

# **ILLINOIS FOP LABOR COUNCIL**

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**and**

## **VILLAGE OF COAL VALLEY**

**Sergeants & Police Officers**

**January 1, 2021 – December 31, 2023**

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**AN AGREEMENT BETWEEN**  
**THE VILLAGE OF COAL VALLEY, ILLINOIS**  
**AND**  
**ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL**  
**REPRESENTING**  
**THE VILLAGE OF COAL VALLEY UNIT #752**

**From January 1, 2021 through December 31, 2023**

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## **ARTICLE 1 – PREAMBLE**

This Agreement is made and entered into by and between Village of Coal Valley (hereinafter called the “Employer”), and Illinois Fraternal Order of Police Labor Council representing The Village of Coal Valley Lodge No. 752 (hereinafter called the “Labor Council”).

## **ARTICLE 2 – RECOGNITION**

### **Section 2.1: Exclusive Bargaining Unit**

The Employer hereby recognizes the Labor Council as the exclusive bargaining agent for its employees employed at its facility located at 900 1st Street., Coal Valley, Illinois. The term Employee shall include all employees employed at the facility as full-time sworn police officers in the rank of sergeant and below, but excluding all sworn police officers above the rank of sergeant, all civilian personnel and any other employees excluded by the Illinois Public Labor Relations Act and excluding all other employees employed by The Village of Coal Valley.

### **Section 2.2: Male Pronoun**

The use of the male pronoun “he” or “his” shall be deemed to include female employees as well.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

### **Section 3.1: Inherent Rights**

Except as expressly modified by a specific provision of this Agreement, the Employer reserves and retains solely and exclusively all of its inherent rights to manage the police department as such rights existed prior to the execution of any Agreement with the Labor Council, and the Employer has the management rights as stated in the Act.

### **Section 3.2: Operations**

It is expressly recognized that the Employer shall have the exclusive right to determine partial or permanent discontinuance of operations or partial or complete shutdown or transfer of operations.

### **Section 3.3: Collective Bargaining**

The Employer shall not be required to bargain over matters of managerial policy, which shall include, but not be limited to, such areas of discretion or policy as the functions of the Employer, standards of services, its budget, the organizational structure and selection of new employees, examination techniques, direction of employees, alter and enforce reasonable rules, regulations, orders and policies; to evaluate, promote or demote employees; and to establish reasonable performance standards. The Employer, however, shall be required to bargain collectively with regard to policy matters directly affecting wages, hours and terms and conditions of employment as well as the impact thereon upon request by Employee representatives.

### **Section 3.4: Part-Time Officers**

Due to the business requirements of the Employer's business, the Chief of Police, Lieutenant(s) and regular part-time officers may perform work that is normally performed by employees covered by this Agreement.

## **ARTICLE 4 – DRUG AND ALCOHOL TESTING**

### **Section 4.1: Policy**

It is the policy of the Employer that the public has the reasonable right to expect persons employed by the Employer to be free from the effects of drugs and alcohol. The Employer, as the Employer, has the right to expect the employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate Illinois law.

### **Section 4.1(a): Definitions**

1. **"Abuse of alcohol or a legal drug"**: Any use of alcohol or a legal drug which impairs an individual's faculties (other than use of a legal drug for appropriate purposes in accordance with applicable medical directions).
2. **"Alcohol"**: Ethanol, isopropanol, or methanol.

3. "Drug", "drugs" or "illegal drugs": Any drug or substance defined as controlled substance and included in Schedules I, II, III, IV, or V under the Federal Controlled Substances Act, 32 U.S.C. Section 801 et. Seq.

**Section 4.1(b): Prohibition**

Employees shall be prohibited from:

- (A) Consuming or possessing alcohol or illegal drugs (unless in accordance with duty requirements) at any time during the work period or anywhere on the Employer premises or job sites, including all Employer buildings, properties, vehicles and the Employee's personal vehicle while engaged in Employer business;
- (B) Illegally selling, purchasing or delivering any illegal drug (unless in accordance with duty requirements) during the work period or on the Employer's premises;
- (C) Being under the influence of alcohol or illegal drugs during the course of the work period.
- (D) Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.
- (E) Refusing to submit to a drug/alcohol test that the Employer has requested pursuant to this policy shall result in withdrawal of an offer of employment to a job applicant or possible discipline up to and including discharge of an existing employee.
- (F) Engaging in conduct prohibited by this Section may result in discipline up to and including discharge, and a positive drug or alcohol test may result in discipline up to and including discharge.

**Section 4.1(c): Drug and Alcohol Testing Permitted**

- (A) Where the Employer has reasonable suspicion to believe that an Employee is under the influence of alcohol or illegal drugs during the course of the work period, the Employer



shall have the right to require the Employee to submit to alcohol and drug testing as set forth in this Agreement. Reasonable suspicion shall be based upon evidence drawn from specific facts and reasonable inferences.

- (B) The Employer shall have the right to require the Employee to submit to alcohol and/or drug testing as set forth in this Agreement when required by Federal Law or regulation, or by any other applicable law.
- (C) The Employer may conduct lawful drug tests as it may deem appropriate for persons seeking employment as employees prior their date of hire.
- (D) When a law enforcement officer acting within the scope of his or her law enforcement duties discharges his or her firearm resulting in injury or death to a person or persons pursuant to 50ILCS 727/1-25, the Employer shall have the right to order the officer to submit to alcohol or drug testing set forth in this Agreement. At least one official must certify that the officer discharged his or her firearm resulting in injury or death to a person or persons, prior to any order given to submit to the testing authorized herein.

**Section 4.1(d): Order to Submit to Testing**

At the time an Employee is ordered to submit to testing authorized by this Agreement, the Employer shall provide the Employee with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The Employee shall be permitted to consult with a representative of the Labor Council at the time the order is given. Testing shall not be unreasonably delayed by reason of the Employee's inability to consult legal counsel or affording the Employee the right to Labor Council representation and/or legal counsel. Employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

**Section 4.1(e): Tests to be Conducted**

In conducting the testing authorized by this Agreement, the Employer, the Clinical Laboratory, or Hospital Facility shall:

- (A) Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the Substance Abuse and Mental Health Services Administration (S.A.M.H.S.A.) or the U.S Department of Health and Human Services (D.H.H.S.).
- (B) Ensure the laboratory facility selected conforms to all S.A.M.H.S.A. or D.H.H.S. standards.
- (C) Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result. No Employee with the Village of Coal Valley shall be permitted at any time to become a part of such chain of custody.
- (D) Collect a sufficient sample of the same bodily fluid or material from an Employee to allow for initial screening, a confirmatory test and a sufficient amount to set aside reserved for later testing if requested by the Employee.
- (E) Collect samples in such a manner as to preserve the individual Employee's right to privacy ensure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitted samples or where there is reasonable belief that the Employee has attempted to compromise the accuracy of the testing procedure.
- (F) Confirm any sample that tests positive in the initial screening for drugs by testing the second portion or the same sample by gas chromatography mass spectrometry (GCMS)

or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.

- (G) Provide the Employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the Employee's own choosing, at the Employee's own expense; provided the Employee notifies the Employer within seventy-two (72) hours of receiving the results of the tests.
- (H) Require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing, or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of test administered), the Employer will not use such information in any manner or forum adverse to the Employee's interests.
- (I) Require that with regard to alcohol testing, for the purpose of determining whether the Employee is under the influence of alcohol, test results showing an alcohol concentration of .08 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive (Note: the foregoing standard shall not preclude the Employer from attempting to show that test results between .05 and .08 demonstrate that the Employee was under the influence.
- (J) Provide each Employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results.
- (K) Ensure that no Employee is the subject of any adverse employment action except emergency temporary reassignment or relief from duty with pay during the pendency of

any testing procedure. Any such emergency reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

## **ARTICLE 5 – GRIEVANCE PROCEDURE**

### **Section 5.1: Definition**

A grievance is defined as any dispute arising during the term of this Agreement between the Employer and any Employee regarding the application, meaning or interpretation of a specific section of this Agreement.

### **Section 5.2: Grievance Steps**

Step One: An Employee who has a grievance shall present the grievance to the Chief of Police within five (5) regular working days after the event has occurred giving rise to the claimed grievance or within five (5) regular working days from the date the grievant could reasonably have learned of the circumstances which give rise to the grievance, in writing. The Chief of Police shall give his written answer to the Employee within five (5) regular working days after the grievance has been presented to him.

Step Two: If the Employee is not satisfied with the answer in Step One, he may submit his grievance in writing to the Village Administrator within five (5) working days after the Step One answer is due. The Village Administrator shall render a written response to the grievance in Step Two within five (5) regular working days after the grievance has been presented in Step Two.

Step Three: If the grievance is not resolved in Step Two, the grievant may submit the grievance in writing to the Village Board by delivery to the Village Administrator within five (5) regular working days of the Step Two answer. The Village Board shall render a written response to the grievance in Step Three within thirty (30) regular working days after the grievance has been presented in Step Three.

Step Four: If the grievance is not resolved in Step Three, the Labor Council may submit the grievance to arbitration by giving the Employer written notice to proceed to arbitration within ten (10) regular working days after receiving the answer in Step Three.

A representative of the Employer and the Council shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. Each party shall have the right to reject one list in its entirety. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the Employer and the Council. The winner of a "coin toss" shall determine the first to strike. The person whose name remains on the list shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Council. The letter shall request the arbitrator to set a time and place for hearing the grievance, subject to availability on the part of the Employer and the Council. Hearings shall be conducted at the Village of Coal Valley, unless otherwise mutually agreed.

The Employer and the Council shall have the right to request the arbitrator to require the presence of witnesses and documents with each party bearing their own expense. The expenses and fees of arbitration and the cost of the hearing room shall be shared equally between the Employer and the Council. Cost of the arbitration shall include the arbitrator's fees, room cost and transcription costs for the arbitrator's transcript if so requested by the arbitrator. Each party shall bear the cost of its own transcript if they require one.

The decision and award of the arbitrator shall be made within thirty (30) days following the end of hearings or the submission of briefs, whichever is later and shall be final and binding on the parties involved. The arbitrator shall act in a judicial, not legislative, capacity and shall confine his award to the facts of the grievance before him and the expressed terms of the Agreement and shall not alter,

amend, modify or ignore the terms of the Agreement. The arbitrator shall have no power to establish wage scales or change established wage scales.

All awards of back pay shall be limited to the amount of back wages the Employee would have otherwise earned from his regular and normal employment with the Employer during the period between his termination and reinstatement, if reinstatement is ordered, less any unemployment or other compensation for personal services which he may have received from any source during the period. The Employee has an obligation to seek other employment.

### **Section 5.3: Time Limits**

Grievances not filed or appealed within the designated time limits will be treated as having been dropped. The time limits at any step or for any hearing may be extended, in writing by mutual agreement of the parties involved in that particular step. Failure of the Employer to answer grievances within the time limits prescribed in each step of the grievance procedure shall permit an appeal by the Employee or the Labor Council to the next step of the procedure. For purposes of this article only, the term "workday" is defined as a day which occurs on Monday through Friday, excluding holidays.

### **Section 5.4: Violation of Agreement**

All written grievances shall state a description of the dispute, the article and specific section of the Agreement alleged to have been violated, the date of the violation and the relief requested. Only individual grievances will be allowed, no grouping of grievances will be permitted.

### **Section 5.5: Termination of Grievance**

Grievances regarding dismissal must be appealed directly to the second step of the grievance procedure and such grievances must be filed within five (5) working days of the termination of employment.

## **ARTICLE 6 – LABOR COUNCIL BUSINESS**

### **Section 6.1: Stewardship**

The Labor Council may designate one Employee to act as Labor Council Steward. The Labor Council shall notify the Employer in writing of the name of the Steward who is authorized to represent the Labor Council, and the name of any Employee who is designated to replace a Steward. Stewards shall not conduct Labor Council business during working time unless they have received prior permission from the Chief of Police. Labor Council Stewards, representatives and employees shall not be paid while they are engaged in Labor Council business, including but not limited to, the processing of grievances, contract administration and contract negotiations unless attendance is required by the Employer during working time.

### **Section 6.2: Outside Representatives**

Outside representatives of the Labor Council will not interfere with the Employer's business or with employees during working hours or come on Employer premises for Labor Council Business except for the administrative office and then only when advance permission has been obtained from the Chief of Police or his designee.

### **Section 6.3: Employee Delegates**

Any Employee(s) chosen as delegates to attend a Fraternal Order of Police or Illinois Fraternal Order of Police Labor Council seminar or meeting shall be allowed use of available time off options (vacation, personal time and holiday) to attend such meetings or seminars provided the Employer determines the staffing level is adequate.

## **ARTICLE 7 – NO STRIKE/NO LOCKOUT**

### **Section 7.1: Strikes Prohibited**

The Labor Council agrees on behalf of itself, its officers, agents, members and employees represented by it, that neither it nor they will, during the life of this Agreement, or any extensions

thereof, incite, call, sanction, condone or participate in any strike, picketing (except informational picketing which does not interfere or result in withholding of service), stoppage of work, slow-down, withholding of services or any intentional interference with services of any kind for any reasons nor engage in such acts or conduct in recognition or support of issues involving employees or individuals outside the bargaining unit encompassed by this Agreement. In the event of any of the above actions, the Employer shall notify the officers of the Labor Council and the officers shall take whatever lawful steps are necessary to prevent or terminate the prohibited conduct. No Employee shall refuse to cross a picket line during the term of this Agreement. Any Employee participating in any action prohibited by this article or who refuses to perform his duties because of a strike or picket line shall be subject to discharge. The only matter which may be made subject of a grievance concerning disciplinary action imposed for an alleged violation of this Section 7.1 is whether or not the Employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

#### **Section 7.2: Lockouts Prohibited**

The Employer agrees that neither it nor its representatives will put into effect any lock-out during the term of this Agreement. The term lock-out does not include layoffs, a curtailment of operations, termination of employees or complete or partial termination of the Employer's business.

### **ARTICLE 8 – SENIORITY**

#### **Section 8.1: Probationary Period**

The first year of continuous service will be a probationary period during which time the Employee has no seniority standing and will be subject to layoff or discharge at the sole discretion of the Employer without recourse to the grievance and arbitration procedures contained in the Agreement.

#### **Section 8.2: Layoffs and Recalls**

Layoff and recalls of employees shall be in compliance with ILCS 65 ILCS 5/10-2.1-18.



### **Section 8.3: Termination of Seniority**

An employee's seniority and his employment with the Employer shall terminate upon the occurrence of any of the following:

1. Quits or retires;
2. Discharge for just cause;
3. Terminated due to the permanent shutdown of the Employer's facilities or any portion thereof;
4. Absent for three (3) consecutive working days without a notification to the employer, during such period, of the reason for absence;
5. Failure to return to work within fourteen (14) days of notification to return to work after layoff. Certified mail to last known address shall be used in notifying employees to return to work with date of notification to be from date the letter was mailed.

## **ARTICLE 9 – HOURS OF WORK**

### **Section 9.1: Work Schedule**

The normal two (2) week work schedule shall consist of eighty-four (84) hours of work, seven (7) – twelve (12) hour shifts. The schedule is outlined in Appendix "B" and is attached hereto and made part of this Agreement. In the event the Chief of Police determines there is an emergency or unusual circumstance, the normal shifts may be changed. An Employee shall not be assigned to more than two (2) different shifts consecutively unless compensated for the odd shift at the rate of pay of time and one half their normal rate of pay – the odd shift being that shift in itself which creates a diversion from the employee's normal work scheduled. New hires that are attending a police academy will be paid eighty-four (84) hours every two (2) weeks and are subject to the academy's schedule and shall not earn holiday pay, overtime or compensatory time.

### **Section 9.2: Overtime and Compensatory Time**

Employees shall receive time and one half (1-1/2) their regular hourly rate of pay for all hours paid in excess of eighty-four (84) hours in a two (2) week work cycle and all hours paid in excess of their scheduled work shift so long as their scheduled work shift is at least twelve (12) hours. Employees may choose pay or compensatory time for all overtime worked (both at 1 ½ times pay/time rate).

Employees may accrue and carry up ninety-six (96) hours of regular compensatory time. Any compensatory time accrued in excess of ninety-six (96) hours will be paid. Compensatory time may be used in one (1) hour increments. Compensatory time off can be denied if it creates overtime or compensatory time at the time of approval. There shall be no pyramiding of overtime and/or premium pay. Shift overtime of four (4) hours or less which two (2) hours is required continuously at the beginning or end of an Employees normally assigned shift may be assigned to the Employee that is already working the adjacent shift requiring overtime. Overtime that is greater than four (4) hours shall be by seniority rotation.

### **Section 9.3: Work Cycle Hours**

Nothing contained in this Agreement shall be construed as a guarantee or commitment by the Employer to any Employee of a minimum or maximum number of hours of work per day, per week, or per year, except an Employee's scheduled hours shall be at least eighty-four (84) hours per two (2) week work cycle unless the Employee is laid off or otherwise absent.

### **Section 9.4: Overtime Requirements**

Employees shall be required to work overtime in order to meet the requirements of the Employer, however, an Employee shall not be assigned to work more than fourteen (14) consecutive hours on any one day.

### **Section 9.5: Blocks of Time Off**

Paid time off less than a thirty-six (36) hour block shall be granted only if the absence is filled with voluntary assignment.

### **Section 9.6: Shift Bids**

On or about November 1<sup>st</sup> of each year, the Chief of Police shall post shift bids by seniority for the fiscal year. The Chief of Police reserves the right to assign additional shift start times for Employees hired over the current six (6) Employees. The additional Employees will maintain the current work

schedule and the additional start times will be subject to the shift bid process. The Chief of Police can change the starting and ending times of each of these shifts to which he will assign police officer(s) and sergeant(s) and the number of police officers and sergeants on each shift, which will become effective the first (1<sup>st</sup>) full pay period of each fiscal year and continue through to the beginning of the first (1<sup>st</sup>) full pay period of the following fiscal year. The Chief of Police shall make shift assignments based upon the Police Officer(s) and Sergeant(s) seniority as follows:

- (A) The Police Officer or Sergeant with the most departmental seniority is given his shift preference.
- (B) If two or more Police Officer(s) and/or Sergeant(s) have the same departmental seniority, a coin toss shall be used to determine which Police Officer and or Sergeant is given his preference.
- (C) If a shift becomes vacant during the fiscal year, that vacant shift and all other vacant shifts will be up for rebid by seniority.

The Chief of Police may change an employee's shift assignment so long as such change is not arbitrary or capricious, and will give at least ten (10) hours advance notice, unless a shift reassignment is due to the absence of an employee who has provided less than ten (10) hours advance notice of the absence to the Chief and the Chief is then not required to give advance notice prior to making a shift reassignment. When there is a shift change with less than ten (10) hours between the end of the old shift and the start of the new shift, the hours worked between the end of the old shift and the start of the new shift shall be paid at one and one half (1 ½) times the employee's regular rate of pay. Officers can voluntarily rollback to their regular assigned shift so long as there is ten (10) hours off scheduled between shifts.

### **Section 9.7: Filling Time Off**

Full-time officers' regular scheduled days off may be filled with part-time officers. Vacant time offered to full-time Employees shall be offered through rotation by seniority.

## **ARTICLE 10 – WAGES**

The rates of pay and job classifications are set forth in Appendix "A" and are attached hereto and made a part of this Agreement. For the purpose of this Agreement the average hourly rate for all employees shall be computed by dividing the employee's annual salary by 2,184 hours and rounding off to the nearest penny.

## **ARTICLE 11 – VACATION**

Each regular full-time Employee is entitled to vacation leave as follows:

<u>Years of Employment</u>	<u>Vacation Hours Earned</u>
After 1 year	84 hours
Start of 6 <sup>th</sup> year	126 hours
Start of 16 <sup>th</sup> year	168 hours
Start of 21 <sup>st</sup> year	210 hours

Vacation time is paid at the Employee's pay rate at the time of vacation. Vacation time is allotted from an Employee's anniversary date through January 1<sup>st</sup> and from January 1<sup>st</sup> to December 31<sup>st</sup> thereafter. Employees first reaching six (6), sixteen (16) and twenty-one (21) years of employment shall earn an additional forty-two (42) hours of vacation on their anniversary date. Employees may carry over up to thirty-six (36) hours of vacation time earned in one twelve (12) month period of time to the succeeding twelve (12) months. Vacation time can be used in two (2) hour increments. If, while on vacation an Employee is called back to work for an emergency situation, the Employee would qualify to be paid at their overtime rate with no loss of vacation time.

## **ARTICLE 12 – SCHEDULED TIME OFF**

Seniority is defined as an Employee's continuous length of full-time service as a police officer with the Employer. Employees exercising their seniority are required to file their request for time off leave with the Chief of Police or designee by December 1<sup>st</sup> of each year with the results determined by the Employer and returned by December 15<sup>th</sup> of each year. Requests after January 1<sup>st</sup> will be on a first come, first serve basis, with seniority being a factor only in the event that more than one request is made at the same time and the Chief of Police will give his answer within seven (7) days of the request being made.

Time off requests by seniority will allow first choice to most senior beginning with block time. This will rotate through to the least senior before continuously repeating in increments of individual days not to exceed thirty-six (36) hours each rotation. Bargaining unit members shall meet prior to December 1<sup>st</sup> of each year to coordinate their time off by seniority. Scheduled time off shall be defined as vacation and personal time which shall all have equal value, and shall not be unreasonably denied due to a creation of overtime, nor the number of Employee(s) scheduled off at the same time, so long as coverage can be maintained and it is not necessary to limit the number of Employee(s) on time off, provided the Employee gives the Employer at least twenty-four (24) hour advance notice for less than blocked time and two (2) weeks advance notice for blocked time, which is paid at the current rate at the time of use. Definition of a block for scheduled time off will consist of a minimum of thirty-six (36) hours or more in consecutive use with each other and not limited to beginning or ending within the same seven (7) day work cycle.

Notwithstanding any other provision in this Agreement, not more than one (1) bargaining unit Employee shall be scheduled time off on any day except the Employer in its sole discretion may schedule two (2) bargaining unit employees off when there is a one (1) day overlay in block time and

the Employer in its sole discretion may allow an Employee to use one (1) day of time off during another employee's block time.

### **ARTICLE 13 – SICK/MEDICAL LEAVE**

Sick leave benefits are provided to protect your income in the event of illness or injury. The Village of Coal Valley grants paid sick leave benefits to all regular full-time employees for temporary absences due to illnesses, injuries, or for doctor or dentist appointments. You may use sick leave for yourself or your spouse, child, step-child, mother, father, sister, brother, mother-in-law, father-in-law, grandchild, grandparent, stepparent or domestic partner. You may use a total of five (5) days sick leave each twelve-month period of time for all relatives, and not each relative that does not reside in the employee's household as follows: child, mother, father, sister, brother and step-child.

An Employee would begin to accrue sick days on their hire date. Sick leave is accrued at the rate of four (4) hours per pay period. Sick leave will not accumulate during periods when the Employee receives no pay during the month. If you are unable to report to work due to illness or injury, you should notify your direct supervisor before the workday, if possible. Your supervisor must be contacted on each consecutive day of absence.

In reference to an Employee's sick time, the Village may request a medical doctor's affidavit confirming the absences from work due to illness after the three (3) consecutive days off or after the sixth (6<sup>th</sup>) occurrence in a one-year time frame. Sick leave benefits are based on the Employee's pay rate at the time of the absence. Sick leave must be used in minimum increments of one hour. Unused sick leave may be carried forward until the Employee has accrued a total of 240 calendar days of sick leave benefits. This is in accordance with the IMRF rules. Unused sick leave benefits are not paid upon termination or separation.

#### **ARTICLE 14 – LEAVE WITHOUT PAY**

The Mayor may grant leaves of absence without pay for absence from work not covered by any other type of leave or if other leave balances are exhausted. Examples of situations for which leave without pay may be granted include time off work for personal reasons, such as prolonged illness, parenting, caring for an ill relative, or fulfilling a military obligation in excess of fifteen (15) days per year.

The following requirements apply:

- (1) Leave may be granted to an Employee for a period of up to ninety (90) days upon the approval of the Mayor.
- (2) Accrued compensatory time, if any, and vacation leave must be exhausted prior to taking any leave without pay.
- (3) An Employee who fails to report promptly at the end of the unpaid leave is presumed to have resigned.
- (4) If the leave without pay is due to an illness, the Village may require a doctor's certificate that the employee is capable of returning to work and performing the work, duties and responsibilities of the Employee's position.

#### **ARTICLE 15 – JURY AND WITNESS LEAVE**

Employees may be granted time off with pay to serve on a jury or as a court witness, for a period of up to ten (10) consecutive days. If an Employee is summoned during a critical work period, the Village may ask the Employee to request a waiver from duty. An Employee granted such leave will reimburse the Village for any pay received while serving as a juror or witness.

#### **ARTICLE 16 – MILITARY/RESERVIST LEAVE**

The Employer shall comply with Illinois state and federal Military/Reservist leave law.

### **ARTICLE 17 – FUNERAL LEAVE**

A full-time Employee in good standing will be granted up to three (3) working days per occurrence leave with pay, in the event of the death of a spouse, child, mother, mother-in-law, father, father-in-law, sister, brother, grandparents, grandchild, brother-in-law, sister-in-law, step and adopted children or members of the Employee's immediate household. One (1) day will be granted with pay for all other family members.

### **ARTICLE 18 – HOLIDAYS AND PERSONAL DAYS**

In lieu of designated holidays and personal days, employees shall receive a bank of ninety-six (96) hours of personal time on January 1<sup>st</sup> of each year. Personal time shall be fully used by December 31<sup>st</sup> or lost. New hires attending a police academy will not earn any personal time while in the academy, after graduation their personal time will be pro-rated to the end of the year (3.7) for every two (2) week pay period. The days requested off for personal time shall be pre-approved by the Employee's department head.

An Employee required to work on New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, day after Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve shall be compensated at the rate of one and one-half times their regular rate of pay for the hours worked on the holiday. Employees can take straight pay for the hours worked on the holiday and bank the additional holiday hours in their compensatory bank. If the Employees normal day off is the holiday and he is working overtime, all holiday hours received can be banked in their compensatory bank.



## **ARTICLE 19 – RESIDENCY**

Employees shall establish and occupy a residence in the Village or within a twenty-mile radius of the Village Hall within one (1) year after their date of hire. Failure to comply with this residency requirement may result in disciplinary action, up to and including termination.

## **ARTICLE 20 – HEALTH INSURANCE**

Employees shall be eligible to participate in the Employer's insurance programs on the same basis as all other non-bargaining unit hourly employees. Eligibility, benefits and conditions for obtaining benefits shall be governed by the plan documents. The Employer reserves the right to change the terms of the health insurance plan during the term of the agreement so long as the benefits remain substantially the same or improved. For the coverage the Employee elects (for example single or family coverage) the Employer shall pay 80% of the premium and the Employee shall pay 20% of the premium by voluntary payroll deduction signed in advance. Dental insurance is available with the premium paid 80% by the Employer and 20% by the Employee by voluntary payroll deduction signed in advance. On or before June 1, 2007 the company will establish a section 125 plan for medical insurance premiums and dental insurance premiums within six months of the effective date of this agreement.

## **ARTICLE 21 – PART-TIME/RESERVE/AUXILIARY OFFICERS**

### **Section 21.1: Utilization**

The Village shall limit the usage of part-time/reserve/auxiliary police officers to an aggregate annual number of four thousand five hundred (4500) hours annually. In addition, the total number of these officers employed by the Village shall be limited to five (5). No part-time officer shall be scheduled to work more than twelve (12) hours per shift and not more than sixteen (16) hours in a twenty-four

conference” and expressly providing the agenda for such meeting. Such meetings, which shall not exceed four (4) annually unless mutually agreed to by the parties, shall be limited to:

- (A) Discussion on the implementation and general administration of this Agreement.
- (B) A sharing of general information of interest to the parties.
- (C) Notifying the Council of changes in non-bargaining conditions of employment contemplated by the Employer which may affect Employees.

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

#### **Section 23.2: Attendance at Labor/Management Meetings**

Attendance at labor-management conferences shall be voluntary on the Employee’s part. Attendance at such conference shall not interfere with required duty time and attendance. If during duty time, attendance is permitted only upon reasonable notice to and prior approval of the Chief of Police. The Chief of Police may approve attendance subject to the manpower needs of the department. Employees attending a labor-management conference while on duty shall suffer no loss in pay during approved attendance. Employees attending such conferences shall be limited to two.

### **ARTICLE 24 – EMPLOYEE SECURITY**

#### **Section 24.1: Just Cause Standard**

No Employee covered by the terms of this Agreement shall be suspended, terminated, or disciplined in any manner without just cause, and all rules and regulations applying to bargaining unit members shall be reasonable and reasonably applied.

#### **Section 24.2: Rules and Regulations**

The Employer shall have the authority to issue reasonable rules and regulations governing the conduct of officers, provided the same shall not be contrary to the express terms of this Agreement.

The Employer and officers shall adhere to and comply with the same as long as they remain in effect. The Employer agrees to issue all rules and regulations in writing, providing all officers with a complete and up-to-date copy. Seven (7) days prior to the effective date of any new rule or regulation to be issued, or seven (7) days prior to the elimination or changing of an existing rule or regulation, the Employer agrees to provide the Lodge with a copy of the same, unless emergency conditions require otherwise. Should such an emergency occur, the Lodge shall be forthwith notified of the issuance, elimination or change of the rules or regulations and the specific nature of the emergency that prevented prior notice as per this Article. Officers shall also be provided with a complete and up-to-date set of the Village Rules and Regulations.

#### **ARTICLE 25 – INDEMNIFICATION**

The Employer shall be responsible for, hold Employees harmless from and pay for damages or monies which may be adjudged, assessed or otherwise levied against any Employee covered by this Agreement, pursuant to 65 ILCS 5/1-4-6. Employees shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article.

#### **ARTICLE 26 – SAFETY ISSUES**

##### **Section 26.1: Safety Meetings**

The Chief of Police or his designee will meet with the local lodge or Council to discuss safety issues. Any report or recommendation which may be prepared by the Lodge or the Council, or designee(s) of the Chief of Police as a direct result of any such meeting will be in writing and copies submitted to the Chief of Police and the representatives of the Council.

**Section 26.2: Defective Equipment**

No Employee shall be required to use any equipment that has been designated by both the local lodge or the Council, and the Employer as being defective because of a disabling condition.

When an assigned department vehicle is found to have a disabling defect or is in violation of the law, the Employee will notify his supervisor, complete required reports, and follow the supervisor's direction relative to requesting repair, replacement, or the continued operation of said vehicle.

**ARTICLE 27 – BULLETIN BOARDS**

The Employer shall provide the Council with a board in the Employee's locker room for posting of official Union business only.

**ARTICLE 28 – GENERAL PROVISIONS**

**Section 28.1: Examination of Records**

The Council or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any Employee whose pay is in dispute or any other records of the Employee pertaining to a specific grievance arising after the effective date of this Agreement, at reasonable times with the Employee's consent.

**Section 28.2: Exposure to Diseases**

The Employer agrees to pay all expenses for inoculation or immunization shots for employees or members of an Employee's family when such becomes necessary as a result of said Employee's exposure to contagious diseases while in the line of duty.

**Section 28.3: Funeral Expenses**

The Employer agrees to pay the reasonable and customary funeral and burial expenses not to exceed \$10,000.00 of any Employee killed in the line of duty within 30 days of the Employee's death unless such expense be paid by another unit of government or charitable organization.

## **ARTICLE 29 – BARGAINING**

The Village of Coal Valley Personnel Manual and the Village of Coal Valley Police Department Rules and Regulations remain in full force and effect except as specifically modified by this Agreement. The Village of Coal Valley retains the right to make changes in the Village of Coal Valley Personnel Manual and the Village of Coal Valley Police Department Rules and Regulations, provided the same shall not be contrary to the express terms of this Agreement.

## **ARTICLE 30 – DUTY TRADES, CALL BACK, MANDATORY TIME, TRAINING AND FTO COMPENSATION**

### **Section 30.1: Duty Trades**

Employees who are covered by the terms of this Agreement shall be afforded the opportunity to occasionally trade shifts with other employees, subject to reasonable advance notice to the Employer and approval by the Employer. Such approval shall not be unreasonably denied or withheld.

### **Section 30.2: Call Back**

The term “call back” is defined as an assignment of work which does not immediately precede or follow any Employee’s regularly scheduled working hours. Employees performing work under the definitions of “call back” shall be compensated for a minimum of two (2) hours or for the actual hours worked, whichever is greater.

### **Section 30.3: Mandatory Time**

Employees required to attend court, meetings or training on their off duty shall be compensated for a minimum of two (2) hours or for the actual hours worked, whichever is greater at the overtime rate of one and one half (1 ½) times the employees regular hourly rate of pay.

### **Section 30.4: Training**

Officers assigned to training that is scheduled for less than eight (8) hours shall receive overtime or compensatory time for all hours in attendance on their off time. Officers assigned to training that is

scheduled for eight (8) hours a day shall report to the Coal Valley Police Department right after training has concluded to work a full twelve (12) hour shift unless other arrangements have been made to make up the work hours (i.e., schedule change or employee uses earned time off). The Chief of Police, or designee assigned to scheduling, will schedule officers to eighty-four (84) hours in the two-week work cycle while attending training. No officer will be scheduled on a day other than the training day for less than four (4) hours to make up shift hours unless the officer chooses to do so and it is approved by the Chief or his designee.

**Section 30.5: FTO (Field Training Officers)**

Field Training Officers (FTO's) when training a new hire shall receive either 1 hour of regular pay or 1 hour of compensatory time (FTO's choice of Regular or Comp) for each shift that they are field training a new officer.

**ARTICLE 31 – LEAVES OF ABSENCE**

**Section 31.1: Injury Leave**

An Employee who sustains an injury or illness arising out of and in the course of employment with the Employer shall be covered by the provisions of "The Public Employee Disability Act" 5 ILCS 345/1, and shall suffer no loss of benefits covered under this Agreement.

**Section 31.2: Light Duty**

Employees who are physically unable to perform their normal job duties may be placed on light-duty assignment, subject to the discretion of the Employer.

**ARTICLE 32 – UNIFORM ALLOWANCE**

The Employer agrees to provide all newly hired employees with new uniforms and leather duty gear. Thereafter, the Employer shall pay annually to all Employees, a clothing allowance as indicated.

UNIFORM ASSIGNED PERSONNEL	\$599.99
NON-UNIFORMED PERSONNEL	\$599.99

Payments shall be made in one (1) installment during the first full pay period in January of each year. In addition to the above, the Employer agrees that any changes to the uniform presently being worn will be paid for by the Employer. Employees that wear bullet proof vest will be provided a vest paid for by the Employer and replaced at the end of its life span according to manufacturers recommendations. Employees will not be required to wear vests that have reached the limits of its life span. Employees are required to wear bullet proof vests purchased by the Employer.

Village agrees to purchase outer vest covers approved by the Chief of Police for bullet proof vest when issued and will replace the cover up to \$200.00 when the bullet proof vest has reached half (1/2) its manufacturer's warranty, which would be 2.5 years.

### **ARTICLE 33 – EMPLOYEE RIGHTS**

#### **Section 33.1: Personal Assets**

No Employee shall be required to disclose to the Employer any item of his property, income, assets, source of income or assets, debts or personal or domestic expenditures (including those of any family member of his household) unless such information is determined by the Employer to be necessary in an internal investigation with regards to the Employee's assets, or as necessary to complete insurance and automatic payroll deduction forms, or as necessary to process a request for outside employment, or as ordered by a court of law, or as otherwise required by law.

#### **Section 33.2: Release of Information**

Except as required by law, no photograph or personal information about an Employee will be disclosed by the Employer to the media or general public, at any time during the term of this Agreement, unless the Employee approves of such disclosure in advance of its release. Such disclosures will not include the Employee's home address and phone number.

**Section 33.3: Meeting Concerning Employee Matters**

Attendance at meetings, whether disciplinary or union related, shall only include sworn personnel, Village President, Administrator, Trustees, Village Attorney(s), Union Representative of the FOP, Union Attorney(s) or the Employees Private Attorney(s). In certain cases, it may also be required to have a court reporter present and witnesses if the matter is related to an internal disciplinary matter. The information disseminated from such meetings or personnel files shall be held in strict confidence among all parties involved, except in circumstances in which they may be used in the prosecution and/or defense of personnel and other legal matters.

**Section 33.4: Testimony**

The Employer shall not compel an Employee, under investigation, to testify before, or be questioned by, a civilian review board, except as otherwise provided for in the grievance procedure set forth in this Agreement, or as may be otherwise agreed upon by both parties.

**Section 33.5: Investigation of the Employee**

In any meeting called by command or supervisory personnel, in which an Employee reasonably believes that discipline will result from the meeting, the Employee may request that a Council representative be present. The Law Enforcement Officer's Bill of Rights shall apply to any inquiry which may lead to disciplinary action, and shall be incorporated herein by reference.

**Section 33.6: Replacement of Personal Property**

The Employer agrees to repair or replace corrective lenses, prescription sunglasses, wrist watches, or other personal items worn by the Employee, that are necessary to present themselves for duty, when same is damaged or destroyed (not normal wear and tear) as the result of the Employee's performance of duty. Such claims shall be documented by the Employee to the reasonable satisfaction of the Employer and shall be limited to one hundred dollars (\$100) per occurrence



except eyeglasses which shall be actual documented replacement value and uniforms shall be replaced by the Employer.

#### **ARTICLE 34 – SAVINGS CLAUSE**

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement, shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

#### **ARTICLE 35 – ENTIRE AGREEMENT**

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 matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Labor Council for the life of this Agreement each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. The Union reserves the right to bargain on the impact of decisions concerning wages, hours, and terms and conditions of employment.

### **ARTICLE 36 – AMENDMENT AND MODIFICATION**

It is understood and agreed that this contract shall not be varied or amended by oral agreement or by custom or practice, and may only be amended or modified by written agreement signed by both parties. The failure of any party at any time or from time to time to exercise any right under this Agreement or to insist upon strict compliance with its provisions will not affect the right of either party to exercise any right or insist upon strict compliance thereafter.

Section 2: Unless specifically provided for in this Agreement or as required by law, the Employer has no obligation to continue practices that existed prior to this Agreement.

### **ARTICLE 37 – DURATION**

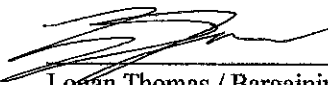
This Agreement shall be effective as of January 1<sup>st</sup>, 2021 and shall remain in full force and effect until midnight on the 31<sup>st</sup> day of December 2023 and shall thereafter be continued for yearly periods unless notice of termination is given in writing by registered or certified mail by either party not less than sixty (60) days before December 31<sup>st</sup>, 2023 or any subsequent annual expiration date.

FOR THE VILLAGE OF COAL VALLEY:

\_\_\_\_\_  
Mike Bartels / Village President      Date

\_\_\_\_\_  
Annette Ernst / Village Administrator      Date

FOR THE UNION:

 02/05/2021  
\_\_\_\_\_  
Logan Thomas / Bargaining Unit Chairman      Date

 02/05/2021  
\_\_\_\_\_  
Dave Gass / FOP Labor Council Representative      Date

## APPENDIX A - WAGES

### Officer Pay Scale

	1/1/2021		1/1/2022 2.50%		1/1/2023 2.50%	
	Yearly	Hourly	Yearly	Hourly	Yearly	Hourly
Non-Certified	\$48,600.00	\$22.25	\$49,815.00	\$22.81	\$51,060.38	\$23.38
Certified	\$51,500.00	\$23.58	\$52,787.50	\$24.17	\$54,107.19	\$24.77
1y	\$52,500.00	\$24.04	\$53,812.50	\$24.64	\$55,157.81	\$25.26
2y	\$53,500.00	\$24.50	\$54,837.50	\$25.11	\$56,208.44	\$25.74
3y	\$54,750.00	\$25.07	\$56,118.75	\$25.70	\$57,521.72	\$26.34
4y	\$55,700.00	\$25.50	\$57,092.50	\$26.14	\$58,519.81	\$26.79
5y	\$56,800.00	\$26.01	\$58,220.00	\$26.66	\$59,675.50	\$27.32
6y	\$57,975.00	\$26.55	\$59,424.38	\$27.21	\$60,909.98	\$27.89
8y	\$59,325.00	\$27.16	\$60,808.13	\$27.84	\$62,328.33	\$28.54
10y	\$60,525.00	\$27.71	\$62,038.13	\$28.41	\$63,589.08	\$29.12
12y	\$61,600.00	\$28.21	\$63,140.00	\$28.91	\$64,718.50	\$29.63
14y	\$62,750.00	\$28.73	\$64,318.75	\$29.45	\$65,926.72	\$30.19
16y	\$63,850.00	\$29.24	\$65,446.25	\$29.97	\$67,082.41	\$30.72
18y	\$64,850.00	\$29.69	\$66,471.25	\$30.44	\$68,133.03	\$31.20
20y	\$66,000.00	\$30.22	\$67,650.00	\$30.98	\$69,341.25	\$31.75

### Sergeant Pay Scale (6% Increase)

	1/1/2021		1/1/2022 2.50%		1/1/2023 2.50%	
	Yearly	Hourly	Yearly	Hourly	Yearly	Hourly
Start	\$54,590.00	\$25.00	\$55,954.75	\$25.62	\$57,353.62	\$26.26
1y	\$55,650.00	\$25.48	\$57,041.25	\$26.12	\$58,467.28	\$26.77
2y	\$56,710.00	\$25.97	\$58,127.75	\$26.62	\$59,580.94	\$27.28
3y	\$58,035.00	\$26.57	\$59,485.88	\$27.24	\$60,973.02	\$27.92
4y	\$59,042.00	\$27.03	\$60,518.05	\$27.71	\$62,031.00	\$28.40
5y	\$60,208.00	\$27.57	\$61,713.20	\$28.26	\$63,256.03	\$28.96
6y	\$61,453.50	\$28.14	\$62,989.84	\$28.84	\$64,564.58	\$29.56
8y	\$62,884.50	\$28.79	\$64,456.61	\$29.51	\$66,068.03	\$30.25
10y	\$64,156.50	\$29.38	\$65,760.41	\$30.11	\$67,404.42	\$30.86
12y	\$65,296.00	\$29.90	\$66,928.40	\$30.64	\$68,601.61	\$31.41
14y	\$66,515.00	\$30.46	\$68,177.88	\$31.22	\$69,882.32	\$32.00
16y	\$67,681.00	\$30.99	\$69,373.03	\$31.76	\$71,107.35	\$32.56
18y	\$68,741.00	\$31.47	\$70,459.53	\$32.26	\$72,221.01	\$33.07
20y	\$69,960.00	\$32.03	\$71,709.00	\$32.83	\$73,501.73	\$33.65

Appendix A is a recalculated pay scale with added steps from the 2018 to 2020 wage scale. No employee under this Agreement will be reduced from their current hourly rate of pay and shall receive their pay increase on their anniversary date.

January 1, 2021

Jacob Frost	1/1/21 hourly rate \$24.90	4/09/21 hourly rate \$25.06
Kris Meier	1/1/21 hourly rate \$23.86	5/28/21 hourly rate \$24.03
Logan Thomas	1/1/21 hourly rate \$28.13	6/16/21 hourly rate \$28.13
Carlos Valencia	1/1/21 hourly rate \$23.58	7/09/21 hourly rate \$24.03
Doug Williams	1/1/21 hourly rate \$23.58	10/30/21 hourly rate \$24.03

## **APPENDIX B - SCHEDULE**

The twelve (12) hour schedule will be as follows:

- 2 on / 2 off / 3 on / 2 off / 2 on / 3 off.
- The three (3) regularly scheduled days off will be Friday, Saturday, and Sunday every other week.
- Shifts will consist of twelve (12) consecutive hours.
- 84-hour work cycle.
- Any hours worked beyond eighty-four (84) in a work cycle, including paid benefit time, or twelve (12) in a shift will be compensated will be compensated at the one and one-half (1.5) times the regular hourly rate of pay.
- Vacation may be taken in even number increments of two (2) hours or more (i.e., 2, 4, 6, 8, 10, or 12 hours) and will be used on an hour for hour basis.
- The shift hours for this schedule will be 0600-1800, 1600- 0400, and 1800-0600.

**APPENDIX C - UNION FORMS**

**GRIEVANCE FORM**

(use additional sheets where necessary)

**Lodge/Unit No.:** \_\_\_\_\_

**Year:** \_\_\_\_\_

**Grievance No.:** \_\_\_\_\_



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

Department: \_\_\_\_\_

Grievant's Name: \_\_\_\_\_

\_\_\_\_\_ Last

\_\_\_\_\_ First

\_\_\_\_\_ M.I.

**STEP ONE**

Date of Incident or Date Knew of Facts Giving Rise to Grievance: \_\_\_\_\_

Article(s)/Sections(s) violated: \_\_\_\_\_, and all applicable Articles.

Briefly state the facts: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Remedy Sought: \_\_\_\_\_, in part and in whole, make grievant(s) whole.

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

**EMPLOYER'S RESPONSE**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Position

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

\_\_\_\_\_  
Date

**STEP TWO**

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

\_\_\_\_\_

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

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

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

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

**EMPLOYER'S RESPONSE**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Position

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

\_\_\_\_\_  
Date

**Lodge/Unit No.:**

**Year:**

**Grievance No.:**

**STEP THREE**

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

\_\_\_\_\_

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

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

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

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

**EMPLOYER'S RESPONSE**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Position

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

\_\_\_\_\_  
Date

**STEP FOUR**

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

\_\_\_\_\_

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

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

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

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

**EMPLOYER'S RESPONSE**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Position

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

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



## **DUES AUTHORIZATION FORM**

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

I, \_\_\_\_\_ (insert your name), understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council.

I, \_\_\_\_\_ (insert your name), hereby authorize my Employer, \_\_\_\_\_ (insert Employer name), to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my Employer to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.

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

Signed: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Personal E-mail: \_\_\_\_\_

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

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

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

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

(217) 698-9433

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