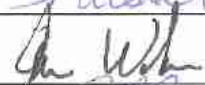

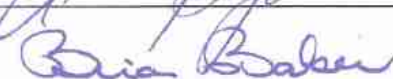
Section 21.1. Termination in 2019. This Agreement shall be effective as of the day after the contract is executed by both parties unless otherwise specifically provided in this Agreement and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2019. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than forty-five (45) days prior to the anniversary date.

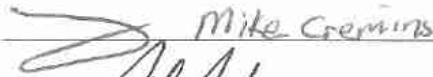
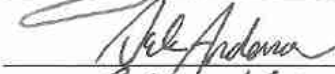
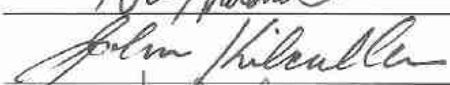
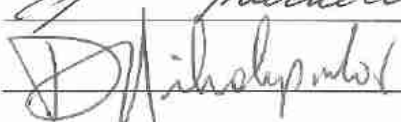
Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days' written notice to the other party of its desire to terminate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

Executed this 14 day of April, 2016.

VILLAGE OF SKOKIE

ILLINOIS FRATERNAL ORDER OF  
POLICE LABOR COUNCIL



APPENDIX A

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

I, \_\_\_\_\_, hereby authorize my employer,  
\_\_\_\_\_, 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.

Date: \_\_\_\_\_


Signed: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Please remit all dues deductions to:

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



# APPENDIX B

	<h2>GRIEVANCE</h2>	<small>(use additional sheets where necessary)</small>	Lodge No. / Year / Grievance No.
Date Filed: _____ Department: _____			
Grievant's Name: _____ <div style="display: flex; justify-content: space-between;"> <span>Last</span> <span>First</span> <span>M.I.</span> </div>			
<b>STEP ONE</b>			
Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____ Article(s) and Sections(s) of Contract violated: _____ Briefly state the facts: _____ _____ _____ _____ Remedy Sought: _____ _____ _____ Given To: _____ Date/Time: _____ <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">           Grievant's Signature  <b>EMPLOYER'S STEP ONE RESPONSE</b> </div> <div style="width: 45%;">           FOP Representative Signature            _____            _____            _____         </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;">           Employer Representative Signature            _____            Person to Whom Response Given         </div> <div style="width: 45%;">           Position            _____            Date         </div> </div>			
<b>STEP TWO</b>			
Reasons for Advancing Grievance: _____ _____ _____ _____ Given To: _____ Date/Time: _____ <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">           Grievant's Signature  <b>EMPLOYER'S STEP TWO RESPONSE</b> </div> <div style="width: 45%;">           FOP Representative Signature            _____            _____            _____         </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;">           Employer Representative Signature            _____            Person to Whom Response Given         </div> <div style="width: 45%;">           Position            _____            Date         </div> </div>			

**STEP THREE**

Reasons for Advancing Grievance: \_\_\_\_\_

Given To: \_\_\_\_\_

Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S STEP THREE RESPONSE**

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

**STEP FOUR**

Reasons for Advancing Grievance: \_\_\_\_\_

Given To: \_\_\_\_\_

Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S STEP FOUR RESPONSE**

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

**REFERRAL TO ARBITRATION by Illinois FOP Labor Council**

\_\_\_\_\_  
Person to Whom Referral Given

\_\_\_\_\_  
Date

\_\_\_\_\_  
FOP Labor Council Representative



## APPENDIX C

### ALTERNATIVE IMPASSE RESOLUTION PROCEDURE

WHEREAS, the provisions of § 14(p) of the Act 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 Village and the FOP agree to the following Alternative Impasse Resolution Procedure:

Section 1. Authority for Agreement. The parties agree that the statutory authority for this Agreement is § 14(p) of the Illinois Public Labor Relations Act ("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 Illinois FOP labor Council (hereinafter "Council") that are subject to the negotiations for a successor Agreement.

Section 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 § 14, they will engage in the arbitration of impasses procedure described in the Act and the Rules and Regulations of the Illinois Labor Relations Board ("Board"), subject to the following:

(a) Service of Demand for Mediation: The parties agree that a Demand for Mediation filed by either party upon the other prior to May 1, 2019 (or prior to May 1 in any subsequent year if the Agreement is automatically renewed pursuant to the provisions of Article XXI, Section 1), with respect to 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; 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 party, the selection of an arbitrator will be delayed until such time as either party serves upon the representative of the other, in writing by certified mail, a demand that the arbitrator selection process be commenced, provided that at least one month of mediation has occurred. It is further agreed that:

(i) During this period of delay, the parties agree to continue good faith collective bargaining with the advice and assistance of the Mediator from FMCS if requested by either party;

(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. The parties agree that the arbitration proceedings shall be heard by a single, neutral arbitrator. Each party waives the right to a three-member panel of arbitrators as provided in the Act;

(iii) In the absence of agreement on a neutral arbitrator, the parties shall file a joint request with the Federal Mediation and Conciliation Service ("FMCS") for a panel of seven (7) arbitrators from which the parties shall select a neutral arbitrator. The parties agree to request the FMCS to limit the panel to members of the National Academy of Arbitrators who reside in Illinois, Indiana or Wisconsin. Both the Village and the Council shall each have the right to reject one panel in its entirety within seven (7) calendar days of its receipt and request that a new panel be submitted. The parties agree to engage in the following ranking process for purposes of determining which of the seven (7) arbitrators on the panel shall serve as the neutral arbitrator,

provided that each party may strike or cross out not more than two (2) of the arbitrators on the panel before ranking the remaining arbitrators on the panel. Each party shall have fourteen (14) calendar days from the date the panel list is received from the FMCS to number the names on the panel list in order of preference and return the list to the FMCS. In accordance with the designated order of mutual preference, the FMCS shall invite the acceptance of the arbitrator to serve. In the event that the arbitrator declines or is unable to serve, the FMCS shall invite the next arbitrator in designated order of mutual preference to so serve. In the event that he declines or is unable to serve, the parties agree to jointly request a new panel of seven (7) arbitrators from the FMCS and commence the selection process anew. It is further agreed that the FMCS's role and participation in the arbitration process shall be strictly limited to providing the panel(s) and administering the selection process. Once an arbitrator has been selected by means of the parties' ranking of the members of the panel, the FMCS's participation in the arbitration proceedings shall be terminated. The parties shall divide equally any costs associated with the FMCS administering the selection process. The parties shall inform the FMCS of this limited role by joint letter at the time the first panel is requested;

(iv) The parties shall jointly communicate and coordinate all remaining aspects of the arbitration (including but not limited to 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.

(c) Issues in Dispute and Final Offers. Within seven (7) calendar days of the service of a demand that the arbitrator selection process commence, the representatives of the parties shall meet and develop a written list of those issues that remain in dispute. The representatives shall prepare a Stipulation of Issues in Dispute for each party to then execute and for submission

at the beginning of the arbitration hearing. The parties agree that only those issues 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; provided, however, that each party agrees that it will notify the other of any issue that it regards as a non-mandatory subject of bargaining not later than the first negotiation meeting where the issue is substantively discussed. 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 [Section 1200.14 3]. 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 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 Village and the Council. The arbitrator selected and appointed to resolve any disputes that may exist in these negotiations shall have the express authority and jurisdiction to award increases or decreases in wages and, if applicable, all other forms of compensation retroactive to May 1, 2019 (or prior to May 1 in any subsequent year if the Agreement is automatically renewed pursuant to the provision of Article

XXI, Section 1) for the negotiations for a successor Agreement, provided that one party has served upon the other party a timely Demand for Mediation in accordance with the provisions of Section 2(a) above, 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 party a timely Demand for Mediation in accordance with the provisions of Section 2(a) above, each party expressly waives and agrees not to assert any defense, right or claim that the arbitrator lacks the jurisdiction and authority to make such a retroactive award of increased or decreased wages 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 or other forms of compensation should in fact be retroactive, but rather intend to insure that the arbitrator has the jurisdiction and authority to so award retroactive increases or decreases, provided a timely jurisdiction Demand for Mediation been submitted by one party, 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 the Village of Skokie, Illinois, at a mutually agreed location. Hearings may be conducted outside the Village of Skokie only by written mutual agreement;

(ii) The hearings shall begin within thirty (30) days of the notification from the FMCS that the arbitrator selected has accepted the appointment to serve as the neutral arbitrator. The parties by mutual written agreement may agree to delay the date of the first



hearing for a period up to ninety (90) days. The hearings shall be scheduled on mutually agreed dates, subject to the 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. Post-hearing briefs shall be simultaneously submitted directly to the arbitrator, with a copy sent to the opposing party's representative, within twenty-one (21) calendar days of the conclusion of the hearings;

(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 witnesses and representatives.



Section 3. Remaining Provisions of § 14. Except as expressly provided in this Agreement, the parties agree that the provisions of § 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 over the negotiations for a successor Agreement.

VILLAGE OF SKOKIE

ILLINOIS FRATERNAL ORDER OF  
POLICE LABOR COUNSEL

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