

**AGREEMENT BETWEEN**  
**THE VILLAGE OF GRAYSLAKE**

**AND**

**THE ILLINOIS FRATERNAL ORDER OF  
POLICE**

**LABOR COUNCIL / GRAYSLAKE LODGE  
NO. 99**

**May 1, 2016 to April 30, 2021**

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AGREEMENT

Between

VILLAGE OF GRAYSLAKE

AND

ILLINOIS FRATERNAL ORDER OF POLICE

LABOR COUNCIL/LODGE NO. 99

**PREAMBLE**

THIS AGREEMENT entered into by the VILLAGE OF GRAYSLAKE, ILLINOIS (hereinafter referred to as the "Village") and the ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL GRAYSLAKE LODGE NO. 99 (hereinafter referred to as the "Lodge"), has as its basic purpose the promotion of harmonious relations between the Village and the Lodge; 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 conditions of employment applicable to bargaining unit Employees. In consideration of the mutual promises, covenants and Agreement contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:

**ARTICLE I**

**RECOGNITION**

**Section 1.1. Recognition.** Pursuant to the certification of the Illinois State Labor Relations Board in Case No. S-RC-95-103, the Village recognizes

the Lodge as the sole and exclusive collective bargaining representative with respect to rates of pay, wages, hours of employment or other conditions of employment of employees in the following unit:

Included: All full-time patrol officers below the rank of Sergeant.

Excluded: All other employees of the Village of Grayslake including Chief of Police, Sergeants, Police Records & IT Coordinator, part-time patrol officers, , full and part-time crossing guards, , and all other supervisory, confidential and managerial employees.

**Section 1.2. Probationary Period.** The probationary period shall be twelve (12) months in duration. If the Chief of Police determines that it is appropriate, the Chief of Police may extend the period for up to six (6) months. In the event a probationary Employee is suspended or in the event the probationary period is extended, the Chief of Police will provide the probationary Employee with a written explanation of the reasons for the extension or suspension. Time absent from duty or not served shall not apply toward satisfaction of the probationary period. The probationary period refers to employment status only, and allows the Employee to be credited and receive vacation and sick leave time prior to the completion of the probationary period. During the probationary period, an Employee is entitled to all rights, privileges or benefits under this Agreement, except that the Village may suspend or discharge a probationary Employee without cause and such action shall be

final and the Employee shall have no recourse under the grievance procedure or otherwise to contest such suspension or discharge.

**Section 1.3. Fair Representation.** The Lodge recognizes its responsibility as bargaining agent and agrees fully to represent all Employees in the bargaining unit, whether or not they are members of the Lodge.

**Section 1.4. Lodge Officers.** For purposes of this Agreement, the term "Lodge Officers" shall refer to the Lodge's duly elected President, Vice-President and Secretary-Treasurer. All formal notifications to the Lodge shall be addressed to the Illinois FOP Labor Council and the Fraternal Order of Police President, Lodge No. 99. All formal notifications to the Village shall be addressed to the Chief of Police, Village of Grayslake, 10 South Seymour Avenue, Grayslake, Illinois 60030.

**Section 1.5. Gender.** Wherever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

## **ARTICLE II**

### **NON-DISCRIMINATION**

The Village and Lodge agree not to discriminate in the administration of this agreement against any Employee on the basis of race, color, creed, sex, age, national origin, disability, or Lodge membership within the requirements and limitations of federal and state statutes. Grievances under this Article may be prosecuted up to but not including arbitration.

### ARTICLE III

#### UNION SECURITY AND RIGHTS

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

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

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

**Section 3.2. Fair Share.** An Employee hired after the effective date of this Agreement who chooses not to be a member of the Lodge and any current bargaining unit Employee who has chosen to be a member of the Lodge shall, as a condition of employment, be required to pay a fair share (not to exceed

the amount of the Lodge dues) of the cost of the collective bargaining process and contract administration. The Village shall deduct fair share amounts from Employees' paychecks as required by this Article to the extent permitted by law and remit said amounts to the Lodge by the 15<sup>th</sup> day of the month following deduction.

In the event that any Employee covered hereby is precluded from making a fair share involuntary contribution as required by this Section and as determined by a neutral arbitrator on account of bona fide religious tenants or teachings of a church or religious body of which that Employee is a member, that Employee shall have the right to refuse to allow said involuntary deduction. For this purpose, the Lodge shall certify to the Village the names of all Employees covered hereby who are relieved of the obligation to pay a fair share fee.

**Section 3.3. Administering Dues Deduction.** To administer the deduction of dues under this Agreement, the Village shall notify the Lodge of the names and address of all newly hired Employees. The Village also shall provide to the Lodge notice and a copy of any revocation of dues deduction authorization that it receives within seven (7) calendar days of the date the revocation is received by the Village.

**Section 3.4. Lodge Indemnification.** The Lodge shall indemnify, defend and save the Village harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Village

in complying with the provisions of this Article. If an improper deduction is made, the Lodge shall refund directly to the Employee any such amount, and the Lodge shall notify the Village that such refund has been made.

**Section 3.5. Lodge Use of Bulletin Board.** The Village will make available to the Lodge space on a bulletin board for the posting of official Lodge notices of a nonpolitical, non-inflammatory nature. The Lodge will limit the posting of Lodge notices to such bulletin board.

#### **ARTICLE IV**

#### **MANAGEMENT RIGHTS**

Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its Employees, including but not limited to the following: to plan, direct, control and determine all the operations and services of the Village; to supervise and direct the working forces; to determine which Village police work will be performed by Employees covered by this Agreement; to establish the qualifications for employment and to employ Employees; to schedule and assign work; to establish work and productivity standards and, from time-to-time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate Employees; to discipline, suspend and discharge Employees for just cause (probationary Employees without cause); to change or eliminate existing methods, equipment or facilities, to establish, implement and

maintain an effective internal control program; to determine the overall budget, and to carry out the mission of the Village, provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

## ARTICLE V

### LABOR-MANAGEMENT CONFERENCE

**Section 5.1. Meeting Request.** The Lodge and the Village agree that in the interest of efficient management and harmonious employee relations, quarterly meetings may be held if mutually agreed between the Lodge Officers and the Village's responsible administrative representatives. The quarterly 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 agenda for such meeting.

**Section 5.2. Content.** Such meetings and locations, if mutually agreed upon, shall be limited to: (a) discussion on the implementation and general administration of this Agreement; (b) a sharing of general information of interest to the parties; and (c) notifying the Lodge of changes in conditions of employment contemplated by the Village which may affect employees.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at these meetings. Additionally, negotiations for the purpose of altering any of the terms of this Agreement shall not be carried on at these meetings.

## ARTICLE VI

### GRIEVANCE PROCEDURE

**Section 6.1. Definition.** A "grievance" is defined as a dispute raised by an Employee and/or the Lodge against the Village involving an alleged violation of an express provision of this Agreement. However, any dispute concerning a matter or issue subject to the jurisdiction of the Grayslake Board of Fire and Police Commissioners shall not be considered a grievance under this Agreement except as provided for in Section 16.2 of this agreement.

**Section 6.2. Grievance Procedure.** Recognizing that grievances should be raised and settled promptly, a grievance must be raised within seven (7) days of the occurrence of the event giving rise to the grievance or within seven (7) days of when the Grievant reasonably should have known of the event giving rise to the grievance. A grievance shall be processed as follows:

STEP 1: Verbal to Immediate Supervisor. By discussion between the Employee, accompanied by one Lodge Officer if the Employee so desires, and his immediate supervisor. The immediate supervisor shall answer verbally within fourteen (14) calendar days of this discussion.

STEP 2: Appeal to Chief of Police. If the grievance is not settled in Step 1, the Lodge may, within fourteen (14) calendar days following receipt of the Step 1 answer, file a written appeal with the Chief of Police signed by the Employee and one Lodge Officer. The Lodge Officers, an outside representative from the Fraternal Order of Police, if the

Lodge deems appropriate, and the Chief of Police will discuss the grievance at a mutually agreeable time. The Chief of Police may have present other persons whom the Chief of Police determines appropriate. If no agreement is reached in such discussion, the Chief of Police will give his answer in writing to the Lodge within fourteen (14) calendar days of the discussion.

STEP 3: Appeal to Village Manager. If the answer of the Chief of Police is not acceptable, the Lodge may, within 14 calendar days, submit a written appeal to the Village Manager. A meeting shall be held at a mutually agreeable time between the Village Manager, the Chief of Police and/or their designees, and Lodge Officers, with an outside FOP representative, if the Lodge deems appropriate. If no agreement is reached at the Step 3 meeting, the Village Manager will give a written answer within 14 calendar days of the meeting. If, however, the Village Manager determines that the grievance was covered fully at the Step 2 meeting, the Village Manager may elect not to hold a Step 3 meeting and submit a Step 3 answer directly within 14 calendar days from receipt of the written appeal to Step 3.

**Section 6.3. Arbitration.** If the grievance is not settled in Step 3 and the Lodge wishes to appeal the grievance, the Lodge may refer the grievance to arbitration within thirty (30) calendar days of receipt of the Village Manager's written answer.

(a) The parties shall attempt to agree upon an arbitrator after receipt

of the notice of referral. In the event the parties are unable to agree upon the arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. A coin toss shall decide which party shall strike the first name. The parties then shall alternately strike names. The person remaining shall be the arbitrator.

- (b) The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of Lodge and Village representatives.
- (c) The Village and the Lodge shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Lodge retain the right to employ legal counsel.
- (d) The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (e) The parties may submit more than one grievance to the same arbitrator if the parties mutually agree to do so 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 Lodge;

(g) Each party shall be responsible for compensating its own representatives and witnesses.

**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 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 these limitations shall be final and binding upon the Village, the Lodge and the Employees covered by this Agreement.

**Section 6.5. Time Limit for Filing.** If a grievance is not presented by the Employee or the Lodge within the time limitations set forth above, it shall be considered waived. It may not be further pursued by the Employee or the Lodge. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved Employee and/or the Lodge may elect to treat the grievance as defined at that step and immediately

appeal the grievance to the next step.

## **ARTICLE VII**

### **NO STRIKE-NO LOCKOUT**

**Section 7.1. No Strike.** Neither the Lodge nor any officers, agents or Employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies of work to the rule situation, mass absenteeism, picketing or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing. Any or all Employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. Each Employee who holds the position of officer of the Lodge occupies a position of special trust and responsibility in attempting to bring about full compliance with the provision of this Article. Additionally, in the event of a violation of this Section of this Article, the Lodge 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 Lodge.

**Section 7.3. Penalty.** The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 7.1 is whether or not the Employee actually engaged in such prohibited conduct. Any violation that results in discharge is expressly excluded from the

grievance process. 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 7.4. Judicial Restraint.** Nothing contained herein shall preclude the Village or the Lodge from obtaining judicial restraint and damages in the event the other party violates this Article.

## **ARTICLE VIII**

### **HOURS OF WORK AND OVERTIME**

**Section 8.1. Application of Article.** This Article is intended only as a basis for calculating overtime payments. Nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

**Section 8.2. Work Period.** The work period shall be a fourteen (14) day period. The normal work schedule shall be seven (7) days in a work period. The normal work day shall be twelve (12) hours, including a 30-minute paid lunch period, and three (3) fifteen (15) minute breaks, each day, subject to emergency work duties.

**Section 8.3. Shift Schedule.**

(a) The shifts, workdays, and hours to which Employees are assigned shall be stated on a departmental schedule designed and established by the Chief of Police. The Chief of Police may undertake periodic surveys of the Employees to gauge the shift preferences of officers.

(b) Each month the Chief of Police shall post a shift schedule for the upcoming six month period. The Lodge may from time-to-time request a labor-management conference with the Chief of Police in accordance

with Article V of the Agreement to review such updated schedule. The updated shift schedule shall take effect within 15 days after its posting unless a labor-management conference is requested, in which case it shall take effect (subject to any modifications) after the conclusion of the labor-management conference.

(c) In the event of any change in the overall shift scheduling contemplated by the Village, the Chief of Police shall, except in cases of emergency, give the Lodge reasonable notice of such change. Additionally, should it be necessary in the interest of efficient operations to establish different shift starting times or ending times or schedules, the Village will provide notice of such change to the individuals affected.

(d) Notwithstanding anything in this Section, the Chief of Police shall have authority to make all decisions concerning any shift schedule changes.

**Section 8.4 Overtime Pay.** Employees shall be paid one and one-half (1-1/2) times their regular rate of pay for all hours worked in excess of eighty (80) hours in a work period. Overtime shall be computed in one-half (1/2) hour increments. In accordance with Village practice, paid leave shall be counted in calculating an Employee's overtime during a work period. All compensable hours shall be considered as hours worked.

**Section 8.5. Off Duty Court Time.** Unless the time is contiguous to an Employee's work hours, an Employee required to spend off-duty time in court on behalf of the Village will receive a minimum guarantee of three

(3) hours of pay at his regular pay rate. If the off-duty court time results in overtime work, he shall receive time and one half, with a minimum guarantee of three (3) hours of pay.

**Section 8.6. Overtime Work: Employee Responses.**

(a) Whenever the need for unscheduled overtime assignments arise, the Chief of Police or his designee will ordinarily first seek volunteers from among the Employees on duty at the time the need for overtime arises. If such efforts are unsuccessful, then the Chief of Police or his designee may issue a general email and/or text message to all Employees in order to satisfy the need for overtime. All Employees shall be required to respond timely to any such communication. Ordinarily, overtime work will be assigned to the first Employees to volunteer for such work, and in the event two Employees volunteer contemporaneously, ordinarily the overtime work will be assigned to the more senior volunteer.

(b) Whenever practicable, overtime will be scheduled or assigned on a voluntary basis, except for emergency situations and except where qualified volunteers are not readily available. A reasonable effort shall be made to equitably rotate overtime opportunities.

(c) Notwithstanding anything in this Section to the contrary, the Chief of Police or the Chief's designee shall have the right to assign or require overtime work, and Employees may not refuse overtime assignments.

**Section 8.7. Call Back.** An Employee covered by this Agreement who is called back to work after having left work shall receive a minimum of two

(2) hours compensation at one and one-half (1-1/2) times his/her applicable rate of pay. A call back is defined as an assignment of work which does not immediately precede or follow an Employee's regularly scheduled work hours.

**Section 8.8. Assistant Watch Commander.** The Chief of Police or his designee may assign Employees to serve as an Assistant Watch Commander during any shift. Employees serving as Assistant Watch Commanders shall be compensated one half (1/2) hour of Overtime when performing any of the Assistant Watch Commander duties for each four (4) hour increment as follows:

Up to 4 hours = 1/2 hour Overtime

5 to 8 hours = 1 hour Overtime

More than 8 hours = 1-1/2 hours Overtime

In addition, when an Employee is assigned as an Assistant Watch Commander continuously for nine (9) months, then the Employee shall receive up to a nine hundred dollar (\$900.00) stipend; subject to achieving an adequate performance appraisal by the Chief of Police. If the Chief of Police determines that the Employee's performance as Assistant Watch Commander was inadequate, the Employee shall receive a lesser or no stipend.

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

**Section 8.10. Compensatory Time.** Employees may elect

compensatory time at time and one-half rate, in lieu of pay, to a maximum of forty (40) hours compensatory time each year by giving advance notice to the Village. An Employee with accrued compensatory time may make advance request for time off and time off will be approved by the Village based upon departmental needs. Accrued compensatory time may not be carried over from year to year. Unused compensatory time shall be paid out to the Employee at the end of the year.

**Section 8.11. Evidence Technician.** The Chief of Police or his designee may assign up to eight (8) Employees each fiscal year to serve as Evidence Technicians. The assignment shall last as long as the Chief of Police determines that the Employee's performance is adequate.

The Employee will receive an annual stipend of five hundred dollars (\$500.00) payable in the first pay period of the fiscal year. Employees designated as shift Evidence Technicians must perform the duties usually associated and performed by Evidence Technicians during a majority of their assigned shifts during the fiscal year. If an Employee fails to perform the duties of Evidence Technician at an adequate level as determined by the Chief of Police then the Employee shall be removed from the Evidence Technician assignment and receive a prorated stipend. Non-sworn civilians shall continue to be assigned to perform Evidence Technician work at the discretion of the Chief of Police.

**ARTICLE IX**

**WAGE SCHEDULE**

**Section 9.1 Wage Schedule.**

(a) The Village agrees to provide across the board percentage wage adjustments to the salary matrix (Steps 1-6) as it was set forth in the Agreement expired April 30, 2016 as follows:

May 1, 2016 - 2.00%  
May 1, 2017 - 2.25%  
May 1, 2018 - 2.50%  
May 1, 2019 - 3.00%  
May 1, 2020 - 3.00%

(b) Wage Schedule Matrix:

	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021
STEP 1	\$60,045	\$61,396	\$62,931	\$64,819	\$66,764
STEP 2	\$65,246	\$66,714	\$68,382	\$70,434	\$72,547
STEP 3	\$72,060	\$73,682	\$75,524	\$77,790	\$80,123
STEP 4	\$77,201	\$78,938	\$80,912	\$83,339	\$85,839
STEP 5	\$83,348	\$85,223	\$87,354	\$89,975	\$92,674
STEP 6	\$94,266	\$96,387	\$98,796	\$101,760	\$104,813

**Section 9.2. Longevity Pay.**

The Village agrees to compensate Employees who have completed their twentieth (20th) year of service to the Village with a one-time lump sum pay of

thirteen hundred dollars (\$1,300.00) in a check separate from their payroll check in the first (1st) payroll period of the fiscal year. Employees will be eligible for longevity pay on an annual basis after completing their 20th year of service to the Village.

## ARTICLE X

### SICK LEAVE

**Section 10.1. Purpose.** Sick leave with pay is a privilege. It is not a right that the Employee may use at his discretion. All benefits covered by this Agreement shall continue to accrue while the Employee is on sick leave. An Employee may use sick leave for the following reasons:

- a) The Employee's own personal illness or disability or a serious medical emergency involving the Employee's spouse, parents, or children;
- b) Required medical and/or dental care; and
- c) Quarantine to a contagious disease.

Such leave must be used in two (2) hour increments.

**Section 10.2. Notification.** An Employee who is scheduled to work the morning shift shall notify the Communications Department or the Employee's Supervisor, at least two (2) hours prior to his scheduled starting time, or when it should be reasonably known to him that he must utilize sick leave. An Employee who is scheduled to work the afternoon shift shall notify the Communications Department or the Employee's supervisor at least four (4) hours prior to the scheduled starting time or when it should be reasonably known to him that he must utilize sick

leave.

**Section 10.3. Medical Certification.** An Employee shall be required to submit a medical certificate signed by a licensed physician if the period of absence consists of more than three consecutive (3) working days. The Village also may request a licensed physician's certificate for a shorter absence if the Chief of Police determines this step is reasonably warranted by the circumstances surrounding the Employee's absence. The Village has the right to request a second opinion by a doctor of its choice and at its expense.

Additionally, if the Village reasonably believes that an Employee is unfit to perform his duties by reason of a physical or mental condition, or if the Village believes that an Employee may be jeopardizing the health, safety or mental condition of other Employees, the Village may direct the Employee to consult a licensed physician of its choice and/or utilize accrued sick leave, accumulated vacation, or floating holiday leave until he is deemed able to return to duty. If the Employee is required to consult a physician at the Village's request, the Village shall be entitled to receive a copy of said medical examination/report.

**Section 10.4. Unused Sick Leave.** Sick days accrued in excess of forty (40) hours annually may be utilized in any of the following methods:

- a) It may be accrued for future sick leave;
- b) It may be taken as "pay in lieu." Sick days taken as "pay in lieu" will be paid in January of each respective year.

Payment will be based upon a 12 month calendar period running from the prior January 1 to December 31. An Employee is limited to a maximum of forty-eight (48) hours at the Employee's rate of pay at the current rate;

- c) It may be carried over into the following year to be used as vacation hours. An Employee shall be limited to carrying forward sixteen (16) hours to be used as vacation hours;
- d) Eight (8) hours may be contributed to the catastrophic sick leave pool at any time during the year.

There shall be no limitation on the amount of sick leave that an Employee may accumulate for use as described in Section 10.1.

**Section 10.5. Exhaustion of Sick Leave.** If any Employee exhausts all accrued sick leave and accumulated vacation and floating holiday leave benefits, the Village may advance additional sick leave not to exceed eighty (80) hours in one calendar year.

Additional sick leave authorized under this paragraph shall represent a monetary debt owed and due to the Village by the Employee. An Employee shall repay such debt by either: (a) deduction from sick leave earned after the advancement of additional sick leave under this paragraph; or (b) by deduction of the monetary equivalent of the balance of sick leave advanced but not earned from any final compensation due

the Employee should his employment terminate prior to the repayment of the debt.

**Section 10.6. Separation.** Employees are not eligible for compensation for any unused accumulated sick leave upon separation of employment with the Village except for one-half of the unused hours earned by the Employee during the calendar year in which the Employee's service with the Village is terminated.

**Section 10.7. Catastrophic Sick Leave Pool.** A catastrophic sick leave pool may be established, consisting of voluntary contributions made by an Employee of earned sick leave credits of eight (8) hours per year. The contributions to the sick leave pool may be made at any time during the year.

**(a) Eligibility.** An Employee is eligible to use up to two hundred and forty (240) hours from this pool, but only after an Employee has exhausted all other available paid leave.

**(b) Use of Leave.** Leave may only be used for a serious health condition. The Lodge initially shall decide whether an Employee is eligible for the leave, and the Village shall make the final determination as to eligibility for the leave. The Village may require that an Employee submit to a medical examination prior to approving this leave.

## ARTICLE XI

### LAYOFF AND RECALL

**Section 11.1. Layoff.** The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, Employees will be laid off in reverse seniority order, except that part-time and probationary Employees will be laid off before Employees with seniority. Except in an emergency, no layoff will occur without at least fifteen (15) calendar days' notification to the Lodge.

**Section 11.2. Recall.** Employees who are laid off shall be placed on a recall list for a period equal to the Employee's seniority at the time of layoff, but not to exceed two years, at which point seniority and the employment relationship will terminate. If there is a recall, Employees who are still on the recall list shall be recalled, in the inverse order of their layoff, so long as 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 ten (10) 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 Lodge, provided that the Employee must notify the Chief of Police or his designee of his intention to return to work within three (3) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the Employee, it being the obligation and responsibility of the Employee to provide the Chief of Police 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 11.3. Seniority.** Seniority shall be defined as an employee's length of full-time continuous service as a police officer. In the event that two or more Employees have the same seniority date, seniority shall be determined by the Employee's placement on the Police and Fire Commissioners' eligibility list. Probationary employees shall have no seniority rights.

**Section 11.4. Seniority List.** As soon as practicable after the signing of this Agreement, the Village shall provide to the Lodge a list showing the name, address, job title and last hiring date of each employee. Within ten (10) calendar days after receipt, the Lodge must notify the Village of any alleged errors in the list or it will be considered binding on the Employee and the Lodge from that time forth. A revised seniority list will be provided to the Lodge once a year. The Lodge must notify the Village within ten (10) calendar days of any alleged errors or the information in the list shall be considered binding on the employee and the Lodge.

## **ARTICLE XII**

### **LEAVES OF ABSENCE**

**Section 12.1. Jury Leave.** An Employee who is required to report for jury duty shall be excused from work without loss of pay for the period of time which he is required to report or serve. Any compensation which the Employee receives

from jury duty or jury service shall be subtracted from the Employee's regular wages.

**Section 12.2. Military Leave.** Military leave and re-employment rights will conform with federal and state requirements currently in effect. An Employee shall present written evidence of induction or call to training or active duty for reserve or National Guard status to the Chief of Police as soon as practical after receiving notification.

**Section 12.3. Leave For Illness, Injury or Disability.** The Village shall grant a Special Leave of Absence in accordance with the applicable regulations of the Family and Medical Leave Act of 1993, as amended from time-to-time and as described in the Village's personnel policy.

**Section 12.4. Non-Employment Elsewhere.** A leave of absence will not be granted to enable an Employee to try for or accept employment elsewhere or for self-employment. Employees who engage in employment elsewhere during such leave may immediately be terminated by the Village.

**Section 12.5. Funeral Leave.** In the event of death in an Employee's immediate family, an Employee shall be granted up to three (3) consecutive days with pay as funeral leave if the Employee attends the funeral. Immediate family is defined as the Employee's spouse, children, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents and grandchildren.

## ARTICLE XIII

### HOLIDAYS

**Section 13.1. Holidays.** In lieu of scheduled holidays off, on May 1 of each year, an Employee shall receive compensation for the equivalent of twenty-four (24) hours of work at their regular rate of pay. As recognition of the unique twenty-four hour a day work schedule, including all Village Holidays, of employees in the police department; the Village will pay each employee sixteen (16) hours at their regular, straight time rate for the first twenty-four (24) "in lieu of holiday pay" hours on May 1 of each year. On December 1 of each year, an Employee shall receive compensation for forty (40) hours of work at their regular rate of pay.

**Section 13.2. Floating Holidays.** An Employee is also entitled to twenty-four (24) floating holiday hours per calendar year, the time of which shall be subject to the approval of the Chief of Police. Said floating holiday hours must be taken during the calendar year and may not accumulate from one year to another.

**Section 13.3. Working Holiday.** An Employee scheduled to work on any of the following days shall be paid at time and one-half:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Day after Thanksgiving
- Christmas Eve
- Christmas

## ARTICLE XIV

### VACATION

**Section 14.1. Amount.** Employees are entitled to vacation based upon the Employee's years of employment as of the previous calendar year. Vacation shall be awarded as follows:

1. An Employee who has completed more than 1 and less than 6 years of service is entitled to eighty (80) hours of vacation time.
2. An Employee who has completed more than 6 and less than 11 years of service is entitled to one hundred and twenty (120) hours of vacation time.
3. An Employee who has completed more than 11, and less than 21 years of service is entitled to one hundred and sixty (160) hours of vacation time.
4. An Employee who has completed more than 21 years of service is entitled to two hundred (200) hours of vacation time.

**Section 14.2. Eligibility.** In the first calendar year, and prior to completing one year of employment, an eligible Employee is not entitled to any vacation days until the beginning of the next calendar year. Beginning with the next calendar year, an Employee shall be entitled to eight (8) vacation hours for each month worked by the Employee during the previous calendar year, not to exceed eighty (80) vacation hours.

The calendar month in which employment starts shall count as one full month in computing an Employee's vacation days for the first full calendar year

if the Employee's starting date is on or before the 16<sup>th</sup> day of such month.

**Section 14.3. Use of Vacation Days.** Vacation days are not cumulative. Earned days must be taken during the calendar year following the year earned. Exceptions to this rule will be considered on a case-by-case basis for special circumstances, and shall not be unreasonably denied. In this situation, the Chief of Police may grant a deferral of up to eighty (80) vacation hours. Any deferred hours must be taken in the next calendar year. Vacation time shall be charged against an Employee in not less than four (4) hour units.

**Section 14.4. Scheduling.** The Chief of Police shall schedule vacations in accordance with the policy in effect at the time of the Agreement's execution. The Chief of Police has the sole authority to design and implement new vacation scheduling procedures. The Chief of Police, except in cases of emergencies, shall attempt to schedule a Labor-Management Conference to inform Employees of any changes in the scheduling procedures at least thirty (30) days prior to the effective date of the changes. The Chief of Police shall, if practicable, schedule vacations at the times desired by Employees.

**Section 14.5. Special Vacation Reimbursement.** If an Employee is unable to use all earned vacation hours by the end of the calendar year, and the number of unused vacation hours will be more than the maximum number of hours that may be deferred for use in the next calendar year, the Employee may request Special Vacation Reimbursement. Special

Vacation Reimbursement shall be given upon the specific approval of the Village Manager for those hours over the maximum number of allowed deferred hours at the Employee's current rate of pay. Consideration for the Special Vacation Reimbursement shall be based on the Employee's work load, departmental responsibilities, or other special circumstances. Requests for Special Vacation Reimbursement, must be made by November 1<sup>st</sup>. Special Vacation Reimbursement shall be paid to the Employee at the end of the first pay period of the next calendar year.

**Section 14.6. End of Service.** An Employee is not entitled to receive pay in lieu of vacation time for which they are eligible, except in the event of termination, retirement, or death.

Pay in lieu of vacation time shall be at the Employee's basic salary rate of pay at the time of termination, retirement, or death.

**Section 14.7. Death.** In the event of death, the person designated as the beneficiary of the deceased Employee on a life insurance policy provided by the Village will be paid for vacation earned to date and not yet taken for the current year.

**Section 14.8.** If the Village shall provide additional vacation benefits over and above the current benefit amount as provided for in this Agreement, the Village shall also provide the same additional benefit to Employees covered by this Agreement, but in no case shall the benefit be less than as provided for in this Agreement.

**ARTICLE XV**

**SUBCONTRACTING**

It is the general policy of the Village to continue to utilize its Employees to perform work they are qualified to perform. However, while the Village reserves the right to contract out work it deems necessary, in the exercise of its best judgment, the Village does not plan to reduce the bargaining unit by such action.

**ARTICLE XVI**

**GENERAL**

**Section 16.1. Health and Safety.** The Village will make reasonable provision for the safety and health of Employees during their hours of employment. The Employees will abide by the health and safety rules of the Village.

**Section 16.2. Grayslake Board of Fire and Police Commissioners.**  
The parties recognize that the Grayslake Board of Fire and Police Commissioners have 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 Grayslake Board of Fire and Police Commissioners, except in circumstances where the Chief of Police imposes a suspension of more than forty (40) hours discipline and/or termination which may be submitted to an independent arbitrator as provided for in this Section 16.2. When the Chief of Police is contemplating a suspension of more than forty

(40) hours or termination, the Village shall notify the Employee so as to provide the Employee with the opportunity to elect, irrevocably and in writing, between (1) having said suspension submitted to an independent arbitrator, or (2) submitting said suspension to the Grayslake Board of Fire and Police Commissioners. An election of an independent arbitrator involving discipline of more than forty (40) hours and/or termination must be filed within seven (7) days of the imposition of discipline or discharge. Upon an Employee's election to appeal discipline of more than forty (40) hours or termination to an independent arbitrator, the Chief of Police has sole authority to issue and implement such suspension or termination subject to review by the independent arbitrator; and the Lodge and the Employee shall be deemed to have waived any right to proceed before the Grayslake Board of Fire and Police Commissioners. If an Employee elects to utilize the arbitration procedure, the independent arbitrator shall be selected in accordance with the procedures as set forth in Article VI, Section 6.3(a) of this Agreement.

**Section 16.3. Disciplinary Statute.** Nothing in this Agreement shall abridge an Employee's rights under the Uniform Peace Officer's Disciplinary Act, 50 ILCS 725/*et seq.* In any meeting called by a command or supervisory personnel with any individual Employee in which such Employee reasonably believes that disciplinary action against such Employee will result directly from such meeting, the Employee may request that a Lodge representative be present, provided that the meeting shall not be unreasonably delayed as a result of such request for Lodge representation.

**Section 16.4. Inspection of Personnel Files.** The Village shall allow

an Employee to examine the contents of his personnel file in accordance with the Illinois Personnel Records Review Act, 820 ILCS 40/1 et seq.

**Section 16.5. Clothing.** The Village shall provide the required uniforms and equipment to Employees. Each year the Village shall also set aside \$450.00 for each Employee to purchase additional items for use at work other than the standard issue uniforms and equipment. The Chief of Police must initially approve any additional purchase before the purchase is made, and the Chief of Police shall not unreasonably withhold his approval. Unused funds shall not be carried over from year to year.

**Section 16.6. Physical Fitness Program.** To maintain and improve efficiency in the Police Department, to protect the public and to reduce insurance costs and risks, the Village may, at its discretion, establish a voluntary physical fitness program for Employees. An Employee may not be disciplined for failing to meet any goals that the Village may establish, so long as the Employee makes a good faith effort to meet the goals.

**Section 16.7. Outside Employment.** All Employees holding secondary employment shall notify the Chief of Police or his designee, of the place of employment, address, phone number, supervisor's name, and hours of employment so that the Employee may be reached in an emergency. The Chief of Police may prohibit such employment where it interferes, conflicts or disrupts the operations or integrity of the Department. Prohibited positions shall include, but are not limited to:

- (a) Where the Village's uniform, badge, LEADS line, vehicle or equipment is utilized unless specifically approved by the Chief of Police, or his designee;
- (b) Where the hours worked cause an Employee such fatigue that he/she is unable to properly perform his/her job duties;
- (c) Where a conflict of interest with his/her job duties for the Village is created;
- (d) Where the type of secondary employment is prohibited by law, or negatively reflects on the Village.

**Section 16.8. Replacement of Personal Property.** Subject to the approval of the Chief of Police, and solely at his discretion, which shall not be unreasonably withheld, the Village may repair or replace an Employee's eye glasses, contact lenses, prescription sunglasses, uniforms, police equipment, or other personal property, if such are damaged or broken during the course of the Employee's duties. Damage or breakage due to the Employee's own negligence shall not be subject to reimbursement.

**Section 16.9. Body Armor.** The Village shall provide an Employee with threat level IIA body armor, and Employees shall be required to wear them. (Commonly known as bullet proof vests.)

**Section 16.10. Tuition Reimbursement.**

(a) **Purpose.** Tuition reimbursement is intended to provide assistance to Employees to pursue continuing education and to improve and enhance on-the-job skills, which will benefit Village operations.

**(b) Tuition Reimbursement Fund.** Each fiscal year of the Agreement, the Village shall set aside a maximum of \$8,000.00 for use as tuition reimbursement.

The Village shall reimburse an Employee up to \$200.00 per credit hour, plus up to \$150.00 for other related costs. Priority for reimbursement shall be determined by the Employee's application date to the Chief of Police on a first-come, first-served basis. Unused funds shall not be carried over to the next year.

**(c) Eligibility.** The following conditions must be met in order for an Employee to be eligible for tuition reimbursement from this fund:

- (1) The Employee must exhaust all other sources of financial assistance (Veteran's benefits, scholarships and grants, etc.)
- (2) The Employee must apply for tuition reimbursement eligibility and be pre-approved no less than thirty (30) days prior to beginning course work.
- (3) At the time of the Employee's application, sufficient budgeted funds must be available within the current fiscal year for the Employee to receive tuition reimbursement.
- (4) The course is related clearly and directly to an Employee's current job classification.

(5) The courses do not interfere with the Employee's ability to perform all job duties and responsibilities.

**(d) Application Procedures.** Reimbursement is not guaranteed unless the Employee applies for pre-approval to verify that the course qualifies for reimbursement and that funding is available. An Employee seeking tuition reimbursement should request a tuition reimbursement application form from the Village. Application forms must be returned no less than thirty (30) days prior to beginning course work.

**(e) Payment.** Upon tuition reimbursement approval, the Village will either pre-pay or reimburse the Employee for tuition and book-related costs as follows:

(1) **Prepayment:** For pre-payment to occur, the Employee must submit copies of invoices for tuition, fees, and books to the Village prior to beginning course work.

(2) **Reimbursement:** For reimbursement to occur, the Employee must submit all receipts for tuition, fees and books to the Village no later than 30 days after beginning course work.

**(f) Completion of Course.** The Employee must complete the course work with the achievement of a grade "C" or better and submit an official grade report. If the course is Pass/Fail, the Employee must "Pass" the course. If the Employee fails to meet this requirement, the tuition reimbursement paid to the Employee shall represent a monetary debt

owed and due to the Village by the Employee. Said debt shall be repaid by the Employee or by monetary equivalent deducted from the Employee's earnings.

**Section 16.11. Residency Requirement.** All Employees shall be required to reside within thirty (30) air miles of the corporate limits of the Village of Grayslake.

**Section 16.12. School Visitation/Participation.** An Employee shall be provided up to eight (8) hours of unpaid leave per school year to attend the primary or secondary school conferences or classroom activities related to the Employees' children that cannot be scheduled during non-work hours. No more than four (4) hours of the eight (8) hours of leave may be taken on any one day.

Employees must exhaust all earned and accrued, but unused, paid vacation and holiday leave before requesting this leave. Employees also must give the Village seven (7) days' notice prior to taking the leave. If it is an emergency situation, Employees must provide only twenty-four (24) hour notice to the Village. Upon completion of the school visit, Employees must submit to the Village written verification from the school that the visit occurred.

**Section 16.13. Travel Expenses.** The Village shall reimburse Employees for any necessary and reasonable travel expenses, so long as said expenses are pre-approved by the Village. Upon completion of the travel, the Employee shall submit proper documentation to substantiate the

expenses.

**Section 16.14. Killed in the Line of Duty.** The Village agrees to provide \$10,000.00 to the Estate of any Employee killed in the line of duty.

**Section 16.15. Training.** At the discretion of the Chief of Police, the Chief of Police may require that an Employee take part in training programs or seminars. The Chief of Police shall, to the extent possible, distribute training evenly among Employees.

## **ARTICLE XVII**

### **DRUG AND ALCOHOL TESTING**

**Section 17.1. Policy.** The Village adopts a Policy of Zero Tolerance towards drug and alcohol use. The illegal use, sale or possession of drugs at any time while employed by the Village, the abuse of drugs, or being under the influence of alcohol or the consumption of alcohol while on duty, shall be cause for discipline, including termination, subject to confirmation by the Board of Fire and Police Commissioners, and such disciplinary issues shall be subject to the exclusive jurisdiction of the Board of Fire and Police Commissioners.

**Section 17.2. Testing.** The Village, at its sole discretion, may require an Employee to submit to urine and/or blood tests if the Village determines there is reasonable suspicion for such testing. The Village may also require an Employee to submit to urine and/or blood tests in the last month of his probationary period and/or prior to the promotion to a higher rank. Employees may be subject to urine and/or blood testing while on

assignment to an outside work group such as, but not limited to, the Metropolitan Enforcement Group, the NIPAS Emergency Services Team, the NIPAS Mobile Field Force, or other outside task force or work unit.

**Section 17.3. Procedures.** The Village shall use only licensed clinical laboratories for such testing and shall be responsible for maintaining the proper chain of custody. The taking of urine samples shall not be witnessed unless there is reasonable suspicion to believe the Employee is tampering with the testing procedure. If the first test results in a positive finding, a confirmatory test shall be conducted. An initial positive test result shall not be submitted to the Village unless a confirmatory test result is also positive as to the same sample. Upon request, the Village shall provide an Employee with a copy of any test results which the Village receives with respect to such Employee.

The results of any such tests for any violation shall be made available to the Village for appropriate action. An Employee who is determined to have an alcohol level of 0.00 to 0.01 shall not be subject to discipline.

A portion of the tested sample shall be retained by the laboratory so that the Employee may arrange for another confirmatory test (GC/MS or a scientifically accurate equivalent) to be conducted by a licensed clinical laboratory of the Employee's choosing and at his expense. The Employee shall be responsible for maintaining the proper chain of custody for said portion of the tested sample once the sample leaves the facility selected by

the Village. Additionally, the results of any such tests made by an Employee shall be made available to the Village for appropriate action.

**Section 17.4. Confidentiality.** Drug testing shall be held in the highest confidence by the Village and the Lodge.

## **ARTICLE XVIII**

### **INSURANCE**

**Section 18.1. Coverage.** The Village shall continue to make available to Employees with the same insurance coverage and benefits, and on the same terms as are offered to other Village Employees.

**Section 18.2. Life Insurance.** During the term of this Agreement, the Village shall provide each full-time Employee covered by this Agreement, with Term Life Insurance equal to Seventy-Five Thousand Dollars (\$75,000.00). The Village reserves the right to provide this life insurance through a self-insured plan or under a group insurance policy or policies issued by an insurance company or insurance companies selected by the Village. The Village also retains the right to elect a different insurance carrier or self-insure at another time.

**Section 18.3. Hospital-Medical and Dental Insurance.** The Village shall continue to make available to Employees covered by this Agreement and their dependents group hospital and medical insurance and group dental plan as existed prior to the signing of this Agreement. The Village retains the right to elect a different insurance carrier or self-insure, so long as the benefits continue to be comparable.

**Section 18.4. Cost.** The cost of insurance for (dependent and Employee) shall be shared by the Village and Employee as follows: Village: 85%, and Employee: 15% for the entire premium amount. The cost of insurance for Employee only coverage shall be paid 100% by the Village.

**Section 18.5. Cost Containment.** The Village reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, preadmission and continuing admission review, changes in deductions, changes in co-payments, prohibition on weekend admissions except in emergency situations, and mandatory outpatient elective surgery for certain designated surgical procedures.

**Section 18.6. Inoculation.** The Village will pay for needed inoculation or immunization for an Employee and family members if the Employee is exposed to a contagious disease in the line of duty.

**Section 18.7.** If the Village shall provide additional benefit coverage and/or at a reduced premium amount to other Village Employees, the Village shall also provide the same additional coverage and/or reduced premium amount to the Employees covered by this Agreement, but in no case shall the benefits be less than as provided for in this section.

The provisions of this section shall not apply when Village employees working in the Public Works Department receive their health care benefits through their union's health care plan.

## ARTICLE XIX

### TERM OF AGREEMENT AND LEGALITY CLAUSES

**Section 19.1. Complete Agreement.** This Agreement supersedes and cancels all prior practices, policies 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. If a past practice is not addressed in the Agreement, it may be changed by the Village as provided in the management rights clause. Each party waives the right to bargain further on any subject during the term of this Agreement.

**Section 19.2. Savings Clause.** In the event any Article, section or portion of this Agreement should be held invalid and unenforceable *by any* board, agency or court of competent jurisdiction, such decision shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision; and upon issuance of such a decision, the Village and the Lodge agree to immediately begin negotiations on a substitute for the invalidated Article, section or portion thereof. During the course of such negotiations, Article VII, No Strike-No Lockout, shall remain in full force and effect.

**Section 19.3. Term of Agreement.** This Agreement shall be effective May 1, 2016 and shall remain in full force and effect until 11:59 p.m. April 30, 2021. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the

anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall take place between February and April before such anniversary date.

Notwithstanding any provision in this Agreement to the contrary, this Agreement shall remain in effect after the expiration date while negotiations and/or impasse procedures for a new agreement are continuing.

Executed this 8<sup>th</sup> day of May, 2016.

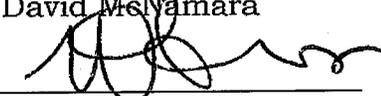
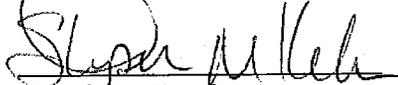
VILLAGE OF GRAYSLAKE

By:   
MICHAEL J. GUSS  
Village Manager

ILLINOIS FRATERNAL ORDER OF  
POLICE LABOR COUNCIL

By:  5/23/16  
Russell R. Vogt  
Field Representative

F.O.P. GRAYSLAKE LODGE NO. 99

By:   
David McNamara  
By:   
Matthew Gore  
By:   
Stephen Kueber