

RESOLUTION NO. 2023-47

**A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT
WITH THE FRATERNAL ORDER OF POLICE FOR LAKE BLUFF POLICE SERGEANTS**

WHEREAS, in 2010 the Police Sergeants of the Village of Lake Bluff Police Department elected to be represented by the Illinois Council of Police (“ICOPs”) and the first collectively bargained contract for the Sergeants was approved by the Village Board on October 22, 2012 commencing on May 1, 2010 and expiring on April 30, 2014; and

WHEREAS, in August 2014 the Illinois Labor Relations Board notified the Village that the Police Sergeants voted to be represented by the Fraternal Order of Police Labor Council (“FOP”); and

WHEREAS, in June 2015 the Lake Bluff Village President and Board of Trustees approved a Collective Bargaining Agreement with the FOP for the Police Sergeants commencing on May 1, 2014 and expiring on April 30, 2017; and

WHEREAS, in January 2019 the Lake Bluff Village President and Board of Trustees approved a Collective Bargaining Agreement with the FOP for the Police Sergeants commencing on May 1, 2017 and expiring on April 30, 2021; and

WHEREAS, in November 2021 the Lake Bluff Village President and Board of Trustees approved a Collective Bargaining Agreement with the FOP for the Police Sergeants commencing on May 1, 2021 and expiring on April 30, 2024; and

WHEREAS, Village Staff (with the guidance of the appointed labor counsel of the Lake Bluff Village President and Board of Trustees, Jill O’Brien of Laner Muchin) has negotiated with the authorized representatives of the FOP on behalf of the Village and recommends approval of the proposed Collective Bargaining Agreement commencing on May 1, 2023 and expiring on April 30, 2027; and

WHEREAS, on November 22, 2023 the authorized representative of the FOP notified the Village that the proposed Collective Bargaining Agreement has been agreed to by a majority of the members; and

WHEREAS, the Board of Trustees has determined that it is in the best interest of the Village of Lake Bluff to approve the Collective Bargaining Agreement with the FOP.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LAKE BLUFF, LAKE COUNTY, ILLINOIS, as follows:

SECTION 1: **Authorization to Execute the Collective Bargaining Agreement with the Fraternal Order of Police (“FOP”)**

The Village President is hereby authorized to execute the Collective Bargaining Agreement with the Fraternal Order of Police (“FOP”) on behalf of the Police Sergeants of the Village of Lake Bluff Police Department attached as Exhibit A.

SECTION 2: **Effective Date**

This Resolution shall be effective following passage by the Board of Trustees of the Village of Lake Bluff in the manner required by law.

PASSED this 27th day of November 2023 by vote of the Board of Trustees of the Village of Lake Bluff, as follows:

AYES: (6) Fried, Fisher, Hatch, Rappin, Rider, Cole

NAYS: (0)

ABSENT: (0)

APPROVED this 27th day of November 2023.



Village President

ATTEST:



Village Clerk

Exhibit A - Agreement

ILLINOIS FOP LABOR COUNCIL

and

VILLAGE OF LAKE BLUFF

Sergeants



May 1, 2023 – April 30, 2027

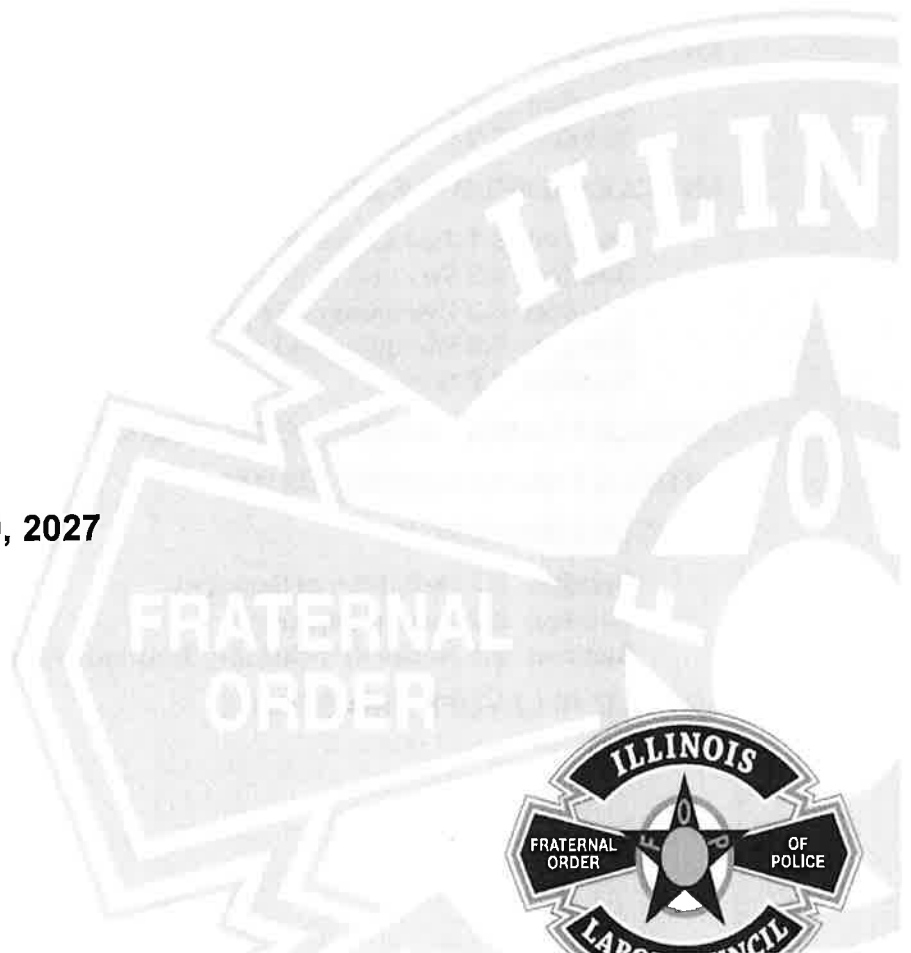


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INTRODUCTION

This Labor Agreement is voluntarily entered into by and between the Village of Lake Bluff, Illinois, hereinafter also referred to as the "Village" and the Illinois Fraternal Order of Police, Labor Council hereinafter also referred to as the "Union" or "Labor Council", or "Council" as the exclusive collective bargaining agent for the employees of the Village of Lake Bluff who are described in the collective bargaining unit described herein.

PREAMBLE

The Union, having been certified by the Illinois Labor Relations Board, August 6, 2014 (S-RC-14-097) as collective bargaining agent for all sworn Police Sergeants employed by the Village (other than the Commander(s), and the Village, having voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting certain relations between them, and the intention of the parties to this Labor Agreement being to provide for the appropriate wage structure, hours of employment, working conditions and benefits, and orderly and expeditious grievance procedure, all as set forth herein, the parties therefore agree to the following:

ARTICLE 1 **RECOGNITION AND REPRESENTATION**

Section 1.A Exclusive Agent

The Village recognizes the Union as the sole and exclusive bargaining agent for all Sworn Police Sergeants, excluding all sworn Officers below the rank of Sergeant, Police Commanders, and other sworn Officers above the rank of Sergeant, Managerial and Supervisory employees employed with the Village of Lake Bluff.

Section 1.B Membership

As used herein, the term "sworn Police Sergeants" shall refer to all those persons included in the collective bargaining unit described above.

Section 1.C Probationary Period

The probationary period for all employees hired or promoted to a position in this bargaining unit shall normally be six (6) months. The Chief may extend the probationary period for an additional six (6) month period after providing written notice to the Union and the affected Sergeant with a brief explanation of the reason for the extension. During the probationary period, employees shall be entitled to all benefits (except where specifically stated) provided for in this Labor Agreement except that any discipline and termination shall be at the sole discretion of the Village and shall not be subject to the grievance procedure set forth in this Agreement. There shall be no seniority among probationary Sergeants. Upon successful completion of the probationary period, a Sergeant shall acquire seniority, which shall be retroactive to the individuals' last date of hire with the Village in the position covered by this Labor Agreement.

Section 1.D New Sergeants

The Village agrees to notify the Union of the hiring or promotion of all new sworn Police Sergeants, whose job classifications are covered by this Labor Agreement within ten (10) working days of the date of promotion to the position of Sergeant.

ARTICLE 2

NON-DISCRIMINATION

Section 2.A Equal Employment Opportunity

The Village will continue to provide equal employment opportunity for all Sergeants covered by the terms of this Labor Agreement.

Section 2.B Non-Discrimination

Neither the Village nor the Union shall discriminate against any employee because of race, creed, color, national origin, sex, or physical or mental disability as defined by the Americans with Disabilities Act or other legally protected categories. Complaints or charges of discrimination under Article 2 shall not be subject to the grievance and arbitration Article of this Labor Agreement.

Section 2.C Use of Masculine Pronoun

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

ARTICLE 3

DUES DEDUCTION. & INDEMNIFICATION

Section 3.A Dues Check Off

The Village shall deduct Union dues from the salary of each Union member covered by this Labor Agreement in amounts as determined by the Union, and shall promptly transmit such funds to the Union, provided the amounts to be deducted shall be uniform for each Union member and provided the deduction is voluntary and authorized in writing by the Union member, Appendix A Dues Authorization by the member. Bona Fide religious objections to the payment of voluntary membership dues shall be resolved consistent with the provisions of the Illinois Public Labor Relations Act, as amended, and the rules of the Illinois Public Relations Board. Voluntary Union dues shall be deducted from the salaries of Union members and transmitted to the Illinois FOP Labor Council at 974 Clock Tower Drive, Springfield, IL 62704-1304 within thirty (30) days after the voluntary authorized deductions have been made.

Section 3.B Indemnification

The Illinois Fraternal order of Police, Labor Council agrees to indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the

Village for the purpose of complying with the provisions of this Article, or in reliance on any written deduction authorization furnished under this Article, including Village's reasonable and necessary attorney's fees incurred in defending any of said claims, actions, complaints, suits or other forms of liability, and in enforcing the terms of this Article.

Section 3.C Union Representatives and Visitation

The Village recognizes the right of the Union to elect, appoint, or otherwise name up to two (2) Sworn Lake Bluff Police Sergeants as Stewards of the unit. The names of these two (2) Stewards shall be provided to the Lake Bluff Chief of Police or designee immediately upon the conclusion of the negotiation of this Labor Agreement. Any subsequent changes in the names of these unit Stewards shall also be provided to the Chief of Police or designee in writing as such changes occur. Stewards shall not conduct Union business during regular working hours except with the permission of the Chief of Police or designee.

Also, the Village recognizes the right of the Union to send Labor Council representatives to the police department, for purposes for the administration, investigations and processing provisions of the Labor Agreement. Attendance will be subject to reasonable prior notice and approval of the Chief (or designee in his absence), which approval will not be unreasonably withheld or denied. Such visits shall not interfere with normal police department functions or any necessary police activities.

The Village shall grant a reasonable amount of paid release time for up to two (2) Union members to participate in contract negotiations at agreed upon joint meetings scheduled during the employee's normal working hours, provided it does not interfere with normal police department duties. Any pay under this Section shall only be provided in the event the Union member was regularly scheduled to work during the agreed upon times of the contract negotiations. Upon request, the Village agrees to provide the Union with employee information in accordance with Public Act 94-472, or as amended.

ARTICLE 4

NO STRIKE - NO LOCKOUT

Section 4.A No Strike

Neither the Union nor any Sergeants or agents of Sergeants covered by this Labor Agreement will initiate, encourage, authorize, engage in, ratify, or condone any strike, sympathy strike, slowdown, or withholding of services or any other job action or any other intentional interruption or disruption of the operations of the Village regardless of reason for so doing. Any and/or all Sergeants who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. Each Sergeant who holds the position of Sergeant or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Article, the Union agrees to inform its members of their obligations under this Labor Agreement and to direct them to return to work.

Section 4.B No Lockout

During the term of this Labor Agreement, the Village will not instigate a lock out of any Sergeants during the term of this Labor Agreement over a labor dispute with the Council.

Section 4.C Penalty

The only matter that may be made the subject of a grievance and arbitration procedure concerning disciplinary action imposed for an alleged violation of Section 4.1 is whether or not the Sergeant 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 4.D Judicial Restraint

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

ARTICLE 5 **EMPLOYEE RIGHTS**

Section 5.A Public Information

The Employer agrees to comply with the applicable statutes or Acts governing public information.

Section 5.B Observance of Statutory Requirements

The Employer will observe the provisions of the Uniform Peace Officer's Disciplinary Act (50 ILCS 725/1 et seq.) in conducting an interrogation of a covered member during a formal investigation of the covered member's alleged misconduct. As provided in the Act, the term "interrogation" does not include questioning (1) as part of an informal inquiry or (2) relating to minor infractions of agency rules which may be noted on the covered member's record but which may not in themselves result in removal, discharge or suspension in excess of three (3) days. The Employer will also observe the requirements of the Illinois Public Labor Relations Act 5 ILCS 315/1 et seq.), as construed by the Illinois State Labor Relations Board, regarding the right of a covered member to have Labor Council representation during an investigatory interview.

ARTICLE 6 **EMPLOYEE SECURITY**

Section 6.A Just Cause Standard

No non-probationary employee covered by the terms of this Labor Agreement shall be suspended, relieved from duty, or disciplined in any manner without just cause.

Section 6.B Fire and Police Commission

Any documented reprimands, suspensions, proposed terminations, or other disciplinary actions brought by the Village, Police Chief or designee against any Sergeant covered by this Labor Agreement, shall not be considered valid unless the accused Sergeant or Sergeants and the Union

have been provided with specific details of charges as well as the names of any and all witnesses who may be called to testify against the accused. Nothing will preclude either party from presenting additional witnesses if new information is presented. The parties recognize that the Fire and Police Commission of the Village has certain statutory authority over members covered by this Labor Agreement, including, but not limited to, the right to make, alter and enforce rules and regulations. Nothing in this Labor Agreement is intended in any way to replace or diminish the authority of the Fire and Police Commission, except that the parties have negotiated an alternative procedure based upon Article 11 Dispute Resolution and Grievance Procedure of this Labor Agreement and as expressed in this Labor Agreement per Article 11, with respect to the imposing of disciplinary action, appeal and/or review of disciplinary actions shall be in lieu of the Fire and Police Commission, and shall expressly supersede and preempt, any provisions that might otherwise be the Rules and Regulations of the Village's Fire and Police Commission to review, implement discipline or conduct an appeal of disciplinary actions imposed. The parties to the Labor Agreement have agreed the Chief of Police shall have the sole authority to impose disciplinary action up to and including termination for a non-probationary covered member for just cause and will not file charges with the Fire and Police Commission. Neither the Police Chief nor the Village, or their agents will file charges asking the Fire and Police Commission to review or impose discipline on any covered member; instead all such discipline shall be imposed by the Chief of Police and appealed per Article 11 Dispute Resolution and Grievance Procedure. Pursuant to Section 15 of the IPLRA and 65 ILCS § 10-2.1-17, the parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Labor Agreement. The parties agree the affected covered member may only appeal the disciplinary action imposed per Article 11 and no such appeal shall be available before the Fire and Police Commission.

Section 6.C Disciplinary Sequence

The typical disciplinary sequence for any employee covered by this Labor Agreement generally will be: Verbal Warning; Written Warning, with a copy to the employee's personnel file; Suspension and/or dismissal. Disciplinary action, up to and including termination of employment, shall be for just cause. It is understood that the Village may skip any step(s) in the progressive discipline sequence and even dismissal may result as the first step in the disciplinary procedure depending on factors such as the circumstances, the Sergeant's overall record, and severity of the offense. Upon request, any Lake Bluff police Sergeant covered by this Labor Agreement is entitled to Labor Council representation at any meeting or hearing called for the specific purpose of disciplining the employee. If a non-disciplinary meeting, turns into a disciplinary meeting, the employee is entitled to ask for a recess of the meeting for a reasonable period of time until Labor Council representation can be obtained before continuing with any such disciplinary meeting.

Section 6.D Discipline and Dismissal

Suspension and/or dismissal of a sworn police Sergeant must be supported by just cause. Any Arbitrator shall have the authority to order restoration of employment, including full seniority rights, back wages, benefits and accruals of such and pension contributions by the Employer of a dismissed employee pursuant to this Section only if accompanied by a finding of a violation of the employee's substantive rights or other applicable obligations in the Labor Agreement. The

Arbitrator and or any legal tribunal in such cases shall reduce any back pay award by any amount earned by the employee during the period the employee was not working for the Village and by any unemployment or other compensation payments earned or received during such period, except for any employee paid loss of income protection policy or benefit plan or legal defense program.

Section 6.E GPS

The Parties agree that evidence and information obtained from a GPS tracking device may not alone constitute just cause for disciplinary action or discharge of a Sergeant but may be used by the Employer as corroborating evidence that just cause exists.

ARTICLE 7 **LABOR MANAGEMENT COMMITTEE**

At the request of either party, the Union and the Chief of Police or designee shall meet to discuss matters of mutual concern that do not involve grievances being processed under the Grievance Procedure or negotiations for the purpose of altering the terms of this Labor Agreement. The party requesting the meeting shall submit a written agenda of the items it wishes to be discussed as least seven (7) regular Village business working days prior to the date of the meeting.

ARTICLE 8 **MANAGEMENT RIGHTS**

Except as specifically limited by the express provisions of this Labor Agreement, the Labor Council recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, and these rights shall be liberally construed. Specifically, but without limiting the generality of the foregoing, it is understood and agreed that this Labor Agreement does not affect and shall not be deemed or construed to impair the Employer's right, in its sole discretion and judgment, to do the following on a unilateral basis:

- a. To determine, control, regulate and direct matters of inherent managerial policy;
- b. To supervise and direct the working forces;
- c. To determine the functions of the Police Department and its mission;
- d. To determine the nature and extent of service offered to the public by the Employer;
- e. To determine, plan, direct and control the Employer's overall budget;
- f. To determine the Employer's organizational structure;
- g. To select new employees, and establish examination techniques and eligibility requirements;
- h. To assign, reassign, schedule, or alter the assignments issued to the working force or any individual therein;

- i. To plan, direct, schedule, control and determine the operations or services to be conducted by Sergeants of the Employer and to change them from time to time;
- j. To hire, promote, demote, suspend, recall, discipline, or discharge non-probationary employees for just cause;
- k. To hire, promote, demote, suspend, recall, discipline or discharge probationary employees for any or no reason;
- l. To train employees and select employees for training opportunities;
- m. To change or eliminate existing methods, equipment or facilities or introduce new ones;
- n. To make, alter, modify, eliminate, and enforce reasonable rules, regulations, including those known as the Village of Lake Bluff Rules and Regulations for the Police Department, policies, procedures, special orders and operating reasonable directives governing matters including, without limitation, performance, safety, quality, and other behavioral guidelines governing Sergeants;
- o. To determine the nature, extent, duration, character and method of operation including the right to contract out or subcontract;
- p. To assign and/or schedule overtime assignments;
- q. To determine the quality and quantity of work required to be performed by the employees to ensure maximum mobility, flexibility and efficiency of operations;
- r. To determine the methods, means, organization and number of personnel by which such operations and services shall be made or provided; and,
- s. To establish performance standards and evaluate employees.

ARTICLE 9

SENIORITY

Section 9.A Definition of Seniority

Seniority shall be based on the length of time from the last date of beginning continuous full-time employment as a sworn Sergeant in the Lake Bluff Police Department. Leaves exceeding ninety (90) days shall be deducted from the total accumulated date of full-time service in determining seniority, except leaves resulting from military duty or duty-related injuries or unless otherwise stated to the contrary in this Labor Agreement. Seniority for the benefits and accrual of benefits shall be based on years of continuous employment with the Village of Lake Bluff. Conflicts of seniority shall be determined on the basis of the order of the Sergeants on the Lake Bluff Police and Fire Commission's promotional list, with the Sergeant higher on the list being more senior.

Section 9.B Loss of Seniority

An employee will lose his seniority when:

- a. The employee resigns, retires, or quits;
- b. The employee is discharged (for just cause for a Sergeant who has successfully completed the probationary period) and such is not overturned by an Arbitrator;
- c. The employee fails to report to work within five (5) calendar days after the conclusion of an authorized leave of absence or vacation;
- d. The employee fails to notify the Chief of Police or his authorized designee of his intention to return to work within five (5) weekdays Monday through Friday (exclusive of holidays observed by the Village) after being sent notice of recall;
- e. The employee is laid off and fails to report to work within fourteen (14) days after having been recalled;
- f. The employee is laid off for a period in excess of eighteen (18) months;
- g. The employee does not perform work for the Village (except for military service, disability pension, or a layoff where the Sergeant has recall rights, or an established work-related injury compensated under workers' compensation for a period in excess of twelve (12) months.
- h. The Employer agrees that the covered member may present documentation to support the failure to comply with sub-sections: (c)-(d) and (e) if the Employer implements disciplinary action. Such documentation, if any, must be submitted within forty-eight (48 hours) of Employer's request to be considered.

Section 9.C Notice of Voluntary Retirement/Separation

Sergeants who provide at least sixty (60) days' prior notice of separation or retirement will receive a one-time lump sum payment in the amount of Five Hundred Dollars (\$500) at the time of separation. The Sergeant will be required to sign and comply with the terms of an irrevocable separation form to receive this one-time separation stipend; if the Sergeant rescinds the notice (for any reason), the stipend is not earned or payable to the Sergeant. Any decision to retire earlier or later in violation of the terms of the irrevocable separation form must be mutually agreed to by the Parties to be effective.

ARTICLE 10

LAYOFF AND RECALL

Section 10.A Layoff

The Village, in its sole discretion, shall determine when and whether layoffs are necessary. If it is determined that layoffs are necessary, Sergeants covered by this Labor Agreement will be laid off in accordance with their length of service as a sworn officer with the Department as provided

by the Illinois Statute, 65 ILCS 5/10-2.1-18. Except in an emergency, no layoff will occur without at least ten (10) business days' written notification (email is fine) to the Union.

Section 10.B Recall

Sergeants who are laid off shall be placed on a recall list for a period of eighteen (18) months. If there is a recall, Sergeants who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training. Sergeants who are eligible for recall shall be given a minimum of fourteen (14) days' notice of recall and notice of recall shall be sent to the Sergeant by certified or registered mail with a copy to the Union, provided that the Sergeant must notify the Chief of Police or designee of his/her intention to return to work within five (5) weekdays Monday through Friday (exclusive of holidays observed by the Village) after receiving notice of recall. Such notification of intention to return to work shall be done in writing. 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 Sergeant, it being the obligation and responsibility of the Sergeant to provide the Chief of Police or authorized designee with his/her current mailing address. A Sergeant who fails to timely respond to a recall notice shall have his/her name removed from the recall list.

ARTICLE 11 **RESOLUTION AND GRIEVANCE PROCEDURE**

Section 11.A Definition

A "grievance" is defined as a dispute raised by a Sergeant and/or the Union against the Village involving an alleged violation of an express provision of this Labor Agreement. The parties recognize that the Lake Bluff Police and Fire Commission has and retains certain statutory authority over employees covered by this Labor Agreement, except as denoted in Article 6. Such authority shall not contradict the terms of this Labor Agreement. A reprimand may be grieved but is not subject to arbitration.

Section 11.B Representation

The Labor Council may have the grievant or grievants present at any step of the grievance procedure, and the grievant is entitled to Labor Council representation at any step of the grievance procedure.

Section 11.C Procedure

STEP 1: Any Sergeant who has a grievance or the Labor Council shall submit the grievance, Appendix B in writing to the Deputy Chief of Police (or designee). The grievance, (Appendix B) shall contain a statement of the facts, the provision, or provisions of this Labor Agreement, which are alleged to have been violated, and the relief requested. All grievances must be presented no later than seven (7) business days from the date of the occurrence of the matter giving rise to the grievance or within seven (7) business days after the Sergeant, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance.

The Deputy Chief of Police (or designee) shall render a written response to the grievance within seven (7) business days after the grievance is presented to the Labor Council and grievant.

STEP 2: If the grievance is not settled at Step 1 and the Sergeant or Union wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be submitted in writing to the Chief of Police within seven (7) business days after receipt of the Deputy Chief of Police written response at Step 1 or the time limited to provide the written response.

The grievance shall specifically state the basis upon which the grievant and/or Labor Council believes the grievance was improperly denied at the previous step in the grievance procedure. The Chief of Police, or designee, will review the grievance and may offer to discuss the grievance within seven (7) business days with the grievant and an authorized representative of the Union at a time and place mutually agreeable to the parties. If no settlement of the grievance is reached, the Chief of Police or designee shall provide a written response to the grievant and the Union within seven (7) business days following the meeting.

STEP 3: If the grievance is not settled at Step 2 and the Sergeant or Union desires to appeal, it shall be referred by the Sergeant or Union in writing to the Village Administrator within seven (7) business days after receipt of the Chief of Police response at Step 2. Thereafter the Village Administrator or his designee or other appropriate individual(s) as desired by the Village Administrator, shall meet with the grievant and a Union representative within seven (7) business days of receipt of the Sergeant or Union's appeal, unless extended by the parties. If no agreement is reached, the Village Administrator or designee shall submit a written response to the grievant and the Union within seven (7) business days following the meeting.

Section 11.D Arbitration

If the grievance is not settled in Step 3 and the Labor Council wishes to appeal the grievance to arbitration, as described below, within seven (7) business days of receipt of the Village Administrator's written response as provided to the Labor Council as Step 3 or the time limit to provide the written response.

The parties shall attempt to agree upon an arbitrator within seven (7) business days after receipt of the notice of referral. In the event that the parties are unable to agree upon the arbitrator within the said seven (7) business days, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Each party retains the right to reject one (1) panel in its entirety and request that a new panel be submitted. Both the Village and the Union shall have the right to strike two (2) names from the panel. A coin toss will determine the first strike and then the parties will alternate strikes. The person remaining shall be the arbitrator. The arbitrator shall be notified of the selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Village representatives. The Union and the Village shall have the right to request the arbitrator to require the presence of witnesses or documents. The Union and the Village retain the right to employ legal counsel. The arbitrator shall submit a 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.

More than one (1) grievance may be submitted to the same arbitrator where both parties mutually agree in writing. The fees and expenses of the arbitrator and the cost of the written transcript, if any, shall be divided equally between the Village and the Union; provided however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 11.E Authority Limitations of the Arbitrator

The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, subtract from or change in any way the provisions of this Labor 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 Labor Agreement, as well as determine an appropriate award, if any. Any decision of award of the Arbitrator rendered within the limitations of this Article 11 shall be final and binding upon the Village, the Union and the Sergeants covered by this Labor Agreement.

Section 11.F Time Limit

If the grievance is not presented by the Sergeant or the Labor Council within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any specifically agreed extension thereof, it shall be considered "waived." If the response is not timely provided within the specific time limits, the aggrieved Sergeant or Union may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The parties may by mutual written agreement, (Appendix C) extend any of the time limits set forth in this Article 11.

ARTICLE 12 IMPASSE RESOLUTION

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as may be amended from time to time (5 ILCS 315/14), or as may otherwise be mutually agreed.

ARTICLE 13 WAGES AND OTHER COMPENSATION

Section 13.A Wages

Step	1-May-23	1-May-24	1-May-25	1-May-26
	4.29%	3.00%	2.75%	2.75%
Start	\$118,643	\$122,202	\$125,563	\$129,016
Step 1	\$121,016	\$124,646	\$128,074	\$131,596
Step 2	\$123,436	\$127,139	\$130,636	\$134,228
Step 3	\$125,905	\$129,682	\$133,248	\$136,913
Step 4	\$128,423	\$132,276	\$135,913	\$139,651

Section 13.B Jury Duty

A Sergeant whose service on a jury causes the loss of a regularly scheduled work day shall receive up to eight (8) hours' pay for each work day time lost. However, for a Sergeant to receive pay or reimbursement, the Sergeant must turn over all compensation received for jury duty. The Sergeant must present a pay voucher from the Clerk of the Court or other appropriate official stating the full amount of jury duty remuneration.

Section 13.C Mileage Allowance

The Village shall normally make available to any Sergeant engaged in Village business a Village owned vehicle. However, where circumstances require, the Chief of Police may authorize a Sergeant utilize a privately owned vehicle for Village business, and the Village will reimburse the Sergeant the then-current IRS approved rate per mile of actual use. Sergeants will be eligible for travel time only if the assigned Village business is more than thirty (30) miles from the Public Safety Building.

Section 13.D Tuition Reimbursement

General Order 97-04-17 shall be included by reference as it existed on May 1, 2003.

Section 13.E Longevity

Bargaining unit employees who have attained ten (10) years of service or more will receive a longevity stipend of Twenty-Five Dollars (\$25.00) per pay period which will be added to their base salary. Effective 5/1/23, for bargaining unit employees who have attained twenty (20) years of service or more, this longevity stipend will be in the amount of Thirty Dollars (\$30.00) per pay period, which will be added to their base salary.

ARTICLE 14 **HOURS OF WORK AND OVERTIME**

Section 14.A Purpose of Article

This Article sets forth the normal work cycle and establishes the basis for calculating overtime payments. Nothing in this Article or Agreement shall be construed or misconstrued as a guarantee of hours of work per day, per week, or per work cycle.

Section 14.B Normal Work Cycle

The normal work cycle for Sergeants covered by this Agreement shall be fourteen (14) days consisting of ten (10) shifts of eight (8) hours, except during periods when Appendix F applies and the 12-hour normal shift is in place. Current lunch/break practices shall remain in effect when the normal work cycle is eight (8) hours per day for covered Sergeant.

Section 14.C Changes in Normal Work Cycle

Should it be necessary for legitimate operational needs for the Chief of Police to establish a schedule departing from the current practices, the Police Chief will give, if practicable, seventy-two (72) hours' advance notice of such change to all officers affected by such change. Shift

scheduling bids will be held to be effective on January 1 of each successive year. Shifts available for bid will be posted at least ninety (90) days prior to the effective date of the bid. Officer may submit their shift scheduling bids beginning on October 1 and ending on October 15. Shifts will be assigned as bid in seniority order, subject to remaining provisions for exceptions necessary due to skills, specialty assignments, etc. Probationary Sergeants shall be assigned to a shift during their probationary period and shall remain there until the start of the next shift bid period, post probation, or at the discretion of the Chief of Police or designee. Shift assignments, once made, will remain in effect; provided however that the Department has the right and obligation to adjust shifts on the basis of skills (i.e., Major Crimes, NIPAS), the Chief or his designee, consistent with this right and obligation, shall be entitled to re-assign shifts in inverse seniority. Bumping which occurs as a result of the assignment by the Chief of Police of probationary Sergeants will be in inverse seniority order, subject to the remaining terms of this Section as to skills, specialty assignments, etc.

Section 14.D Overtime Pay & Compensatory Time Bank

Except during periods when Appendix F is in effect and the 12-hour normal shift schedule applies, Sergeants shall be paid at one and one-half (1½) times their normal straight time hourly rate for all hours compensated in excess of the normal eight (8) hour day in the Officer's normal fourteen (14) day work cycle (in completed quarter hour (15 minute) segments). This will be rounded to the nearest fifteen (15) minutes as follows:

0-7 minutes = 0 minutes

8-22 minutes = 15 minutes

23-30 = 30 minutes

All overtime must be recorded in writing with the actual hours (time) worked documented and not rounded (*e.g.*, recorded as 0630 to 0653, not 0630 to 0700).

During the period in which the 12-hour shift schedule is in place pursuant to Appendix F of this Agreement, Sergeants may elect to take up to thirty-six (36) hours of overtime pay as compensatory time. The maximum accrual of compensatory time shall be thirty-six (36) hours; however, during the initial year of this Agreement, Sergeants may include any previously accrued and agreed upon compensatory time on the changeover year only so that this cap can exceed the 36-hour limit. Compensatory time shall be replenishable. Compensatory time must be used in the calendar year in which it was earned. Use of compensatory time shall be in minimum increments of two (2) consecutive hours and shall not be unreasonably denied. Any earned and unused compensatory time will be paid out in December of each calendar year and may not be carried over into subsequent calendar year.

During the Pilot Period when Appendix F is in place this paragraph will apply:

- a. Overtime rates will be paid for all compensable hours in excess of the normally scheduled shifts in the Officer's normal fourteen (14) day work cycle (in completed 15-minute segments).

- b. This will be rounded to the nearest fifteen (15) minutes as described in this Article.
- c. The normal day will generally be twelve (12) hours in length, but the fourteen (14) day work cycle may include eight (8) hour days when implemented for training purposes.

The Parties agree that for purposes of Section 207(k) of the FLSA, the law enforcement exception will apply, and the work cycle will be twenty-eight (28) days.

Section 14.E Court Time

When Sergeants are required to attend court on behalf of the Village outside a Sergeant's normal workday, the Sergeant shall be paid for actual time spent for court with a minimum of three (3) hours pay.

Section 14.F Call Back or Call-In Pay

Sergeants who are hired to work outside their normal hours of work (i.e., hours not contiguous to their normal shift or on a day not regularly scheduled) shall be paid their applicable rate of pay for all hours worked outside their normal shift, with a guarantee of two (2) hours' pay for each call back/call-in assignment where the Sergeant is actually called back to perform work.

A "call-in by phone" refers to a phone call to discuss job related matters that occurs outside the Sergeant's normal hours of work. Time spent in a call-in by phone shall be paid time and will result in payment of a minimum of one hour at the applicable rate. The Parties agree that a "call in by phone" does not occur (and no call in by phone pay or one hour guarantee) is applicable when the Sergeant is contacted by telephone or ordered in to (a) correct their own mistakes, (b) to clarify unrecognizable transcripts, or (c) when the purpose of the call or communication is to discuss scheduling or overtime matters.

Section 14.G Shift Trades

A shift trade may be permitted if a voluntary request for such a trade is submitted and approved by the Chief of Police or designee.

Section 14.H No Pyramiding

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

ARTICLE 15

HOLIDAYS AND PERSONAL DAYS

Section 15.A Holidays

Sergeants covered by this Agreement shall receive sixty-four (64) hours of "Holiday" time off per calendar year. Scheduling of earned Holiday time off will follow normal work scheduling practices and is subject to the approval of the Chief of Police or his designate. Holiday time off

must be used in full day increments only and may not be requested on days that would result in insufficient manpower to cover the shift (Patrol and Sergeant combined).

While working under the 5 days, 12-hour schedule pursuant to Appendix F, Sergeants will receive sixty (60) hours off per calendar year for Holiday purposes (and the four remaining four (4) hours would be moved to personal time).

To be eligible to receive pay for any of the eight (8) scheduled Holidays listed below, the Sergeant must work his/her full scheduled day before and after the scheduled day off unless proof of sickness or excusable absence is established to the satisfaction of the Chief of Police.

Those days shall be made available for request at the beginning of the calendar year. Employees shall be given the opportunity to request these days prior to the beginning of the calendar year. Senior Sergeants on the shift shall have the first opportunity to request available time. Such requests shall not be unreasonably denied, however requests may be denied or cancelled if another officer selects vacation time on a date a holiday/personal day has been selected resulting in insufficient manpower.

For purposes of this Section 15.1, Sergeants who work on Memorial Day, Thanksgiving Day, and Christmas Day shall be paid time and one-half for all hours worked. For purposes of the foregoing holiday pay provisions, if a majority of the hours of a shift fall on the holiday (12 midnight through 11:59 PM), the entire shift shall be considered as falling on the holiday for holiday pay purposes. If, however, less than a majority of the hours of a shift do not fall on the holiday, the entire shift shall be considered as not falling on the holiday.

Section 15.B Personal Days

In addition to the above eight (8) holidays, Sergeants shall also receive four (4) personal days per fiscal year when on eight (8) hour shifts; this will be changed to thirty-six (36) hours when the twelve (12) hour regular schedule is in effect. A personal day may not be taken consecutively with another holiday or vacation time without the approval of the Chief of Police or his designee (such approval will not be unreasonably denied).

ARTICLE 16 **VACATION**

Section 16.A Vacation Eligibility

Every Sergeant shall be eligible to use vacation time after the completion of twelve (12) months of employment with the Village. Sergeants shall start to earn vacation allowances as of the date of employment with the Village.

Vacation allowance shall be earned per pay period based on the following schedule:

Length of Continuous Service	Working Days of Vacation Per Year
One (1) to Completion of Fourth (4th) Year	10 Days

Five (5) to Completion of Ninth (9th) Year	1	5 Days
Ten (10) Years to Completion of fourteenth (15) Year		20 Days

The calendar year will be divided into two (2) separate periods. January, February, and March being the first period. The second period will be April through December. Requests for vacation during the First period is not subject to seniority and is open on a first come first served basis to all Sergeants provided the proper request form has been submitted. Vacations will be limited to a maximum of two (2) weeks per request during the year.

No more than one (1) Sergeant may be on vacation at the same time, regardless of shift, and no Sergeant may be on vacation on July 4th, unless approved by the Chief or designee when on the eight (8) hour shift. When on the twelve (12) hour shift rotation, only one (1) Sergeant from the two (2) dayshifts and/or one (1) Sergeant from the two (2) nightshifts may be on vacation at the same time. No Sergeant may be on vacation on July 4th, unless approved by the Chief or designee. For the period of January through March, vacations will be chosen on a first come/first served basis. No seniority and no "bumping" will be permitted during this period. By November 1, of each year, the Village shall post a vacation bid list which shall remain posted until December 15 of each year. Sergeants may not take any part of the same period for time for vacation as they took the previous year as first pick unless no other Sergeants pick that time. After all employees have made initial selections, the second-round selections, also by seniority will be made. A second-round selection cannot take priority over another employee's first round selection. After the second requests have been submitted, any Sergeants who have remaining accumulated vacation time may submit an additional vacation request as long as it does not affect the minimum staffing requirements. This request is not subject to seniority.

Section 16.B Vacation Week

Vacation shall be paid on a forty (40) hour basis per week at the rate of the Sergeant's regular straight-time hourly rate of pay in effect for the Sergeant's regular job classification on the payday immediately preceding the Sergeant's vacation.

Section 16.C Vacation Scheduling

Vacations shall be scheduled at times requested by the Sergeants consistent with the operational needs of the Department.

Section 16.D Limitation on Accumulation of Annual Vacation

Sergeants are not permitted to accrue/carryover more vacation time than they earn in one (1) year plus ten (10) days without written approval by the Chief of Police and the Village Administrator

ARTICLE 17 **ABSENCE FROM DUTY**

Section 17.A Paid Sick Time

All full-time Sergeants are eligible for paid sick time benefits at a rate of one (1) workday of each month of continuous service, or 3.69 hours every two (2) weeks or pay period. Sick leave will be allowed for illness or injury to the employee or the employee's "immediate family" as defined for absences, due to illness, injury, or medical appointment of the employee's child, spouse, sibling, parent, mother/father-in-law, grandchild, grandparent, domestic partner, or stepparent. The leave must be granted on the same terms under which the employee can use sick leave benefits for their own illness or injury. A medical certification or verification of illness is acceptable as provided by a physician or certified health care professional shall be required when utilizing sick leave of more than three (3) consecutive workdays.

- a. Should paid sick time benefits be exhausted in the case of a prolonged personal illness, a Sergeant may utilize accrued vacation pay leave time in lieu of unpaid sick leave if covered member so requests.
- b. On separation from the Village in good standing, an employee having a minimum of four hundred and eighty (480) hours and not more than nine hundred and fifty-two (952) hours of accrued sick leave, shall receive compensation equal to twenty percent (20%) of all days accrued at covered members' current hourly rate. An employee having a minimum of nine hundred and fifty-two (952) hours of accrued sick leave shall receive compensation equal to forty percent (40%) of all days accrued at his/her covered member's current hourly rate. An employee having less than four hundred and eighty (480) hours of accrued sick leave will not receive compensation for those days upon separation of employment. Employees who leave the Village's employ as a result of disciplinary action do not qualify for accrued sick leave payments.
- c. Employees are encouraged to attempt to schedule appointments outside of their scheduled working hours or toward the end or beginning the workday. However, with the approval of the Chief or designee, an employee may use paid sick time increments of one-hour intervals to attend doctor's appointments on a case-by-case basis and depending on the specific situation when consistent with operational needs.

Section 17.B Military Leave

The Village and the Union will abide by applicable statutes or Executives Orders related to military leave.

Section 17.C Unpaid Leave of Absence

A Sergeant must inform the Chief of Police of his intention to request an unpaid leave of absence for off-the-job injuries or for other reasons. An off-the-job injury leave, or other unpaid leave of absence may however only be granted by the Village Administrator at the Village's sole discretion. The terms and conditions of such a leave shall be on a case-by-case basis provided the provisions do not violate the terms and conditions of this Labor Agreement or applicable State Statutes. Sergeants returning from off-the-job injury leaves must present medical documentation, signed by the attending physician, certifying the Sergeants' fitness for duty. Returning Sergeants will be given their same or substantially equivalent job for which they are qualified if there is an appropriate vacancy. If a vacancy does not exist at that time, they may be continued on leave and

will be offered the first appropriate vacancy for which they are qualified. Those returning from an off-the-job injury leave will not be entitled to a shift preference. Failure to return to work on the date specified in the leave may be cause for discharge.

Section 17.D Injury Leave

Nothing in this Labor Agreement shall be construed to preclude the applicability of the Public Employee Disability Act as set forth in 5 ILCS 345/1 et seq. but said Act shall be incorporated herein by reference.

Section 17.E Light Duty Assignments

Sergeants who are injured, disabled, or ill arising out of circumstances related to a duty or off duty occurrences may be assigned to light-duty work if the Sergeant receives a medical release from his registered health care provider to perform such assignment, subject to the Village's sole discretion. The parties agree to the "Modified Duty Program Policy" as stated in the Village of Lake Bluff Personnel Policies and Procedures, including any revisions thereto which are adopted from time to time.

Section 17.F Bereavement Leave

The Village agrees to provide employees a leave of absence without loss of pay or benefits, as a result of a death in the employee's family. Such leave shall be for a period of up to three (3) days. For purposes of this Section, family shall be defined as: Parents, Grandparents, Spouse or civil union partner, Children (including "step" or "adopted"), Brothers, Sisters, Grandchildren, Mother-in-Law, Father-in-Law, Brothers-in-Law, and Sisters-in-Law.

Section 17.G Family Medical Leave

Insofar as it is required by law, the Village will continue its current practice of providing family and medical leave in accordance with the Family Medical Leave Act to eligible employees, including requiring employees to take such leave concurrent with any other approved leave.

ARTICLE 18

HOSPITAL, MEDICAL, SURGICAL, MAJOR MEDICAL, DENTAL AND LIFE INSURANCE

Section 18.A Medical Insurance

The hospitalization, medical, surgical, major medical, and dental insurance programs which are in effect for Village employees shall be continued during the term of this Labor Agreement, provided, however, the Village retains the right to change insurance carriers or to self-insure as it deems appropriate so long as the coverage and benefits are substantially similar to those which predated this Labor Agreement. Any High Deductible Health Plan shall be accompanied by an HSA Account established for the employee by the Village. Village contributions to the HSA accounts shall be fifty percent (50%) of the deductible for the Plan and Tier in which the employee is enrolled. In addition, eligible employees shall have the option to contribute via payroll deduction to the HSA up to the maximum amount allowed by law. Employees not

enrolled in an HSA account may elect to participate in the Village's Flex benefit account, if otherwise eligible.

Section 18.B Life Insurance

Full-time Sergeants will be provided with life insurance coverage and accidental death and dismemberment coverage under the terms of the current group life insurance program in force, provided, however, the Village retains the right to change carriers as it deems appropriate. The Village will assume the full cost of the Sergeant's life insurance coverage from the date of eligibility onward. Life insurance ceases with termination of employment with the Village except as otherwise provided by law. The specific aspects of the life insurance coverage are contained in the respective carrier's group insurance certificate.

Section 18.C Cost Containment

The Village reserves the right to maintain or institute cost containment measures relative to insurance coverage so long as the level of insurance benefits remains substantially the same. The Village will not increase the employee share of the deductibles (routine & hospital/surgical) or the co-insurance percentages from those in effect pursuant to the insurance contract in effect as of the time of ratification; however, the Village will pay a minimum of eighty-six percent (86%) of the premium for employee and applicable family coverage. The employee will pay the remaining premium for the life of this contract. Premium contributions will continue to be deducted on a pre-tax basis.

Section 18.D Opt-Out Option

For a period of thirty (30) days prior to the start of the plan year, each bargaining unit employee, upon proof of applicable insurance by another carrier, shall have the option to elect not to receive the health and dental insurance offered by the Village. Such election will be effective for a period of twelve (12) months (pro-rated if employee works partial year). Any employee who is eligible for any applicable family coverage and elects not to receive coverage for them self and family shall receive a payment of \$1,250. Any employee who is eligible for only single coverage and elects not to be covered shall receive a payment of \$725. Such payments shall be made in two (2) equal installments, at the start of the plan year and the other six (6) months thereafter. If an employee does not exercise the right to elect whether or not to be covered or to receive family coverage during the thirty (30) days prior to the start of the plan year, his prior election will continue to be in effect for a period of an additional twelve (12) months. An employee who has elected not to be covered and/or not to receive family coverage shall have the right to change this election during the applicable twelve (12) month period only upon proof of a change of other insurance coverage for self or family as required by law.

Section 18.E Terms of the Policy to Govern

The extent of coverage under the insurance policies referred to in Sections 18.1 and 18.2 shall be governed by the terms and conditions set forth in said policies. Any questioning concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Labor Agreement; provided, however, any Sergeant who has a question concerning coverage may present it to the Village

Administrator or designee who shall make appropriate inquiry and advise the Sergeant of the status of the matter.

Section 18.F Funeral Expense

The Village agrees to defray all reasonable funeral and burial expenses of any Sergeant killed in the line of duty.

Section 18.G Flexible Benefit Plan or Health Savings Account Plan

The Village will continue to provide a flexible benefit plan or a Health Savings Account Plan to each bargaining unit employee at the same level of benefits and under the same terms and conditions as provided to other Village employees.

ARTICLE 19 **GENERAL PROVISIONS**

Section 19.A Outside or Secondary Employment

No Sergeant of the Village shall be employed in other occupations, business ventures or other activity considered as secondary full-time or part-time type employment without the knowledge and specific written request and approval of the Chief of Police and the Village Administrator. Secondary employment does not include special details arranged through the Department, or service in the Armed Forces of the United States, or the National Guard of any state. However, such employment shall not be acceptable, if any of the following conditions apply or develop:

- a. where the nature or place of employment might bring disfavor on the Department or the Village;
- b. where the secondary employment would involve the employee's appearance in Village uniform, involve use of Village equipment, or in any manner be considered as a conflict of interest with the Sergeant's municipal position;
- c. where an employee appears to be using his position to influence his secondary employment.

Sergeants who engage in secondary employment shall do so only with the understanding and acceptance that their primary duty, obligation and responsibility is to the Village of Lake Bluff. All Sergeants are subject to call at any time for emergencies, special assignment, or overtime duty and no secondary or other employment may infringe on this obligation. All employees seeking to work secondary employment shall submit a Secondary Employment Request form (Appendix D) and shall first obtain the signed Secondary Employment Indemnity Agreement contained in Appendix E.

Section 19.B Inspection of Personnel Files

The Village agrees to abide by the Review of Personnel Records Act, 820 ILCS 40/1.

Section 19.C Residency Requirement

Although highly desirable, Sergeants are not required to maintain residence within the Village limits. Sergeants shall reside within thirty (30) miles radius of the Lake Bluff Police Station.

Section 19.D Medical Examinations

If there is a reasonable basis for concern regarding a Sergeant's fitness for duty or -fitness to return to duty following a layoff or leave of absence, the Village may require, at its expense that the Sergeant have a physical examination and/or psychological examination by a qualified and licensed physician and/or psychologist selected by the Village.

Section 19.E Uniforms

The Village agrees to supply police uniforms and equipment in accordance with existing practices and then applicable standard operating procedures.

Section 19.F Inoculation and Immunization

The Village agrees to pay all expenses for inoculation or immunization shots for the Sergeant as a result of said Sergeant's exposure to contagious diseases where the said Sergeant has been exposed to said disease in the line of duty. If in a physician's opinion, the members of the family are required to have such shots, the Village agrees to assume the cost of the shots, provided proper medical documentation is submitted to the Village.

Section 19.G Drug and Alcohol Abuse Policy

The Parties agree to the Drug and Alcohol Abuse policy as stated in the Village of Lake Bluff Personnel Policies and Procedures June 2013, a copy of which is attached hereto as Appendix F.

Section 19.H Union Unit Stewards

For the purposes of administering and enforcing the provisions of this Labor Agreement, the Village agrees as follows: In order to assist the Village with compliance with this Article, the Labor Council shall provide the Chief of Police with a list of names of the Unit Stewards within a reasonable time following election or appointment of such Stewards, or any changes to the list. The names of employees selected as Unit Stewards who may represent employees, with the Labor Council at each Step of the grievance procedure shall be certified in writing to the Village by the Union.

Section 19.I Deferred Compensation Plan

Sergeants will have the option of taking part in the Village's 457 deferred compensation program to the extent that such program is offered to other Village employees. The Sergeants will follow the same guidelines as other Village employees.

Section 19.J Personal Use of Village Property

Sergeants shall not use any Village property for their own personal use. Provided, however, with the prior approval of the Chief of Police or designee, Union representatives may use Village copy and fax machines. Such use shall not take precedence over Village needs.

Section 19.K Clothing Expense Reimbursement

When a Sergeant's personal clothing becomes damaged while performing official duties, the Sergeant shall be reimbursed for reasonable replacement, repair or cleaning of the clothing or damages, as applicable.

Section 19.L Bulletin Board

A Union bulletin board of reasonable size shall be available for use in the Sergeant's office of the police department or as otherwise agreeable to the parties. Such bulletin board shall be available for the posting of notices and materials relating to Union activities. Such materials shall be identified with the name of the Union and shall be signed or otherwise authenticated by an appropriate Sergeant or representative thereof. Such materials shall not be derogatory of any person associated with the Village and shall not include items which are endorsements of candidates for political office (other than offices of the Union). Any posting may be removed if it is not posted by Labor Council and related to Union business.

Section 19.M Safety Issues

- a. The Village and the Sergeants shall take reasonable steps to provide for safe, properly maintained, and functioning equipment that is in daily use by the Sergeants covered in this Labor Agreement. Any report or recommendation which may be prepared by the Labor 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 Labor Council.
- b. Defective Equipment: No Employee shall be required to use any equipment that has been designated by both the Labor Council, and the Village 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.

Section 19.N Examination of Records

The Labor Council or a representative shall have the right to examine time sheets and other records or copies thereof, pertaining to a specific grievance arising after the effective date of this Labor Agreement at reasonable times, with reasonable advance notice at the normal place of business for such records during normal business hours and with the Sergeant's consent.

ARTICLE 20 **ENTIRE AGREEMENT**

This Labor Agreement constitutes the complete and entire Agreement between the parties. This Labor Agreement supersedes and cancels all prior practices and Agreements, whether written or oral, which conflict with the express terms of this Labor Agreement. The parties acknowledge that during the negotiations which resulted in this Labor 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 parties waive the right to negotiate on any issue whether known or unknown and that the understandings and Agreements reached by the parties after the exercise of that right and opportunity are set forth in this Labor Agreement.

ARTICLE 21

SEVERABILITY

In the event that any Article, paragraph, section, or sub-section of this Labor Agreement shall 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 parts or portions of this Labor Agreement shall remain in full force and effect. In such event, the parties shall, upon the request of either party, commence good faith bargaining over substitute provisions for those parts or portions rendered or declared unlawful, invalid, or unenforceable.

ARTICLE 22

DURATION OF AGREEMENT

This Labor Agreement shall be effective the 1st day of _____, 2023 and shall remain in full force and effect until midnight on the 30th day of April, 2027. It shall be automatically renewed from year to year thereafter unless either party shall notify the other party in writing at least one hundred twenty (120) days prior to the anniversary date that it desires to modify this Labor Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, to the Village Administrator in the case of the Village and to the Fraternal Order of Police, Labor Council, in which case the date of notice shall be written on the document as of the date of receipt. Notwithstanding any provision of this Article or Agreement to the contrary, this Labor Agreement shall remain in full force and effect

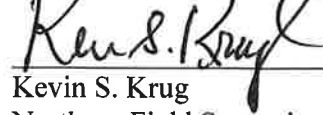
after any expiration date while negotiations or resolution of impasse procedure are continuing for a successor Labor Agreement or part thereof between the parties.

For the Village of Lake Bluff:

 12/11/23
Regis Charlot Date
Village President

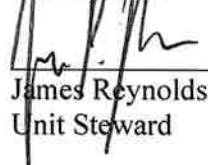
 12/8/23
Raffi Elchemmas Date
Village Clerk

For the Illinois FOP Labor Council:

 11-29-23
Kevin S. Krug Date
Northern Field Supervisor
IL FOP Labor Council

 11-29-23
Robert Brezinski Date
Unit Steward

 11-29-23
Thomas Vinson Date
Unit Steward

 11-29-23
James Reynolds Date
Unit Steward

APPENDIX A
DUES AUTHORIZATION FORM

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL
974 CLOCKTOWER 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, Village of Lake Bluff 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.

APPENDIX B
GRIEVANCE

(use additional sheets where necessary)

Department: _____ Date Filed: _____

Grievant's Name: _____
Last First M.I.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: Article(s) and Sections(s) of Contract violated: _____

Briefly state the facts: _____

Remedy Sought: _____

Given To: _____ Date/Time: _____

Grievant's Signature: _____ FOP Representative Signature _____

EMPLOYER'S STEP ONE RESPONSE

Employee Representative Signature Position

Person to Whom Response Given Date

STEP TWO

Reason for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature: _____ FOP Representative Signature _____

EMPLOYER'S STEP TWO RESPONSE

Employee Representative Signature _____ Position _____

Person to Whom Response Given _____ Date _____

STEP THREE

Reason for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature: _____ FOP Representative Signature _____

EMPLOYER'S STEP THREE RESPONSE

Employee 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

AGREEMENT TO EXTEND TIME LIMITS

The Village of Lake Bluff and the Illinois Fraternal Order of Police, Labor Council by its authorized representative do hereby agree to extend the time limits for further processing the grievance commonly referred to as the _____ grievance. This grievance is currently at Step ____ of the grievance procedure. It shall be frozen at that step to allow the parties further opportunity to investigate the dispute until either party delivers to the other a written notice demanding that the grievance processing resume. Neither party waives its position or rights with regard to this grievance by making this agreement to extend the time limits. This form is also available for use in connection with the holding of a grievance meeting under the Agreement. For use in that connection, it is hereby agreed that the seven (7) calendars day period for holding the meeting is hereby extended to and including _____.

FOR THE EMPLOYER

DATE

FOR THE LABOR COUNCIL

DATE

APPENDIX C
SECONDARY EMPLOYMENT REQUEST

Officer: _____ Date: _____

Secondary Employer: _____ Address: _____

Telephone Number: _____

Days Per Week (Maximum): _____ Days Per Week (Minimum): _____

Supervisor Name: _____ Address: _____

Telephone Number: _____

Brief Description of Type of Work to Be Performed:

Approvals: _____ Date: _____

Chief of Police _____

Village Administrator _____

Basis for Denial: _____

Denial: _____ Date: _____

Chief of Police _____

Village Administrator _____

APPENDIX D
SERGEANT SECONDARY EMPLOYMENT HOLD HARMLESS AGREEMENT

This Agreement, entered into this ____ day of _____, _____, by and between the Village of Lake Bluff ("Village"), _____, a Village of Lake Bluff Employee ("Employee"), and _____, with an address of _____ ("Secondary Employer").

In consideration for Village of Lake Bluff's permission to allow Employee of the Police Department to be employed in any capacity for Secondary Employer, it is hereby agreed:

Section One

Secondary Employer undertakes to indemnify defend and hold harmless against any and all claims, suits, actions, damages, cost, charges and expenses, including court costs and attorney's fees and against all liability, losses and damages of any nature whatever, that Village shall or may at any time be put to by reason of secondary employment of Employee.

Section Two

Secondary Employer agrees to defend Village against any claims brought or actions filed, against Secondary Employer or Employee with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully brought or filed. In case a claim shall be brought, or any action be filed with respect to the subject indemnity herein, Secondary Employer and Employee agree that Village may, with Secondary Employer or Employee's insurance company's approval, employ attorneys of its own selection to appear and defend the claim or action on behalf of Village, at the expense of Secondary Employer.

Section Three

Village agrees to notify Secondary Employer or Employee in writing, within 30 days, by registered mail, at Secondary Employer or Employee's address as stated in this agreement, of any claim made against Village on the obligations indemnified against. Notification shall be effective on the date of mailing.

Section Four

Secondary Employer agrees to reimburse Village for any necessary expenses, attorney's fees, or costs incurred in the enforcement of any part of this indemnity agreement.

Section Five

The Employee and Secondary Employer jointly and severally agree that at no time during or after the term of this Agreement shall either of them file any claim of any kind or nature against the Village under any circumstances arising from or in any way connected to the secondary employment of employee.

Section Six

Secondary Employer agrees to defend, indemnify and hold harmless Village for any injury, damage, liability of any nature or to the Secondary Employer, any person or entity, whatsoever, in event Employee is called out by the department in case of an emergency and required to leave their secondary employment.

Section Seven

Secondary Employer agrees and acknowledges that the Employee is not permitted or authorized to wear any of their Village-issued or owned uniform, clothing, duty weapon, holster, badge, jackets or other piece of clothing that includes or refers to the Employee's employment with the Village (by name, emblem or star number, etc.) while performing activities on behalf of the Secondary Employer.

Section Eight

There shall be no modification or change in the terms of this Agreement without the prior written approval of the Village Administrator (or authorized designee). Cancellation of this Agreement may only occur when Secondary Employer no longer employs Employee, and only written acceptance thereof by Village. Cancellation shall not relieve Secondary Employer from liability for claims, regardless of when made, resulting from occurrences which took place during the period of this agreement.

In witness whereof, the parties have executed this Agreement on _____,
20____

Secondary Employer

City/Village Representative

Employee

APPENDIX E
DRUG AND ALCOHOL TESTING

Section 1. Policy

It is the policy of the Village that the public has the reasonable right to expect persons employed by the Village to be free from the effects of drugs and alcohol. The Village, 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 any established rights of the employees.

Section 2. 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 workday or anywhere on any Village premises or job sites, including all Village buildings, properties, vehicles and the Employee's personal vehicle while engaged in Village business;
- (b) illegally selling, purchasing or delivering any illegal drug (unless in accordance with duty requirements);
- (c) being under the influence of alcohol or illegal drugs during the course of the workday or within a reasonable time prior to beginning the work day;
- (d) failing to report to their supervisor any known or adverse side effects of medication or prescription drugs which they are taking;
- (e) selling, distributing, dispensing, or transferring alcohol, illegal drugs, or prescription drugs and medications to any other employee or to any person while on duty or acting in an official capacity.

Section 3. Drug and Alcohol Testing Permitted

A. Reasonable Cause

- 1. Anyone in a supervisory position shall have the right to require any employee under their supervision to submit to drug or alcohol testing when reasonable suspicion exists that the employee is in violation of any of the provisions as set forth in this directive. The supervisory person will provide written notice to the employee of the order to submit to drug or alcohol testing. The order will be signed by the supervisory person requiring the test as well as a person of equal or higher level of authority within the same department or the Village Administrator, or in the Village Administrator's absence, the Human Resources Coordinator, and

will further state the specific facts and inferences leading to the reasonable suspicion to order to such 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 labor representatives. No questioning of the employee shall be conducted without first affording the employee the right to Labor Council representation and/or legal counsel. The employee shall complete the test required by the supervisor within one (1) hour of issuance of the order. A supervisor shall provide transportation to the test.

2. Any employee suspected of drug or alcohol use as a result of reasonable evidence upon reporting to work, during the day, or upon completion of the employee's shift may be subjected to a reasonable cause urine drug or breath alcohol test in accordance with the provisions of the aforementioned paragraph. Refusal to submit to such screening will be considered grounds for immediate discipline up to, and including discharge.

B. Discharge of a Weapon Causing Injury or Death

An employee shall be ordered to submit to drug and alcohol testing whenever that employee discharges a firearm on duty and such action has caused injury or death to a person or persons. The employee shall submit to the test as soon as practical, but no later than the end of the shift, unless the officer is incapacitated. All time spent in the testing shall be permitted under this Section shall be compensable under this Agreement. No drug and alcohol testing shall be permitted under this Section if such testing is against the advice of an attending physician.

C. Pre-employment/Promotion/Job Assignment Change

1. All job offers are contingent upon successfully passing a five-panel urine drug test and an alcohol drug test.
2. Any employee may be required to submit to drug or alcohol testing as a condition of the promotional process, or initial employment without the requirement of reasonable suspicion.

D. Duty-Related Post-Accident Testing

1. Post accident urine drug and breath alcohol testing will be required of those employees who are involved in an accident if the employee receives a citation for a moving traffic violation arising from the accident, the accident results in personal injury to the employee or others, or more than \$1,000 in property damage, or a

supervisor observes one or more items as defined under reasonable cause suspicion.

2. The post-accident urine drug test shall be conducted as soon as possible but not later than 32 hours after a reportable or fatal accident. If the test is not administered the Village shall prepare and maintain on file a record stating the reasons the test was not promptly completed. If a breath alcohol test is not conducted within 2 hours, a record shall be prepared and retained stating why. If in 8 hours a test is still not conducted, all attempts shall cease and a complete record made of why it was not accomplished. The employee should not consume alcohol for at least 8 hours following an accident or until a breath alcohol test has been accomplished.
3. An employee who is seriously injured and cannot provide a specimen or breath alcohol test at the time of the accident shall provide the necessary authorization for obtaining only those medical records and reports that would indicate if a controlled substance or alcohol was in the employee's system and the level present.
4. Failure of an employee to be readily available or refusal to give a urine sample or breath alcohol test when the employee has been involved in an accident covered under this directive, except for a driver in paragraph 3, shall be grounds for immediate discipline up to, and including discharge.

E. Return to Duty-testing

1. Prior to being eligible for return-to duty testing an employee may be required to be evaluated by a Substance Abuse Professional (SAP), who shall set up any assistance needed. When the employee has complied with all the recommendations of the SAP, the employee must request the results of the evaluation relating to compliance with recommendations as they relate to fitness for duty, and notification of release be given in writing to the Village's Human Resources Coordinator.
2. Any officer reinstated to active duty from a drug or alcohol related leave of absence in excess of 30 days will be required to submit to drug or alcohol testing without the requirement of reasonable suspicion within the 12 month period subsequent to reinstatement.

Section 4. Tests to be conducted

In conducting the testing authorized by this Agreement, the Village shall:

- (a) use only a clinical laboratory or hospital facility that is licensed and accredited pursuant to the Department of Health and Human Services (HHS) the Substance Abuse Management Safety & Health Administration (SAMSHA);
- (b) If the type of test administered allows for a split sample, the employee shall have the option to request that such a sample be taken;
- (c) establish a chain of custody procedure for both the sample collection and testing that will insure the integrity of the identity of each sample and test result. No Employee covered by this Agreement 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 be 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, insure 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 submitting 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 of 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 Village within seventy-two (72) hours of receiving the results of the tests;
- (h) require that the laboratory or hospital facility report to the Village 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 Village inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of test administered), the Village 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 forgoing standard shall not preclude the Village 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 Village in connection with the testing and the results;
- (k) insure that no Employee is the subject of any adverse employment action except emergency temporary reassignment or relief from duty with pay during the pendent of any testing procedure. Any such emergency reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

Section 5. Voluntary Requests for Assistance

The Village shall take no adverse employment action for drug or alcohol use against an Employee who voluntarily (prior to being requested to submitting to a test) seeks treatment, counseling or other support for an alcohol or drug related problem, prior to any request by the Village to submit to testing in accordance with this Article, other than the Village may require reassignment of the Employee with pay if he is then unfit for duty in his current assignment, however employees may only avail themselves of this help once during the employee's tenure. The Village shall make available a means by which the Employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Village, through whatever means, shall not be used in any manner adverse to the Employee's interests, except reassignment as described above.

An Employee who voluntarily seeks assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action for drug or alcohol use by the Village. The foregoing is conditioned upon:

- (a) the Employee agreeing to appropriate treatment as determined by the physician(s) involved;
- (b) the Employee discontinues his use of illegal drugs or abuse of alcohol;
- (c) the Employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve months;
- (d) the Employee agrees to submit to random testing during hours of work during the period of "after-care."
- (e) the employees use of drugs or alcohol did not contribute directly to the loss of life or injury to any person.

The foregoing shall not be construed as an obligation on the part of the Village to retain an Employee on active status throughout the period of rehabilitation if it is appropriately determined that the Employee's current use of alcohol or drugs prevents such individual from performing the duties of a police officer or whose continuance on active status would constitute a direct threat to the property or safety of others. Such Employees shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence, at the Employee's option, pending treatment. The foregoing shall not limit the Village's right to discipline Employees for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

Section 6. Discipline

Employees who do not agree to or who do not act in accordance with the guidelines for voluntary requests for assistance, or Employees who test positive for the presence of illegal drugs or alcohol during the hours of work and who have not voluntarily requested assistance, or Employees who test positive a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work after having complied with the guidelines for voluntary assistance shall be subject to discipline, up to and including discharge.

An employee's refusal to provide a urine, breath and/or blood specimen for laboratory testing when requested by the Village shall constitute cause for disciplinary action which could include discharge.

Intentionally tampering with, causing another person to tamper with, substituting for, or causing another person to substitute for a urine and/or blood specimen shall constitute cause for disciplinary action up to and including discharge.

Section 7. Compensation

All time spent in the drug and alcohol testing process (when required and directed by management for reasons other than return to work following a leave of absence) shall be compensable time under the terms of this Agreement.

APPENDIX F
MEMORANDUM OF UNDERSTANDING REGARDING 12 HOUR SHIFT & USE OF
PART-TIME OFFICERS ON A TRIAL BASIS

The Memorandum of Understanding (“MOU”) is between the Illinois Fraternal Order of Police, Labor Council (the “Union”), representing two (2) bargaining units of Patrol officers and Sergeants respectively and the Village of Lake Bluff and its Police Department (“Village” or “Department”), collectively the “Parties”. The Parties agree to the following:

1. The Union and the Village are parties to two (2) separate Collective Bargaining Agreements (the “CBA”) for each of the bargaining units referenced earlier in this MOU.
2. As a material condition of the Village’s agreement to implement a twelve (12) hour schedule on a temporary basis, the Union agreed that the Village is free to utilize part-time Patrol Officers pursuant to the remaining terms of this MOU.
3. The Parties agree and acknowledge that both Parties received adequate and sufficient quid pro quo to support their respective obligations and rights set forth in this MOU.
4. Effective on January 1, 2024, or such alternate date that is mutually agreed to by both Parties, the regular workday shall be twelve (12) consecutive hours for all covered Patrol Officers and Sergeants, depending on the shift format and/or specialty assignment of the affected Patrol Officers (and Sergeant(s)).
5. This temporary twelve (12) hour work schedule and the use of part-time Patrol Officers will remain in effect from January 1, 2024 (or an alternate date as referenced in number 4 of this MOU) and continuing through the day that falls twelve (12) months later (12-31-24) unless the terms of the MOU are terminated sooner by the Chief of Police (or designee) or the Union pursuant to Section 6 below (the “Pilot Period”). By mutual agreement of the Parties, this temporary twelve (12) hour schedule may continue beyond the Pilot Period only if agreed to in a separate written agreement signed by authorized representatives of the Union, Patrol Officers & Sergeants and authorized representatives of the Village Board as to both bargaining units.
6. During the Pilot Period, the Chief (or authorized designee) or the Union, may cancel the twelve (12) hour regular work schedule and return to the eight (8) hour regular work schedule that was previously in effect pursuant to the CBA terms. Written notice of such cancelation shall be given to the other Party a minimum of thirty (30) calendar days prior to the effective date of the cancellation, if applicable.
7. Prior to implementing any decision to discontinue/cancel the twelve (12) hour regular workday format pursuant to number 6 of this MOU during the Pilot Period, the Chief (or designee) agrees to meet with representatives of the Union to discuss, review and evaluate the various options or ideas presented by the Parties

to attempt to address any deficiency that arose during the Pilot Period (if the defect is the type that can be addressed). Areas to be reviewed and discussed by the Parties may include (without limitation): service levels; productivity of the Patrol Officers (or Sergeants); business and/or other operational needs; frequency of accidents; avoidable safety risks; increased call-offs or leave of absence use by Patrol Officers or Sergeants; cost effectiveness; extraordinary overtime and related expenses to the Village; and concerns of equitable distribution of overtime between both bargaining units.

8. Representatives of management and representatives of the Union will periodically meet (generally in sixty (60) day intervals) to review information and examples to support their view about whether the twelve (12)-hour schedule is mutually beneficial. During each periodic meeting scheduled pursuant to this number 8 during the Pilot Period, the Parties also shall review the overtime distribution history to determine if a change in the overtime provisions of Appendix G may be necessary to ensure that overtime opportunities are made available on an equitable basis.
9. While this MOU is in effect during the Pilot Period as defined above (including any agreed upon extensions), the following terms will apply during a regular work period for employees who are assigned to the patrol unit:
 - (a) Employees working twelve-hour shifts will be regularly assigned to work alternating Friday/Saturday/Sunday periods, with alternating Friday/Saturday/Sunday regularly scheduled off.
 - (b) The twelve (12)-hour schedule will cover four (4) teams. Two (2) teams will be assigned to work "night shift" (from 1800-0600) and two (2) teams will be scheduled for day shift (from 0600-1800).
 - (c) The regular pattern of work, for one (1) of the day shift teams along with one of the night shift teams, will begin on the first Monday of a pay period:
 - i. two (2) regular scheduled workdays on followed by two (2) regular scheduled workdays off;
 - ii. three (3) regular workdays on followed by two (2) regular workdays off; and,
 - iii. then two (2) regular workdays on and three (3) regular workdays off.
 - (d) The other two (2) teams will invert the above schedule of scheduled days of work and scheduled days off.
 - (e) These shifts will be selected in accordance with the shift selection procedures in the CBA. A minimum of thirty (30) calendar days' notice will be given in the event of a change in these shift assignments.

- (f) Pay periods shall begin on alternate Sundays and continue for two (2) weeks thereafter pursuant to the Village's regular payroll practices applicable to other employees of the Village.
 - (g) Patrol Officers and Sergeants will be regularly assigned the same shift for the full two (2) week period, except if notified otherwise due to operational needs of the Department as referenced earlier.
 - (h) If there is a business need to assign the shift to a temporary eight (8) hour schedule for a two (2) week period due to training or other unanticipated scheduling reasons, the Chief may do so after providing advance notice to the Union. (See number 16 of this MOU for training schedule issues).
 - (i) It is understood that the Village may have a business need to deviate from the regular scheduling terms set forth in number 9 of this MOU for trainings, special events, detail assignments, Village activities and/or similar business reasons.
 - (j) The regular work schedules and time off opportunities for the detectives will be determined as announced by the Chief (or designee) subject to revision from time to time based on business and other operating needs.
10. During the Pilot Period, requests to trade shifts between sworn personnel will be considered and granted with the approval of the Chief or designee as in the past subject to business and other operating needs.
 11. Probationary Patrol Officers, part-time Patrol Officers and Patrol Officers or Sergeants assigned to specialty positions may, at the discretion of the Chief of Police or designee, be assigned to their team without regard to the preference or seniority of the Patrol Officers or Sergeants involved. Except when necessary to fill specialty assignments, shift bidding (by day or night shift) and vacation bidding requests for full time Patrol Officers and Sergeants will be handled as defined in the respective CBA for the affected employees. Shift bidding and vacations are separate sections in each CBA.
 12. In every three (3) pay period cycle (*i.e.*, six (6) week intervals), there shall be one (1) additional day off for each Patrol Officer or Sergeant (a/k/a "Kelly Day"). This Kelly Day is selected by seniority, which selection process shall occur during the seven (7) day period prior to the start of the next three (3) pay period cycle. For payroll purposes, the Kelly Day shall be treated as a regularly scheduled day off. The three (3) pay period cycle will be implemented the first full pay period after January 1, 2024, and apply to both units (Patrol & Sergeants).
 13. During the Pilot Period, overtime rates will be paid for all compensable hours in excess of the normally scheduled shifts in the Officer's normal fourteen (14) day work cycle (in completed 15-minute segments). This will be rounded to the nearest fifteen (15) minutes as described in Article 15.

14. Vacation shall be taken in full day increments (i.e., minimum 12 hours when 12-hour schedule in place) and scheduled at times requested by the officers consistent with the operational needs of the Department. Exceptions may be permitted only if approved by Chief or designee in advance.

Vacation requests shall be a maximum of eighty-four (84) hours. First and second vacation requests shall consist of full week increments. After the vacation selection process is concluded, the Village may declare black-out dates and other restrictions/caps on number of employees who may be on vacation on a given day as indicated in the CBA at Article XVI (for patrol) and Article 16 (for Sergeants) for trainings, special events, Village activities and/or similar business reasons. For the duration of the Pilot Program, holiday time off and personal days shall be consolidated into an annualized amount of ninety-six (96) total hours.

These initial requests must be in full weeks, unless authorized in advance by the Chief or designee. No more than one (1) sworn Officer or (1) Sergeant per team may be on vacation at the same time. Additionally, only one (1) sworn Officer in the Department will be permitted to have vacation time approved for July 4th. For the period of January through March, vacation will be chosen on a first come first serve basis. No seniority and no "bumping" will be permitted during this period.

After shift bids are selected pursuant to Appendix F, the Village shall post a vacation bid list which shall remain in effect until thirty (30) days prior to the end of the calendar year. Officers and Sergeants may not take any part of the same period of time for vacation as they took the previous year as first pick, unless no other officers or Sergeants pick that time. After all employees have made initial selections, the second-round selections, also by Seniority and rank, will be made. A second- round selection cannot take priority over another employee's first round selection.

After all second requests have been submitted, any officers or Sergeants who have remaining accumulated vacation time may submit another vacation request. This request is not subject to seniority.

The Employer agrees to promptly consider and address (i.e., approve, deny or indicate pending staffing issues, etc.) each request for vacation time off that is submitted, generally within seven (7) calendar days of the request.

15. Training Days will be handled as follows during the Pilot Period (including extensions if applicable):
- (a) When a training day is scheduled by the Department on a bargaining unit member's regular day off, that affected Patrol Officer or Sergeant will be given the right to take another full day off subject to operational needs during the six (6) week period or receive overtime pay (or compensatory time subject to caps) in the discretion of the Patrol Officer (or Sergeant).

- (b) If number 15.a of this MOU applies, and the rescheduled day off cannot be scheduled in the same six (6)-week period without having the staffing levels fall below the level that management deems appropriate for a given day, then the member will be compensated for the Training Day worked for all hours actually worked, including travel time if applicable with Sergeants CBA Article 13.3 & Patrol CBA Article 14.3 at the overtime rate (one and one half times the Patrol Officer's regular base pay) in lieu of rescheduling the regular day off.
- (c) On days when the Patrol Officer or Sergeant is scheduled for training on a regularly scheduled workday, the training time will be considered the work assignment for the day and the Patrol Officer or Sergeant is expected to actually work the full shift twelve (12) hours for the day if the training is on site.
- (d) On days when the Patrol Officer or Sergeant is scheduled for a single training day on a regularly scheduled workday, the training time will be considered the work assignment for the day and the Patrol Officer (or Sergeant) will be treated as if they worked the full twelve (12)-hour shift as long as the Patrol Officer (or Sergeant) attended the fully scheduled period of training for the day that is scheduled for at least eight (8) consecutive hours and is involved in travel off site to attend the training during the twelve (12)-hour shift.
- (e) The Patrol Officer or Sergeant may coordinate with their supervisor to make a determination about whether the Patrol Officer or Sergeant will return to work or use benefit time (on an hour for hour basis) up to twelve (12) hours when attending multiple day training programs. If the Patrol Officer or Sergeant attends a training day at a location that is near to the station, and based on Department needs for the day, the Patrol Officer or Sergeant may, at the discretion of their supervisory/admin staff, utilize benefit time to offset the hours not associated with the training day (up to a combined total of 12 hours if the regularly scheduled workday is based on 12-hour shifts).
- (f) When a training course is scheduled to cover two (2) or more calendar days, the bargaining unit employee in the training will have their working time converted and calculated based on the number of hours worked. Example: A training course that lasts three (3) calendar days with eight (8) hours scheduled per day in training will be treated as twenty-four (24) hours actually worked, including travel time as stated in number 16b of this MOU.
- (g) Except as expressly referenced above, all other overtime rules and past practices shall apply for extended training periods or alternate workdays.

- (h) The normal day will generally be twelve (12) hours in length, but the fourteen (14) day work cycle may include eight (8) hour days when implemented for training purposes as described in this number 15.
16. For so long as the twelve (12)-hour temporary regular workday schedule is in effect during the Pilot Period (including during any extensions thereof), the Village may utilize part-time Patrol Officers to supplement the full-time workforce of the Department. Provided, however, the Village agrees to the following terms related to the use of part-time Patrol Officers during that same Pilot Period:
- (a) No part-time Patrol Officer will be used unless they have fully satisfied all certification requirements as provided to be a sworn Officer within the State of Illinois and/or the conditions established for parttime Patrol Officers as determined by the Village.
 - (b) The Department will not use part-time Patrol Officers for the purpose of laying off a full-time Patrol Officer or for the sole purpose of eroding the bargaining unit. Whenever practical, staffing shortages caused by vacancies in bargaining unit positions will be filled by full-time bargaining unit members.
 - (c) In the event of a layoff of any employees by the Department, part-time Patrol Officers will be laid off prior to full-time Patrol Officers.
 - (d) The Employer will not use more than three (3) part-time Patrol Officers during the period when the twelve (12)-hour schedule is in effect (subject to Appendix F and G terms) unless otherwise mutually agreed to by both Parties in writing.
 - (e) The Employer will not utilize part-time Patrol Officers for the position of Sergeant.
 - (f) The Village represents that it has the intention to employ four (4) Sergeants when utilizing a twelve (12)-hour schedule, to ensure proper supervision of the four (4) teams. If that intention changes, the Village will provide advance notice to the Union and the Union may exercise its right to end the Pilot Period and the terms of this MOU for that reason pursuant to Section 6 of this MOU.
 - (g) There is nothing in this number 16 of the MOU that is construed as a waiver of the Village's management right to determine staffing levels.
17. The Parties recognize that the success of the twelve (12)-hour schedule and use of part-time Patrol Officers requires and depends upon mutual cooperation of the Parties including all covered Patrol Officers and Sergeants. Toward this end, the Patrol Officers and Sergeants understand and acknowledge that they are expected to report to work as scheduled and endeavor respond to calls to report to work for

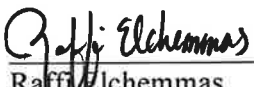
overtime when practical. Of course, all other normal standards of conduct, and attendance and call-off practices will also apply during the Pilot Period (and thereafter if applicable) as in the past.

18. It is understood by the Parties that the terms of this MOU (including Appendix G that follows) are not effective or binding on either the Village or the Union unless the terms of this MOU and the terms of the underlying successor bargaining agreements as to both units are also ratified in full by authorized representatives of both bargaining units and authorized representatives of the Village Board.
19. This MOU requires ratification by the Village Board and both bargaining units of the Union. The representatives of the Union's bargaining committees and representatives of the Village's bargaining committee agree to support in good faith and recommend the ratification of the terms of this MOU including the terms of Appendix G that follows and the terms of the underlying successor CBAs that are negotiated as to both units.
20. In the event that either Party exercises the right to cancel/discontinue the twelve (12) hour schedule as referenced earlier in this MOU, all of the terms of Appendix F and G shall also terminate at the same time. If this occurs, the Parties agree to revert to the scheduling, overtime, paid time off and other practices that were in effect prior to the effective date of Appendices F and G and such prior practices and provisions will be considered status quo for purposes of any subsequent bargaining between the Parties.

For the Village of Lake Bluff:

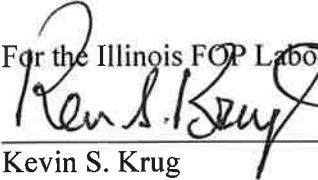
 12/11/23

Regis Charlot Date
Village President

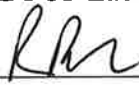
 12/8/23

Raffi Elchemmas Date
Village Clerk

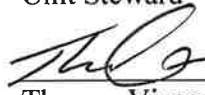
For the Illinois FOP Labor Council:

 11-29-23

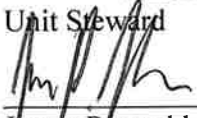
Kevin S. Krug Date
Northern Field Supervisor
IL FOP Labor Council

 11-29-23

Robert Brezinski Date
Unit Steward

 11-29-23

Thomas Vinson Date
Unit Steward

 11-29-23

James Reynolds Date
Unit Steward

APPENDIX G
MEMORANDUM OF UNDERSTANDING BETWEEN ILLINOIS FOP LABOR
COUNCIL AND THE VILLAGE OF LAKE BLUFF

This Memorandum of Understanding ("MOU") is between the Illinois FOP Labor Council ("Union") and the Village of Lake Bluff ("Village"), Parties to two Collective Bargaining Agreements ("CBA's"), between the Village and the Patrol officers, and the Village and the Sergeants. Seeking to arrive at an efficient manner of assigning overtime to the members of these two units, the Parties have agreed as follows during the Pilot Period (as defined in Appendix F) including periods thereafter if those terms are extended by mutual agreement of the Parties.

1. For purposes of assigning overtime, the members of the two (2) bargaining units, the Patrol Officers and the Sergeants will be treated on an equal basis with the Sergeant unit considered first for overtime by seniority in rank and then the patrol unit. It is understood that a Patrol Officer filling Sergeant Overtime may be required to function as an Officer in Charge.
2. Available overtime opportunities (other than details as referenced in number 4 of this MOU below) that are known and determined by management more than seventy-two (72) hours in advance shall be assigned according to the following procedures:
 - i. The overtime opportunity shall be entered on a permanent overtime call-out list and paged out and/or posted ("noticed") as soon as practical after learning of its availability.
 - iv. The overtime opportunity will be filled by seniority among those who volunteered to work the overtime opportunity, after being noticed for forty-eight (48) hours.
 - v. No employee shall be eligible to fill an available overtime opportunity for more than two (2) consecutive situations when the opportunity exists, unless no other employee volunteers to fill the available overtime opportunity hours.
 - vi. If not filled by seventy-two (72) hours prior to the start of the overtime assignment, or if the overtime opportunity is first known seventy-two (72) hours or less in advance, it shall be considered a "short notice overtime assignment". Short notice overtime assignments shall be filled by any sworn full-time or part-time officer regardless of rank or seniority on a first come first served basis until eight (8) hours prior to the shift. All overtime unfilled or first known within eight (8) hours of the overtime work will be considered an "immediate shift shortage overtime assignment" and may be filled by management as needed by use of part-time Patrol Officers and/or forced overtime assignments or full-time Officers or Sergeants when necessary.

vii. In cases of an immediate shift shortage overtime assignment, the initial four (4) hours of the shift may be filled by first offering it to volunteers to those working the prior shift on a seniority basis. If the first 4-hour block is not voluntarily filled, then it shall be assigned on an inverse seniority basis to those on duty. If the entire/remaining shift is not filled, then it shall be assigned in accordance with the then current seniority list using inverse seniority, first to Patrol Officers and then, if not filled, to Sergeants.

viii. Part-time sworn Patrol Officers may be contacted to inquire about availability to fill a shift prior to mandating inverse seniority shift coverage. If the overtime hours are not filled by a part-time Patrol Officer, the Employer may force an available full-time Patrol Officer to work the overtime. Selection of the full-time Patrol Officer to be forced will be according to the inverse seniority procedures in number 2(g) of this MOU.

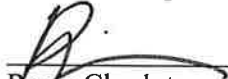
ix. Any full-time Officer forced to work overtime shall be allowed a minimum of eight (8) hours between the conclusion of his prior work assignment and the overtime assignment, unless it is a concurrent immediate shift shortage assignment, according to number 2(e) of this MOU. In addition, no Patrol Officer shall be forced to work overtime for two (2) consecutive calendar days or be forced to work more than sixteen (16) consecutive hours in a single twenty-four (24) hour period. Provided, however, it is understood that an exception to these two points may occur in the event of an emergency or for other similar business reasons.

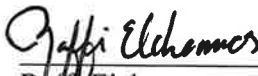
x. Nothing in this MOU shall prevent the Employer from filling an immediately created need for overtime or other work or overtime assignment by either holding over on a seniority basis officers working at the time or by utilizing part-time officers.

21. The determination about whether an overtime opportunity exists is determined by management.
22. The overtime opportunities known as "detail assignments" will not be affected by the procedures in number 2 of this MOU. The Parties agree that the past practice with respect to availability of overtime work assignments for detail assignments will be based on rank or seniority within rank.
23. This MOU shall be in effect only for the duration of the Pilot Program involving twelve (12)-hour shifts and part-time officers referenced in Appendix F of the CBA. The terms of this MOU (Appendix G) shall sunset upon termination of the Pilot Program (as defined in Appendix F) unless mutually agreed otherwise in writing by all Parties.

24. This MOU shall be an attachment to both CBAs between the Union and the Village and requires ratification by both units and the Village Board before it is effective as to either the Village or the Union.
25. In the event that either Party exercises the right to end/cancel the twelve (12)-hour schedule as referenced in Appendix F pursuant to those terms, the terms of this Appendix G shall also terminate at the same time. Unless agreed otherwise in writing by both Parties, if the terms of Appendix G end, Appendix F terms also will end at the same time. If this occurs, the Parties agree to revert to the overtime practices that were in effect prior to the effective date of Appendices F and G and the prior practices will be considered status quo for purposes of any subsequent bargaining between the Parties.

For the Village of Lake Bluff:

 12/11/23
Regis Charlot Date
Village President

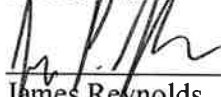
 12/8/23
Rami Elchemmas Date
Village Clerk

For the Illinois FOP Labor Council:

 11-28-23
Kevin S. Krug Date
Northern Field Supervisor
IL FOP Labor Council

 11-29-23
Robert Brezinski Date
Unit Steward

 11-29-23
Thomas Vinson Date
Unit Steward

 11-29-23
James Reynolds Date
Unit Steward