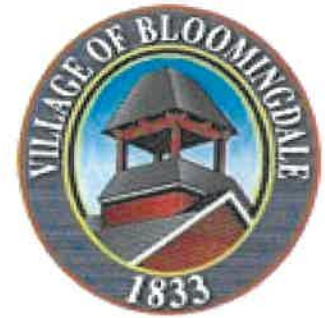


ILLINOIS FOP LABOR COUNCIL

(FRATERNAL ORDER OF POLICE LODGE #175)

and

VILLAGE OF BLOOMINGDALE



Full-Time Sworn Peace Officers
below the rank of Sergeant



September 1, 2022 – August 31, 2026

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487
Carol Stream - Phone: 708-784-1010 / Fax: 708-784-0058
Web Address: www.fop.org
24-hour Critical Incident Hot Line: 877-IFOP911



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ARTICLE 1 PREAMBLE

THIS AGREEMENT is entered into by and between the VILLAGE OF BLOOMINGDALE, an Illinois municipal corporation (herein referred to as the "Employer") and THE ILLINOIS F.O.P. LABOR COUNCIL (hereinafter referred to as the "Council"), on behalf of, and as exclusive bargaining agent for, FRATERNAL ORDER OF POLICE LODGE NO. 175 of Bloomingdale, Illinois (hereinafter referred to as the "Lodge"). The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Lodge/Council representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Lodge/Council to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employees' wages, hours and working conditions. In consideration of mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

ARTICLE 2 RECOGNITION

Section 2.1 Recognition

The Village recognizes the Lodge/Council as the sole and exclusive collective bargaining representative for all full-time sworn officers (hereinafter referred to as "officers" or "employees"), below the rank of sergeant, but excluding ALL OFFICERS HOLDING THE TITLES OF SERGEANT, LIEUTENANT, WATCH COMMANDER AND ALL OTHER SUPERVISORY EMPLOYEES AND ALL CIVILIAN PERSONNEL WITHIN THE POLICE DEPARTMENT and any other excluded by the Illinois Public Labor Relations Act.

Section 2.2 Lodge Officers

For purposes of this Agreement, the term "Lodge Officers" shall refer to the Lodge's duly elected President, Vice President, Secretary and Treasurer.

Section 2.3 Gender

Wherever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

Section 2.4 Seniority

Seniority for the purpose of this Agreement shall be defined as an officer's length of continuous full-time service with the Village since the officer's last date of hire. Seniority shall not include periods of unpaid leave time unless otherwise mandated by law.

Section 2.5 Seniority List

The Employer shall prepare a list setting forth the present seniority dates for all officers covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting employees covered under this Agreement, and attached to this Agreement as Appendix A.

ARTICLE 3 NON-DISCRIMINATION

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

ARTICLE 4 DUES DEDUCTION

Section 4.1 Dues Deduction

Upon receipt of a written and signed authorization form from an employee, the Employer shall deduct the amount of Union/Lodge dues and initiation fee, if any, set forth in such form and any authorized increase therein, and shall remit such deductions monthly with a list of the names of the employees from whom deductions have been made to the Illinois Fraternal Order of Police Labor Council at the address designated by the Labor Council in accordance with the laws of the State of Illinois. The Labor Council shall advise the Employer of any increases in dues, in writing, at least thirty (30) days prior to its effective date. A Lodge member may revoke the officer's dues checkoff by written notice to the Village at any time upon thirty (30) days' notice. The Labor Council shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit, cost, expense, or any other form of liability, including attorney's fees and costs arising from or incurred as a result of any act taken or not taken by the Employer, its members, officers, agents, employees or representatives in complying with or carrying out the provisions of this Article; in reliance on any notice, letter, or authorization forwarded to the Employer by the Labor Council pursuant to this Article; and including any charge that the Employer failed to discharge any duty owed to its employees. The Labor Council shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit, cost, expense, or any other form of liability, including attorney's fees and costs arising from or incurred as a result of any act taken or not taken by the Employer, its members, officers, agents, employees or representatives in complying with or carrying out the provisions of this Article; in reliance on any notice, letter, or authorization forwarded to the Employer by the Labor Council pursuant to this Article; and including any charge that the Employer failed to discharge any duty owed to its employees arising out of the dues deduction.

Section 4.2 Maintenance of Membership Optional

There is no obligation that a current member of the bargaining unit retains membership in the Union for the term of this Agreement.

ARTICLE 5 MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional right to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services and missions of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish specialty positions and to select personnel

for such positions; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to contract out for goods and services; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to evaluate employees; to assign merit raises based upon performance; to establish performance standards for employees; to discipline, suspend and discharge non-probationary employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities or introduce new ones; to determine training needs and assign employees to training; to determine work hours (shift hours); to determine internal investigation procedures; to take any and all actions as may be necessary to carry out the mission of the Village and the Police Department in the event of civil emergency as may be declared by the Mayor or authorized designee (who will have the sole discretion to determine that civil emergency conditions exist which may include, but not be limited to, riots, civil disorders, tornado conditions, floods or other catastrophes) 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 6 NO STRIKE - NO LOCKOUT

Section 6.1 No Strike

Neither the Lodge/Labor Council nor any officers, agents or employees will instigate, promote, sponsor, engage in or condone any strike, sympathy strike, secondary boycott, slowdown, speed-up, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies, or mass resignations, concerted absenteeism, or picketing which in any way results in the interruption or disruption of the operations of the Village regardless of the reason for so doing. Each employee who holds the position of officer or steward of the Lodge occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Lodge/Labor 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 Lodge/Labor Council.

Section 6.3 Judicial Restraint

Nothing contained herein shall preclude the Village or the Lodge/Labor Council from obtaining judicial restraint and damages in the event the other party violates this Article.

Section 6.4 Discipline of Strikers

Any officer who violates the provisions of Section 6.1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any officer who participates in any action prohibited by Section 6.1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure.

ARTICLE 7 RESOLUTION OF IMPASSE

The resolution of any bargaining impasse shall be in accordance with the applicable provisions of the Illinois Public Labor Relations Act, 5 ILCS 315/14.

ARTICLE 8 BILL OF RIGHTS

Section 8.1 Definitions

For the purposes of this Article, unless clearly required otherwise, the terms defined in this Article have the meaning ascribed herein:

(a) "Officer" means any peace officer, as defined by Section 2-13 of the Criminal Code of 1961, (720 ILCS 5/2-13), as now or hereafter amended, who is employed by any unit of local government, including supervisory, and command personnel. The term does not include crossing guards, parking enforcement personnel, traffic wardens or employees of any State's Attorney's office.

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

(c) "Formal investigation" means the process of investigation ordered by a command officer during which the questioning of an officer is intended to gather evidence of misconduct which may be the basis for filing charges seeking the officer's removal, discharge, or suspension in excess of three (3) days. Further, invocation of the protections of this Bill of Rights shall only occur when an officer is involved in or the subject of a formal investigation.

(d) "Interrogation" means the verbal or written questioning (this does not include normal police reports) of an officer pursuant to the formal investigation procedures of the respective local governmental unit in connection with an alleged violation of such unit's rules which may be the basis for filing charges seeking the officer's suspension, removal, or discharge. The term does not include questioning (1) as part of an informal inquiry, or (2) relating to minor infraction of agency rules which may be noted on the officer's record, but which may not in themselves result in removal, discharge, or suspension in excess of three (3) days.

(e) "Administrative proceeding" means any non-judicial hearing which is authorized to recommend, approve, or order the suspension, removal or discharge of an officer.

Section 8.2. Conduct of Disciplinary Investigation

When a law enforcement officer is under formal investigation and subjected to interrogation by the Bloomingdale Police Department for any reason which could lead to a suspension in excess of three (3) days, demotion, removal or discharge, the investigation or interrogation shall be conducted under the following conditions:

(a) The interrogation shall take place in the facility to which the investigating officer is assigned, or in the police facility, which has jurisdiction over the place where the incident under investigation allegedly occurred, as designated by the investigating officer.

An alternative location for the interrogation can be selected if mutually agreed upon by the investigating officer and the accused officer.

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

(c) All interrogations shall be conducted at a reasonable time of day. Whenever the nature of the alleged incident and operational requirements permit, interrogations shall be conducted during the time when the officer is on duty.

(d) The officer being interrogated shall be informed of the name, rank, and unit or command of the person in charge of the formal investigation, the interrogators, and all persons present during any interrogation except at a public administrative proceeding.

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

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

(g) A complete record of any interrogation (including recess periods) shall be made, and a complete transcript or tape-recorded copy of this interrogation shall be made available to the officer under investigation or the officer's counsel upon request, without charge and without undue delay. Such record may be electronically recorded. The tape may be destroyed thirty (30) days after disposition of the administrative hearing or, in such cases where there is no administrative hearing, thirty-one (31) days from the date of the administration of discipline.

(h) No officer shall be interrogated without first being advised in writing that admissions made in the course of the interrogation may be used as evidence of misconduct or as the basis for charges seeking suspension, removal, or discharge; and without first being advised in writing that the officer has the right to counsel of the officer's choosing who may be present to advise the officer at any stage of the interrogation.

(i) The officer under investigation shall have the right to be represented by counsel of the officer's choosing and may request counsel at any time before or during interrogation. When such request for counsel is made, no interrogation shall proceed until reasonable time and opportunity is provided the officer to obtain counsel.

(j) In the course of any interrogation no officer shall be required to submit to a polygraph test, or any other test questioning by means of any chemical substance, except with the officer's express written consent. Refusal to submit to such tests shall not result in any disciplinary action.

Section 8.3 Private Information Disclosure

No bargaining unit member shall be required or requested to disclose any item of the officer's property, income, assets, source of income, debts, or personal or domestic expenditures (including those of any member of the officer's family or household) except as such disclosure may relate to or concern secondary employment, an officer's personal weapons, or obligation of public officials to make financial disclosures, unless such information is necessary in investigation of the performance of the officer's official duties or unless such disclosure is required by applicable law.

Section 8.4 Procedures

If the investigation or interrogation of a law enforcement officer results in the recommendation of some action such as removal or discharge which would be considered a punitive measure, then, before taking such action, the law enforcement agency shall follow the procedures set forth in accordance with this Agreement. During an investigation or pending the outcome of the administrative process or pending the outcome of a criminal trial, the officer may be relieved of duty and shall receive all ordinary pay and benefits (until such time as formal charges filed by the Employer are decided and implemented by the Employer) as the officer would have if the officer were not charged, except that nothing in this section shall be construed to limit the Employer's authority to suspend an officer without pay or terminate the officer without pay in accordance with this Agreement.

Section 8.5 Photo Release

In cases of any alleged criminal offense by an officer, no photo of such officer shall be voluntarily made available to the media prior to a conviction for such offense, or prior to a decision being rendered, except as required by law or as previously made available to the public.

Section 8.6 Right to Representation

Any time an officer is being interviewed during an informal inquiry, and the officer reasonably believes that the result of such interview might result in disciplinary action, the officer shall have the right to request the presence of a reasonably available bargaining unit member to act as witness and adviser. The representative's role is limited to assisting the officer, clarifying the rights, and suggesting other employees who may have knowledge of the facts. The officer must first ask for the presence of the bargaining unit member and shall then be given reasonable time for the representative to arrive before the interview proceeds. The Village is not obligated to automatically provide union representation upon request. The Village may deny the request, discontinue the interview and proceed to obtain information from other sources. However, if the officer requests representation and the request is denied, the Village cannot continue the interview without violating the Illinois Public Labor Relations Act.

ARTICLE 9 GRIEVANCE PROCEDURE

Section 9.1 Definition

A "grievance" is defined as a dispute or difference of opinion raised by an officer, or the Labor Council, against the Village involving an alleged violation or misapplication of an express provision of this Agreement. A dispute or difference of opinion concerning the imposition of discipline shall not be subject to the jurisdiction of the Village of Bloomingdale Fire and Police Commission but instead may be filed as a grievance under this Article of the Agreement.

Any aggrieved employee shall have the right to file a grievance on the officer's own behalf. The Labor Council may file grievances only when the subject matter of the grievance directly affects more than two (2) members and the Illinois F.O.P. Labor Council has formally reviewed and signed the grievance signifying the Council's bona fide belief that it is a meritorious class grievance. Verbal and written reprimands as well as suspensions up to and including five (5) days are subject only to the grievance procedure provided up to Step 4 and shall not be brought to Step 5 (Arbitration) of the grievance procedure. Suspensions more than five (5) days up to and including discharge from employment may be subject to the grievance procedure up to and including Step 5 (Arbitration). Discipline (including reprimands and suspensions up to and including thirty (30) working days) may be imposed by the Chief/Director of Public Safety. For suspensions beyond thirty (30) working days and discharges, the Village Administrator has the authority to impose the discipline. The employee will be provided written notice of any discipline or discharge that is imposed. Probationary employees shall not be entitled to utilize the Grievance Procedure (directly or on their behalf) during their probationary term regarding disciplinary action. A business day is defined as Monday through Friday, excluding designated holidays. Discipline (including reprimands and suspensions up to and including thirty (30) working days) may be imposed by the Chief/Director of Public Safety. For suspensions beyond thirty (30) working days and discharges, the Village Administrator has the authority to impose the discipline. The employee will be provided written notice of any discipline or discharge that is imposed. Probationary employees shall not be entitled to utilize the Grievance Procedure (directly or on their behalf) during their probationary term regarding disciplinary action.

Section 9.2 Time Limits

If any grievance is not appealed to the next step of the grievance procedure outlined hereafter within the specified time limit, it shall be considered settled on the basis of the Employer's last written response. If the Employer does not answer a grievance within the specified time limit, it shall be considered progressed to the next step of the grievance procedure. In all steps of the grievance procedure, an extension of time to appeal or written response a grievance may be agreed upon in writing by the parties.

Section 9.3 Settlement

Any settlement of a grievance shall be in writing and executed by the grievant, and the Village, and a Labor Council Representative if a unit grievance. Such settlements shall be final and binding upon the parties only as to those matters within the scope of the grievance.

Section 9.4 Good-Faith Requirement

The parties expressly covenant that the procedures set forth in this Article 9 shall be used for good-faith efforts to resolve bona-fide disputes over the terms and conditions of police officers' employment set forth in this Agreement, and that the grievance procedures shall not be used for the purposes of filing frivolous grievances or other harassing or vexatious conduct.

Section 9.5 Procedure

A grievance filed against the Village shall be processed in the following manner:

STEP 1: Any officer who has a grievance or the Labor Council when applicable, shall submit the grievance in writing to the officer's immediate supervisor (i.e., Watch Commander of their shift

for patrol officers, Detective Watch Commander for criminal investigators), specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of all facts which support the grievance and are known to the grievant at the time of filing, the provision or provisions of this Agreement which are alleged to have been violated, a specific statement of how or in what manner the particular provision or provisions have been violated, the relief requested and in the case of a class grievance, a listing of the names known at that time of each member claimed to be entitled to such relief. Contractual violations not alleged in the originally filed grievance shall be barred from consideration during the pendency of the grievance. All grievances must be presented no later than ten (10) business days from the date of the occurrence of the matter giving rise to the grievance, or within ten (10) business days after the officer, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievant within ten (10) business days after the grievance is presented to the grievant(s) and Labor Council.

STEP 2: If the grievance is not settled at Step 1, the officer, or the Labor Council, when applicable may appeal the grievance to Step 2 of the grievance procedure. The appealed grievance shall be signed by the grievant or Labor Council) and submitted to the Deputy Chief of Police within ten (10) business days after receipt of the Village's written response in Step 1, or within ten (10) business days of the date that such response was due, whichever occurs first. 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 of Police or designee shall investigate the grievance and, in the course of such investigation, offer to discuss the grievance within ten (10) business days with the grievant and an authorized Lodge or Labor Council representative, if one is requested by the grievant, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Deputy Chief of Police or designee shall provide a written response to the grievant and Labor Council, within ten (10) business days following their meeting.

STEP 3: If the grievance is not settled at Step 2, the Officer or the Labor Council when applicable, may appeal the grievance to Step 3 of the grievance procedure. The appealed grievance shall be in writing and signed by the grievant or the Labor Council and submitted to the Chief of Police/Director of Public Safety within ten (10) business days after receipt of the Village's written response in Step 2 or, within ten (10) business days of the date that such response was due, whichever occurs first. The grievance shall specifically state the basis upon which the grievant or the Labor Council believes the grievance was improperly denied at the previous Step in the grievance procedure. The Chief of Police/Director of Public Safety or designee shall investigate the grievance and, in the course of such investigation shall offer to discuss the grievance within ten (10) business days with the grievant and Labor Council representative, if one is requested by the grievant, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Chief of Police/Director of Public Safety or designee shall provide a written response to the grievant and the Labor Council, within ten (10) business days following their meeting.

STEP 4: If the grievance is not settled at Step 3, the officer, or Labor Council when applicable, may appeal. The grievance shall be signed by the grievant or Labor Council and submitted in writing to the Village Administrator within ten (10) business days after receipt of the Chief of

Police/Director of Public Safety written response in Step 3. Thereafter, the Village Administrator or designee and the Police Chief/Director of Public Safety or designee or other appropriate individual(s) as desired by the Village Administrator shall meet with the grievant, and the Labor Council Representative, and an outside non-employee representative of the Lodge if desired by the grievant and Labor Council within ten (10) business days. If no agreement is reached, the Village Administrator or designee shall submit a written response to the grievant and Labor Council within ten (10) business days following the meeting.

STEP 5: If the grievance is not settled in Step 4, the matter may be referred to arbitration only by the Illinois F.O.P. Labor Council or the Village, by written request made within fifteen (15) business days of the Employer's written response in Step 4, or within fifteen (15) business days of the date the Employer's response was due, whichever occurs first. Arbitration shall proceed in the following manner:

The parties shall confer to attempt to mutually select an arbitrator. In the event the parties are unable to agree upon the arbitrator within ten (10) days, they shall obtain a list of arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of such list, each party shall strike a name from the list, until there is one (1) name remaining. The remaining individual shall be the Arbitrator. Order of individual strikes shall be determined by a coin toss with the loser striking first. Each party shall have the right to reject an entire panel prior to the commencement of striking names, and the parties shall submit a joint request for a second, or third, if necessary, panel. The Arbitrator shall confer with the parties to this grievance to schedule a hearing. The scope of the hearing shall be limited to the grievance giving rise to the demand for arbitration. The hearing shall only be open to all parties in interest. The parties may request that a written transcript of the hearing be made. If there is a transcript made, each party will pay for their own copy of the transcript. The Arbitrator shall issue the decision not later than thirty (30) calendar days from the date of closing of any conference or hearing, if necessary, or if no conference or hearings are required, then from the date when the final grievance documents are submitted to the Arbitrator. The decision of the Arbitrator shall be in writing and shall set forth the findings of fact, reasoning and conclusions of the issues submitted. The decision of the Arbitrator shall be binding upon the parties concerned in the grievance. The cost of the Arbitrator's fees and expenses and the cost of a court reporter, if any, shall be borne equally by the Labor Council and the Village, and provided however, that each party shall be responsible for compensating its own representatives and witnesses. If the Arbitrator calls for meetings or hearings, and these meetings cannot be held during the normal working hours of the grieved patrol officer, then no additional compensation or overtime payment shall be made by the Employer to either the grieved employee, witnesses, or representatives of the Lodge. The Arbitrator may interpret the Agreement but shall have no right to ignore, add to, take from, or modify any of the provisions of this Agreement.

ARTICLE 10 LABOR-MANAGEMENT MEETINGS

Section 10.1 Meeting

The Lodge and the Employer agree that, in the interest of efficient management and harmonious employee relations, meetings be held if mutually agreed upon between no more than three (3) Lodge representatives and responsible administrative representatives of the Employer. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management conference" and expressly providing the specific

agenda for such conference. Such conferences, times and locations, if mutually agreed upon, shall be limited to:

- (a) discussion on the implementation and general administration of this Agreement;
- (b) a sharing of general information of interest to the parties; and
- (c) safety issues.

Section 10.2 Content

It is expressly understood and agreed that such conferences shall be exclusive of the grievance procedure. Specific grievances which are being processed under the grievance procedure shall not be considered at "labor-management conferences." Further, the parties shall not conduct negotiations for the purpose of altering any or all of the terms of this Agreement at such conferences.

Section 10.3 Attendance

Attendance at labor-management conferences shall be voluntary on the employee's part. No more than three (3) persons from each side shall attend these conferences, schedules permitting, unless otherwise agreed. Attendance at such conferences shall not interfere with required duty time, and attendance, if during duty time, is permitted only upon prior approval of the employee's supervisor. The Village in its sole discretion shall determine its representatives at such meetings.

ARTICLE 11 LAYOFF AND RECALL

Section 11.1 Layoff

If it is determined that layoffs are necessary due to reasons of economic necessity or lack of work, employees covered by this Agreement will be laid off in accordance with their length of service with the Village as provided in 65 ILCS 5/10-1-38.1, as amended from time to time during the term of this Agreement. All officers shall receive notice in writing of the layoff at least thirty (30) days in advance of the effective date of such layoffs.

Section 11.2 Recall

Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training. Employees who are eligible for recall shall be given twenty-one (21) calendar days' notice of recall, and notice of recall shall be sent to the employee by certified or registered mail, return receipt requested, with a copy to the Labor Council, provided that the employee must notify the Police Chief/Director of Public Safety or designee of the officer's intention to return to work within seven (7) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered 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/ Director of Public Safety or designee with the officer's latest mailing address. If an employee fails to timely respond to a recall notice, the officer's name shall be removed from the recall list.

ARTICLE 12 EMPLOYEE SECURITY

Section 12.1 Personnel File Inspection

The Employer's personnel files and disciplinary history relating to any officer shall be open and available for inspection by the affected Employee during the regular business hours, with sufficient advance notice to and approval of the Chief of Police/Director of Public Safety. The right of the officer or the officer's designated representative to inspect the officer's personnel records does not apply to:

- (a) Letters of reference for that employee.
- (b) Any portion of a test document, except that the officer may see a cumulative total test score for either a section of or the entire test document.
- (c) Materials used by the employer for management planning, including but not limited to judgments, external peer review documents or recommendations concerning future salary increases and other wage treatments, management bonus plans, promotions and job assignments or other comments or ratings used for the employer's planning purposes.
- (d) Information of a personal nature about a person other than the employee if disclosure of the information would constitute a clearly unwarranted invasion of the other person's privacy.
- (e) An employer who does not maintain any personnel records.
- (f) Records relevant to any other pending claim between the employer and employee, which may be discovered in a judicial proceeding.
- (g) Investigatory or security records maintained by an employer to investigate criminal conduct by an employee or other activity by the employee which could reasonably be expected to harm the employer's property, operations, or business or could by the employee's activity cause the employer financial liability, unless and until the employer takes adverse personnel action based on information in such records.

Section 12.2 Limitation on Use of Material

Any information of an adverse nature, which may be contained in any unfounded or exonerated matter, shall not be used against an Employee in any future proceedings.

Section 12.3 Insertion of Adverse Material

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

Section 12.4 Rebuttal Statement

The Employer shall provide an opportunity for the employee to respond in writing, to any information in the officer personnel file to which the employee is entitled to access, with which he disagrees. Such response shall become a permanent part of the employee's file. The employee shall

be responsible for providing the written response to be included as part of the employee's permanent record/file.

ARTICLE 13 HOURS OF WORK AND OVERTIME

Section 13.1 Work Day

The Bloomingdale Police Department hereby elects a work period of seven (7) days beginning on Saturday and ending Friday under the provisions provided in Section 207(K) of the Fair Labor Standards Act. All officers shall be scheduled for an eight- (8) hour day including a thirty (30) minute paid meal period. The Village may, for efficiency of operations, change the assigned workday, and/or work period with twenty-four (24) hours' notice (whenever practicable) to the Lodge. The Village may, for individual officers, change the assigned work day in a given work period or change the assigned work hours in an assigned work day with at least thirty-five (35) days' notice; or with less than thirty-five (35) days' notice if mutually agreed upon by the officer and the Chief/Director of Public Safety or designee. A meal period shall be assigned by the supervisor who shall determine the timing and personnel involved.

Section 13.2 Breaks

Breaks may be taken at the discretion of the supervisor, for reasonable intervals, at reasonable times, and with such other units as the supervisor may deem reasonable. The supervisor shall ensure that adequate coverage exists at all times during break periods. The break period is considered on-duty time, and personnel are considered to be available for any assignment during any break period, including all routine calls within their beat.

Section 13.3 Overtime Payment

(a) All officers will be eligible for overtime after working forty (40) hours during a work period. All hours worked beyond forty (40) hours shall be compensated at the rate of one and one-half times the officer's regular rate of pay. In recognition of a paid thirty (30) minute meal period, no compensation shall be paid during the first fifteen-minute period immediately following the end of a shift unless such compensation is approved by the department and thereafter all approved overtime shall be paid on fifteen-minute increments according to Fair Labor Standards Act Rounding Rules. Additionally, no claim for overtime compensation shall be submitted by an officer who does not receive the officer meal period. In the event the Village changes the current pay period specified in Section 13.1 above, such change shall not result in any loss of hours to any officers, provided, however, that if the officer worked less than the amount of hours he would have worked if the working period had not been so changed, the officer shall only be paid the hours the officer would normally have received.

(b) All paid leave time under Article 17 shall be considered as hours worked for overtime purposes, including sick leave which shall be subject to the limitations of Article 17, Section 17.2, Sick Leave, (c) Notification. Employees who sign in prior to the start of their shift shall not have such time included as "hours worked" except with their supervisor's approval.

Section 13.4 Required Overtime

The Chief of Police/Director of Public Safety or designee(s) shall have the sole right to determine when and by who overtime work shall be performed, and officers may not refuse overtime

assignments, except that unscheduled shift coverage overtime will be offered by seniority, most senior to less senior. If overtime is required and all Officers are unavailable or have declined, the Officer with the least seniority on that shift will be assigned the mandatory overtime.

Section 13.5 No Pyramiding

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

Section 13.6 Call Back

A call back is defined as an official assignment of work, which does not continuously precede or follow an officer's regular scheduled working hours. Employees reporting back to the employer's premises, or their normally assigned work station, at a specified time, shall be compensated on the following basis:

(a) If less than eight (8) hours' notice is given, officers shall be compensated for a minimum of two (2) hours at twice their regular rate of pay.

(b) If more than eight (8) hours' notice is given, the officer shall be compensated for a minimum of two (2) hours at one and one-half (1½) times their regular rate of pay.

(c) For purposes of eligibility for the guaranteed minimum under this Section, call backs do not include shift adjustments due to changing manpower requirements, training sessions, situations in which the officer is on the employer's premises, whether on- or off-duty, or incidents which are precipitated by the officer through the officer's error. In keeping with current policy, minor officer errors such as spelling errors would not subject the officer to being recalled back to work to rectify unless the pay minimums described in this Section are applied.

If "called back" for firearms qualifications or firearms training, a minimum of two (2) hours' pay at the appropriate rate shall be given to an officer if the above activity occurs on the officer's regularly scheduled day off. If the above activity is scheduled on the officer's regular work day but does not commence within one (1) hour of an officer starting or ending the officer's work shift, a minimum of one (1) hour's pay at the appropriate rate shall be given to an officer. If the above activity occurs either during an officer's work shift or within one hour prior to or immediately following the officer's work shift, the officer shall only be compensated for the time actually spent on the above.

Section 13.7 Court Readiness Pay

Officers required by the Chief of Police/Director of Public Safety or designee to be available for a possible court appearance (trial) during off-duty time, shall receive two (2) hours at one and one-half times their regular rate of pay per day as court readiness day.

Section 13.8 Court Time

In addition, officers required to attend court as ordered by the Chief of Police/ Director of Public Safety or designee outside of their regularly scheduled work hours shall be compensated for a minimum of three (3) hours at one and one-half (1½) times their regular rate of pay. If less than

eight (8) hours' notice is given, officers shall be compensated for a minimum of two (2) hours at twice their regular rate of pay.

Section 13.9 Mandatory Overtime

When officers who are already on duty and are then ordered to work additional hours after their normal tour of duty (8 hours), and when it is within the knowledge and control of Department administration to have given at least eight (8) hours' notice, the officers shall be compensated for those additional hours at twice their regular rate of pay.

Section 13.10 Compensatory Time

Officers shall be allowed to choose the option of overtime pay or compensatory time at the appropriate rate and using the same criteria. Officers shall be allowed to accumulate up to eighty (80) hours of compensatory time and may be granted time off (in accordance with the approval process) provided said time off does not cause overtime to be paid to another officer.

ARTICLE 14 INDEMNIFICATION

The Village will indemnify officers to the full extent of coverage, subject to any limitations, as provided by the general liability insurance currently maintained by the Village.

ARTICLE 15 F.O.P. REPRESENTATIVES

For the purposes of administering and enforcing the provisions of this Agreement, the Employer agrees as follows:

Section 15.1 Attendance at Lodge Meetings

Subject to the need for orderly scheduling and emergencies, the Employer agrees that elected officials of the Board of Directors of the Lodge shall be permitted reasonable time off without pay or with the use of time due to attend general, board or special meetings of the Lodge, provided that at least seven (7) days' notice of such meetings shall be given in writing to the Employer, and provided further that the names of all such officials shall be certified in writing to the Employer.

Section 15.2 Grievance Processing

Reasonable time while on duty may be permitted a Lodge representative for the purpose of preparing and processing of grievances if such activities do not adversely interfere with the operation of the Department. Such activities shall be subject to supervisor's approval and such approval shall not be unreasonably withheld.

Section 15.3 Convention Delegates

Any employee(s) chosen as delegate(s) to an F.O.P. State or National Conference will, upon written application approved by the Lodge and submitted to the Village with at least forty-five (45) days' notice, be granted a leave of absence using time due as compensation for the period of time required to attend such Convention or Conference. This leave of absence and use of time due shall not exceed one (1) week.

Section 15.4 Lodge Negotiating Team

No more than three (3) members designated as being on the Lodge negotiating team who are scheduled to work at a time when negotiations occur, shall, for the purpose of attending such

scheduled negotiations, be excused from their regular duties. Such Lodge representatives shall only be paid for actual negotiation time which shall not include preparation and/or recap time. If a designated Lodge representative is in the officer's regular day-off status on the day of negotiations, he will not be compensated for attending the session. The Lodge shall provide notice of the next negotiation session and its request for time off as soon as the next date is known.

ARTICLE 16 BULLETIN BOARDS

The Employer shall provide the Lodge with designated space on the roll call room bulletin board, upon which the Lodge may post its notices of a non-political, non-inflammatory nature, and shall be restricted to the following:

- a) Notice of Lodge recreational and social activities;
- b) Notice of Lodge elections and results of such elections;
- c) Notice of Lodge appointments;
- d) Notice of Lodge meetings;
- e) If the Lodge desires to post any other information or material, the Lodge shall first submit same to the Chief of Police/Director of Public Safety, or the on-duty supervisor.

ARTICLE 17 LEAVES OF ABSENCE

Section 17.1 Leave of Absence

For leaves that do not qualify for a Family Medical leave, regular full-time officers may be granted a leave of absence without pay for a specified period not to exceed one (1) year in ninety (90) day renewable increments as approved by the Village Administrator. During such leave of absence without pay the officer shall retain any accrued benefits but shall not accrue seniority nor be covered under the Village's Health and Life insurance plans unless the employee pays one hundred percent (100%) of all premium costs. In addition, the officer on such leave of absence without pay shall not continue to accrue benefits, including but not limited to vacations, holidays or sick leave, during such leave. Failure to report to duty within three working days after the termination of a leave of absence shall be considered as resignation by the officer.

Section 17.2 Sick Leave

(a) **Eligibility** All regular, full-time officers shall be eligible for paid Sick Leave benefits. In no case may Sick Leave be taken in advance of earning the time. An officer may be eligible for sick leave because of the officer's own personal illness, injury, medical appointment, physical incapacity or enforced quarantine of the officer in accordance with health regulations. Effective January 1, 2017 officers may use up to six (6) days (48 hours) of accumulated sick leave per calendar year to assist and care for immediate family illness, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness. Immediate family for this purpose includes the employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent.

(b) **Accumulation** An officer will accumulate Sick Leave at a rate of one (1) working day per month with a maximum accrual of one hundred-fifty (150) working days of Sick Leave with pay to protect the officer during extended illnesses. Such accrual will commence only after six (6) consecutive months of employment with the Village. An officer shall be entitled to the use of any

or all accumulated Sick Leave benefits with pay if and when needed and as authorized. Accumulation of Sick Leave is based on the officer's original date of employment with the Village.

(c) **Notification** An officer who is unable to report for work shall report the reason for the officer's absence to the on-duty supervisor at least one (1) hour prior to the regular starting time for that officer. Failure to provide notice on each such day may be considered a leave of absence without pay for that full day. The Village may require evidence supporting the use of Sick Leave, as it sees fit. Absences of three or more consecutive work days, due to illness, requires a qualified licensed health care provider statement certifying that the officer's condition prevented the officer from appearing for work and inhibited the officer's ability to return to work.

(d) **Compensation** While on Sick Leave, an officer shall receive the officer's normal rate of base pay; provided, however, an officer who simultaneously receives compensation under Worker's Compensation or through any other benefit plan (paid for by the Village) shall receive, for the duration of such Sick Leave, only that part of the officer's regular salary which will, together with said compensation, equal the officer's regular salary.

(e) **Separation of Employee** An officer terminating from Village service shall not be allowed the use of Sick Leave during the last two (2) calendar weeks of employment unless supported by a note from a physician, physician assistant, or nurse practitioner. Unused Sick Leave will not be compensated for in any manner at the time of resignation, termination, layoff, or dismissal of an officer, except as provided for in the provisions of Section 17.11 of this agreement.

(f) **Abuse** Abuse of the Sick Leave benefit may result in dismissal of the officer from the Village service. The Labor Council/Lodge shall work with the Department in advising officers to address the alleged abuse of sick leave when it occurs if Management's claim of abuse is demonstrated and supported.

(g) **Minimum Use of Sick Leave Benefit** Officers who use twenty (20) hours or less of sick leave during the twenty-six (26) pay dates occurring prior to each August 31st of each contract year shall be entitled to sixteen (16) hours of compensation to be deposited into the Officers Retiree Health Savings Account. The use of ten (10) hours of family sick leave is not applied towards the twenty (20) hour sick leave total for purpose of this benefit.

Section 17.3 Off the Job Injuries

A police officer who suffers an off-the-job injury or illness and is unable to return to work and to perform the officer's normally assigned duties following exhaustion of all of the officer's accrued sick leave benefits, vacation days and holidays, upon request, may be granted a temporary leave of absence with the approval of the Village Administrator. Such leave of absence shall begin following the use of all accrued benefits as described above. If the police officer is permitted a temporary leave of absence, the Village Administrator shall set the time period based on the circumstances in each specific case. No sick leave, vacation, holiday, or seniority benefits will accrue to the employee during the temporary leave of absence and any holidays, which may occur during the leave, shall be forfeited. During such temporary leave of absence, the police officer shall not be covered under the Village's health insurance plans unless the police officer pays one hundred percent (100%) of all premium costs.

If a police officer is determined, by a licensed medical professional as selected by the Village, to be permanently disabled as the result of an off-the-job injury or illness, the police officer's previously described benefits shall be terminated effective on the date of such decision, but in no event prior to written notice being sent by the Village. Nothing in this section shall limit the officer's rights under existing laws or procedures.

Section 17.4 Disability-Injuries in the Line of Duty

(a) Whenever any police officer covered by this Agreement suffers an injury in the line of duty which causes the Officer to be unable to perform duties, the Officer shall continue to be paid by the Village on the same basis as the Officer was paid before the injury pursuant to the provisions of Illinois Compiled Statutes, Chapter 5, Section 345/1 (Public Employee Disability) with no deduction from the Officer's sick leave credits, or vacation, or service credits in a public employee pension fund during the time the Officer is unable to perform duties due to the result of the injury but not for a longer period of time than twelve (12) months in relation to the same injury. Upon the Officer being assigned light or alternative duty, such time worked will not be applied against the twelve (12) rolling months of this benefit per the Act. Nor will the twelve (12) rolling months start over at the beginning after light or alternative duty ends; rather the twelve (12) rolling months would continue to accrue at the same place prior to the light or alternative duty beginning. Employee benefit time will be accrued by an officer during a period of up to twelve (12) months while on a duty-related disability leave pursuant to the provisions of the Public Employee Disability Act, as amended. The Village retains the right to order at its expense physical, medical or psychological examinations of the injured police officer to determine the officer's present or anticipated fitness for duty. The Village further reserves the right to assign disabled officers to alternative duties within or outside of the Police Department in accordance with the Village's "Return to Work" policy applicable to all employees, depending on the nature of the officer's disability and the duties available. The light or alternative duty assignment outside of the Police Department is not intended to punish, harass or demean an employee. Such determination shall necessarily be based on a case-by-case review of the facts involved, and the Village shall have no obligation to provide "light duty" other than in its administration of its policy "Return to Work."

(b) Any salary compensation due the injured police officer from Workers Compensation or from any type of insurance which may be carried by the Village shall revert to the Village during the time for which continuing compensation is paid to the officer under the provisions of this Article. Any disabled police officer receiving compensation under the provisions of the Workers Compensation Act shall not be entitled to any benefits for which the officer would qualify because of the officer's disability under the provisions of the Illinois Pension Code, approved March 18, 1963, as amended before or after the effective date of this Agreement.

(c) Any officer who is being paid for injury on duty may elect to not take vacation or holidays (that have already been designated by that officer to be scheduled during that injured on duty time); however, the officer must notify the Village of the officer's election within ten (10) days prior to the holiday or vacation. However, if the injury occurs within the ten (10) day period, the officer shall notify the Village as soon as the officer is capable of doing so. Further, it is understood that holidays are not carried over beyond the year in which they are to be used. It is understood that if the employee should recover compensation from a third party who caused the injury to the employee, the Village shall be reimbursed for the wages paid to the employee for the time that the

employee was off work for this injury. If suit is filed, the officer shall notify the Village as soon as possible so that all insurance questions may be coordinated.

Section 17.5 Medical Examinations

If there is any question concerning a police officer's physical or psychological fitness for duty or fitness to return to duty following a layoff, injury or illness, the Village may require, at its expense, that the police officer be examined by a qualified physician and/or another appropriate medical professional selected by the Village. The foregoing requirement shall be in addition to any requirement that a police officer provides, at the officer's own expense, a statement from the officer's own doctor upon returning from sick leave or disability leave. If a dispute arises over the medical condition of a police officer, the parties shall select a neutral third doctor who shall make the final determination of the officer's fitness for duty.

Section 17.6 Jury Duty Leave

A full-time officer may be granted leave with pay when required to be absent from work for jury duty. Compensation for such leave shall be limited to the difference between pay received for jury service less transportation costs and normal Village pay.

Section 17.7 Funeral Leave

A full-time officer may be granted up to three (3) working days' leave to attend the wake or funeral, or to wrap up the decedent's affairs, with pay in the event of the death of the officer's spouse or any of the following members of either the officer's and spouse's family: child (including step or adopted), grandchild, mother, father, sister or brother (including half or step), grandparents, daughter-in-law, son-in-law, step parents or members of the officer's immediate household. In the event of the death of an aunt or uncle of the officer or the officer's spouse, such officer may be granted one (1) day's leave for the same purposes. Any officer granted such leave shall be paid for the officer's regularly scheduled workdays, which occur during such leave. If more time is needed for long distance travel or to wrap up the decedent's affairs, and is requested by the officer, the officer may use accrued vacation leave or personal days upon recommendation of the Department Head and approval by the Village Administrator.

Section 17.8 Educational Leave

The Village of Bloomingdale Board of Trustees may authorize special leave of absence, without pay, for any period not to exceed twelve (12) calendar months in any one (1) calendar year for attendance at a school or university for the purpose of training in subjects relating to the work of the officer and which will benefit the officer and the Village.

Section 17.9 Personal Leave

(a) All officers who have completed an initial successful employment period of six (6) months are eligible for Personal Leave to be utilized within the calendar year in which the six (6) month period ends.

(b) If the six-(6) month period ends between January 1 and April 30 (inclusive), the officer will be eligible for three (3) Personal Days that must be taken within the same calendar year.

(c) If the six-(6) month period ends between May 1 and August 31 (inclusive), the officer will be eligible for two (2) Personal Days that must be taken within the same calendar year.

(d) If the six-(6) month period ends between September 1 and December 31 (inclusive), the officer will be eligible for one (1) Personal Day that must be taken within the same calendar year.

(e) Under no circumstances can Personal Days be carried over to the next calendar year.

(f) Officers with a full year or more of service will be eligible for four (4) Personal Days for the next calendar year and all calendar years after.

(g) If a police officer participates in the Department's trimester physical fitness testing and passes all the Department's standards in three consecutive fitness testing's, the officer shall be awarded one (1) additional personal leave day to be credited in the next calendar year and used in that same calendar year. In the event that non-bargaining unit sworn peace officers are granted such personal day for participating in, but are not required to pass, said testing; officers covered by this Agreement shall also be granted such additional personal day on the same basis.

(h) Officers shall request approval of their supervisor or Department Head or designee at least twenty-four (24) hours in advance of taking such time off. Advance notice may be waived by the Department Head in cases of emergency. In cases when an employee is separated from the Village service, there will be no compensation for unused Personal Leave. The four (4) Personal Leave Days are granted on a calendar year basis beginning January 1 and may be taken at any time during that calendar year.

Section 17.10 Retirement Benefits

(a) An Officer with twenty (20) or more years of service as a Bloomingdale Police Officer is considered a retiree for retirement benefit purposes. Officers hired prior to September 1, 1998, may choose between retirement benefits (b) or (c) below and must advise the Village of their benefit choice within sixty (60) days from the date of separation. Officers hired on or after September 1, 1998, are eligible for the "Sick Time Buy-Out", benefit (b) below only.

(b) A retiring officer will receive compensation for any accumulated sick leave time in excess of sixty (60) days up to a maximum of one hundred-forty (140) days at the officer's current hourly rate of pay at the time of separation. Officers may not cash in more than ninety (90) days of accumulated sick leave. Officers hired prior to September 1, 1998 may choose to waive this benefit in favor of benefit (c) below.

(c) Once an officer is receiving pension payments from the Bloomingdale Police Pension Fund, they may enroll in the Village's group health plan(s) and receive partial payment from the Village towards the health premium cost, to include any dependents covered at the time of initial separation. The Village will contribute up to a maximum of seventy-five percent (75%) of the cost of the medical insurance premium based upon the formula of two and one-half percent (2½%) per year for each year of service as a Police Officer with the Village, until the officer is eligible for and receiving Medicare, or reaching the age at which those born in the same year are eligible to receive Medicare [currently age sixty-five (65)], or receiving benefits under another comparable

medical plan as a result of employment, whichever occurs first. The parties agree that the age sixty-five (65) only reflects the current eligibility provision for Medicare and if such is changed by Congress or lawful authority the new eligibility age would be utilized per this Section. An officer that is not eligible to receive a pension upon retirement is eligible to continue coverage in the Village's group health plan in accordance with COBRA.

Section 17.11 Family and Medical Leave Act

The Village agrees to comply with the Family and Medical Leave Act of 1993 ("FMLA") as amended and the rules and regulations issued in conjunction therewith. Any available sick leave may be used before starting a Family Medical Leave, for an employee's own illness. Use of personal and vacation leave prior to starting a Family Medical Leave is permitted, but optional. The Village may promulgate and implement any policies which are consistent with the Family and Medical Leave Act of 1993 (FMLA) as amended and the rules and regulations issued in conjunction therewith.

Section 17.12 Retiree Health Savings Plan

The Village will maintain a Retiree Health Savings (RHS) Plan for the Officers, to be funded in accordance with Section 17.2(g) Minimum Use of Sick Leave Benefit. The purpose of the RHS plan is to assist employees in saving funds to be used to offset health insurance costs in retirement.

ARTICLE 18 WAGE RATES

Section 18.1 Compensation Program

The Village shall maintain its current compensation program, including the schedules of standard salary ranges consisting of minimum and maximum rates of pay for all classes of positions.

Section 18.2 Merit Systems

The merit system will consist of annual performance evaluations, consistent with the pay plan of the Village, and consistent with this Agreement.

Section 18.3 Salary Adjustments

The salary adjustments and range adjustments contained in this Agreement shall be made effective on September 1 of each contract year, in accordance with the table in Appendix C, except as otherwise provided by the terms of this Article. If an officer meets standards in the officer's performance evaluation (as defined by the Village's Performance Evaluation Plan) and meets the required years of service (for steps 9 through 12) a one (1) step increase in pay shall be granted on the officer's merit anniversary date (which is the adjusted date of hire as a Police Officer.) For example, an officer with ten (10) years on the force is eligible to move to Step 9. That officer would remain in Step 9 until the officer has fifteen (15) years on the force and would then be eligible to move to Step 10.

Section 18.4 Specialty Stipends

- (a) Officers serving as detectives shall receive a monthly stipend of one hundred-fifty dollars (\$150) payable on a quarterly basis.
- (b) Officers serving as evidence technicians shall receive a monthly stipend of one hundred fifteen dollars (\$115) payable on a quarterly basis.
- (c) Officers serving as field training officers shall receive an additional one and one-half (1.5) hours of pay at one and one-half times their regular rate of pay for each day worked as a field training officer.
- (d) Officers serving as accident reconstruction specialists shall receive a monthly stipend of seventy-five (\$75.00) payable on a quarterly basis; provided, however, only up to three (3) officers shall be eligible to receive a monthly stipend as accident reconstruction specialists.

Section 18.5 Officer-In-Charge

Any officer assigned as Officer-In-Charge, by being formally designated as such by a sergeant or higher authority, who is not working alone during the shift and who serves in this capacity for a minimum of one (1) hour of a shift, shall be compensated by receiving one-half (1/2) hour additional pay at the officer's regular rate of pay for each one hour assigned and worked as Officer-In-Charge. An officer shall be designated as Officer-In-Charge when no supervisor is working, or the supervisor is out of radio contact or assigned out of town.

ARTICLE 19 HOLIDAYS

Section 19.1. Holidays

The following are paid holidays for eligible employees:

- | | |
|-------------------------------------|---|
| New Year's Day | Thanksgiving Day (last Thursday in November |
| President's Day | Day After Thanksgiving Day |
| Friday before Easter | Christmas Eve Day |
| Memorial Day | Christmas day |
| Independence Day | New Year's Eve Day |
| Labor Day (1st Monday in September) | |

Section 19.2. Holiday Pay and Work Requirements

Employees whose regularly scheduled day off falls on the actual day of a holiday, shall be granted an additional day off in the same calendar year at a time mutually agreed upon. However, if the holidays are not used by the last pay period of the year in which they have accrued, the Village shall pay the officer a regular day's eight (8) hours pay for each unused holiday. When an officer's regular work day falls on the actual day of a holiday, the officer shall receive, in addition to the officer's regular holiday pay, one and one-half times the officer's hourly rate of pay for all hours actually worked up to eight and one-quarter (8¼) hours, and twice the officer's hourly rate of pay for all hours worked in excess of eight and one-quarter (8¼). It shall be understood that detectives will not normally be assigned to work on certain holidays listed in 19.1, namely New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. On all other holidays listed in Section 19.1, it is understood that detectives will be scheduled to work,

however no detective shall be able to work more than four (4) holidays per year under this provision. It is further understood that the Chief/Director of Public Safety or designee can order a detective to work on any holiday if deemed necessary. Also, it is established that for all officers, including detectives, the holiday shall be the actual day of the holiday. If an officer's scheduled holiday is cancelled with less than fourteen (14) days' notice prior to the holiday, such employee shall be paid two times the officer's hourly rate for all hours worked in addition to the officer's holiday pay. Employees shall work all holidays when scheduled as part of their normal Departmental work schedule. Should any officer be absent without pay on either the last scheduled working day before or the first scheduled working day after the holiday, no additional pay will be granted. Any hours worked on a Holiday not including the Officers regular scheduled shift shall be paid at double time.

ARTICLE 20 UNIFORM ALLOWANCE

Section 20.1 Uniforms and Ammunition

All Officers covered by this Agreement shall receive a yearly uniform and ammunition allowance credit in the amount of nine-hundred dollars (\$900) effective May 1, 2019 and each May 1st thereafter for the purchase of uniform/equipment items listed in Appendix B. Being that the Village pays for the initial uniform and equipment for a Police Officer, the Officer shall not immediately receive an annual uniform allowance for the first twelve (12) months of employment. After twelve (12) months, the Officer shall receive a prorated monthly uniform allowance for the remainder of the fiscal year based on the current contract's annual uniform allowance amount. Under special circumstances, should an Officer require an additional uniform purchase within the first twelve (12) months of employment, the Chief of Police/Director of Public Safety or designee may approve a department purchase. Detectives shall receive a yearly uniform and ammunition allowance credit in the amount of one thousand-sixty dollars (\$1060) effective May 1, 2019 and each May 1st thereafter, for purchases of uniform/equipment items listed in Appendix B. The purchase of any uniform/equipment not in Appendix B requires the Chief's/Director of Public Safety prior approval for purchase to be reimbursed. As an option, an officer may obtain and use a purchase order from the Police Department to purchase uniforms and equipment with prior approval of the Chief of Police/Director of Public Safety or designee; this approval will not be unreasonably denied. The Village will continue to pay for all uniforms and equipment for newly sworn officers, as stipulated by the Village, provided, however, that new officers shall be required to reimburse the Village for the cost of their initial equipment and uniform if they resign within one (1) year of hire. The Village will pay for the initial uniform issued to both a generalist police officer and all specialized units. Officers will be allowed to carry over a maximum of two hundred-fifty dollars (\$250.00) from year to year. Officers will be allowed to carry forward uniform allowance credit for up to two (2) years with a maximum of one thousand dollars (\$1,000.00) being available for use in any one year. After twenty-five (25) years of service and beginning the twenty-sixth (26th) year of service, officers will receive four hundred dollars (\$400.00) less in uniform and ammunition allowance credit each year than what is provided for in this section. Assigned detectives will be allowed to use their uniform allowance to purchase civilian clothing, (subject to IRS Income Tax guidelines) with prior approval by the Chief of Police/Director of Public Safety or designee, which are necessary for the performance of their duties.

Section 20.2 Bulletproof Vests

The Village shall equip all new officers with bulletproof vests and two (2) vest covers after the officer has completed the following:

- (a) successful graduation from an approved police academy;
- (b) passage of the State Police Officer Certification Test; and
- (c) receipt of the officer's assignment to patrol or detective duties, including field training.

The Village further agrees to replace bullet-proof vests for all officers at five (5) years of use, or upon reaching the expiration of the useful life of the vests, where manufacturers' recommendations and independent research demonstrate a useful life in excess of five (5) years.

ARTICLE 21 VACATIONS

Section 21.1 Eligibility and Allowances

All employees shall be eligible for paid vacation time after the completion of six (6) months of continuous full-time employment. Employees shall start to accrue vacation allowance as of their date of hire and may use vacation time after the quarter in which it is earned. Vacation allowances shall be earned bi-weekly, based on the following schedule. Employees shall accrue twenty (20) hours of vacation leave for each quarter worked during their first year. Vacation leave shall not be taken until it has accrued.

Section 21.2 Vacation Pay

The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job classification.

Section 21.3 Scheduling

Employees shall be awarded vacation time by the Village in accordance with Police Department staffing requirements, and on the basis of first come, first served, unless there is a conflict in granting time off, in which case it will be resolved on the basis of their shift seniority. No vacation days may be taken without prior notice to and approval of the Chief of Police/Director of Public Safety or authorized designee.

Section 21.4 Accrual Schedule

Vacation leave shall be earned during the employment year (anniversary date to anniversary date) at the following rates:

- (a) Officers with six (6) months, but less than one (1) year, of continuous service with the Village shall be allowed forty (40) hours of vacation leave.
- (b) Officers with one (1), but less than five (5), years of continuous service with the Village, shall be allowed eighty (80) hours of vacation leave.
- (c) Officers with five (5), but less than twelve (12), years of continuous service with the Village, shall be allowed one hundred-twenty (120) hours of vacation leave.

(d) Officers with twelve (12), but less than sixteen (16) years of continuous service with the Village shall be allowed one hundred-sixty (160) hours of vacation leave.

(e) Officers with sixteen (16) years or more of continuous service with the Village shall be allowed an additional eight (8) hours of vacation leave for each additional year of service rendered to the Village, up to a maximum of one hundred-twenty (120) additional hours for thirty (30) or more years of continuous service.

(f) Officers hired on or after the execution date of the prior Agreement (i.e., December 2, 2013) will be entitled to the benefits as set forth in subsections (a) through (d) above, but shall not be entitled to the benefits set forth in subsection (e) above, but instead, shall receive the following: officers with sixteen (16) years or more of continuous service with the Village shall be allowed an additional eight (8) hours of vacation leave for each additional year of service rendered to the Village, up to a maximum of eighty (80) additional hours for (25) or more years of continuous service.

Section 21.5 Accumulation

Vacation credit shall not be accumulated during any layoff period, nor shall vacation credit be accumulated during any unpaid leave of absence. Employees shall not have accumulated more than the equivalent of two (2) years Vacation Leave credit.

Section 21.6 Village Emergency

In case of an emergency, the Village Administrator or Police Chief/Director of Public Safety may cancel and reschedule any or all approved vacation leaves in advance of their being taken, and/or recall back any officer from vacation in progress.

Section 21.7 Cash-In

Upon written recommendation of the Chief of Police/Director of Public Safety, with approval of the Village Administrator, an officer may be paid for unused vacation time.

Section 21.8. Illness During Vacation

If an employee becomes ill during a Vacation Leave, such days may not be designated as Sick Leave, thereby carrying over the Vacation Leave to another period.

ARTICLE 22 INSURANCE

Section 22.1 Health Insurance

The Village will continue to provide basic health insurance. The Village retains the option to select participation in or change plans or companies as necessary due to economic conditions, (provided that the Village maintains an HMO type of plan). The cost of health insurance shall continue to be divided between the Village and the officers. Officers are responsible for paying their proportionate share of the costs of such premiums through payroll deduction. The Officers' proportionate share of the costs of health insurance premium rates in effect on July 1, 2015 and thereafter are reflected in the attached chart designated as Appendix F. In the event a police officer suffers a catastrophic injury or is killed in the line of duty; the Village shall pay the health coverage

premium for the employee, employee's spouse, and employee's dependent children, in accordance with the Illinois Public Safety Employee Benefit Act.

Section 22.2 Life Insurance

The Village shall supply each full-time officer with life insurance in an amount equal to Fifty Thousand (\$50,000) dollars.

Section 22.3 Dental Insurance

The Village shall continue to provide dental insurance. The cost of such insurance shall continue to be divided between the Village and the officers. The Village shall be responsible for no more than sixty-two percent (62%) of the cost of the premium for such insurance and the officer shall be responsible the remaining thirty-eight percent (38%) of the cost of the premium.

Section 22.4 Optical Insurance

The Village shall reimburse officers who are not covered by the Village's HMO, EPO or Opt-Out Plan for the cost of one (1) vision test per year per family, to a maximum cost of seventy-five (\$75.00) for such test. The vision test may be conducted by the optical care professional of the officer's choice.

Section 22.5 Employee Assistance Program

The Village shall offer the employee assistance program to the members of the bargaining unit as long as it offers the package to the Village employees. The Employee Assistance Program (EAP) may be terminated by management at any time should it be deemed in the Village's best interest to terminate the program.

Section 22.6 Health Insurance Opt-Out Plan

Employees covered by this Agreement shall be eligible to receive the same health insurance opt-out benefit at the same rate and under the same terms and conditions applicable to the non-represented Village employees generally, as they may be modified from time to time. Currently, the rate at which the Village is compensating eligible participants in the health insurance opt-out plan is one hundred dollars (\$100.00) per pay period.

ARTICLE 23 TUITION REIMBURSEMENT PLAN

Any police officer covered by this Agreement who enrolls in a course of study in a law enforcement or police science or related program at an accredited junior college, college or university within the State of Illinois, or through accredited online college or University program whether in-state or out-of-state, may qualify to have the tuition (not to include books and fees) for such course(s) reimbursed by the Village. Prior written approval must be obtained from the Chief of Police/Director of Public Safety and the Village Administrator for each such course or program of study. Submission of courses or programs of study for approval must be completed by January 1st of each year for consideration in the subsequent fiscal year. The Chief of Police/Director of Public Safety and the Village Administrator have complete discretion in determining whether the course is sufficiently related to the police officer's work and would improve the officer's line of duty performance to justify the tuition reimbursement. The Chief of Police/Director of Public Safety and Village Administrator have the discretion to determine the number of courses which will be taken during any given period. Reimbursement will be based

upon the actual cost of tuition of up to, but not to exceed, three thousand dollars (\$3,000) per officer in any fiscal year, regardless of whether such course is taken at a public or private institution of higher learning. All reimbursement will be made after demonstration of course completion in accordance with the following schedule:

| | | |
|------------|---|--------------------|
| Grade of A | - | 100% reimbursement |
| Grade of B | - | 90% reimbursement |
| Grade of C | - | 80% reimbursement |

There shall be no reimbursement for a course where a grade of below C is received. Courses taken on a Pass/Fail basis will be reimbursed at eighty percent (80%) if a passing grade is received. If the employee leaves the employment of the Village within one (1) year of taking a reimbursed course, the employee shall repay the Village the costs of the course. Employees who request and obtain prior written approval for taking reimbursable courses, but who fail to actually take the course, shall be ineligible to participate in the tuition reimbursement plan in the following fiscal year. Failure to take the course due to the Department changing an officer's regularly scheduled day off or an officer's work hours, so that a schedule conflict now existed, would not be held against the officer as it relates to this section.

ARTICLE 24 GENERAL PROVISIONS

Section 24.1 Union Visitation

Authorized representatives of the National or State Lodge or the Council shall be permitted to visit the Department upon forty-eight (48) hours' notice to and approval by the Chief of Police/Director of Public Safety during working hours to meet with elected officers of the local lodge who shall use their time due, and/or representatives of the Employer concerning matters covered by this Agreement. Such meetings shall not continue for more than three-quarters (3/4) of an hour.

Section 24.2 Eyeglass Replacement

The Employer agrees to repair or replace as necessary an officer's eyeglasses, contact lenses, prescription sunglasses, and watch when damaged or broken in the line of duty through no act of negligence on the part of the officer. The incident is to be documented promptly in writing with the officer's immediate supervisor.

Section 24.3 Inoculations

The Village agrees to pay reasonable and necessary expenses for inoculation or immunization shots for the Officer and for members of an officer's family where public health officials, the Village occupational health advisors, or the employee's physician determine that the inoculations or shots are necessary as a result of direct exposure to contagious diseases in the line of duty. Preventative inoculations or immunizations shall be provided in accordance with the Village's wellness and risk management programs and policies as they may from time to time be amended.

Section 24.4 Funeral Expenses

The Employer agrees to defray all funeral and burial expenses of any officer of the Police Department killed in the line of duty, with maximum payment of ten thousand dollars (\$10,000.00).

Section 24.5 Substance Abuse Testing

Alcohol and drug testing shall be conducted in accordance with Bloomingdale Police Department Policy 1012 as incorporated herein as Appendix E and the Village's Substance Abuse Policy, November 14, 2006, as amended as incorporated herein as Appendix E. Any covered member who discharges their firearm causing injury or death to a person or persons during the performance of their official duties or in the line of duty, must submit to a drug and alcohol testing as soon as practicable after the firearm discharge, and by not later than the end of the covered member's shift or tour of duty. Said drug and alcohol testing shall be conducted in accordance with the Village of Bloomingdale Substance Abuse Policy.

Section 24.6 Pregnant Police Officers

The Employer agrees to comply with the provisions of Public Act 0095-0025 regarding pregnant Police Officers. Any dispute concerning the interpretation and application of this Section shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

Section 24.7 Canine Officer Compensation

An employee assigned by the Chief to the position of Canine Officer shall be paid in addition to the Officer's regular rate of pay, four (4) hours of overtime compensation for each calendar week. The Canine Officer compensation is to cover for the time spent in the care and feeding of the canine and shall be payable on a quarterly basis. This payment is in addition to other applicable compensation the Officer receives for his/her regular work schedule. The Employer will pay reasonable out of pocket costs affiliated with the care, equipment and feeding of the dog. The Employer will also pay the cost of kenneling the dog when the assigned Canine Officer is out of town. The Canine Officer will also receive a yearly stipend of one thousand two-hundred dollars (\$1,200.00) a year which is payable on a quarterly basis.

Section 24.8 Video and Audio Recordings

Supervisors may review officers' recordings periodically, upon written permission by the Chief/Director of Public Safety or designee. Digital recordings entered into evidence will be handled in accordance with evidence retention schedules. The Labor Council will be allowed to review recorded mobile files only upon written consent by the Officer and only when accompanied by a Supervisor. The Employer will maintain a log of any viewing of video or audio systems which will state what material was reviewed, the squad number of the assigned camera and who viewed the material. Upon request, a summary will be presented to the Union.

Section 24.9 Bloomingdale Police Department Policy Drug Testing 1012

To achieve the goal of ensuring a drug and alcohol-free workplace, as well as to comply with requirements of the Drug-Free Workplace Act of 1988 and the Illinois Drug Free Workplace Act, the Village of Bloomingdale has implemented this Substance Abuse Policy, Program and Procedures which applies to all sworn Police Officers.

ARTICLE 25 SAVINGS CLAUSE

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid, or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent

authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid, or unenforceable.

ARTICLE 26 COMPLETE 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. Each party, for the duration of this Agreement, 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 whether or not referred to or covered in this Agreement, including the impact of the Village's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment, except as expressly stated to the contrary herein. In so agreeing, the parties acknowledge that, during the negotiations which resulted in the 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 27 DURATION

Section 27.1 Term of Agreement

This Agreement shall be effective from September 1, 2022 and shall remain in full force and effect through August 31, 2026. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than February 1, 2026. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 27.2 Continuing Effect

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this
20 day of October, 2022.

FOR THE VILLAGE OF BLOOMINGDALE:



Village President
Franco A. Coladipietro

10/20/22
Date

FOR THE ILLINOIS FOP LABOR COUNCIL:



Kevin S. Krug
Northern Field Supervisor

10-04-22
Date

Pam Hager 10/20/22
Village Clerk
Pam Hager
Date

[Signature] 10-04-22
Dominick Corsiglia
Unit Steward
Date

Village Seal:

[Signature] 10-4-22
Kenneth Peterson
Unit Steward
Date

[Signature] 10/4/22
Jeremy Redic
Unit Steward
Date

[Signature] 10/4/22
Tim Czesak
Unit Steward
Date

[Signature] 10/04/22
Adam Johnson
Unit Steward
Date

APPENDIX A SENIORITY LISTING

(as of October 4, 2022)

| <u>Members</u> | <u>Date of Hire</u> |
|-----------------------|-----------------------------------|
| Darre, Bill | 01/03/1995 |
| Cooper, Erick | 03/26/2001 |
| Spontella, Elizabeth | 01/21/2004 (Adj. from 04/01/2003) |
| Petersen, Kenneth | 07/05/2006 |
| Pagan, Tara L | 07/05/2006 |
| Cressman, Joe | 06/08/2008 (Adj. from 01/03/2008) |
| Tenerelli, Angelo | 06/30/2008 |
| Redic, Jeremy | 02/06/2012 |
| Corsiglia, Dominick | 01/02/2013 |
| Han, Jin | 03/07/2014 |
| Giovenco, Michael | 12/29/2014 |
| Chrabot, Jon | 09/25/2015 |
| Bzdelik, Tyler | 01/03/2017 |
| Iwanicki, Damian | 01/03/2017 |
| Jaffe, Phil | 03/28/2017 |
| Donald, Elvin | 03/28/2017 |
| Fitzenreider, Jay | 09/12/2017 |
| Czesak, Tim | 01/02/2018 |
| Johnson, Adam | 03/26/2018 |
| McGinn, Patrick | 06/19/2019 |
| Roberts, Michael | 01/02/2020 |
| Stephen, Kanis | 02/05/2020 |
| Lemezis, Ryan | 05/04/2021 |
| Buccieri, Nicolas | 09/07/2021 |
| Joe, Dmitri | 09/07/2021 |
| Reyes, Isaiah | 09/07/2021 |
| Schuett, Fred | 12/29/2021 |
| Pokrovac, Patrick | 03/23/2022 |
| Epps-Johnson, Brendan | 09/06/2022 |
| Jalbrzkowski, Paulina | 09/06/2022 |
| Ingrassia, Nikko | 09/12/2022 |

APPENDIX B APPROVED UNIFORM / EQUIPMENT LIST FOR POLICE OFFICERS

The following will serve as a basic guideline for uniform/equipment purchases. Approval must still be secured before purchase. The following will serve as a basic guideline for uniform / equipment purchases. Approval must still be secured before purchase. Items not on this approved list maybe purchased with prior approval from the Chief of Police/Director of Public Safety or designate.

| | |
|--|---|
| Formal Dress Coat with piping (1) | 5 Star Hat (1) |
| Long Sleeve Navy Shirt | Boots -Galoshes-etc. (1) |
| Winter Duty Pants Dacron / Wool | Straight Baton Ring (1) |
| Shoes (approved styles) (2) | Folding knife pouch/holder (1) |
| Tie bar (1) | Mini-Flashlights (2) |
| Nameplate (1) | Training Academy Attire |
| Nylon Jacket-Spring/Fall (1)) | Khakis, Shirt, Pants, sweatshirt) etc. (1) |
| Raincoat (1) | Holster (1 On Duty) – (1 Off-Duty) |
| Cap Cover (1) | Taser Holster-Carrier |
| Fur Hat (1) | Soft-Body Armor (1) |
| Equipment Belt/Outside (1) | Handcuffs (2) |
| Straight Baton (1) | Off-Duty Gun Credit up to \$320 per Career (1) After Completion Probationary Period |
| Flashlight Pouch (1) | Duty Cap Stun Pouch (1) |
| Boots (approved styles) (2) | Badge Wallet (1) |
| Workout Clothing (1) pant (1) top | Gun Repairs / Modifications (on duty weapon / rifle) |
| Cuff Case Sing/Dual (1) | Weapon night sights (duty gun/rifle) |
| Riot Helmet & Carry Bag (1) | Badge Repairs |
| Duty Gun Credit up to \$480.00 (1 time only) | Distance Scope / Rifle Optics (1) |
| Magazines for Duty Gun/Duty Rifle (4) | Note Pad Holder (1) |
| Athletic Shoes Maximum of \$130/ yearly | Detective Civilian Cloths (Dress Pants-Suits, ect. |
| *Must participate in Department Fitness Program | Briefcase/Work Bag (1) |
| Ammunition Maximum \$135/ yearly | Tape Measure (1) |
| Batteries (Flashlights-Weapon Mounted Lights-Optics etc) | Folding Knife-Seat Belt Extraction \$35 Maximum (1) |
| Vest Cover (1) | Earpiece System for Current Radio System (1) |
| Expandable Baton (1) | Radio Holder (1)) |
| Expandable Baton Case | Belt Keepers (4) |
| Latex Glove Pouch | Watch Band (1) |
| Business Cards | Uniform alterations |
| Duty Gloves (1) | Special Event Hats -Caps-Pants-Shirt (2) |
| Black Turtleneck Shirt/Sweater (2) | Depart. Approved Laser Sight / Weapon Light for duty gun/rifle (max of \$320) |
| Insulated Vest (1) | Ear Mold for Radio Earpiece (1) |
| Microphone Strap (1) | Flashlight Lamp (1) |
| Duty Wristwatch (\$40) Maximum (1) | Lumbar Support (1) |
| Scientific Calculator-Accident Re-constructionist Specialist (1) | Individual first-Aid Kit Tourniquet-Israeli Bandages etc. |
| Long Sleeve BPD Collared Dress Shirt (1) | Load Bearing Bag ("Go-Bag") |
| Short Sleeve BPD Collared Dress Shirt (1) | Load Bearing Vest/Rack |
| Short Sleeve Black Shirt (1) | Level IIIA Body Armour |
| Long Sleeve Black Shirt (1) | Ballistic Helmet and Cover |
| Summer Pants 100% Knit (3) | Any Other Uniform/Equipment approved by the Chief of Police/Director of Public Safety or Designee |
| Ties (3) | Leather Jacket (1) |
| Wooley Pulley Sweater (1) | Jacket Liner (1) |
| Duty Pants- Duty Belt/Inside (1) | Any Other Uniform/Equipment approved by the Chief of Police/Director of Public Safety or Designee |

The following will serve as a basic guideline for uniform / equipment purchases. Approval must still be secured before purchase. Items not on this approved list may be purchased with prior approval of the Chief/Director of Public Safety or his designate. Initial uniforms and equipment as approved for Evidence Technicians, Accident Reconstruction Specialists, Problem Oriented Policing Unit (POP) members, NIPAS Mobile Field Force, Department Instructors, Bicycle Team Members, and the Department will pay for. Subsequent replacement items come out of the individual members' uniform accounts.

Bike Unit Equipment Initial Purchase

Helmet (1)
Riding glasses - \$55.00 max (1)
Bike gloves (1)
Bike uniform shirt (1)
Bike uniform pants – shorts & long pants (1)
Bike padded shorts for under uniform (1)
Black gym shoes \$60 Maximum
McGiver tool – accessory tool supplied per bike

POP Unit Equipment Initial Purchase

Vest covers/carriers
Black police T-shirt and sweatshirt
Plainclothes badge carrier

APPENDIX C WAGE RATES

| | | VILLAGE OF BLOOMINGDALE | | | | |
|--------------------|-----------------|--------------------------------------|-----------------|-----------------|-----------------|------------------------------------|
| | | SWORN POLICE OFFICER PAY RATE | | | | |
| | | Hourly Rates | | | | |
| Step Number | 9/1/2021 | 9/1/2022 | 9/1/2023 | 9/1/2024 | 9/1/2025 | Longevity |
| | | ATB | ATB | ATB | ATB | |
| | Current | 3.25% | 3.25% | 3.25% | 3.25% | |
| 1 | \$35.56 | \$36.72 | \$37.91 | \$39.14 | \$40.41 | |
| 2 | \$38.16 | \$39.40 | \$40.68 | \$42.00 | \$43.37 | |
| 3 | \$40.25 | \$41.56 | \$42.91 | \$44.30 | \$45.74 | |
| 4 | \$42.33 | \$43.71 | \$45.13 | \$46.59 | \$48.11 | |
| 5 | \$44.43 | \$45.87 | \$47.36 | \$48.90 | \$50.49 | |
| 6 | \$46.48 | \$47.99 | \$49.55 | \$51.16 | \$52.82 | |
| 7 | \$48.58 | \$50.16 | \$51.79 | \$53.47 | \$55.21 | |
| 8 | \$51.17 | \$52.83 | \$54.55 | \$56.32 | \$58.15 | |
| 9 | \$51.81 | \$53.49 | \$55.23 | \$57.03 | \$58.88 | After 10 Years (Step 8 + 1.25%) |
| 10 | \$52.19 | \$53.89 | \$55.64 | \$57.45 | \$59.32 | After 15 Years (Step 8 + 2.0%) |
| 11 | \$52.83 | \$54.55 | \$56.32 | \$58.15 | \$60.04 | After 20 Years (Step 8 + 3.25%) |
| 12 | \$53.47 | \$55.21 | \$57.00 | \$58.86 | \$60.77 | After 25 Years (Step 8 + 4.5%) |

APPENDIX D SUBSTANCE ABUSE POLICY, PROGRAM AND PROCEDURES

ACKNOWLEDGEMENT FORM

I hereby acknowledge that I have received a copy of the Village of Bloomingdale's Substance Abuse Policy, Program and Procedures and that I have read and fully understand its contents. I understand I may be subjected to substance abuse testing and that I may be disciplined up to and including dismissal for substance abuse which affects my ability to perform my job safely and effectively. I further understand that the Village offers voluntary and confidential referrals to substance abuse treatment programs through its Employee Assistance Program (EAP).

PRINT NAME: _____
Employee

SIGNATURE: _____
Employee

DATE: _____

APPENDIX E CONSENT FORM FOR SUBSTANCE ABUSE SCREENING

NAME _____
(Print)

ADDRESS _____
(Street)

(City) (State) (Zip Code)

I freely consent to tests of my breath, saliva or urine to determine the presence of alcohol, drugs or their metabolites in my system. I also consent to the release of test results and other relevant medical information to the Village of Bloomingdale management consistent with its Substance Abuse Policy, Program and Procedures.

AGREED: _____ REFUSED: _____
Signature Signature

DATE: _____

Reason for Refusal:

Witness Name (Print): _____

Witness Signature: _____ Date: _____

**APPENDIX F SUPERVISOR'S OBSERVATION REPORT FORM FOR REASONABLE
SUSPICION/POST ACCIDENT TESTS**

Instructions: Supervisors should use this report to record any incidents, workplace performance or workplace behavior problems that warrant a post-accident or reasonable suspicion test. This document must be completed within 24 hours of the time the incident occurred and the testing was initiated.

Employee's Name: _____

Date and Time of Incident: _____

Location of Incident: _____

Describe the Incident in Detail: _____

OBSERVATION

- Breath/Odor: () Alcohol Smell () Drug Smell () Strong () Moderate () Faint () None
- Eyes: () Bloodshot () Glassy () Normal () Watery () Other _____
 () Heavy Eyelids () Fixed Pupils () Dilated Pupils () Clear
- Speech: () Confused () Stuttered () Thick-Tongued () Mumbled
 () Fair () Slurred () Good () Not Understandable
 () Other _____
- Attitude: () Excited () Combative () Mood Changes () Indifferent () Talkative
 () Insulting () Care-Free () Nervous () Sleepy () Cooperative
 () Profane () Polite () Unusually Quiet () Disoriented () Other _____
- Unusual Action: () Hiccoughing () Belching () Vomiting () Fighting () Crying
 () Laughing () Hearing Things () Seeing Things () Blackouts () Other _____
- Balance: () Needs Support () Falling () Poor Coordination () Swaying () Other _____
- Walking: () Falling () Staggering () Stumbling () Swaying () Other _____
- Turning: () Falling () Staggering () Stumbling () Swaying () Hesitant
 () Other _____
- Appearance: () Altered () Flushed Face () Blank Stare () Disheveled Clothing
 () Tremors/Shakes () Needle Marks () Other _____

**APPENDIX G SUPERVISOR'S OBSERVATION REPORT FORM FOR REASONABLE
SUSPICION/POST ACCIDENT TESTS**

Employee's Name: _____

Indicate any other unusual actions, statements, or observations: _____

Signs of complaints of illness or injury: _____

Safety-sensitive function: () Yes () No Describe: _____

List Witnesses to Incident:

Additional Comments:

(Use additional pages if needed)

Supervisor's Name (Print): _____

Supervisor's Signature: _____ Date: _____

Witness' Name (Print): _____

Witness' Signature: _____ Date: _____

APPENDIX H Contact List for EAP, Local Area Treatment Programs, Support Groups

Employee Assistance Program (EAP)

LifeWorks EAP, 24/7

1-855-773-0207

Online @ login.lifeworks.com

Mobile Ap via Apple Store or Google Play

Northwestern Medicine Behavioral Health Program

7 Blanchard Circle

Suite 100

Wheaton, Illinois 60189

630.933.4000

Alexian Brothers

Behavioral Health Hospital 800-432-5005

1650 Moon Lake Blvd.

Hoffman Estates, IL 60194

Elmhurst Memorial Healthcare

Behavioral Health Services 630-941-4577

183 North York Rd.

Elmhurst, IL 60185

Advent Health Glen Oaks Hospital 630-545-6160

701 Winthrop Ave.

Glendale Heights, IL 60139

Rush Behavioral

Health Center – DuPage 312-942-4000

The Esplanade, 2001 Butterfield Rd

Suite 320

Downers Grove, IL 60515

Streamwood Behavioral

Health Center 800-272-7790

630-837-9000

1400 E. Irving Park Rd.

Streamwood, IL 60107

The Center for Mental Health of

Good Samaritan Hospital 630-275-6000

3815 S. Highland Ave.

Downers Grove, IL 60515

Alcoholics Anonymous

www.chicagoaa.org

312-346-1475 (Chicago), 630-653-6556 (Glen Ellyn),

630-830-6091 (Bartlett), 847-695-9123 (Elgin)

Meetings held nightly throughout the Chicago area

Narcotics Anonymous

www.chicagona.org

708-848-4884

Meetings held nightly throughout the Chicago area

APPENDIX I HEALTH INSURANCE PREMIUM CONTRIBUTIONS

The parties agree that employees covered by this Agreement and the Village will make the contributions to the cost of health insurance premiums as shown in the chart below. This chart does not guarantee that the Village will continue to offer the health plans identified below throughout the term of this Agreement, but merely represents the plans in effect when the Agreement was signed.

| Plan | Date | Employer Contributions of Cost (%) | | | | Officer Contributions of Cost (%) | | | |
|--------|----------|------------------------------------|--------|-------|-----|-----------------------------------|--------|-------|-----|
| | | S | S + Sp | S + C | F | S | S + Sp | S + C | F |
| HMO-BA | | S | S + Sp | S + C | F | S | S + Sp | S + C | F |
| | 7/1/2018 | 85% | 85% | 85% | 85% | 15% | 15% | 15% | 15% |
| Plan | Date | Employer Contributions of Cost (%) | | | | Officer Contributions of Cost (%) | | | |
| HMO-IL | | S | S + Sp | S + C | F | S | S + Sp | S + C | F |
| | 7/1/2018 | 83% | 83% | 83% | 83% | 17% | 17% | 17% | 17% |
| Plan | Date | Employer Contributions of Cost (%) | | | | Officer Contributions of Cost (%) | | | |
| PPO | | S | S + Sp | S + C | F | S | S + Sp | S + C | F |
| | 7/1/2018 | 65% | N/A | N/A | 65% | 35% | N/A | N/A | 35% |
| Plan | Date | Employer Contributions of Cost (%) | | | | Officer Contributions of Cost (%) | | | |
| EPO | | S | S + Sp | S + C | F | S | S + Sp | S + C | F |
| | 7/1/2018 | 76% | N/A | N/A | 87% | 24% | N/A | N/A | 13% |

| Plan | Date | Employer Contributions of Cost (%) | | | | Officer Contributions of Cost (%) | | | |
|--------|----------|------------------------------------|--------|-------|-----|-----------------------------------|--------|-------|-----|
| | | S | S + Sp | S + C | F | S | S + Sp | S + C | F |
| HMO-BA | | S | S + Sp | S + C | F | S | S + Sp | S + C | F |
| | 7/1/2019 | 85% | 85% | 85% | 85% | 15% | 15% | 15% | 15% |
| Plan | Date | Employer Contributions of Cost (%) | | | | Officer Contributions of Cost (%) | | | |
| HMO-IL | | S | S + Sp | S + C | F | S | S + Sp | S + C | F |
| | 7/1/2019 | 83% | 83% | 83% | 83% | 17% | 17% | 17% | 17% |

| Plan | Date | Employer Contributions of Cost (%) | | | | Officer Contributions of Cost (%) | | | |
|------|----------|------------------------------------|--------|-------|-----|-----------------------------------|--------|-------|-----|
| | | S | S + Sp | S + C | F | S | S + Sp | S + C | F |
| PPO | | S | S + Sp | S + C | F | S | S + Sp | S + C | F |
| | 7/1/2018 | 75% | 75% | 75% | 75% | 25% | 25% | 25% | 25% |

Note:

Single Coverage = S Single + Spouse Coverage = S + Sp Single + Child Coverage = S + C Family Coverage = F

APPENDIX J DUES AUTHORIZATION FORM

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

I, _____, understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council. I, _____ hereby authorize my Employer, Village of Bloomingdale, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my Employer to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment as the exclusive bargaining representative to the date this dues deduction is implemented, in such manner as it so directs.

Date: _____ Signed: _____

Address: _____ City: _____

State: _____ Zip: _____ Telephone: _____

Personal E-mail: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council

Attn: Accounting

974 Clock Tower Drive

Springfield, Illinois 62704

(217) 698-9433

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