

**AGREEMENT**

between

**VILLAGE OF SUGAR GROVE**

and

**ILLINOIS FRATERNAL ORDER OF POLICE  
LABOR COUNCIL**

**Representing Patrol Officers**

**May 1, 2015 through April 30, 2019**

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## **PREAMBLE**

This Agreement is made and entered into by and between the VILLAGE OF SUGAR GROVE (hereinafter referred to as the "Village" or the "Employer") and the ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL (hereinafter collectively referred to as the "Union").

This Agreement has as its purpose the promotion of harmonious relations between the Village and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of an entire agreement covering rates of pay, hours of work and terms and conditions of employment applicable to bargaining unit employees.

NOW, THEREFORE, the parties agree as follows:

## **ARTICLE 1** **RECOGNITION AND REPRESENTATION**

Section 1.1. Recognition of Bargaining Agent. The Village recognizes the Union is the sole and exclusive bargaining representative for all sworn full-time peace officers in the rank of patrol officer employed in the Village Police Department, but excluding all other Village employees, including but not limited to all sworn peace officers in the rank of sergeant and above, any employees excluded from the definition of "peace officer" as defined in Section 3(k) of the Illinois Public Labor Relations Act, and all other managerial, supervisory, confidential and professional employees as defined by the Act, as amended.

Section 1.2. Fair Representation. The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Union.

## **ARTICLE II** **NON-DISCRIMINATION**

In accordance with applicable law, neither the Village nor the Union shall discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color, national origin, Union membership and/or their protected concerted activities. Any dispute concerning the interpretation and/or application of this Article shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement, except that grievances may be filed based on Union membership and/or protected concerted activities.

## **ARTICLE III** **DUES CHECKOFF AND UNION RIGHTS**

Section 3.1. Dues Checkoff. While this Agreement is in effect, the Village will deduct from each employee's paycheck once each month the uniform, regular monthly Union dues for each employee in the bargaining unit who has filed with the Village a lawful, voluntary, effective

checkoff authorization form. The Village will honor all executed checkoff authorization forms received not later than ten (10) working days prior to the next deduction date and such authorization forms shall remain in effect until revoked.

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

Total deductions collected for each calendar month shall be remitted by the Village to an address provided by the Union not later than the fifteenth (15<sup>th</sup>) of the following month. The Union agrees to refund employee(s) any amounts paid to the Union in error on account of this dues deduction provision.

A Union member desiring to revoke the dues checkoff may do so at any time upon written notice to the Village. Dues shall be withheld and remitted to the Union unless or until such time as the Village receives a notice of revocation of dues checkoff from an employee, or notice of an employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the employee's earnings after withholding all other legal and required deductions. Information concerning dues not deducted under this Article shall be forwarded to the Union, and this action will discharge the Village's only responsibility with regard to such cases. Deductions shall cease at such times as a strike or work stoppage occurs in violation of Article VII of the Agreement (No Strike-No Lockout).

Section 3.2. Fair Share. During the term of this Agreement, employees who are not members of the Union shall, commencing thirty (30) days after their employment, or thirty (30) days after the effective date of this Agreement, whichever is later, pay a fair share fee, if any, to the Union for collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by said Agreement, provided fair share fees shall not exceed the dues attributable to being a member of the Union. Such fair share fees shall be deducted by the Village from the earnings of nonmembers and remitted to the Union. The Union shall periodically submit to the Village a list of the members covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit.

The Union agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in *Chicago Teachers Union v. Hudson*, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payors. Accordingly, the Union agrees to do the following:

1. Give timely notice to fair share fee payors of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.

2. Advise fair share fee payors of an expeditious and impartial decision-making process whereby fair share fee payors can object to the amount of the fair share fee.
3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share payors to the amount of the fair share fee.

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

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected non-member and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

Section 3.3. Indemnification. The Union shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) and for all legal costs that may arise out of or by reason of any action taken or not taken by the Village for the purpose of complying with the provisions of this Article, or in reliance on any written checkoff authorization furnished under any of the provisions of this Article. If an improper deduction is made or transmitted to the Union, the Union shall refund any such amount directly to the involved employee with notification to the Village.

Section 3.4. Union Bulletin Board. The Village will provide the Union a bulletin Board (at least 2 feet by 3 feet in size) in a non-public area in the Police Department facility for posting of official Union announcements and other items of Union business provided that such postings are non-political and non-inflammatory in nature. The bulletin board shall be for the sole and exclusive use of the Union. The Union will limit the posting of Union notices to said bulletin board. Notices posted in violation of this Section may be removed by the Village, provided prompt notice is given to a Union officer. Notices removed by the Village will be given to a Union Officer.

Section 3.5. Union Officers. For purposes of this Agreement, the term "Union Officers" shall refer to the Union's duly elected officers, to include President, Vice-President, Secretary and Treasurer. The Union shall notify the Village of the identity of the Union Officers within 10 days of the effective date of this Agreement and thereafter as the Union Officers may change from time to time.

#### **ARTICLE IV**

#### **LABOR-MANAGEMENT COMMITTEE**

The Union and the Village agree that, in the interest of efficient management and harmonious employee relations, labor-management meetings will be held if mutually agreed

between no more than three (3) Union representatives and three (3) responsible administrative representatives of the Village. 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 of the implementation and general administration of this Agreement;
- b. a sharing of general information of interest to the parties; and
- c. safety issues.

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

Attendance at labor-management conferences shall be voluntary on the employee's part, and attendance by off-duty personnel during such meetings shall not be considered time worked for compensation purposes. 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 Police Chief or his designee. The Village, in its sole discretion, shall determine its representatives at such meetings.

#### **ARTICLE V** **MANAGEMENT RIGHTS**

Except as specifically modified by other articles of this Agreement, the Union recognizes the exclusive right of the Employer to make and implement decisions with respect to the operation and management of its operations in all respects. Such rights include but are not limited to the following: to plan, direct, control and determine all the operations and services of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which operations are conducted; to determine whether goods or services are made or purchased; to make, alter and enforce rules, regulations, orders and policies; to evaluate employees; to layoff employees; to change or eliminate existing methods, equipment or facilities; to discipline, suspend and discharge non-probationary employees for just cause (probationary employees without cause); and to take any and all actions as may be necessary to carry out the mission of the Village in situations of civil emergency conditions as may be declared by the Village President or by the Village Administrator, which actions may include the suspension of the provisions of this Agreement provided that wage rates and monetary benefits shall not be suspended and providing that all provisions of this agreement shall be promptly reinstated once a civil emergency condition ceases to exist.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Village, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such

specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

**ARTICLE VI**  
**GRIEVANCE PROCEDURE**

Section 6.1. Definition. A “grievance” is defined as a dispute or difference of opinion raised by an employee against the Village during the term of this Agreement involving an alleged violation of an express provision of this Agreement, except that any dispute or difference of opinion concerning a matter or issue which is subject to the jurisdiction of the Village Board of Fire and Police Commissioners shall not be considered a grievance under this Agreement.

Section 6.2. Procedure. The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

Step 1 Any employee who has a grievance shall submit the grievance in writing to the Police Chief or his designee specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than five (5) calendar days from the date of the first occurrence of the matter giving rise to the grievance or within five (5) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The Police Chief or his designee shall investigate the grievance and, in the course of such investigation, shall offer to meet and discuss the grievance within seven (7) calendar days with the grievant and a Union representative. The Police Chief may invite the employee’s supervisor to attend the grievance meeting. During such meeting, the grievant shall provide all relevant facts concerning the alleged contract violation and the parties shall discuss possible resolution of the grievance. If no settlement of the grievance is reached, the Police Chief or his designee shall provide a written answer to the grievant within seven (7) calendar days following the date of the meeting. A grievant may not appeal a grievance to the next step until a meeting with management has occurred at this step and the Village has had a subsequent opportunity to answer the grievance.

Step 2 If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted by the employee in writing to the Village Administrator within seven (7) calendar days after receipt of the Village’s answer in Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Village Administrator or her designee shall investigate the grievance and, in the course of such investigation, shall offer to meet and discuss the grievance within seven (7) calendar days with the grievant and a Union representative. The Village Administrator may invite the

Police Chief to be present at the meeting. If no settlement of the grievance is reached, the Village Administrator or her designee shall provide a written answer to the grievant and the Union, within seven (7) calendar days following the date of the meeting. The Village Administrator's answer shall be final and binding unless the Union appeals to arbitration as provided in Section 3 of this Article. The grievance may not be appealed to arbitration until a meeting with the Village Administrator has occurred at this step and the Village has had a subsequent opportunity to answer the grievance.

Section 6.3. Arbitration. If the grievance is not settled in Step 2 and the Union wishes to appeal the grievance from Step 2 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, by notifying the Village Administrator in writing within ten (10) calendar days of receipt of the Village's written answer as provided to the Union at Step 2:

- (a) The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after the Village's receipt of the Union's notice of referral. In the event the parties are unable to agree upon the arbitrator within said seven (7) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators from Illinois. Either party may require that the panel be comprised entirely of members of the National Academy of Arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Village and the Union shall have the right to strike three (3) names from the panel, with the party who requests arbitration striking first. The person remaining shall be the arbitrator.
- (b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Village representatives. Unless otherwise mutually agreed between the Union and the Village, the hearing shall commence in the Village of Sugar Grove within thirty (30) calendar days of the date the arbitrator accepts his/her appointment.
- (c) The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel.
- (d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of post-hearing briefs by the parties, whichever is later.
- (e) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.
- (f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses. (The grievant and the Union representative(s) will not be paid by the Village for time associated with the grievance procedure.)

Section 6.4. Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issues raised by the grievance as submitted in writing at the First Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 4 shall be final and binding upon the Village, the Union and the employees covered by this Agreement.

Section 6.5. Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted at Step 1 within five (5) calendar days after the first occurrence of the event giving rise to the grievance or within five (5) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

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

Section 6.6. Miscellaneous. No member of the bargaining unit who is serving in acting capacity shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

When practical, the Village will make a good faith effort to meet with the grievant under Steps 1-2 within one (1) hour before or after the start or end of the employee’s scheduled working hours.

The Village and the Union may, by mutual written agreement in a specific instance, skip steps of the grievance procedure or consolidate like grievances. The Union may file grievances on behalf of one or more employees.

Section 6.7. Exclusivity of Grievance Procedure. The grievance procedure set forth in this Article shall be the sole and exclusive means for discussing and processing items subject to the grievance procedure.

Section 6.8. Class Action Grievances. The Parties agree that class action grievances are allowed under this Agreement.

## **ARTICLE VII** **NO STRIKE-NO LOCKOUT**

Section 7.1. No Strike. Neither the Union nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, slowdown, speed-up, sitdown, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass absenteeism, picketing (with respect to wages, hours or terms and conditions of employment or any other labor dispute with the Village) or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing. Any and all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village, subject to any existing appeal or hearing rights to the Village Board of Fire and Police Commissioners. Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 7.2. 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 Union.

Section 7.3. Judicial Restraint. Nothing contained herein shall preclude the Village or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

Section 7.4. Disciplinary Action. Any disciplinary action taken by the Employer against any employee who participates in any action prohibited by Section 1 of this Article shall not be considered as a violation of this Agreement and shall not be subject to the grievance procedure.

## **ARTICLE VIII** **SENIORITY, LAYOFF AND RECALL**

Section 8.1. Definition of Seniority. Seniority shall be based on the length of time from the last date of beginning continuous full-time employment as a sworn peace officer in the Police Department of the Village. Conflicts of seniority shall be determined on the basis of the order of the officers on the Board of Police Commissioners hiring list, with the officer higher on the list being the more senior.

Section 8.2. Probationary Period. All new employees and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of eighteen (18) months of work. During an employee's probationary period, the employee may be suspended, laid off, or terminated at the sole discretion of the Village. No grievance shall be presented or entertained in connection with the suspension, layoff, or termination of a probationary employee.

Section 8.3. Seniority List. The Village will post a current seniority roster on or about the effective date of this Agreement, and, thereafter, on or about January 1 of each year. A copy of the current Seniority List is attached to this Agreement as Appendix "B." The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village in writing within fourteen (14) calendar days after the posting of the list.

Section 8.4. Layoff. The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their length of service as provided by Illinois law, 65 ILCS 5/10-2.1-18. When practicable, the Village shall provide employees with at least fifteen (15) days advance notice of the effective date of such layoff. While on layoff status, employees do not accrue seniority, and are not eligible to receive nor entitled to Village benefits.

Section 8.5. Recall. Employees who are laid off shall be placed on a recall list for a period of one (1) year. 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 fourteen (14) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee must notify the Police Chief or his designee of his intention to return to work within ten (10) calendar days after the date-stamp set forth on the certified mail receipt. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list.

Section 8.6. Termination of Seniority. Seniority and the employment relationship shall be terminated for all purposes if the employee:

- (a) quits or resigns;
- (b) is discharged;
- (c) retires (or is retired pursuant to a legal mandatory retirement age adopted and implemented by the Village);
- (d) falsifies the reason for a leave of absence or is found to be working during a leave of absence without prior written approval of the Village;
- (e) fails to report to work at the conclusion of an authorized leave of absence or vacation;
- (f) is laid off and fails to report for work within fourteen (14) calendar days after having been recalled;

- (g) is laid off for a period in excess of one (1) year;
- (h) does not perform work for the Village for a period in excess of twelve (12) months, provided, however, this provision shall not be applicable to approved absences due to military service, established work related injury compensable under workers' compensation law, or disability pension; or
- (i) is absent for three (3) consecutive scheduled working days without notifying the Village.

Nothing in this Section is intended to interfere with the statutory jurisdiction and authority of the Village of Sugar Grove Board of Fire and Police Commissioners.

### **ARTICLE IX** **HOURS OF WORK AND OVERTIME**

Section 9.1. Application of Article. This Article is intended only as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of a minimum number hours of work per day, per week, or per work cycle.

Section 9.2. Normal Work Day and Work Week. The normal workday shall consist of either eight (8) or (12) hours, as the Village may designate from time to time in its discretion. Employees will normally be assigned to work eighty (80) hours in a 14-day work cycle.

Section 9.3. Normal Work Cycle. The normal work cycle is fourteen (14) days, in accordance with Section 7k of the Fair Labor Standards Act.

Section 9.4. Changes in Normal Work Day, Work Week or Work Cycle. Should it be necessary in the Village's judgment to establish work days, work weeks, or work cycles that differ from the normal work day, work week and work cycle described above, or to change the shift schedule of an employee or employees, the Village will give, if practicable, at least twenty-four (24) hours advance notice of such change to all employees directly affected by such change.

Before instituting a new shift schedule that would affect a majority of bargaining unit employees on a recurring basis, the Village will offer to discuss said change at a labor management meeting under Article IV of this Agreement.

Section 9.5. Overtime Pay. Employees shall be paid one and one-half (1½) times their regular straight time hourly rate for all hours actually worked in excess of eighty (80) in the employee's fourteen (14) day work cycle. An employee's use of paid vacation or personal leave under Section 11.5 will be counted as hours worked for purposes of overtime eligibility under this Section. For any employee to be eligible for overtime pay, the additional time worked must be authorized in advance by the Chief of Police or the Chief's designee. If there is more than 24 hours notice to the Employer of the need for overtime, when practical, the overtime shall be offered in seniority order, starting with the highest seniority, to employees that meet the operational needs

of the available overtime. Employees will be required to work overtime as assigned by the Village, including, but not limited to, employees working the immediately preceding shift being held over.

Section 9.6. Court Time. Employees who are required to make court appearances on behalf of the Village during off-duty hours that they are not scheduled to work will receive a minimum guarantee of two (2) hours pay. The foregoing minimum guarantee shall not apply if court time is within two (2) hours before or after an employee's regularly scheduled working hours, in which case the employee will be paid only for actual hours worked.

Section 9.7. No Pyramiding. Compensation shall not be paid (nor compensatory time ken) more than once for the same hours under any provision of this Article or Agreement. There shall be no pyramiding of overtime or premium compensation rates.

Section 9.8. Shift Bidding. Subject to operational necessity, assignments of shift will be based on seniority. Annually, during the month of October, Union members will bid for shifts based on seniority. The resulting shift assignments for the calendar year will be implemented the following January.

Section 9.9. Rotating Days Off. Subject to operational necessity, Union members will have rotating days off, with the days off rotating every three (3) pay periods, as long as said rotation is the Normal Work Day and Work Week schedule in Section 9.2. Subject to operational necessity, scheduled days off will be consecutive.

## **ARTICLE X** **HOLIDAYS**

Section 10.1. Holidays Observed. All eligible employees shall receive holiday pay for the following designated holidays:

New Year's Day	Thanksgiving Day
Presidents' Day	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	Casimir Pulaski Day (First Monday of March)

Holiday pay shall be eight (8) hours of straight time pay computed at the employee's base rate of pay.

Section 10.2. Eligibility Requirements. In order to be eligible for holiday pay under this Article, an employee must work his full scheduled working day immediately preceding and immediately following the holiday unless proof of sickness or excusable absence is established to the satisfaction of the Village. Employees who are on leave due to a work related injury (including but not limited to PEDTA time and/or workers compensation time) are eligible for this benefit. Employees who are suspended, who are on (non-work related) disability leave, or any other

inactive payroll status (including, but not limited to, an unpaid leave of absence), shall not be eligible for holiday pay. Any member receiving a pension from the Sugar Grove Police Pension Fund is not eligible for holiday pay when holidays occur while that member is receiving said pension.

Section 10.3. Pay for Holiday Work. If the Village requires an employee to work on a recognized holiday, then said employee shall be paid one and one half times the employee's straight time hourly rate of pay, computed at the employee's base rate of pay, for all hours worked on said holiday, in addition to the holiday pay computed in Section 1 of this Article. For purposes of this Section, the holiday shall be deemed to begin at the start of the first regular full shift on the holiday, and shall continue for 24 consecutive hours only.

## **ARTICLE XI**

### **SICK AND PERSONAL LEAVE**

Section 11.1. Paid Sick Leave Accrual. An employee shall accrue paid sick leave at the rate of 3.08 hours on a bi-weekly basis beginning with the first day of employment, up to a maximum of four-hundred and eighty (480) hours. Any employee having accumulated hours in excess of four-hundred and eighty (480) pursuant to the five-hundred and forty (540) maximum accrual hours in past contracts shall receive a payout for any hours in excess of four hundred and eighty (480) on the first pay check following May 1, 2016. Any bargaining unit employee receiving a pension from the Sugar Grove Police Pension Fund is not eligible for paid sick leave accrual while the bargaining unit member is receiving a pension. Employees who are suspended, who are on (non-work related) disability leave, or any other inactive payroll status (including, but not limited to, an unpaid leave of absence), shall not be eligible for sick leave accrual. Employees who are on leave due to a work related injury (including but not limited to PEDAs time and/or workers compensation time) are eligible for this benefit.

Section 11.2. Purpose. Sick leave with pay is a privilege to be used for the employee's own non-work related temporary personal disability or personal illness, or as required by the illness or disability of the employee's immediate family (defined as the employee's parents, spouse, children, step-parents and step-children). Sick leave is not a vested right, and shall only be compensated in accordance with the provisions of this Section. An employee may request advance approval from the Chief of Police or the Chief's designee to use sick leave to attend to a necessary medical or dental appointment which cannot be scheduled during non-work hours. Taking unjustified sick leave shall be considered for serious disciplinary action, up to and including dismissal.

Section 11.3. Use of Accrued Sick Leave. To be eligible for paid sick leave the employee must give as much advance notice as possible, but in no event (except for a bona fide emergency) later than two (2) hours prior to his starting time. In cases of emergency, the Chief of Police or his or her designee may allow less than two (2) hours notice at his or her sole discretion. Such notice shall be given by the employee to a non-bargaining unit supervisor at all times that a non-bargaining unit supervisor is on duty. If no non-bargaining unit supervisor is on duty, notice may be given to the Officer in Charge or other ranking bargaining unit member on duty. While on sick leave the employee must contact a non-bargaining unit supervisor daily notifying the supervisor of the condition of the employee.

Section 11.4. Medical Verification. As a condition to eligibility for paid sick leave under this Article, the Village may require, at its discretion, any employee to submit a physician's certification of illness (for the employee or the employee's immediate family member, as applicable) whenever the employee has been on sick leave for three (3) or more consecutive work days; has had repeated illnesses of shorter periods; calls in sick on the day of, before or after a holiday; or in such other reasonable circumstances as may be deemed appropriate by the Chief of Police or the Chief's designee. The Village also reserves the right, at its discretion, to require an employee utilizing sick leave to submit at any time during such leave to an examination by a doctor designated by the Village, at the Village's expense, for the purpose of determining the employee's fitness for duty.

Section 11.5. Personal Leave. New employees shall be credited with personal leave based on the following schedule:

<b>Start Date</b>	<b>Personal Day Hours</b>
January 1 – April 30	24
May 1 – August 31	16
September 1 – December 31	8

Thereafter, employees shall be credited with 24 hours of personal leave on January 1 of each calendar year. Personal leave must be used before the end of the calendar year in which it is credited, and cannot be carried over into the next calendar year. Unused personal leave shall be forfeited without compensation. Personal leave shall be scheduled and used, at a minimum, in two (2) hour increments. It is expressly understood that the final right to designate, cancel and/or reschedule personal leave, and the final right to determine the maximum number of employee(s) who may use personal leave at any time is exclusively reserved by the Chief of Police in order to insure the orderly performance of the services provided by the Village. Employees who are on leave due to a work related injury (including but not limited to PEDA time and/or workers compensation time) are eligible for this benefit. Employees who are suspended, who are on (non-work related) disability leave, or any other inactive payroll status (including, but not limited to, an unpaid leave of absence), as of January 1 shall not be eligible for personal leave accrual on January 1, but will be credited personal leave according to the new employee schedule above, based on the date the employee returns to active status. Any member receiving a pension from the Sugar Grove Police Pension Fund is not eligible for personal leave accrual while that member is receiving said pension. Any member receiving a pension from the Sugar Grove Police Pension Fund is not eligible for personal leave while that member is receiving said pension.

**ARTICLE XII**  
**VACATIONS**

Section 12.1. Vacation Allowance. No employee shall be eligible to use vacation during his first six (6) months of employment. Following the completion of six (6) months of employment, an employee shall receive forty (40) hours of vacation leave. Thereafter, employees shall earn vacation leave according to the following schedule:

<b>Years of Service</b>	<b>Bi-Weekly Earned Rate</b>	<b>Total Annual Vacation Hours</b>
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6 months to 5 Years	3.08	80
6 to 13 Years	4.62	120
14+ Years	6.15	160

Based on the above schedule, an employee will begin earning 3.08 hours of vacation leave on a bi-weekly basis until the employee completes five (5) years of employment. Beginning on his five-year anniversary, the employee will begin to earn 4.62 hours of vacation leave on a bi-weekly basis, so that by the time the employee has completed his sixth year of employment, the employee will have accrued 120 hours of vacation leave in that sixth year, and so forth. No employee shall be permitted to have more than 160 hours of earned but unused vacation leave at any time, *i.e.*, an employee with 160 hours of accrued vacation shall not accrue any additional vacation.

Section 12.2. Vacation Pay. Vacation pay shall be paid at the rate of the employee's regular straight-time hourly rate of pay in effect on the pay day immediately preceding when the employee takes his vacation.

Section 12.3. Vacation Eligibility. Employees who are suspended, who are on (non-work related) disability leave, or any other inactive payroll status, (including but not limited to an unpaid leave of absence), shall not be eligible for vacation leave accrual. Any member receiving a pension from the Sugar Grove Police Pension Fund is not eligible for vacation leave while that member is receiving said pension. Employees who are on leave due to a work related injury (including but not limited to PEDA time and/or workers compensation time) are eligible for this benefit.

Section 12.4. Vacation Rights Upon Death or Termination. Employees shall receive compensation for all earned, unused vacation as of the employee's date of termination from employment or death prior to separation. Pay will be based upon the rate earned at time of separation.

Section 12.5. Vacation Scheduling. Use of accrued vacation leave must be approved by the Chief of Police or his designee, and shall normally be based upon the staffing and scheduling needs of the Department, or such other factors as the Chief of Police deems appropriate. Sixty-four (64) hours of vacation time shall be scheduled based upon seniority of Union members, starting with the highest seniority, after the annual shift assignments have been determined per Section 9.8 during the initial vacation selection period designated by the Village. All other vacation requests shall normally be considered by seniority on each shift on a first come, first served basis. Once vacation time has been scheduled, it cannot be unreasonably cancelled. Vacation leave must be scheduled and used, at a minimum, in no less than four (4) hour increments. Notwithstanding the foregoing, it is expressly understood that the final right to designate, cancel and/or reschedule vacation periods, and the final right to determine the maximum number of employee(s) who may be on vacation at any time is exclusively reserved by the Chief of Police in order to insure the orderly performance of the services provided by the Village.

**ARTICLE XIII**  
**OTHER LEAVES OF ABSENCE**

Section 13.1. Funeral Leave. Subject to approval by the Chief of Police or his designee, an employee is entitled to twenty four (24) hours of paid leave, if needed, to attend the funeral in the event of a death of an immediate family member, which is defined as: a spouse, children, step-children, grand-children, parents, grandparents, brothers, sisters, and a spouse's parents, grandparents, brothers and sisters. Employees may take up to twenty-four (24) hours of accrued vacation, sick, personal or unpaid leave of absence to attend the funeral of an aunt, uncle or cousin. In the case of the death of a spouse, child or step-child, an employee is entitled to use up to an additional forty-eight (48) hours of accrued vacation, personal, sick leave or unpaid leave of absence (at the employee's discretion). In the event of the death of a spouse, child or stepchild, an employee may take additional accrued vacation, personal, sick or unpaid leave of absence based on the operational needs of the Village and subject to the discretion of the Chief of Police or his designee. The Village reserves the right to require proof of death as a condition of paid leave under this Section.

Section 13.2. Military Leave. Military leave shall be granted in accordance with applicable law.

Section 13.3. Jury Duty. An employee who is required to serve on a jury shall be excused from work without loss of regular straight-time pay for the days or portions thereof on which the employee must be present for such jury service and on which the employee would otherwise have been scheduled to work. The employee shall submit a certificate evidencing that he appeared for jury duty. The employee shall endorse any payment received for the jury duty and tender it to the Village.

Section 13.4. Non-Employment Elsewhere. A leave of absence under any provision of this Agreement will not be granted to enable an employee to try and accept employment elsewhere or for self-employment. Any employee who engages in such employment elsewhere (including self-employment) while on any leave of absence provided in this Agreement may be immediately terminated by the Village. This Section does not, however, apply to authorized secondary employment.

**ARTICLE XIV**  
**WAGES**

Section 14.1. Wages. Employees shall be paid in accordance with the salary schedule attached as Appendix A for the 2015-2016, 2016-2017, 2017-2018, and 2018-2019 fiscal years, effective on the dates indicated on the Appendix. The entry/start rate shall be the normal hiring rate, provided the Village reserves the right to hire an experienced officer at a higher rate, without affecting the probationary period. During the term of this Agreement, employees not at the top of the salary schedule shall be eligible to advance to the next step, as of August 1<sup>st</sup> following the officer's anniversary date of employment as sworn Sugar Grove police officer, provided further, it has been determined by the Village through the performance appraisal process that the officer has met departmental standards during the preceding year.

Section 14.2. Modified Quartermaster System. An employee shall be credited an eight-hundred dollars (\$800.00) value toward the employee's quartermaster account on May 1<sup>st</sup> of each year, beginning May 1, 2016, for use toward uniform replacement. At the end of the fiscal year, up to two-hundred dollars (\$200.00) in a balance in his or her account may be rolled over into a quartermaster account up to one thousand dollars (\$1,000.00). Once every ten years, the funds in this account may be used toward one handgun and one rifle (and appropriate magazines) that meet departmental standards.

The Village will provide a single new NIJ Approved Level 2 body armor vest to all Union members whose newest current vest is five (5) years old or older as of the execution date of this Agreement within a reasonable time period following execution of this Agreement. The Village will provide a single new Level 2 body armor vest to all Union members whose newest current vest reaches five (5) years of age during the term of this Agreement, within a reasonable time period of when the vest reaches five (5) years of age. The brand, model and all other features of the vest shall be at the sole determination of the Village. If the vest being replaced was purchased by the Village, Union members shall turn in the vest that is being replaced upon receiving the replacement vest. Union members will fully cooperate with any efforts of the Village to obtain grant funding for vests.

Section 14.3. FTO Pay. Effective upon execution of this Agreement, an officer assigned as a Field Training Officer for a probationary employee shall be paid an additional two dollars (\$2.00) per hour for each hour the FTO is actually performing such duties. An officer who is certified as an FTO but not performing FTO duties will be ineligible for any FTO pay.

Section 14.4. Officer-In-Charge Pay. Following execution of this Agreement, if an employee is assigned to serve as an Officer-In-Charge ("OIC"), the employee shall be paid an additional one dollar (\$1.00) per hour for each hour of such assignment.

Section 14.5. Specialty Pay. All officers certified in specialty assignments as of October 1<sup>st</sup> of each year shall be eligible to receive Fifty Dollars (\$50.00) on November 1<sup>st</sup> of each year for up to four specialties. Officers may have additional specialty certifications and/or assignments above four, without receiving specialty pay. Specialty certifications shall include State certifications for Juvenile Officer, Breathalyzer Operator, Evidence Technician, Range Officer, Bicycle Officer, Taser Instructor, Truck Enforcement Officer, Gang Officer and Defensive Tactics Instructor.

## **ARTICLE XV** **INSURANCE BENEFITS**

Section 15.1. Health Insurance Plan. Health insurance will be provided during the term of this Agreement. The Village reserves the right to change insurance carriers, HMO's or PPO's, benefit levels, or to self-insure as it deems appropriate, as long as the new basic coverage is substantially similar to those in effect when this Agreement is executed. Employees may elect single or dependent coverage in the Village's health insurance plan during the enrollment period established by the Village. If available and at its discretion, the Village will offer a basic HMO, a basic PPO, and at least one optional HMO and one optional PPO.

Section 15.2. Insurance Premium Allocation. The medical and dental insurance premiums, which may change from time to time, shall be paid for on a contributory basis by the Village and the employee.

Section 15.3. Village Insurance Benefit Reciprocity. In recognition of the desirability of maintaining a uniform policy Village-wide with respect to insurance benefits and notwithstanding the foregoing provisions contained in this Article, the parties agree that if the Village makes any changes, modifications or improvements with respect to any of the Village's health, life, or dental insurance programs that are applicable to all other full-time non-represented Village employees generally, then such changes, modifications, or improvements (including the cost sharing arrangements, which expressly includes premium allocation and any Village contributions to an HSA, between the Village and the employee) shall likewise be applicable to the employees covered by this Agreement on the same terms and on the same date that they are applicable to such other full-time non-represented Village employees. Full-time non-represented employees include employees who are not represented by a labor organization (as opposed to those employees who are not covered by a Labor Agreement) as of the date of the changes, modifications or improvements take place (as opposed to the date of the execution of this Agreement).

Section 15.4. Cost Containment. The Village reserves the right to maintain or institute cost containment measures relative to insurance coverage. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, bounty clause, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 15.5. Life Insurance. During the term of this Agreement, the Village will provide each bargaining unit employee with term life insurance in the amount of Fifty Thousand Dollars (\$50,000.00). The Village retains the right to change insurance carriers or to self-insure this benefit, provided that the Village will pay the premium cost of providing term life insurance under this Section.

Section 15.6. Terms of Insurance Policies to Govern. The extent of coverage under the insurance policies referred to in Section 1 of this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement.

## **ARTICLE XVI** **DISCIPLINE**

Section 16.1. Forum Selection. Prior to filing with the Board of Police Commissioners of the Village of Sugar Grove ("BOPC") any discipline (except a written reprimand or warning), the Chief of Police will issue a written notice of charges to the Employee and the Union that describes the specific grounds for the discipline (including specific facts, and citations to all rules, procedures, or policies that were allegedly violated). The Chief of Police shall have the right to suspend any officer under his command for a period not to exceed five (5) days. In such case, an Employee may only appeal such discipline to the BOPC. When an Employee is charged with a

disciplinary infraction where the penalty results in a suspension of more than five (5) days or termination, the Union has the option of appealing such disciplinary action to either the BOPC or by filing a grievance through the Union in accordance with the grievance procedure set forth in Article VI of this Agreement. In either case, the issue must be appealed to the BOPC or a grievance must be filed within ten (10) business days of receiving written notice of the charge(s) against her or him.

If the discipline is resolved through the grievance procedure, that process will begin at Step 2. In such a case, the Employee shall be deemed to have waived his/her right to appeal the matter to the BOPC.

Section 16.2. Authority of the Arbitrator. The arbitrator's authority shall be limited to the authority provided by Section 6.4 of this Agreement. If the Union elects to appeal the discipline through the contractual grievance procedure, generally, the Village will bear the burden of proving the discipline was issued for just cause by preponderance of evidence. In cases where a stigmatizing or criminal act is alleged to have been committed by the Employee, the arbitrator has the authority to impose a clear and convincing standard if deemed appropriate.

The arbitrator is empowered to order the Employer to make the Employee whole in the event that the arbitrator determines the Village did not have just cause to issue the discipline. The arbitrator shall not have authority to award back-pay for any period prior to the date giving rise to the grievance.

Section 16.3. Cost of Arbitration. The cost of the arbitration shall be shared equally. For purposes of this provision, the term "costs" shall include the arbitrator's fees, attendance fees, and the cost of the hearing room. All other costs will be borne by the respective parties.

Section 16.4. Waiver of right to Arbitration. Regardless of whether the Union elects to have a matter resolved via the grievance process, an Employee may demand to have his/her case heard by the BOPC. If the Employee elects to appeal the discipline through the Board of Police Commissioners, the Employee and the Union shall voluntarily sign and present to the Employer an express waiver of the Employee's right to appeal the matter before an arbitrator. If the Employee elects to have his or her discipline heard by the BOPC, the Union's grievance is deemed withdrawn without prejudice.

Section 16.5. BOPC Review. If an Employee is suspended for five (5) days or less, he/she will have the right to appeal that discipline to the BOPC. During such an appeal, the BOPC will not have the power to suspend for any longer than five (5) days. If additional information is acquired after the Employee is notified in writing of the charge(s), the Village reserves the right to alter or amend the discipline sought. However, if, at any time, the Village seeks more than five (5) days of discipline, the Union has the right to demand the matter be resolved via the grievance process. The Village will bear the burden of proving it issued said discipline for just cause by preponderance of the evidence.

Section 16.6. Exclusive Remedy. Notwithstanding the above, all issues raised through the grievance process shall be resolved exclusively through such process. If a member wishes to

have his/her discipline resolved before the BOPC, the Union's grievance is deemed withdrawn and the matter will proceed before the BOPC.

**ARTICLE XVII**  
**MISCELLANEOUS**

Section 17.1. Gender of Words. The masculine gender as used herein shall be deemed to include the feminine gender, unless the feminine gender is clearly inappropriate in the context of the provisions(s) concerned.

Section 17.2. Medical Examinations. If, at any time, there is a question concerning an employee's fitness for duty, or fitness to return to duty following a layoff, leave of absence of more than three (3) consecutive days for illness, injury or disability leave or an injury to the employee, the Village may require, at its expense, that the employee have a physical examination and/or psychological examination by a qualified and licensed physician and/or psychologist selected by the Village. The Chief of Police or his designee shall provide the employee with a short statement of the reason(s) why the employee is being required to undergo an examination under this Section, such statement to be provided at the time the order is given whenever practicable, or not later than three (3) days of the date of the employee's examination, provided this requirement shall not apply to employees ordered to undergo an exam following a layoff, disability leave or leave of absence of more than three (3) consecutive days for illness or injury. The purpose of an examination under this Section shall be to determine whether the employee is fit to perform the essential duties of his or her position as a Sugar Grove patrol officer. The employee shall have a duty to cooperate with the physician, medical doctor and/or psychologist designated by the Village. An employee who refuses to so cooperate or refuses to authorize disclosure of the results of an examination under this Section to the Village will be subject to discipline up to and including dismissal.

Section 17.3. Physical Fitness Requirements. In order to maintain and improve efficiency in the Police Department, to best protect the public and to reduce insurance costs and risk, the Village may establish reasonable physical fitness requirements for employees, which may include individualized goals and minimum fitness standards. All employees may be required to participate in any such program. Employees who fail to meet minimum fitness standards and who fail to make a good faith effort to achieve individualized goals shall be subject to progressive discipline up to and including discharge.

Before implementing any new physical fitness program for the bargaining unit generally under this Section, the Village will meet and discuss it with the Union under Article IV (Labor Management Committee Meetings.)

Section 17.4. Americans with Disabilities Act. The parties agree that the Village may, notwithstanding any other provisions of this Agreement, take action that is in accord with what is legally permissible under the Americans With Disabilities Act ("ADA") in order to be in compliance with the ADA.

Section 17.5. Drug and Alcohol Testing. The Village may require employees to submit to urinalysis test and/or other appropriate drug or alcohol testing at a time and place designated by the Village, providing, in the opinion of the Police Chief or his designee, there is sufficient cause

for such testing, *i.e.*, reasonable individualized suspicion. Without limiting the foregoing, drug or alcohol testing may also be required at any time when an employee is involved in any work-related incident which has resulted in personal injury or property damage.

The Village may also require employees to participate in random drug and alcohol testing, provided that any such program shall normally be administered by the same outside vendor used by the Village for non-bargaining unit CDL testing. Such outside vendor shall be asked to randomly test employees so that, on average, approximately fifty percent (50%) of the Union members are tested in any given twelve (12) month period.

Tests shall be immediate result (results available within thirty (30) minutes) or delayed result tests. In the event of a positive result on an immediate result test, or at the time of any delayed result test, the employee may request that a blood sample be taken so that a blood test can be performed to verify any positive initial test result. All test results shall be submitted to the Police Chief and/or his designee for appropriate action.

Section 17.6. Prohibition. Use, sale, purchase, delivery or possession of illegal drugs, which shall include medical cannabis until such time as the Village reviews the impact of applicable state statutes and following the conclusion of the Medical Cannabis Pilot Program in Illinois, at any time and at any place (on or off the job) while employed by the Village, abuse of prescribed drugs, failure to report to the Chief any known adverse side effects of medication or prescription drugs which the employee may be taking, consumption or possession of alcohol while on duty, or being under the influence of alcohol while on duty (which shall be defined as a blood alcohol level of .01 or more), shall be grounds for serious discipline up to and including discharge.

Section 17.7. Light Duty. The Employer is not required to create light duty assignments and employees may be allowed to work on light duty, or be assigned to light duty, in the sole discretion of the Police Chief, provided that the light duty assignment is within the treating physician's restrictions.

Section 17.8. Outside Employment. Employees wishing to hold outside jobs, including self-employment, which will not result in a conflict of interest or infringe on the ability to do their job for the Village, shall apply in writing to the Police Chief for approval. The Chief of Police will provide a written response to the request, and approval will not be unreasonably denied. Employees are expressly prohibited from working secondary employment involving gambling, the sale/distribution of alcoholic beverages, investigative work for insurance companies in which the incident occurred in Kane County, any private process services and/or collection agencies, or attorneys practicing in Kane County, unless otherwise approved in a specific instance at the sole discretion of the Police Chief.

While working on outside jobs, employees are not covered by the Village's workers compensation insurance. Nor may employees utilize any Village offices, equipment or information systems in their outside employment. If outside employment, including self-employment, has previously been approved and permitted by the Village, and if it later appears that such outside employment, including self-employment, may result in a conflict of interest or

infringe on the ability of the employee to do his job for the Village, or increase the Village's expose to legal liability, prior approval for such outside employment may be revoked.

Section 17.9. Peace Officer's Bill of Rights. Nothing in this Agreement shall be construed to preclude the applicability of the Peace Officer Bill of Rights as set forth in 50 ILCS 725/1, et seq., but observance of said Bill of Rights or any dispute concerning said Bill of Rights shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Section 17.10. Solicitation. While the Village acknowledges that bargaining unit employees may conduct solicitation on behalf of the Union, the Union agrees that no member of the bargaining unit will personally conduct any solicitations of any Village of Sugar Grove merchants, residents or citizens on behalf of the Union or on behalf of the Sugar Grove Police Department of the Village of Sugar Grove.

Bargaining unit members agree that when it conducts solicitations that are permitted, the Village name, shield or insignia, communication systems, supplies and materials will not be used for solicitation purposes. Solicitation for the benefit of the collective bargaining representative by bargaining unit employees may not be done on work time or in a work uniform. The bargaining unit employees agree that they will not use the words "Sugar Grove Police Department" in their name or describe themselves as the "Village of Sugar Grove." Bargaining unit members shall have the right to explain to the public, if necessary, that they are members of an organization providing collective bargaining, legal defense and other benefits to all patrol-rank police officers employed by the Village.

Except as provided above, the foregoing shall not be construed as a prohibition of lawful solicitation efforts by bargaining unit members directed to the general public. This provision does not apply to solicitation efforts of the Union or any of its agents who are not bargaining unit employees. Each party agrees that they will comply with all applicable laws regarding solicitation. This provision shall not be subject to the grievance and arbitration procedures set forth in this Agreement.

Section 17.11. Application of Agreement to Special Assignment Employees. Notwithstanding anything to the contrary in this Agreement, officers who are assigned to the governmental or inter-governmental agencies having an independent law enforcement authority or basis of jurisdiction, and officers assigned to perform law enforcement functions under the partial direction of another governmental entity shall be subject for the duration of such assignment to the practices, policies, procedures and directives which are generally applicable to officers assigned to that agency or which are applied pursuant to the authority of the other governmental entity, even though such practices, policies, procedures and directive may be inconsistent or in conflict with the provisions of this Agreement. The application of such practices, policies, procedures and directives shall not be subject to the grievance and arbitration procedures of this Agreement.

## **ARTICLE XVIII** **SAVINGS CLAUSE**

Section 18.1. Savings Clause. In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by virtue of legislative action or by any board,

agency or court of competent jurisdiction, such decision shall apply only to the specific Article, section or portion thereof so affected and the remaining provisions of this Agreement shall remain in full force and effect.

## **ARTICLE XIX** **ENTIRE AGREEMENT**

Section 19.1. Entire Agreement. This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

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

By all means, the Union expressly reserves its right to engage in impacts and effects bargaining to the full extent allowed under Illinois law.

Section 19.2. Ratification and Amendment. This Agreement shall become effective when ratified by the Village Board and the Union and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

## **ARTICLE XX** **TERMINATION**

Section 20.1. Termination. This Agreement shall be effective as of the day after it is executed by both parties and shall remain in force and effect until 11:59 p.m. on April 30, 2019. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by certified mail, or hand delivery, at least one hundred twenty (120) days prior to the termination date that it desires to modify this Agreement. The notice shall be considered as given as of the date shown on the postmark, or the date of hand delivery in which case a written, dated receipt shall be made. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the expiration date. 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 procedures are continuing for a new Agreement, or part thereof, between the parties. In the event that either party desires to terminate this Agreement, written notice must be given to the other party no later than ten (10) days prior to the desired termination date.

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.

By all means, the Union expressly reserves its right to engage in impacts and effects bargaining to the full extent allowed under Illinois law.

Section 19.2. Ratification and Amendment. This Agreement shall become effective when ratified by the Village Board and the Union and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

**ARTICLE XX**  
**TERMINATION**

Section 20.1. Termination. This Agreement shall be effective as of the day after it is executed by both parties and shall remain in force and effect until 11:59 p.m. on April 30, 2019. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by certified mail, or hand deliver, at least one hundred twenty (120) days prior to the termination date that it desires to modify this Agreement. The notice shall be considered as given as of the date shown on the postmark, or the date of hand delivery in which case a written, dated receipt shall be made. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the expiration date. 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 procedures are continuing for a new Agreement, or part thereof, between the parties. In the event that either party desires to terminate this Agreement, written notice must be given to the other party no later than ten (10) days prior to the desired termination date.

Executed this 17<sup>th</sup> day of May, 2016, after ratification by the Union's membership and after receiving official approval by the President and Board of Trustees of the Village.

ILLINOIS FOP LABOR COUNCIL

*Richard Stanger*  
*ILF*

*[Signature]*  
*[Signature]*

VILLAGE OF SUGAR GROVE

*P. Dea Michel*

Attest: *Cynthia Malbeath*  
Village Clerk

**APPENDIX A**

**WAGES**

	START	A	B	C	D	E	F	G	H
5/1/15 - 4/30/16	\$ 50,890	\$ 53,740	\$ 56,591	\$ 59,441	\$ 62,292	\$ 65,142	\$ 67,993	\$ 70,843	\$ 73,694
	\$ 24.47	\$ 25.84	\$ 27.21	\$ 28.58	\$ 29.95	\$ 31.32	\$ 32.69	\$ 34.06	\$ 35.43
5/1/16 - 4/30/17	\$ 52,035	\$ 54,949	\$ 57,864	\$ 60,778	\$ 63,694	\$ 66,608	\$ 69,523	\$ 72,437	\$ 75,352
+2.25%	\$25.0168	\$26.4179	\$27.8194	\$29.2204	\$30.6219	\$32.0229	\$33.4244	\$34.8255	\$36.2270
5/1/17 - 4/30/18	\$ 53,336	\$ 56,323	\$ 59,311	\$ 62,298	\$ 65,286	\$ 68,273	\$ 71,261	\$ 74,248	\$ 77,236
+2.50%	\$25.6423	\$27.0783	\$28.5149	\$29.9509	\$31.3875	\$32.8235	\$34.2601	\$35.6961	\$37.1327
5/1/18 - 4/30/19	\$ 54,803	\$ 57,872	\$ 60,942	\$ 64,011	\$ 67,081	\$ 70,150	\$ 73,221	\$ 76,290	\$ 79,360
+2.75%	\$26.3474	\$27.8230	\$29.2990	\$30.7746	\$32.2506	\$33.7261	\$35.2022	\$36.6777	\$38.1538

No later than June 1, 2016, or 30 days after this Agreement is executed whichever is later, the Village shall issue a lump sum payout of 3.0% through the normal payroll system for all salary earned for hours worked as a Patrol Officer for the period of May 1, 2015 – April 30, 2016 for all officers who are active members of the Union as of the execution of this Agreement.

**SIDE LETTER**

This is a side letter to the 2015-2019 collective bargaining agreement between the Village of Sugar Grove (Village) and the ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL (Union). The parties hereby agree as follows:

**All outstanding grievances and unfair labor practice charges filed prior to the date of execution of this Agreement shall be deemed effectively resolved and withdrawn. The Union shall refrain from filing any other grievances, administrative (including unfair labor practice charges) or judicial challenge under any provision of the May 1, 2011 through April 30, 2015 Agreement between the Village and MAP.**

Agreed:

By: *P. Sean Michels*  
Village

By: *Richard J. Stempfer*  
Union