

AGREEMENT

between

VILLAGE OF SUGAR GROVE

and

**ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL**

Representing Sergeants

May 1, 2019 through April 30, 2023

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 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 I **RECOGNITION AND REPRESENTATION**

Section 1.1. Recognition of Bargaining Agent. The Village recognizes the Union as the sole and exclusive bargaining representative for all sworn full-time peace officers employed by the Village holding the rank of Sergeant, but excluding employees holding the rank of Patrol Officer; employees holding an appointed position or rank above that of Sergeant; employees excluded from the definition of "peace officer" as defined in Section 3(k) of the Illinois Public Labor Relations Act; and all other Village employees, including but not limited to professional employees; supervisory employees; short-term employees; managerial employees; and confidential employees as defined by the Illinois Public Labor Relations Act.

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, pursuant to the provisions of the Illinois Public Labor Relations Act.

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 (15th) 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. Section 3.2 of this Agreement historically addressed the subject of "fair share" fees collected from full time peace officers who were not members of the Union for collective bargaining and contract administration services provided by the Union pursuant to Section 315/6(e) of the Illinois Labor Relations Act. On June 27, 2018, in *Janus v. AFSCME, Council 31*, 138 S. Ct. 2448 (2018), the Supreme Court of the United States declared that "fair share" fees, statutory procedures and public sector union contracts provisions related thereto were unconstitutional. The decision also held that neither an agency fee nor any other payment to the Union could be deducted from a non-union member's wages, nor any other attempt could be made to collect such a payment, unless the employee affirmatively consented to the same. The Parties acknowledge and agree that they will abide by the Supreme Court's ruling in the *Janus* decision. Furthermore, pursuant to the provisions of Section 3.3, the Union agrees to assume full responsibility to defend and indemnify the Village in the event of any claim to recover any "fair share" or "agency fees" collected by the Union subsequent to the issuance of the *Janus* decision."

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. The Union shall notify the Village of the identity of the Union Officers or stewards within 10 days of the effective date of this Agreement and thereafter as the Union Officers or stewards 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 two (2) Union representatives and two (2) 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:

1. discussion of the implementation and general administration of this Agreement;
2. a sharing of general information of interest to the parties; and
3. 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 (i.e., the Village is not requiring an employee to attend), 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 without pay and permitted only upon prior approval of the Police Chief or his designee. An employees' hours may be adjusted by the Chief to accommodate such meeting. The Village and the Union will have the sole discretion to determine their respective 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 determine the department and overall budget, 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 including hours of operation; 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, delete, and enforce rules, regulations, orders and policies; to evaluate employees; to layoff employees; to change or eliminate existing methods, equipment or facilities; to suspend, discharge and/or otherwise discipline non-probationary bargaining unit 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 (including insurance 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 Village will have the exclusive right to determine and manage all matters which the employer is not required to bargain in accord with the Act or this Agreement.

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 set forth in Section 7.4. 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 7.1 of this Article shall not be considered as a violation of this Agreement and shall not be subject to the grievance procedure, except that the issue of whether an employee actually engaged in a prohibited action shall be subject to the grievance and arbitration procedure.

ARTICLE VIII
SENIORITY, LAYOFF AND RECALL

Section 8.1 Definition of Seniority. Contractual seniority shall be based the on the length of time from the employee's most recent date of promotion to the rank of Sergeant in the Police Department of the Village.

Section 8.2 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. 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. Such posting does not limit any Union right that may otherwise exist to reasonably request a seniority list at other times.

Section 8.3 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 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, except that nothing in this section shall be construed to waive an employee's right to any benefit to which the employee is entitled under state or federal law.

Section 8.4 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 8.5. Termination of Seniority. Seniority and the employment relationship shall be terminated for all purposes if the employee:

- a) quits or resigns;
- b) is discharged for just cause;
- c) retires;
- d) is laid off and fails to report for work within fourteen (14) calendar days after having been recalled;
- e) is laid off for a period in excess of one (1) year;
- f) 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.

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 except as otherwise provided in this agreement.

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 for purposes of 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 (1 ½) 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. Employees will be required to work overtime as assigned by the Village.

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 taken) 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.

ARTICLE X
HOLIDAYS

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

New Year's Day
Presidents' Day
Memorial Day
Independence Day
Labor Day

Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
Casmir Pulaski Day (First Monday of March)

Section 10.2. Holiday Pay. Holiday pay shall be eight (8) hours of straight time pay computed at the employee's base rate of pay.

Section 10.3. 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 suspended, who are on disability leave (other than up to one (1) year of Public Employee Disability Act (PEDA) leave when an employee shall be eligible) or any other inactive payroll status, including but not limited to layoff and personal leaves, shall not be eligible for holiday pay.

Section 10.4. 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 3.70 hours on a bi-weekly basis beginning with the first day of employment, up to a maximum of four-hundred and eighty (480) hours. Sick leave shall not accrue during any period of unpaid leave, layoff or period of disability leave (non-duty related or duty related after an employee exhausts PEDA).

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 use sick leave

to attend to a necessary medical or dental appointment which cannot be scheduled during non-work hours, by giving the Chief of Police or his designee reasonable advance notice of the appointment, unless advance notice is impracticable under the circumstances. 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 later than two (2) hours prior to the employee's scheduled start time, unless otherwise prevented from doing so by the nature of the disability. Such notice shall be given by the employee to the Police Chief or his designee. While on sick leave the employee must contact and advise the Police Chief or his designee on a daily basis notifying the Chief of the employee's condition, unless such requirement is excused in a specific instance by the Chief. Employees may use sick leave in two (2) hour increments.

Section 11.4 Personal Leave 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 of two hours, with one (1) hour increments thereafter. 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.

ARTICLE XII
VACATIONS

Section 12.1. Vacation Allowance. No new employee, who for purposes of this Section 12.1 shall mean an employee hired to the rank of sergeant from an outside agency or police department, shall be eligible to use vacation during his first six (6) months of employment. Following the completion of six (6) months of employment, the new employee shall receive forty (40) hours of vacation leave. Thereafter, employees earn vacation leave according to the following schedule:

Years of Service with Village	Bi-Weekly Earned Rate	Total Annual Vacation Hours
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, a new 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 new employee will begin to earn 4.62 hours of vacation leave on a bi-weekly basis, so that by the time the new employee has completed his sixth year of employment, the new employee will have accrued 120 hours of vacation leave in that sixth year, and so forth. Employees promoted to the rank of sergeant from the Village Patrol division shall earn vacation pursuant to the schedule above and their years of employment. 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.

Section 12.3. Vacation Eligibility. Vacation leave is not earned during an unpaid leave of absence, layoff or disability leave, or any inactive payroll status (including but not limited to workers' comp leave and disability pension).

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. Vacation requests shall normally be considered by seniority on each shift during the initial vacation selection period designated by the Village, prior to January 1 or each year, and thereafter on a first come, first served basis. Vacation leave must be scheduled and used, at a minimum, in no less than eight (8) hour increments. Vacation leave, not selected during the initial period, 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 a maximum 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. The Village reserves the right to require proof of death as a condition of paid leave under this Section.

Section 13.2. Military Leave. Employees who enter the armed services of the United States, or who are members of the National Guard or any of the Reserve Components of the Armed Forces of the United States shall be entitled to all the rights and privileges conferred by any applicable federal or state law, Act, Executive Orders, or regulations.

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 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.

Section 13.5. Family Medical Leave Act. The Village agrees to abide by the provisions of the Family and Medical Leave Act of 1993, as amended from time to time. The parties agree that the Village may adopt policies to implement the Family and Medical Leave Act of 1993 as provided in the Act and the applicable rules and regulations issued thereunder.

Section 13.6. Injury Leave. An Employee on leave under PEDDA shall continue to accrue benefits under this agreement per the Act.

ARTICLE XIV WAGES

Section 14.1. See Appendix A.

Section 14.2. Modified Quartermaster System. An employee shall be credited an nine-hundred dollars (\$900.00) value toward the employee's quartermaster account on May 1st of each year, 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 one hundred dollars (\$1,100.00). 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. Specialty Pay. All Sergeants certified in specialty assignments as of October 1st of each year shall be eligible to receive Seventy-Five Dollars (\$75.00) on November 1st of each year for up to four specialties. Sergeants 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 **BOARD OF FIRE AND POLICE COMMISSIONERS**

Section 16.1. Board of Fire and Police Commissioners. The parties recognize that the Village Board of Fire and Police Commissioners has certain statutory authority over employees covered by this Agreement, including but not limited to the right to make, alter and enforce rules and regulations. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Board of Fire and Police Commissioners of the Village of Sugar Grove, except as expressly stated herein.

Section 16.2. Discipline. The Chief of Police shall have the sole authority to discipline. At the employee's choice, discipline may be reviewed through the Grievance Procedure. Oral or written reprimands are not subject to the Grievance Procedure.

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. The Village may, at any time, require an employee to submit to a physical examination and/or psychological examination by a qualified and licensed medical doctor selected by the Village if 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) days for illness, injury or disability leave or an injury to the employee. In such cases, the Chief of Police or his designee shall provide the employee with a short statement in writing setting forth the reason(s) why the employee is being required to submit to an examination under this Section. When practicable, this statement will be provided to the employee at the time the order to submit to an examination is given, but in no event later than three (3) days before such examination;

provided, however, this requirement shall not apply to an employee 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 the employee's position as a Sugar Grove patrol officer. The employee shall cooperate with the medical doctor designated by the Village. An employee who refuses to 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.

As a condition of eligibility for paid sick leave under Article XI Section 11.1 of this Agreement, an employee may be required, at the Village's discretion, 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.

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 age based physical fitness requirements for employees which may include individualized goals and age based minimum fitness standards. This requirement will only apply to employees promoted after May 1, 2012. All employees promoted after May 1, 2012 may be required to participate in any such program. Employees who fail to meet the fitness standard shall be given three more opportunities to pass that test within reasonable intervals and within nine (9) months of not passing the first test. 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 which shall be subject to the disciplinary review procedures in this Agreement.

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.

Section 17.4. 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. Reasonable suspicion shall be established by a signed statement testifying as to the reasons for 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 bargaining unit members are tested in any given twelve (12) month period.

At the time of any urinalysis or other test, the employee may request that a second sample be taken at the same time so that a test can be performed on the second sample if the employee tests positive in the urinalysis or other test. The test results shall be submitted to the Police Chief and/or his designee for appropriate action.

The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Any such challenges arising from the same test shall be consolidated into a single grievance.

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 17.5. 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 17.6. 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 Chief of Police 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 Chief of Police.

While working on outside jobs, employees are not covered by the Village's workers compensation insurance. Employees may not 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, results in a conflict of interest or infringes on the ability

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

Section 17.7. Solicitation. 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 and if the Union conducts solicitations that are otherwise lawful, 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 Union agrees it will not use the words "Sugar Grove Police Department" in its name or describe themselves as the "Village of Sugar Grove."

Each party agrees that they will comply with all applicable laws regarding solicitation.

Section 17.8. Application of Agreement to Special Assignment Employees. Notwithstanding anything to the contrary in this Agreement, officers who are assigned to 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 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.

Section 17.9. Line-of-Duty Death Acknowledgement. Officers killed in the line-of-duty shall have their duty badge issued to their surviving family and an exact duplicate shall be displayed in public. No officer shall be allowed or permitted to use the same badge number unless he/she is a surviving family member to the deceased officer.

Section 17.10. Retirement ID. Upon written request, a Sergeant who has retired in good standing from the Sugar Grove Police Department, shall be issued a retirement ID card.

PERSONNEL FILES

Section 18.1. The Village agrees to abide by the lawful requirements of the Illinois Compiled Statutes, 820 ILCS 40/.01 *et seq.* The Village's personnel and disciplinary history files relating to any employee shall be open and available for inspection by the affected employee during regular business hours with seven (7) days notice.

Such access shall be limited to personnel documents which have been or are intended to be used when determining that employee's qualification for employment, promotion, transfer,

additional compensation, discharge or other disciplinary actions; such access shall not include access to materials listed in Section 10(a)-(g) of Chapter 820, Act 40 Illinois Compiled Statutes. 820 ILCS 4/10(a)-(g).

ARTICLE XIX **SAVINGS CLAUSE**

Section 19.1. Savings Clause. In the event any Article, section or portion of this Agreement should be held unlawful, invalid, and/or unenforceable by virtue of legislative action or by action of any board, agency, Federal or State Executive Order, 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. 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, unenforceable.

ARTICLE XX **ENTIRE AGREEMENT**

Section 20.1. 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. 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.

Section 20.2. 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 XXI **TERMINATION**

Section 21.1. Termination. This Agreement shall be effective as of May 1, 2019 and shall remain in force and effect until 11:59 p.m. on April 30, 2023. 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. No provisions in the agreement are retroactive unless specifically designated as such.

APPENDIX A

Wage Schedule

	START	A	B	C	D	E
5/1/19 - 4/30/20	\$ 79,766	\$ 81,760	\$ 83,804	\$ 85,900	\$ 88,047	\$ 90,248
+2.1%	\$ 38.3493	\$ 39.3079	\$ 40.2906	\$ 41.2979	\$ 42.3304	\$ 43.3885
5/1/20 - 4/30/21	\$ 81,960	\$ 84,009	\$ 86,109	\$ 88,262	\$ 90,468	\$ 92,595
+2.6%	\$ 39.4039	\$ 40.3889	\$ 41.3986	\$ 42.4336	\$ 43.4944	\$ 44.5166
5/1/21 - 4/30/22	\$ 84,214	\$ 86,319	\$ 88,477	\$ 90,689	\$ 92,956	\$ 95,141
+2.75%	\$ 40.4875	\$ 41.4995	\$ 42.5371	\$ 43.6005	\$ 44.6905	\$ 45.7408
5/1/22 - 4/30/23	\$ 86,530	\$ 88,693	\$ 90,910	\$ 93,183	\$ 95,513	\$ 97,900
+2.9%	\$ 41.6009	\$ 42.6408	\$ 43.7068	\$ 44.7996	\$ 45.9195	\$ 47.0673

Step movement will take place August 1 of each year in accordance with the Village's policy.

Village of Sugar Grove Patrol officers who are promoted to the rank of Sergeant and into the bargaining unit shall be placed at the Start rate or at the next highest Sergeant level that provides for an increase from their patrol salary.

Executed this _____ day of 2019, _____, 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 Stumper

VILLAGE OF SUGAR GROVE ~~UNION~~

P. San michals

Attest:

Cyndy Galbreath
Village Clerk