

RESOLUTION NO. 13-17

**A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE VILAGE OF CHATHAM AND THE
FRATERNAL ORDER OF POLICE, UNIT 821**

WHEREAS, the Village of Chatham (“Village”) is an Illinois Municipal Corporation existing and operating under the Illinois Municipal Code and the laws of the State of Illinois; and

WHEREAS, a Representation/Certification Petition was previously filed with the Illinois Labor Relations Board by the sworn police officers of the Village seeking formation of a union; and

WHEREAS, the union was formed and includes all full-time sworn police officers employed by the Village of Chatham and excludes the Chief, Deputy Chief, Sergeant(s), and all other employees of the Village of Chatham, and all others excluded by the IPLRA; and

WHEREAS, the union is represented by the Fraternal Order of Police, Unit 821 (“FOP Unit 821”); and

WHEREAS, after the formation of the union, representatives from the Village and FOP Unit 821 held several collective bargaining sessions and have worked in good faith to negotiate a contract; and

WHEREAS, the Village Board desires to adopt the collective bargaining agreement negotiated by the parties and authorize the execution of same.

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Chatham, Sangamon County, Illinois, as follows:

Section 1. Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Resolution as if fully set forth in this Section 1.

Section 2. Approval of Agreement. The Village Board of Trustees hereby approves the Collective Bargaining Agreement, attached hereto as Exhibit A, between the Village of


Chatham and the Fraternal Order of Police, Unit 821, and authorizes the Village President and Village Clerk, or Village Police Chief and Legal Counsel to execute same.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

SO RESOLVED this 11 day of April, 2017, at Chatham, Sangamon County, Illinois.

	YES	NO	ABSENT	PRESENT
MARK CLAYTON			✓	
TERRY FOUNTAIN	✓			
DAVID KIMSEY	✓			
NINA LINDHORST			✓	
MATT MAU	✓			
JOE SCHATTEMAN	✓			
THOMAS S. GRAY				
TOTAL	4	0	2	0

APPROVED by the President of the Village of Chatham, Illinois this 11 day of April, 2017.


 Thomas S. Gray, Village President

Attest:

 Pat Schad, Village Clerk

EXHIBIT A
COLLECTIVE BARGAINING AGREEMENT

ILLINOIS FOP LABOR COUNCIL

and

VILLAGE OF CHATHAM

Patrolmen

May 1, 2016 – April 30, 2018

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487
Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058
Web Address: www.fop.org
24-hour Critical Incident Hot Line: 877-IFOP911



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ARTICLE 1 – INTRODUCTION

This Agreement is entered into by and between the Village of Chatham, (hereinafter jointly referred to as the “Employer”) and the Fraternal Order of Police, Unit #821 Illinois Fraternal Order of Police, (hereinafter referred to as the “Union”).

In consideration of mutual promises, covenants and agreements contained herein, the parties mutually agree as is set forth below.

ARTICLE 2 – RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters relating to wages, hours, and other terms and conditions of employment of all members of the bargaining unit. The unit includes all full-time sworn police officers employed by the Village of Chatham and excludes The Chief, Deputy Chief, Sergeant, and all other employees of the Village of Chatham, and all others excluded by the IPLRA.

The word “Police Officer” is used in this Agreement to indicate members of the bargaining unit.

The word “Employer” is used in this Agreement to mean the Village of Chatham.

ARTICLE 3 – LEAVES OF ABSENCE

All leave of absence shall be submitted electronically through software of the Village. Leave of absences will not be approved if said leave of absence shall create a hireback situation for the Village. Said leave of absence shall not be unreasonably denied by the Chief.

Section 3.1. Funeral Leave

The Employer agrees to provide to Officers leave without loss of pay as a result of death in the immediate family, not to exceed three (3) days. Said leave notice must be provided to the Chief or his designee prior to taking said leave. A member of the immediate family shall be defined to be any Officer's mother, father, wife, husband, daughter or son (including step or adopted), sister or brother (including half or step), niece, nephew, uncle, aunt, brother-in-law, sister-in-law, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent or grandchild. In case of a death of a member of the immediate family of an Officer (as defined herein) if, due to travel time or other legitimate reasons necessitating an employee being gone from employment for longer than three (3) days, the Officer may use accumulated sick leave, personal leave, or vacation leave, if so approved by the Chief of Police. Proof of death and proof of relationship to the deceased may be required.

Section 3.2. Military Leave

Military leave shall be granted in accordance with applicable law. Orders and drill schedule will be submitted to the Chief as soon as possible.

Section 3.3. Educational Leave

An educational leave of absence may be approved if the desired curriculum is of mutual benefit to you and to the Village. Application for said leave would be in the same manner as a personal leave of absence.

Section 3.4. Injury Leave

All employees who are otherwise eligible for sick leave and are injured on the job shall be paid to the extent of forty-five (45) working days for each new and separate injury, in addition to the use of sick leave. After all injury leave is used, the employee may elect to use any sick leave, vacation or earned time due him or her at the time of injury. An employee's eligibility for payment of injury leave will be dependent upon a determination of the Illinois Industrial Commission, or by the applicable court if an appeal is taken from the Illinois Industrial Commission. An employee injured on the job shall be paid during his or her time of temporary total disability in addition to temporary total disability benefits under the Workers' Compensation Act, an amount which when added to his or her temporary total disability check equals the amount of his or her regular paycheck less federal and state withholding taxes. It is the intent of this paragraph that an injured employee be made whole and not suffer any loss in net pay as a result of the injury. Employees may be required to have a doctor's note indicating they are unable to work.

Period Not Covered by Workmen's Compensation. Charges shall be made against sick or injury leave accrued for any waiting period not covered by Workers' Compensation.

Use of Sick Leave and Vacation. After the payment and use of forty-five (45) days, charges shall be made against sick leave accrued, if any, and the employee may elect to use his or her accumulated vacation after sick leave accrued is used. Employees who elect to use accrued benefits will receive six (6) hours job injury pay and two (2) hours charged to their accrued benefits for each eight (8) hours the employee remains on job injury leave.

Contested Injuries. Charges may be made against sick leave accrued in any case where the Village is contesting that the injury occurred on the job. In the event that the Industrial Commission determines in favor of the employee, sick leave so charged shall be credited to the employee's sick leave accrued balance and all payments in excess of temporary total disability payments as provided above shall be allocated to injury leave. In the event eligibility for payment is denied by the Industrial Commission, the employee shall be eligible to utilize sick leave accrued, if any, retroactive to the date of his or her injury and for vacation leave.

Reports. All employees who are injured on the job must file an injury report with their Department Head the day of the accident. The Village may require the injured to be seen by a licensed physician and a release to work shall be obtained.

No Effect Upon Workers' Compensation Act. The provisions of this Section shall not conflict with an employee's rights under the Workers' Compensation Act.

Section 3.5. Sick Leave

- A. All Officers covered by this Agreement shall be entitled to sick leave which will be earned at the rate of eight (8) hours per month for full-time employment. Officers may accumulate up to nine hundred and sixty (960) hours. If an Officer has accumulated nine hundred and sixty (960) hours, the Officer may receive four (4) hours of personal time for each day he would have earned as sick leave had he not previously accumulated nine hundred and sixty (960) hours.
- B. Sick leave may be taken for personal illness or illness of the Officer's spouse, minor child, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. Sick leave may be taken in hourly increments. Personal illness includes illness, disability or injury, and disability due to pregnancy and the complications of pregnancy.
- C. Officers who have exhausted their sick leave may be granted extended sick leave, with or without pay due, at the discretion of the Chief. Extended sick leave will only be granted when the cause for the need is an extended illness or injury. No Officer who has been granted extended paid sick leave under this provision will accumulate sick leave upon return to work until the extended paid sick leave granted has been earned back by the Officer, at the rate of one day per month of full time employment. If an Officer leaves service prior to earning back extended paid sick leave granted by the Chief, the Officer shall be obligated to reimburse the Village for all wages and insurance. The Employer may require the Officer to execute an agreement at the time of or in connection with the grant of additional unearned sick leave in order to enforce this provision.
- D. To the extent that such employee or family member's injury or illness qualifies as a serious health condition under the Family and Medical Leave Act (FMLA), the employee will be required to use accrued sick or other available leave time, which shall run concurrently with available FMLA time.
- E. If an Officer uses four (4) occurrences in a ninety (90) day period or in other cases where reasonable grounds exist to suspect that sick leave is being abused, the Employer will require a physician's certificate as a condition to allowing sick leave; the Employer being responsible for the co-payment, if any from a health

care provider stating that he or she has treated the employee for the illness or disability, which kept the employee from duty, and the employee was unable to perform the duties of his/her employment within the whole period he or she was absent from duty. In the case of an illness or disability of an employee's spouse or child, which causes an absence by the employee of more than three (3) consecutive days, unless sick leave abuse is suspected, the Village Administrator will require a statement from a health care provider stating that he or she has treated the employee's spouse or child for the illness or disability which kept the employee from duty. The Village Administrator may investigate said absences as to whether the employee, spouse or child is sick and the employee is thus unable to perform the duties of his or her employment. If the report shows that the employee was so incapacitated and if the report is approved by both the Chief of Police and the Village Administrator, the employee shall be entitled to sick leave pay in accordance with the paragraph immediately above on the day or days when he or she would have otherwise been scheduled to work but for his or her sickness.

The Village Administrator may require the employee to submit to an examination by a physician designated by the Village at no cost to the employee. An employee taking sick leave shall notify his or her supervisor no later than one hour before his or her scheduled starting time, informing the supervisor of his or her intent to take sick leave that day.

Sick leave abuse sometimes occurs. Sick leave abuse is a very serious offense which constitutes cause for disciplinary action. Employees who are suspected of abuse of sick leave may be required to provide verification for all sick leave absences. Some examples of sick leave abuse include:

1. a pattern of sick leave usage such as repeated use of sick leave in conjunction with regular days off, approved leave days or holidays.
2. a pattern of sick leave usage such as repeated use of sick leave on a particular day of the week.
3. a pattern of undocumented sick leave usage.
4. repeated use of sick leave benefits as they are earned.
5. using sick leave and engaging in activities during the employee's normal work hours which indicated ability to work.

- F. Nothing in this Agreement prevents the use of fitness examinations in cases where the Chief reasonably suspects the Officer is suffering from a physical or mental condition which hinders the Officer from performing duties required of the position. Fitness examinations shall be with a physician specified by the Employer, and at Employer expense, without loss of wages or benefits.
- G. If sick leave is used prior to a holiday observed by the Village, and said Officer works the holiday, said Officer is not eligible for triple time pay unless the time is pre-approved. Said Officer shall be paid at a regular days' wage for working the holiday.

Section 3.6. Family and Medical Leave Act

Officers covered by this Agreement shall be entitled to the rights set forth in the Family & Medical Leave Act.

During the family and medical leave time the Officer's health insurance will be paid for by the Employer on the same basis as if the Officer continued in active status to the extent required by law. The Officer's portion of health insurance premiums shall be paid either through payroll deduction or direct payment by the Officer to the Employer at the same time as it would be made by payroll deduction. If medically necessary, a leave relating to a serious condition may be taken intermittently or by reducing the usual number of hours worked per week or per day. However, an Officer who requests leave due to birth or adoption may not take leave intermittently. An Officer shall have the option of using all of his/her vacation and personal leave, and also all accrued sick leave, before beginning a Family & Medical Leave without pay.

Nothing in this provision "Family and Medical Leave Act" adds to or detracts from the rights of Officers or employers under the Family Medical Leave Act, which is not incorporated by this reference.

Section 3.7. Compensatory Leave

Officer shall request such leave on electronic scheduling software when scheduling time off. It must be approved by a Supervisor prior to taking said time off. Compensatory time off shall not be allowed if granting the same would result in manpower shortage or if granting leave would necessarily result in overtime pay. Only sixty (60) hours may be carried forward to the following calendar year. Compensatory time may be accumulated to a maximum of one hundred (100) hours per calendar year.

ARTICLE 4 – OFFICER RIGHTS

Section 4.1. Bulletin Boards

The Employer shall supply and designate a bulletin board in the Officer's Room for use by the Union.

Section 4.2. Holidays

- A. As of calendar year 2018, the following days shall be recognized and observed as paid holidays: New Year's Day (January 1), Memorial Day (May 30), Independence Day (July 4), Labor Day (First Monday in September), Veteran's Day (November 11), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

In calendar year 2017, President's Day will be recognized and observed as a paid holiday.

- B. When the actual day of a holiday falls on an Officer's regularly scheduled day off, the Officer shall be paid eight (8) hours of compensatory time. When his/her regular workday falls on the actual day of a holiday, he/she shall receive double time. When an Officer is called in from his/her regular day off on the actual day of a holiday, he/she shall be paid at his/her overtime rate for all hours worked in addition to his/her holiday pay. If an Officer is excused for a Holiday, the Officer will receive a regular's shift wages for the excused Holiday. Further, time will apply accordingly as designated in this collective bargaining agreement.

Example: If an Officer is working Dec. 24th through the morning of December 25th, the Officer will receive Holiday pay. However, if the Officer is excused on December 24th through the morning of December 25th, the Officer shall receive his regular shift wages for the excused Holiday. In the alternative, if the Officer is on his regularly scheduled day off for 50% or more of the Holiday, the Officer shall receive compensatory time as designated by this collective bargaining agreement.

- C. If an employee works on the actual day of a holiday, the employee will be paid holiday pay only if more than 50% or more of the scheduled shift falls on the holiday. If less than 50% of the employee's regularly scheduled shift falls on the actual day of the holiday, the employee will receive no holiday pay.

Example: AB works the 11:00 PM to 7:00 AM shift, and is scheduled to work starting at 11:00 PM on Memorial Day. AB is not paid holiday pay, despite the fact that AB worked 1 hour on the actual day of the holiday. CD works the 11:00 PM to 7:00 AM shift. Memorial Day starts at midnight after one hour of work for CD. CD receives holiday pay for the day.

- D. If sick leave is used prior to a holiday observed by the Village, and said Officer works the holiday, said Officer is not eligible for triple time pay unless the time is

pre-approved. Said Officer shall be paid at a regular days' wage for working the holiday.

Section 4.3. Personal Days

In calendar year 2017, seven (7) days with full pay shall be granted to Officers for personal leave for the purposes of attending to personal, legal, household or family matters that require absence during working hours. In calendar year 2018, eight (8) days with full pay shall be granted to Officers for personal leave for the purpose of attending to personal, legal, household or family matters that require absence during working hours. Except in emergencies, the Officer shall request such leave using the designated software provided by the Employer, processed by the Chief at least two (2) working days in advance of the date requested. Personal days shall not be allowed if granting the same would result in manpower shortage or if granting personal leave would necessarily result in overtime pay.

Section 4.4. Layoff

When there is an impending layoff with respect to the Officers in the bargaining unit, the Employer shall inform the Union in writing no later than twenty-one (21) days prior to such layoff. The Employer will provide the Union with the names of all Officers to be laid off prior to the effective date of the layoff. Probationary Officers, temporary Officers and part-time Officers shall be laid off first, then Officers shall be laid off in accordance with their seniority; the Officers with the least amount of seniority shall be laid off first. Any Officer to be laid off shall receive notice in writing of the layoff at least twenty-one (21) days in advance of the effective date of such layoff. Officers who have been laid off shall be recalled on the basis of seniority if a position becomes available within the twelve (12) month period following the layoff. The Employer's obligation to recall Officers is satisfied if Officers who are subject to recall accept (or fail to accept) a position tendered within five (5) working days' notice of recall, given by registered or certified mail, sent to the Officer's last known address. It is the responsibility of the Officer on layoff to provide the Employer with his/her last mailing address. No Officer shall accrue seniority while laid off from the Department. However, all service earned prior to being laid off shall be reinstated to an Officer upon recall.

Section 4.5. Hourly and Overtime Pay

- A. Hourly and overtime pay shall be calculated and paid to Officers as provided in this Agreement.
- B. In lieu of overtime compensation, at the discretion of the Officer with mutual agreement of the Chief, the Officer may earn compensatory time at the rate of one hour for hour basis for each hour worked for which overtime would otherwise be paid. Compensatory time may be accrued up to a maximum of one hundred (100) hours. Any Officer who has accrued one hundred (100) hours of compensatory time shall, for additional overtime hours of work, be paid overtime compensation.

- C. Use of compensatory time must result in no other employee incurring overtime. Compensatory time off will not be available unless the department is at full staffing. If any Officer has accrued more than sixty (60) hours of compensatory time as of December 1st of the calendar year, the Officer shall be paid for that compensatory time at that Officer's straight-time hourly rate.

Section 4.6. Work Day

- A. The Chief will designate yearly regular shifts. Said shifts may be ten (10) hour or said shifts may be eight (8) hours consistent with the schedule then in effect. If said regular designated shifts change, the Chief will provide reasonable notice to the Officers and to Union. Shift adjustments may be made by the Chief or his designee on an operational need basis.

Sick, personal, bereavement and vacation leave are tracked and used in hours. One full "day" of such leave is accumulated and accounted for eight (8) paid hours. A "day" of unpaid suspension is eight (8) hours' pay.

The work week shall be paid from Saturday through Friday, and overtime shall be paid as required by the Fair Labor Standards Act.

Officers who work or are entitled to pay for hours beyond the number of hours in this work schedule shall be paid for such extra hours as overtime or compensatory time as listed in this Agreement.

- B. No Officer shall engage in any employment outside of the Chatham Police Department which interferes with duties or scheduling of the Chatham Police Department, or which, in the judgment of the Chief diminishes the abilities or effectiveness of any Officer. For example, an Officer may be too tired. Officers shall be required to inform the Chief in writing promptly of all employment outside the Police Department.

Section 4.7. Shift Overtime

Overtime for time immediately following or commencing prior to an Officer's regular scheduled shift (except as provided below with respect to hours completed on Sundays) shall be paid at one and one-half (1 ½) times the Officer's regular hourly rate of pay for all time actually worked. Officers who perform overtime on Sundays shall be paid at double time.

Section 4.8. Call Back Time

- A. All call back time shall be paid at the rate of one and one-half (1 ½) times the Officer's regular hourly rate of pay.

- B. Call back time will, in all cases, be paid at a minimum of two (2) hours or actual time worked, whichever is greater.
- C. Call back is defined as an official assignment of work or training which does not continuously precede or follow an Officer's regular scheduled working hours.

Section 4.9. Mandatory Department Functions

Any department function that an Officer is required to attend (i.e. departmental meeting, range, etc.) during time the Officer is off, the Chief shall be able to switch the Officer's said regular schedule day off to a training day and pay at regular day's wages. If an Officer attends training as his regular duty assignment and is also required to work his regular duty assignment on the same day, he will be compensated as overtime consistent with the overtime section.

Section 4.10. Court Time

Court time shall be paid as follows:

- A. The Officer shall receive a minimum of two (2) hours compensation at this appropriate overtime rate for appearances in court when such appearances occur outside the Officer's regular duty hours and such appearances are in the Officer's official capacity as a Village of Chatham police officer.
- B. Time beyond the two (2) hours above shall be computed at the time of each quarter hour, [fifteen (15) minutes].

Section 4.11. Range Ammunition

The Employer agrees to furnish all ammunition for range dates designated and approved by Chief of Police or his designee to be utilized on said range date. If time allows, Officers will be allowed a maximum of two (2) off duty weapons for qualification on scheduled range dates.

Section 4.12. Overtime

Overtime shall not be paid for mandatory department functions and/or court time which occur during the Officer's normal shift.

- A. Any Officer may be assigned to work a specific case or detail due to knowledge, experience, or appropriateness for a particular type of case in the discretion of the Chief.
- B. When there is a need to fill a shift, the following procedure shall be utilized:
 - 1) To fill the first half of the shift:

The Chief or his designee shall assign an Officer from the off-going shift to work the overtime. If more than one Officer is working the off-going

shift, the Officer with the most seniority on the shift shall be offered the overtime opportunity.

- 2) To fill the second half of the shift:

The Chief or his designee shall assign an Officer from the on-coming shift to work the overtime. If more than one Officer is working the on-coming shift, the Officer with the most seniority on the shift will be offered the overtime opportunity.

- 3) Call back pay: Any Officer who has completed his scheduled work period and who, after having left work, is called back to work on that day for emergency reasons as authorized by the Chief of Police, shall receive a minimum of two (2) hours work and receive two (2) hours pay at the appropriate rate as outlined in Article 4, Section 7, of this Agreement.

Section 4.13. Seniority Shift Sign-Up

There shall be once a year, on or about October 1st, a seniority shift sign up offering.

The shift selection is in order from the most senior to the least senior Officer and on qualifications as designated by the Chief of Police for specialized training. Said shifts shall be implemented on or about January 1st of each year.

Section 4.14. Time

For the term of this Agreement, the Chief will calculate and record Officer work time through a system devised by the Chief. Officers shall record their hours by showing the beginning and ending of their respective shifts, or any other time when his/her presence at mandatory department functions is required. These may include, but are not limited to: court appearance, mandatory range qualification, call back time, etc. Time shall be calculated to the nearest quarter (1/4) hour for the purpose of computing compensation. If an Officer disputes the accuracy of the recorded time, it shall be handled through the Sergeant, then the Deputy Chief, then the Chief and then grievance procedure. If an Officer reports in early or out late due to necessary work, he/she shall call it to the attention of the Chief or Deputy Chief as soon as possible for approval and initialing of approved time. The Chief may establish blanket approval for specific types of cases, but such time must be initialed for all extra time in all instances which would result in extra pay.

Section 4.15. Health and Safety

Any Officer who has a concern regarding his/her health, safety, or welfare by working conditions shall notify the Chief in writing the reason for his/her belief. The Chief shall take reasonable steps, if the Chief and Village Manager believe said steps are necessary, to protect the health, safety, and welfare of the Officers. This shall not require the Employer to take steps not required

by law to accommodate conditions which are peculiar or unique to a specific person that would not affect other Officers.

Section 4.16. Funeral Expenses

The Employer shall pay for reasonable funeral/burial expenses for any Officer killed in the line of duty.

Section 4.17. Reimbursement for Meals

When Officers are on approved training overnight, Officers will be reimbursed consistent with Illinois Department of Labor rules and regulations.

Section 4.18. Residency

Officers are expected to live within Sangamon County and be within a twenty (20) minute response time to the Village of Chatham. If an Officer currently resides outside of Sangamon County and/or outside the twenty (20) minute response time, upon signature of this Agreement, said Officer shall be deemed “grandfathered” in prior to this Agreement and said residency will be accepted. If said grandfathered Officer moves, he shall be compliant with this residency requirement. All newly hired Officers shall be compliant with this residency requirement.

Section 4.19. Lunch

All on-duty lunch breaks must be taken within the corporate limits of the Village of Chatham.

ARTICLE 5 – BILL OF RIGHTS

Section 5.1. Suspension, Dismissal, or Loss of Pay

If the inquiry, investigation, or interrogation of an Officer results in the recommendation of suspension, dismissal, or loss of pay, then before taking such action, the Employer shall follow the procedures set forth in 50 ILCS 725/1. The Officer may be relieved of duty and shall receive all ordinary pay and benefits until suspended or discharged in accordance with the law. Officers shall have the right to be represented at interrogations by a Union representative.

Section 5.2. Personal Disclosure

No Officer shall be required or requested to disclose any item of his/her property, income, assets, source of income, debts or personal or domestic expenditures, (including those of any member of his/her family or household) unless such information is reasonably necessary in investigating a violation of the law or Department rules and regulations. However, an Officer shall be required to disclose to the Chief of Police whenever a court case has been filed involving the Officer where the Officer is a party to said action, regardless of the nature of said action. Further, an Officer shall be required to make disclosures in the Ethics Statements legally required to be filed and formal investigations under the Police Officer’s Disciplinary Act.

Section 5.3. Right to Bring Suit

The Employer shall not adopt any ordinance and the Police Department shall not adopt any regulations which prohibit the right of an Officer to bring suit arising out of his/her duties as an Officer. Said Officer shall notify the Village Board that he intends to bring suit or has filed a case arising out of his/her duties as an Officer.

Section 5.4. Release of Photographs to Media

No photo of an Officer under investigation shall be made available to the media prior to a conviction for a criminal offense or prior to a decision being rendered. However, the Employer shall not be precluded from complying with the Illinois Freedom of Information Act.

Section 5.5. Nongovernmental Agencies

The Police Department shall not compel an Officer under investigation to speak to, testify before, or to be questioned by any nongovernmental agency relating to any matter or issue under its investigation. This provision does not relieve an Officer from testifying in legal proceedings in which the State, Chief, or the Department is a party. Officers shall be required to answer truthfully and fully all questions posed by the Chief, Deputy Chief or other police agency regarding the Officer's official duties.

Section 5.6. Testing

Alcohol and/or Illegal Drug 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 has the right to expect their Officers to report for work fit and able for duty. The purposes of this policy shall be achieved in such a manner as to not violate any established rights of Officers. Officers shall be prohibited from:

- (a) consuming or possessing alcohol at any time during the workday or anywhere on any Village premises or job sites, including all Village buildings, properties, vehicles and the Officer's personal vehicle while engaged in Village business unless such consumption or possession of alcohol is performed in the course of his official duties;
- (b) possessing, selling, purchasing, consuming or delivering any illegal drug at any time, provided that Officers may purchase, possess or deliver illegal drugs in the course of their official duties;
- (c) being under the influence of alcohol or having a concentration of alcohol greater than .02 based upon the grams of alcohol per 100 milliliters of blood during the course of the workday or when reporting for scheduled work;

- (d) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking;
- (e) consuming or possessing illegal drugs at any time, on or off duty, provided that Officers may possess illegal drugs in the course of their official duties.

Drug and Alcohol Testing Permitted

Where the Village has reasonable suspicion to believe that an Officer is then under the influence of alcohol or illegal drugs during the course of the workday, the Village shall have the right to require the Officer to submit to alcohol or drug testing as set forth in this Agreement. The Village Manager and the Chief must certify their reasonable suspicions concerning the affected Officer prior to any order to submit to the testing authorized herein. The foregoing shall not limit the right of the Village to conduct such tests as it may deem appropriate for persons seeking employment as police officers prior to their date of hire.

Department Wide Testing - the Village may at its discretion submit the entire bargaining unit to an annual drug test. Should the Village exercise such "department wide testing" under this section, every Officer shall be required to submit to drug testing once per calendar year, and such test shall ordinarily be administered according to shift, unit of assignment, or division (e.g. all of first shift patrol, traffic unit, CID, etc.). An Officer may be excused by the Chief of Police or his designee from participating in the annual drug test administered to his or her work group, but said Officer shall be required to make up any missed test at the discretion of the Chief of Police. No Officer who tests negative shall, pursuant to this section, be tested more than once in a calendar year, or be subject to a subsequent annual test unless every other bargaining unit member who is available for duty has already been tested.

Order to Submit to Testing

At the time an Officer is ordered to submit to testing authorized by this Agreement, the Village shall provide the Officer with a written notice of the order, setting forth objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The Officer shall be permitted the opportunity to consult with a representative of the Union at the time the order is given. No questioning of the Officer shall be conducted without first affording the Officer the right to Union representation and/or legal counsel. Refusal to submit to such testing may subject the Officer to discipline, but the Officer's taking of the test shall not be construed as a waiver of any objection or rights that he may have. In cases where an Officer is recalled or ordered into work, and he believes there is a possibility that his blood alcohol content is in excess of the permissible levels he may request to take a breath test without any repercussions.

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 pursuant to the Illinois Clinical Laboratory Act that is accredited by SAMHSA;
- (b) insure that the laboratory or facility selected conforms to all SAMHSA standards;
- (c) establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No Officer covered by this Agreement shall be permitted at any time to become a part of such chain custody;
- (d) collect a sufficient sample of the same bodily fluid or material from an Officer to allow for initial screening, a confirmatory test, and a sufficient amount to be reserved for later testing if requested by the Officer;
- (e) collect samples in such a manner as to preserve the individual Officer's right to privacy and to insure a high degree of security for the sample and its freedom from adulteration. Officers shall not be witnessed by anyone while submitting a sample, except in circumstances where there is reasonable belief that the Officer 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, plus mass spectrometry or an equivalent or better scientifically accurate accepted method that provides quantitative data about the detected drug or drug metabolites;
- (g) provide the Officer tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility or the Officer's own choosing, at the Officer's own expense; provided the Officer notifies the Human Resources Director within seventy-two (72) hours of receiving the results of the tests and provides a written copy of the subsequent test results to the Human Resources Director;
- (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 tests administered), the Village will not use such information in any manner or forum adverse to the Officer's interests;

- (i) require that with regard to alcohol testing, for the purpose of determining whether the Officer is impaired, test results that show an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive. (Note: the foregoing standard shall not preclude the Village from attempting to show that test results between .02 and .04 demonstrate that the Officer was impaired, but the Village shall bear the burden of proof in such cases);
- (j) provide documentation of a positive test result to the Officer including a copy of all information and reports received by the Village in connection with the testing and the results;
- (k) insure that no Officer is the subject of any adverse employment action except emergency temporary reassignment with pay during the pendency of any testing procedure. Any such emergency reassignment shall be immediately discontinued in the event of a negative test result.

Right to Contest

The Association and/or the Officer, with or without the Association, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results of any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that Officers may have with regard to such testing. Officers retain any such rights as may exist and may pursue the same at their own discretion, with or without the assistance of the Association.

Voluntary Requests for Assistance

The Village shall take no adverse employment action against an Officer who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, solely by reason of such seeking of treatment, counseling or other support, other than the Village may require reassignment of the Officer with pay if he is then unfit for duty in his current assignment. The Village shall make available through its Employee Assistance Program a means by which the Officer may obtain referrals and treatment. All such requests shall be confidential and any information received by the Village shall not be used in any manner adverse to the Officer's interests, except reassignment as described above.

Discipline

Officers who voluntarily seek assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action by the Village by reason of

seeking such assistance. Officers ordered to submit to drug or alcohol testing under this article who test positive to both the initial and the confirmatory test for drugs or are found to be under the influence of alcohol may be disciplined up to and including discharge. If such Officer is not discharged, his continued employment is conditioned upon:

- (a) the Officer agreeing to appropriate treatment as determined by the physician(s) involved;
- (b) the Officer discontinuing his use of illegal drugs or abuse of alcohol;
- (c) the Officer completing the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
- (d) the Officer agreeing to submit to random testing during hours of work during the period of "after-care".

Officers who do not agree to the foregoing, or who test positive a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the Village to retain an Officer on active status throughout the period of rehabilitation if it is appropriately determined that the Officer'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 Officers shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence pending treatment. When an Officer voluntarily submits to treatment for alcohol or drug abuse, any discipline imposed upon such Officer shall not be increased or imposed solely due to the Officer's submission to such treatment. Officers who are taking prescribed or over-the-counter medication that has adverse side effects which interfere with the Officer's ability to perform his normal duties may be temporarily reassigned with pay to other more suitable police duties.

Fitness for Duty

No Officer shall be requested or required to undergo physiological, psychiatric or psychological testing unless the Chief of Police has reasonable cause to believe the Officer is unfit for duty. The basis for reasonable cause shall be set forth in writing to the Officer at the time the Officer is ordered to undergo such testing. Officers shall have the right to Union representation when being informed of the need for testing, and shall have the right to secure similar testing, at their own expense, from licensed psychiatrists, psychologists or physicians of their own choosing. The Village recognizes the Officer's right to privacy and agrees that any information obtained pursuant to this section shall be maintained in the strictest of confidence. Any and all

information, reports and opinions that are provided to the Village as a result of such tests shall be provided, in full, to the Officer.

Confidentiality of Employee Assistance Program

The Village agrees that any communication whether verbal, written, electronic or otherwise, made by an Officer to any counselor or employee of the EAP, shall be confidential and privileged. Such communication shall be protected from disclosure unless disclosure of communication regarding eminent danger is legally required. Information about an Officer participating in the EAP program will not be disclosed to anyone without written permission from the Officer unless such disclosure is necessary to protect the safety of the Officer or others. The Officer’s job security and promotional opportunities will not be jeopardized solely by participating in the EAP program or programs referred to by the EAP program.

Positive Results

Concentration of a drug at or above the levels established by SAMHSA shall be considered a positive test result when using the initial immunoassay drug screening test. The parties recognize that such “cut off” levels change from time to time. It is in the interest of the parties to adapt and incorporate any such changes into this Agreement at such time as they are adopted by SAMHSA. At the present time, those levels are:

INITIAL TEST

Level - Nanogram/Milliliter (hereafter referred to as (ng/ml)

Marijuana metabolite	50
Cocaine Metabolite	300
Opiate metabolite	2000
Phencyclidine	25
Amphetamines	1000

Concentration of a drug at or above the levels established by SAMHSA for confirmatory tests shall be considered a positive test result when performing a confirmatory Gas Chromatography/Mass Spectrometry test on a urine specimen that tested positive using a technologically different initial screening method. The parties recognize that such “cut off” levels change from time to time. It is the intent of the parties to adapt and incorporate any such changes into this Agreement at such time as they are adopted by SAMHSA.

CONFIRMATORY TEST	Level (ng/ml)
Marijuana metabolite	15*
Cocaine Metabolite	150**
Opiates	
Morphine.....	2000
Codeine	2000
6-Acetylmorphine	10***
Phencyclidine.....	25
Amphetamines	
Amphetamines	500
Methamphetamine.....	500****

* Delta-9-tetrahydrocannabinol-9-carboxylic acid

** Benzoyllecognine

*** Test for 6-AM when morphine concentration exceeds 2000 nanograms/milliliter

**** Specimen must also contain amphetamine at a concentration ≥ 200 nanograms/milliliter

Administrative Leave for Critical Incidents

An Officer involved in any incident in which the Officer causes serious bodily injury or death, or is involved in any other serious incident as determined by the Chief to be of like or similar nature may at the discretion of the Chief of Police, be placed on paid administrative leave with no diminution of benefits.

Felony Indictment

When an employee is arrested for or charged with a criminal offense or when a domestic violence order of protection that includes a firearms prohibition is issued against an employee, the employee will be immediately placed on administrative leave with pay unless the employee has been formally charged in court with a felony, in which case the administrative leave shall be without pay.

When a domestic violence order of protection that includes a firearm prohibition is issued against an employee as a result of an emergency or interim hearing and the employee has not been formally charged in court with felony, the employee will be immediately placed on administrative leave with pay, or at the Chief's discretion, on restricted duty with police powers suspended for a period of up to ninety (90) calendar days pending a plenary hearing or the dismissal of the order of protection, whichever occurs first.

When an Officer is formally charged with a felony and such charge results in anything other than a finding of guilty, the Village shall make the Officer whole for any regular wages, accrued benefits and seniority forfeited between the time the Officer was placed on administrative leave

without pay and the time of the ruling and/or decision by the court or the State's Attorney. It is understood that any disciplinary suspension or termination related to the criminal offense or felony charge is subject to the grievance procedure, and that the determination of any forfeited compensation, if any, will be based on the settlement of the grievance or the decision of the labor arbitrator.

The Village shall promptly investigate the incident consistent with the Village's policy of not interfering with a criminal investigation. In the event that criminal charges are filed by indictment or information, or in the event a domestic violence order of protection that includes a firearms prohibition is entered or continued after a plenary hearing at which the employee had the opportunity to appear, the employee will be carried on administrative leave without pay, (1) pending resolution of the criminal charge; (2) a determination by the Village that, because of the nature of the charges, the employee may be returned to full or restricted duty during the pendency of the charges; or (3) termination of an order of protection that includes a firearms prohibition.

Time on such administrative leave without pay shall not be considered discipline, but the Village shall credit such time on administrative leave without pay against any suspension that might subsequently be entered against the employee for that incident.

ARTICLE 6 – NO STRIKE

Section 6.1. No Strike/No Lock-Out Commitment

Neither the Union nor any Officer will call, initiate, authorize, participate in, sanction, encourage or ratify any work stoppage or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement. Neither the Union nor any Officer shall refuse to cross any picket line, by whomever established. The Employer agrees that during the term of this Agreement it will not, as a result of a labor dispute with the Union, lock-out or prevent any Officer from performing their regularly assigned duties.

Section 6.2. Resumption of Operations

In the event of action prohibited by Section 6.1 "No Strike/No Lock-Out Commitment" above, the Union immediately shall disavow such action and request the Officers to return to work and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this section.

Section 6.3. Union Liability

Upon the failure of the Union to comply with the provisions of Section 6.2 “Resumption of Operations” above, any agent or official of the Union who is an Officer covered by this Agreement may be subject to the provisions of Section 6.4 “Discipline of Strikers” below.

Section 6.4. Discipline of Strikers

Any Officer who violates the provisions of Section 6.1 “No Strike/No Lock-Out Commitment” of this Article shall be subject to immediate discharge. Any action taken by the Employer against any Officer who participates in action prohibited by Section 6.1 “No Strike/No Lock-Out Commitment” above shall not be considered as a violation of this Agreement.

ARTICLE 7 – OFFICER SECURITY

Section 7.1. Just Cause Standard

- A. No non-probationary Officer covered by this Agreement shall be suspended without pay, disciplined or terminated without just cause.
- B. All discipline as referenced in Article 8 shall be subject to the grievance procedure. The Village Board of Fire and Police Commissioners shall hear and determine cases of Officer discipline, unless the Officer waives, in a form acceptable to the Chief, any and all right or claim that discipline may be determined and imposed only by the Board of Fire and Police Commissioners, in which event discipline shall be reviewed in accordance with the grievance procedure. Any discipline imposed pursuant to the grievance procedure shall be as effective, and of the same legal force and effect as if imposed by the Board of Fire and Police Commissioners. If the Officer waives a hearing before the Board of Fire and Police Commissioners, then the FOP shall not take the position that such waiver was contrary to law or any provision of this Agreement.

Section 7.2. File Inspection

An Officer’s personnel file, to include disciplinary history, if one is maintained by the Employer, shall be open and available for inspection by the affected Officer during regular business hours, upon reasonable notice and request. The Employer shall have the right to have a representative of the Village present during such review, and the Officer may have a representative if he/she so desires. Not more than once annually, each Officer may, upon request, have one (1) copy, without charge, of each item contained within his/her personnel file.

Section 7.3. Limitation on Use of File Material

At a reasonable time prior to review of any disciplinary action, an Officer may review the contents of his/her personnel file. Any material, in fact contained within the personnel file but not made available for inspection, shall not be used in any review of disciplinary action unless

provided to the Officer a reasonable time prior to hearing in review of discipline. However, this section shall not require the making or keeping of any particular records.

Any material which is retained in an Officer's personnel file and which is found not to be true in a review of disciplinary action shall not be used against the Officer in any future disciplinary action.

Section 7.4. Request to Remove Discipline

At the Officer's request, the following discipline may be removed from the Officer's personnel file: Oral and written reprimands (after one (1) year from the date of reprimand) and suspension (after five (5) years from the date of discipline).

ARTICLE 8 – DISCIPLINE AND DISCHARGE

Section 8.1. Definition

- A. Discipline shall include and be limited to the following:
 - 1) Oral or written warnings (by the Chief or Deputy Chief or Sergeant);
 - 2) Suspension without pay (according to Village of Chatham Police Commission rules in effect from time to time);
 - 3) Discharge (according to Village of Chatham Board of Fire and Police Commission rules in effect from time to time); and
- B. Causes for discipline shall include violations of the Board of Fire and Police Commission rules, standard operating procedures, or conduct which causes unreasonable risk to persons or property.

Section 8.2. Suspension

- A. Suspensions without pay will not be served until there is a pre-deprivation meeting with the Chief or his designee on the suspension matter, which shall be held within forty-eight (48) hours of the suspension notice. The suspension without pay may be grieved in accordance with the grievance procedure or with the Board of Police and Fire Commission rules. If the arbitrator renders an award in favor of the Officer, the Employer shall reimburse the Officer immediately in accordance with the award unless there is an appeal of said award filed.

ARTICLE 9 – GRIEVANCE PROCEDURE

Section 9.1. Definition

A grievance is defined as any unresolved dispute between the Employer and the Union or any Officer regarding the application, meaning or interpretation of this Agreement. This grievance procedure is subject to and shall not conflict with any provision of the Illinois Public Labor Relations Act.

Section 9.2. Procedure

It is agreed that all grievances shall be handled as follows:

A. Step One

- 1) An Officer, with or without Union representation, may take up a grievance with the Chief, or if he requests, with the Deputy Chief. All grievances shall be in writing, setting forth the matter grieved of and the section of this Agreement claimed to have been violated, within ten (10) calendar days of the occurrence or circumstance giving rise to a grievance, or within ten (10) calendar days of the grievant's knowledge thereof, whichever is later. Failure to raise a grievance within the time allowed shall act as an absolute bar to raising that grievance, and neither the Union nor the Officer shall have any right to process the grievance.
- 2) The Chief shall respond, within ten (10) days (Mondays through Fridays excluding holidays) from the time of receiving the grievance, allowing or disallowing the grievance. During this period the Chief and representative and Union representatives may hold such other meetings as are mutually agreed. However, this time limitation shall be extended in case of illness, absence, vacation or other disability on the part of the Chief. If the Chief fails to respond within the time limits set forth above, the Union will have the right to process the grievance to the next step.

B. Step Two

- 1) If the grievance is not settled in Step One, the grievance shall be referred to arbitration by written request by the Union, made within ten (10) days of the Employer's answer in Step One.
- 2) The parties shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service with the designation of a regional area. Each party may reject one (1) entire panel, in which case a second panel shall be requested from FMCS. If the parties fail to agree to an arbitrator from the panel (after any panel has been rejected), the parties

shall alternately strike names (the Union striking first) until only one (1) name remains, who shall be the arbitrator. Unless the parties agree otherwise in writing, one side must notify the other of the striking of an entire panel within thirty (30) days of its receipt of the first arbitration panel from FMCS. Unless the parties agree otherwise in writing, the parties must agree to an arbitrator, or strike names from the panel within thirty (30) days. If either party fails to select the arbitrator in the time required by this agreement, the other party may request FMCS to appoint an arbitrator.

- 3) The arbitrator shall issue a decision not later than thirty (30) calendar days from the date of submission of briefs by the parties after hearing unless the parties agree to an extension thereof.
- 4) The decision of the arbitrator shall be in writing and shall set forth the findings of fact, reasons, and conclusions as to the issues submitted.
- 5) The decision of the arbitrator shall be final and binding upon all parties concerned. The decision of the arbitrator can be appealed by either party to the court system.
- 6) The cost of arbitration shall be borne equally by the Employer and the Union. The fee and expenses of the arbitrator includes costs associated with the arbitration and the costs of the court reporter, written transcript shall be divided equally between the Village and the Union; however, each party shall be responsible for compensating its own representatives and witnesses.
- 7) The arbitrator may interpret the Agreement, but shall have no right to ignore, add to, take from, or modify any of the provisions of the Agreement.

ARTICLE 10 – SENIORITY

Section 10.1. Definition

As used herein, the term "seniority" shall refer to and be defined as the continuous length of service of employment covered by this Agreement from the date of hire as a sworn police officer. Probationary personnel shall not accrue any seniority rights until the completion of the probationary period.

Section 10.2. Vacation Scheduling

- A. All regular Officers shall be entitled to vacation time with pay under the following schedule:
- 1) Officer, from the date of hire until five (5) years of service, shall receive two (2) weeks;
 - 2) Officers who have completed more than five (5) years of full-time service but less than ten (10) years of service shall receive three (3) weeks;
 - 3) Officers who have completed more than ten (10) years of full-time service but less than fifteen (15) years of service shall receive four (4) weeks;
 - 4) From the completion of fifteen (15) years of service the employee shall receive eight (8) additional hours per year up to a maximum of forty (40) additional hours; and,
 - 5) Vacation requests may be submitted but are not a guarantee of time off. Officer should not rely on the form submitted as approval.
- B. During the first quarter of the calendar year, Officers may select up to two weeks' vacation time to which they are entitled on the basis of seniority. After all eligible Officers have selected or had the opportunity to select their first two weeks, Officers may then sign up for one week based on seniority, periodic days, or day to day basis for the remaining vacation on the basis of seniority. Such selection is not limited to the first quarter of the calendar year, but may be selected from any quarter of the calendar year. The Chief reserves the right to adjust vacation schedules to accommodate seasonal operations, significant revisions in the organization, work assignments or the number of personnel employed.
- C. After the first quarter of the calendar year, vacation time shall be available on a first-come basis. If seniority is equal, first right to selection shall be settled by drawing lots.
- D. Requests for vacation time of five (5) days or more consecutive working days must be submitted to the Chief or his designee prior to the 15th day of the month preceding the dates of the request. All other requests for vacation time must be submitted to the Chief or his designee at least three (3) days in advance of the date(s) requested. However, it is expressly understood that the final right to determine who may be on vacation at any time is exclusively reserved to the Chief or his designee, in order to insure the orderly operations of the Department.

Section 10.3. Seniority List

The Village shall prepare a list setting forth the present seniority dates for all Officers covered by this Agreement, which list shall become effective on the date of execution of this Agreement, or final preparation of the list by the Chief, but in no event more than thirty (30) days from the signing of this Agreement. The list will be posted at Police Department for the inspection of the Officers. Any Officers believing that he/she is wrongly placed on the seniority list shall bring the same to the attention of the Chief in writing, within thirty (30) days, stating the reason therefore. Disputes not settled within fifteen (15) days of notice to the Chief shall be resolved through the grievance procedure. If seniority is equal, the first right to selection shall be settled by drawing lots.

Section 10.4. Personal Day Selection

Any dispute within the unit as to the availability of a personal day shall be resolved by seniority.

Section 10.5. Termination of Seniority

- A. Any Officer shall have no seniority rights when he/she:
 - 1) quits;
 - 2) having accrued seniority, is discharged for just cause; or
 - 3) is laid off for twelve (12) months.

Section 10.6. No Accrual of Seniority During Unpaid Leaves

Officers will not accrue seniority credit for time spent on authorized unpaid leaves of absence, unless required by State and/or Federal Statute.

ARTICLE 11 – REPRESENTATIVES

Section 11.1. Attendance at Union Meetings

The Chief shall be advised of local Union meetings, dates, and places. If a Union meeting is held within the corporate limits of the Village of Chatham, an on-duty Officer may use his lunch period to attend the meeting. On-duty Officers so attending shall immediately respond to calls for service. Officers may submit leave requests to attend the Union meeting, and said leave will not be unreasonably withheld.

Section 11.2. F.O.P. Delegates

- A. Any Officer who was chosen as a delegate to an F.O.P. State or National Conference, upon written request submitted to the Chief at least sixty (60) days prior to such Conference, will be given a leave of absence if said Officer has leave benefit time to cover the time necessary to attend the Conference.

- B. If an Officer has no accrued benefit time, the Officer may make a written request to the Village Board at least sixty (60) days prior to such conference to get a leave of absence without pay for a period of time necessary to attend the conference.

Section 11.3. Union Negotiating Team

Members designated as being on the Union negotiating team or scheduled to work on a day when negotiations occur, for the purposes of accommodating scheduled negotiations, if scheduled to work during negotiating sessions, will respond to calls.

Section 11.4. Union Representatives

Authorized representatives of the National or State Union shall be permitted to visit the department to talk with Officers of the local Union during nonworking hours, or as otherwise permitted by the Chief or his designee, which permission shall not be unreasonably withheld. The Chief or his designee shall also endeavor to schedule reasonable meetings with Union representatives upon their request.

ARTICLE 12 – INDEMNIFICATION

Section 12.1. Civil Litigation

In any civil cause of action brought against an Officer, resulting from or arising out of the performance of his/her duties, the Officer shall be entitled to the applicable provisions and conditions set forth in 65 ILCS 5/1, 4 and 6, as is amended from time to time. The maximum amount of liability shall be the amount set forth in 65 ILCS 5/1-4 and 6, as the same is amended from time to time, or as provided by the Village of Chatham on July 1, 1987, whichever is higher. Officers shall also be entitled to legal representation by Employer, pursuant to 65 ILCS 5/1, 4 and 6, as the same is amended from time to time. Officers may seek additional insurance coverage to provide additional counsel and/or provide his own counsel to provide additional representation to the lawsuit.

Section 12.2. Cooperation During Civil Litigation

Officers shall be required to cooperate with Employer during the course of the investigation, administration or litigation of any claim referred to in this Article.

Section 12.3. Limit of Employer's Indemnification Responsibility

Under no circumstances shall the Employer be obligated to indemnify or defend Officers for alleged conduct outside of the scope of the Officer's duties, or for conduct which is intentionally wrongful or criminal.

ARTICLE 13 – WAGES

Officers in the bargaining unit shall be paid the following salaries effective May 1, 2016:

(To be consistent with City of Chatham Ordinance 14-16, dated April 8, 2014)

Years of Service	Fiscal year 2016	Fiscal year 2017	Fiscal year 2018
1	22.697	23.377	24.079
2	25.937	26.715	27.516
3	30.801	31.725	32.677
4	32.875	33.862	34.878
6	33.069	34.061	35.083
11	33.719	34.730	35.772
16	34.367	35.398	36.460
21	35.339	36.399	37.491
26	35.988	37.067	38.179

ARTICLE 14 – DUES DEDUCTION

Section 14.1. Authorization

- A. Upon receipt of a written and signed authorization form from an Officer, the Employer shall deduct the amount of the Union dues set forth in such form and any authorized increase therein, and shall remit such deductions monthly to the Illinois Fraternal of Police Labor Council at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date.
- B. In respect to the above dues, all deductions shall be forwarded to the FOP Labor Council before the 10th of each month. Such deductions authorized by an Officer to the Employer shall be irrevocable unless revoked by written notice to the Employer and the Union fifteen (15) days prior to the expiration of this Agreement.

Section 14.2. Unpaid Dues/Dues in Arrears

The Employer is not responsible for unpaid dues or dues in arrears if it has complied with this provision.

Section 14.3. Indemnification

The Union hereby indemnifies and agrees to save the Employer harmless against any and all judgments that may arise out of or by reason of any proper action taken by the Employer for the purpose of complying with the provisions of this Article.

ARTICLE 15 – FAIR SHARE

Section 15.1. Monthly Deductions

The Employer shall deduct monthly from the pay of each bargaining unit Officer, from whom it has received a written authorization to do so, the amount certified by the Union to be the amount required for payment of monthly membership dues; and, remit the sums deducted to the Union within ten (10) working days after the deductions are made.

Section 15.2. Timing of Remittance

Upon receipt of certification described below, the Employer shall deduct monthly and remit to the Union within twenty (20) working days thereafter the required fair share contribution from the pay of any Officer who has not authorized the deduction of Union dues pursuant to Article 14 above.

Section 15.3. Deductions Cease Upon Termination

The Employer shall be relieved from making the above deductions upon termination of employment or transfer from the bargaining unit, and the Employer shall not be obligated to deduct dues from an Officer's pay during any month in which the Officer's pay is less than the amount to be deducted.

Section 15.4. Employer's Obligation

The only obligation of the Employer is to deduct and remit the certified amounts to the Union. The Employer shall bear no obligation or liability to the Union or any Officer for any mistakes made in compliance with said obligation. The Union shall indemnify, defend, and hold harmless the Employer, present, past and future from and against any and all claims, demands, actions, complaints, suits or any other forms of liability that shall arise out of or by reason of any action by the Employer for the purpose of complying with this Article or in reliance upon any list, form, notice, certification or assignment furnished pursuant to the provisions hereof.

Section 15.5. Procedures

All Officers shall be members in good standing or pay fair share, in accordance with the provisions of this Agreement.

- A. The Union shall submit to the Employer an affidavit which specifies the amount constituting each Officer's fair share contribution, and which describes the rationale and method by which the fair share contribution was determined, including a list of the expenditures which were included and excluded in determining the fair share contribution.
- B. The Union shall prepare a notice containing the fair share fee information specified in paragraph 5.A. of this Article above, and advising that any nonmember may object to the amount of the fee 1) through the Union's internal

appeal procedure, 2) by sending a letter to the President by certified or registered mail or by delivery to the Union's office at any time after the Notice, but within sixty (60) days after the first wage payment of the year from which his fair share fee has been deducted, or 3) by taking any other action available to him at law or equity.

- C. The Union shall distribute the Notice described in section 5.B. by 1) posting it and the Union Internal Review Procedure, 2) providing business agents and stewards with copies of the Notice for distribution to nonmember Deputies, and 3) providing additional copies to the Employer.
- D. A copy of the Union Internal Appeal Procedure culminating in arbitration of any objector's claims shall be supplied to the Employer. The Union shall advise the Employer of any subsequent changes therein.
- E. Upon the Union's receipt of notice of an objector's challenge to the fair share contribution determined by the Union, the Union shall deposit in an escrow account, separate from all other Union funds, the amount of fair share payment received on behalf of an objector or objectors that is fairly placed at issue by the objection(s), but not less than thirty-three percent (33%) of the fair share fee. The Union shall furnish objectors and the Employer with verification of the terms of the escrow arrangement, and upon request, the status of the fund as reported by the bank.
- F. The escrow fund will be established and maintained by a reputable independent bank or trust company; and the agreement therefore shall provide that the escrow accounts be interest bearing at the highest possible rate, that the escrowed funds be outside of the Union's control until the final disposition as provided for herein, and that the escrow fund will terminate and the fund therein be distributed only by the terms of an ultimate award, determination, or judgment including any appeals, or by the terms of a mutually agreeable settlement between the Union and objector or group of objectors. If an ultimate decision in any proceeding hereunder directs that the amount of the fair share fee should be lower than the amount fixed by the Union, the Union shall promptly adopt said determination and notify the Employer to reduce deductions from the earnings of nonmembers to said prescribed amount.
- G. The rights of non-association of Officers based upon bona fide religious tenets or teaching of a church or religious body of which such Officers are members or on religious feeling or belief held with the conviction of traditional religious belief are safeguarded in accordance with Section 6(g) of the Act. Such Officers shall pay an amount equal to their proportionate share to a nonreligious charitable

organization mutually agreed upon by the Officers affected and the exclusive representative to which such Officers would otherwise pay such fee. If the affected Officers and the exclusive representative are unable to reach an agreement on the matter, an organization shall be chosen by the Officer from an approved list of charitable organizations established by the Illinois State Labor Relations Board.

ARTICLE 16 – INSURANCE AND PENSION

Section 16.1. Health Insurance

The Employer shall provide the existing major medical insurance package currently in effect to provide for at least an 80% - 20%, co-pay feature as currently provided and to maintain the same or similar coverage with the same or equally qualified insurance company during the term of this agreement. The same provision shall apply for dental and vision insurance as to current or equal plans. The Employer shall pay one-hundred percent (100%) of the member's insurance coverage and contribute 80% toward the employee's dependent or family coverage. The Village shall pay the employee's single medical insurance coverage provided the employee is not eligible for coverage from other sources as per the following schedule upon retirement until said employee is eligible for Medicare benefits. If the employee is eligible for coverage from other sources, the Village will pay that amount provided it does not exceed the amount the Village regularly pays for single member premium coverage. If the other premium contribution exceeds the cost of the Village contribution, the employee will be eligible to remain on the Village plan. To be eligible for this benefit, the employee shall be at least fifty (50) years of age and been an employee of the Village of Chatham for a minimum of ten (10) years. 10 years of employment, 25%; 15 years of employment, 50%; 20 years of employment, 100%. Once employee is eligible for Medicare, they may purchase supplemental insurance from the Village, paid 100% by the employee.

Section 16.2. Changes to Insurance

In the event that the Employer elects to change insurance carriers or change levels of coverage for any reason, it shall provide the Union written notice at least sixty (60) days in advance of such change, unless the Employer is unable to reasonably give such notice. Should the Union desire to bargain the impact thereof, it shall provide a demand to bargain to the Employer.

Section 16.3. Pensions

Employer shall continue to contribute on behalf of the employees to the Downstate Police and Fire Pension Funds in the amount the Employer is required to contribute by State statute. Should this Act be amended by the Illinois General Assembly to provide for an early retirement program, it shall be made available to all employees in the bargaining unit.

ARTICLE 17 – UNIFORM AND EQUIPMENT REIMBURSEMENT

Section 17.1. Clothing Allowance

Each Officer in the bargaining unit shall receive a yearly clothing allowance in the amount of Six Hundred Dollars (\$600) which shall be on May 1st of each year. On training days, Officers will wear business-casual attire that does not include shorts, flip flops, sandals, or t-shirts. Officers must wear a collared shirt on training days unless the attire would be inappropriate for specific training.

Section 17.2. Uniform and Equipment Items

The Employer will provide equipment and clothing to newly hired Officers. An Officer may request replacement of equipment and clothing which will come from the Officer's clothing allowance. Items will be replaced on an as-needed basis.

Section 17.3. Training/Conferences

Attendance at and participation in professional conferences, training, conventions, and technical meetings shall be considered part of the employee's normal duties. With the prior approval of the Chief or his designee, employees may attend such functions without loss of pay and at Village expense. Employees traveling on Village business shall either be provided with a Village vehicle, given mileage at the IRS rate for the use of their private vehicles, or provided with an allowance for other transportation expenses.

Section 17.4. Travel Allowance

Time at training sessions will be considered as the normal tour of duty. Travel to training within Sangamon County will be considered not compensable. For travel to training outside of Sangamon County, the usual and customary travel time will be compensated at a straight compensation rate at quarter hour increments.

ARTICLE 18 – SPECIAL POSITIONS

Section 18.1. Investigator

The position of Investigator, if any, will be assigned by the Chief from non-probationary members of the bargaining unit. The Chief may assign/remove a qualified Officer to/from the position of Investigator. The qualifications for this position shall be established by the Chief. Officers interested in applying for the position shall have the opportunity to meet with the Chief to discuss their interest in it. If appointed, the Investigator shall be paid a yearly flat rate of Two Thousand Eighty Dollars (\$2,080) in addition to their base pay.

Section 18.2. Property and Evidence Specialist

The position of Property and Evidence Specialist, if any, will be assigned by the Chief. The Chief may assign/remove a qualified Officer to/from the position of Property and Evidence

Specialist. The qualifications for this position shall be established by the Chief. Officers interested in applying for the position shall have the opportunity to meet with the Chief, and discuss their interest in it. The Property and Evidence Specialist's duties shall include, but not be limited to, handling and securing all evidence, and maintaining and processing evidence through the evidence store room. If appointed, the Property and Evidence Specialist shall be paid a yearly flat rate of Two Thousand Eighty Dollars (\$2,080) in addition to their base pay.

Section 18.3. Canine Officer

In the event the Village, in its exercise of its sole discretion, elects to establish or maintain a Canine Program, the parties agree to be eligible for assignment or continued assignment at the Police Chief's discretion. The position of Canine Officer will be subject to the following provisions. Nothing herein shall require the Village to create or maintain such program. Canine Officers shall be allowed one-half (1/2) hour during their duty shift to provide care and maintenance for the dog. Canine Officers shall receive one-half (1/2) hour of overtime on off-duty days, including leave days, unless the canine is not in the possession of the Canine Officer. Canine Officers will be allowed sixteen (16) hours per month for training purposes. On said days when training occurs, a log entry of the training that occurred shall be turned over to the Chief or his designee regarding said training by the end of the next scheduled work day. If the off-duty at-home canine care activities exceed the half hour allowances, for any day, the Officer shall submit an overtime sheet with the additional activities engaged in, the times at which they took place, and the duration of the activities to his supervisor by the end of the shift immediately following the week the additional time was incurred. Canine Officer must use activity tracking software on a daily basis on his regular duty days. The dogs assigned to the Canine Unit are property of the Village of Chatham and shall not be used for purposes other than official police duties. They shall not be used for breeding purposes. Should the canine, or the assigned Canine Officer, retire or be reassigned for any reason, the canine may become the property of the assigned canine handler at the discretion of the Chief of Police. Any outside use of a canine assigned to the program is in direct violation of this Section which may result in the removal of the assigned canine handler from the program. The Canine must stay in the kennel when at the Canine Officer's residence and shall not be utilized as a "pet."

Section 18.4. Field Training Officer

A Field Training Officer shall receive a total of one (1) hour of compensatory time once the Field Training Officer has initiated the evaluative process during a field training shift of the new officer.

ARTICLE 19 – EFFECT OF AGREEMENT

Section 19.1. Management Rights

It is recognized that the Village has and will continue to retain the rights and responsibilities to direct the affairs of the Police Department in all of its various aspects. Among the rights retained

by the Village are the Village's right to direct the working forces; to plan, direct, and control all the operations and services of the Police Department; to determine the methods, means, organizations, and number of personnel by which such operations and services are to be conducted; to determine whether goods or services shall be made or purchased; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment, or facilities provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

Section 19.2. Mid-Term Bargaining and Waiver of Additional Bargaining

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or by specific agreement of the parties in the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or which was raised during the negotiation hereof in written proposals or counterproposal. In the event that either party has the right to bargain other matters during the term of this agreement, it shall deliver to the other a Notice of Demand to Bargain. Bargaining required by this Agreement shall commence within 15 working days of such notice.

Consistent with 5 ILCS 315/4 nothing in this paragraph limits the rights of the FOP to negotiate over the impact of decisions of the Chief or Village which affect wages, hours, and terms and conditions of employment, except that neither the Chief nor the Village shall be obligated to bargain over matters about which final agreement has been reached.

Section 19.3. Impasse Procedures

The parties shall use the Impasse procedures of Section 14 of the Illinois Public Labor Relations Act.

Section 19.4. Savings Provision

If any provision of this Agreement, or the enforcement or performance of such provision, is or shall at any time be deemed unlawful when enforced or not in accordance with applicable Illinois compiled statutes as determined by a court of competent jurisdiction, then such provision shall not be applicable or enforced or performed except to the extent permitted by law, and all other provisions hereof shall remain in full force and effect.

ARTICLE 20 – TECHNICAL PROVISIONS

Section 20.1. Duration of Agreement

This Agreement shall be effective as of the first day of May 2016 and shall remain in full force and effect until the 30th of April 2018, or until a successor agreement is executed between the parties, whichever occurs later.

Section 20.2. Successor Agreement

Negotiations for a successor agreement shall commence upon service of a notice of demand to bargain by either party, such notice to be served not more than 120 days nor less than 60 days prior to April 30, 2018.

Section 20.3. Complete Agreement

This Agreement constitutes the whole and entire agreement between the parties. No other agreement practice or custom forms a part of this Agreement, except as is expressly provided for herein.

Section 20.4. Parties' Representatives

All notices shall be served personally or by certified mail upon the parties' representatives:

For the Employer

Village of Chatham
Chief Vernon Foli
116 E. Mulberry St.
Chatham, Illinois 62629

For the Labor Council

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

SIGNATURES

This Agreement is signed this ____ day of _____, 2017.

Union:

Village of Chatham:

William Jarvis
Counsel for the Union

Angela Fyans-Jimenez
Counsel for the Village of Chatham

Scott Williams
Union President

Vernon Foli
Chief of Police

APPENDIX A - DUES AUTHORIZATION FORM

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

I, _____, hereby authorize my employer, _____, 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 its certification as exclusive bargaining representative to the date this dues deduction is implemented, 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.

APPENDIX B - GRIEVANCE FORM

(use additional sheets where necessary)

Lodge/Unit No.:	Year:	Grievance No.:
-----------------	-------	----------------



Date Filed: _____

Department: _____

Grievant's Name: _____

Last

First

M.I.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____

Article(s)/Sections(s) violated: _____, and all applicable Articles

Briefly state the facts: _____

Remedy Sought: _____

_____, in part and in whole, make grievant(s) whole.

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

Lodge/Unit No.:

Year:

Grievance No.:

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR

Reasons for Advancing Grievance: _____

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative



MEMORANDUM OF UNDERSTANDING

REGARDING

THE CARE OF POLICE CANINE KNOWN AS "BELLA"

Whereas the parties desire to enter into this Memorandum of understanding regarding the care and custody of Police canine known as Bella.

Whereas the Union recognizes the large financial investment the Village has made in the creation and maintenance of the police canine program.

Whereas the Village currently has an eight-year old canine by the name of "Bella" who is currently being handled by Village Police Officer James Richards. Officer Richards is responsible for the maintenance and care of Bella.

Whereas Bella currently resides at the residence of Officer Richards.

Whereas it is the parties intent to limit liability to both the Village and its employees while at the same time seeking to maintain the canine's operational capacity for as long as practicable.

IN CONSIDERATION of mutual promises, covenants and understandings contained herein and in the parties' collective bargaining agreement executed by their duly authorized representatives and/or agents, the parties mutually agree to the following terms and conditions:

The parties agree that the following rules will be maintained for Bella while she is off duty:

- a. Bella shall be kenneled for any period of time she is outside the presence of the canine officer. Canine Officer Richards shall pay for said kennel that will be used in the inside of the residence.
- b. Further, Bella shall be kenneled at home (by Officer Richards) if anyone other than the Officer Richard's immediate family is present. For the purpose of this MOU immediate family shall be interpreted in a manner consistent with those persons/individuals referenced in Article III, section 1 (funeral leave) of the parties collective bargaining agreement.
- c. Canine Officer Richards shall provide homeowner insurance policy coverage for Bella which will cover any bites or injuries caused by Bella at his residence.

- d. Canine Officer Richards will sign a waiver and release to the Village of Chatham for any and all bites or injuries caused by Bella that occur within the residence to family and/or any individuals who come to Canine Officer Richards' residence.

Agreed to this ____ day of March, 2017

FOR THE EMPLOYER:

FOR THE UNION:

Village of Chatham Date

F.O.P Bargaining Committee Date

F.O.P Bargaining Committee Date

F.O.P Bargaining Committee Date