

# ILLINOIS FOP LABOR COUNCIL

---

and

## VILLAGE OF WESTMONT

Sworn Peace Officers below the rank of Sergeant

**MAY 1, 2018 – APRIL 30, 2022**

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## **ARTICLE 1 - PREAMBLE**

This Agreement is entered into by and between the Village of Westmont, an Illinois municipal corporation (herein referred to as the “EMPLOYER” or “VILLAGE”) and the Illinois Fraternal Order of Police Labor Council/Westmont Lodge No. 63 (hereinafter referred to as the “COUNCIL” or “UNION”). The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Council representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Council to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employees’ wages, hours and working conditions. In consideration of mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

## **ARTICLE 2 - RECOGNITION**

The Employer hereby recognizes the Council as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters relating to wages, hours, and all other terms and conditions of employment of all officers in the bargaining unit. The bargaining unit shall include all sworn peace officers below the rank of Sergeant.

Positions EXCLUDED from the above described bargaining unit shall include all sworn peace officers in the rank of Sergeant and above, and all non-sworn personnel, and any others as defined in the Act and any others excluded by the Illinois Public Labor Relations Act (5 ILCS 315/1, et. seq.).

## **ARTICLE 3 - NON-DISCRIMINATION**

### **Section 3.1. Equal Employment Opportunity**

The Employer will continue to provide equal employment opportunity for all officers and develop and apply equal employment practices.

### **Section 3.2. Non-Discrimination**

The Employer shall not discriminate against officers, and employment-related decisions will be based on qualifications and predicted performance in a given position without regard to race, color, sex, age (40 and over), religion, or national origin of the officer; nor shall the Employer discriminate against officers as a result of activities on behalf of the Council or membership in the Council, or the exercise of constitutional rights. The Employer agrees to comply with all applicable laws. Officers shall not be transferred, assigned or re-assigned or have any of their duties changed for reasons prohibited by this Section.

## **ARTICLE 4 - NO STRIKE**

### **Section 4.1. No Strike Commitment**

Neither the Council 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 terms of this

Agreement. Neither the Council nor any officer shall refuse to cross any picket line, by whomever established.

**Section 4.2. Resumption of Operations**

In the event of action prohibited by Section 4.1 above, the Council 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 Council, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

**Section 4.3. Council Liability**

Upon the failure of the Council to comply with the provisions of Section 4.2 above, any agent or official of the Council who is an officer covered by this Agreement may be subject to the provisions of Section 4.4 below.

**Section 4.4. Discipline of Strikers**

Any officer who violates the provisions of Section 4.1 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 4.1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether an officer in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

**Section 4.5. No Lockout**

During the term of this Agreement, the Employer shall not instigate a lockout over a dispute with the Council.

**Section 4.6. Judicial Restraint**

Nothing contained in this Article shall preclude either party from obtaining judicial restraint and damages in the event that either party violates this Article.

**ARTICLE 5 - MANAGEMENT RIGHTS**

Except as specifically modified by other Articles of this Agreement, the Council recognizes the exclusive right of the Village to make and implement decisions with respect to the operation and management of its operations in all respects. Such rights include but are not limited to the following: to plan, direct, control and determine all the operations and services of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which operations are conducted; to determine whether goods or services are made or purchased; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; and to carry out the mission of the Village; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

## **ARTICLE 6 - GRIEVANCE AND ARBITRATION**

### **Section 6.1. Grievance and Arbitration Procedure**

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purposes of this Agreement, a grievance is any dispute of difference of opinion raised by an employee, or the Council; representing the employee or employees against the Employer, involving the meaning, interpretation or application of the provisions of this Agreement or discipline implemented. Any time period provided for under the steps in the grievance procedure may be mutually extended or contracted. At the election of the Officer, discipline can be appealed through the Labor Agreement's Grievance Procedure Article 6 or the Village's Board of Fire and Police Commission, but not both. The parties agree that the Chief of Police (or the Chief's designee) shall have the right to suspend a non-probationary officer for up to thirty (30) days or dismiss a non-probationary officer for just cause, without filing charges with the Board of Fire and Police Commissioners. Neither the Police Chief nor the Village or their agents will file charges asking the Board of Fire and Police Commissioners to impose any discipline on any bargaining unit employee if the covered member has chosen to appeal the disciplinary action implemented through Article 6 of this Labor Agreement. The parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Agreement, and the foregoing provisions with respect to the appeal and review of disciplinary action or discharge decisions shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be the Rules and Regulations of the Village's Board of Fire and Police Commissioners. 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 Agreement. The parties agree that written or verbal warnings are not subject to Step three (3) of the grievance procedure.

STEP ONE: The employee or the Council may submit in writing (on the form attached as Appendix A) a grievance with the employees' supervisor (who is not a member of the bargaining unit), with the Chief of Police, or with the Village Personnel Officer within ten (10) calendar days of its occurrence, or circumstances giving rise to a grievance or when first known by the grievant. The supervisor, Police Chief or Village Personnel Officer shall then attempt to adjust the matter and shall respond within ten (10) calendar days thereafter.

STEP TWO: If not adjusted in Step One, the grievance shall be presented by the employee or the Council to the Village Manager within ten (10) calendar days following the receipt of the written response in Step One. The Village Manager shall attempt to adjust the grievance within ten (10) calendar days after receipt of the grievance. The Village Manager shall then render a written response, based on the supplied information during the meeting, within ten (10) calendar days of the meeting.

STEP THREE: If the grievance is not settled in Step Two, the matter may be referred for arbitration by written request of the Council made within fifteen (15) calendar days of the Employer's written response in Step Two. Arbitration shall proceed in the following manner:

(a) The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree

upon the arbitrator within said seven (7) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. 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 Council shall have the right to strike three (3) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike the next name; and so on until one (1) name is left. The right to strike the first name shall alternate between the Council and Employer for each grievance filed. The person remaining shall be the arbitrator.

(b) The arbitrator shall be notified of their selection and shall be requested to set a time and place for the hearing, subject to the availability of employee and Village/Council representatives.

(c) The Village and employee or Council shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and employee or Council reserves the right to employ legal counsel.

(d) The arbitrator shall submit their decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

(e) More than one (1) grievance may be submitted to the same arbitrator where both parties mutually agree in writing.

(f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Council provided however, that each party shall be responsible for compensating its own representatives and witnesses.

### **Section 6.2. Limitations on Authority of Arbitrator**

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 6.2 shall be final and binding upon the Village, the Council and the employee(s) covered by this Agreement.

### **Section 6.3. Time Limit for Filing**

No grievance shall be entertained or processed unless it is submitted in accordance with the time limits aforesaid. If a grievance is not presented by the employee within the time limits aforesaid, 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 agreed extension thereof, it shall be considered settled on the basis of the Village's last written response. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee 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 agreement in writing extend any of the time limits set forth in this Article.

#### **ARTICLE 7 - LABOR-MANAGEMENT CONFERENCES**

The Council and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Council representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a "labor-management conference" and expressly providing the agenda for such meeting. Such meetings and locations shall be limited to:

- (1) Discussion on the implementation and general administration of this Agreement;
- (2) A sharing of general information of interest to the parties;
- (3) Notifying the Council of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees; and
- (4) Safety issues.

The Employer and the Council agree to cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of law enforcement can be effectuated for the maximum protection of the citizens of the State of Illinois. To effectuate the purposes and intent of the parties, both parties agree to meet as necessary. It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "labor-management conferences", nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

#### **ARTICLE 8 - BILL OF RIGHTS**

Upon inquiry, investigation or interrogation of a law enforcement officer, the Employer shall follow the procedure set forth in 50 ILCS 725/1.2 et. seq. Furthermore, the Village shall adhere to all employee rights to Union representation during any Employer's investigative interview as are imposed upon the Village by Illinois State Labor Relations Board decisions.

#### **ARTICLE 9 - LAY-OFF**

Where there is an impending lay-off with respect to the officers in the bargaining unit, the Employer shall inform the Council in writing no later than fourteen (14) days prior to such layoff. The Employer will provide the Council with the names of all officers to be laid off prior to the lay-off. Probationary employees, temporary and part-time employees and community service officers shall be laid off first, thereafter officers shall be laid off in accordance with their seniority. The officers with the least amount of seniority shall be laid off first. All officers shall receive notice in writing of the lay-off at least fourteen (14) days in advance of the effective date

of such lay-offs. Any officer who has been laid off shall be placed on the appropriate reinstatement list and shall be recalled on the basis of seniority in the police department.

## **ARTICLE 10 - HOURS AND OVERTIME**

### **Section 10.1. Work Day and Work Week**

All time in excess of the hours worked in the normal workday and the normal workweek (forty [40] hours average based upon a seven (7) day rotating work schedule) shall be compensated as provided in Section 10.2. It is understood that the Village may temporarily alter an employee's normal workday or regular workweek for training days or due to emergency circumstances such as natural disaster. If such overtime is not filled voluntarily for training days, covered members will not be ordered back. A natural disaster is defined as (1) any natural disaster or manmade calamity such as a flood, tornado or explosion within the corporate limits of the Village resulting in death or injury of persons or the destruction of property to such extent that extraordinary measures must be taken to protect the public health, safety and welfare; (2) a riot or unlawful assembly characterized by the use of actual force or violence or a threat to use force if accompanied by the immediate power to execute such a threat by three or more persons acting together; (3) any situation threatening homeland security; or (4) other events of a similar nature and magnitude.

Each employee shall be allowed a thirty (30) minute meal period per tour of duty. This meal period shall be considered out of service time during which the employee will be subject only to priority calls. Employees will be allowed to take periodic coffee breaks as long as they are not out of service and properly perform their assignments.

The patrol division shall operate on a twelve (12) hour shift. Officers that will rotate every eighty-four (84) days. On a seniority basis, and from posted time off blocks of four (4) hours per pay period, choose a day to work one (1) eight (8) hour shift. Such eight (8) hour shift shall remain consistent through that rotation. The detective division shall continue on a ten (10) hour, four (4) day work week in which shifts shall be selected by department seniority and hours shall rotate.

With the twelve (12) hour shift, "training days" for training occurring in any location outside a fifteen (15) miles of the Westmont Police Station as outlined in MapQuest using the shortest distance route feature to establish mileage shall be considered a complete work day when the scheduled class is eight (8) hours in length. Training days that fall within the fifteen (15) miles as outlined in MapQuest using the shortest distance route feature to establish mileage, officers shall work the remaining hours of their shift.

### **Section 10.2. Overtime Payment**

All overtime in excess of the hours required of an employee by reason; of the, employee's regular duty as set out in Section 10.1 above, whether of an emergency nature or of a non-emergency nature, shall receive one and one-half (1 ½) times their actual hourly rate of pay for work performed in excess of the normal work day and normal work week as above. Hours worked in this Section and in Section 10.1 above include hours compensated for paid leave and holidays. Schedule adjustment time (for non-mandatory training purposes and the "Adopt-a-Cop" program only) will be compensated at the overtime rate and may be carried over from one year to the next up to a cap of 240 hours. Mandatory training is at the overtime rate and taken as

comp time or pay or any combination of such at the employee's choice. Overtime rate shall be computed on the basis of completed thirty (30) minute segments. In the event an emergency is declared by the Employer as many of the employees shall be continued on duty for such number of hours as may be necessary. The Employer will pay overtime compensation for the actual time spent at departmental meetings requiring attendance of bargaining unit members. Schedule adjustment time may also be used as time due for purposes of Family Medical Leave.

### **Section 10.3. Call-Back**

A call-back is defined as an official assignment of work which does not continuously precede or follow an officer's regularly scheduled working hours. Employees reporting back to the Employer's premises at a specified time on a regularly scheduled work day shall be compensated for two (2) hours at the appropriate overtime rate or be compensated for the actual time worked or any combination of such, whichever is greater, at the overtime rate. Call-backs do not include court time.

### **Section 10.4. Court Time**

Employees covered by this Agreement, required to attend court outside their regularly scheduled work hours, shall be compensated for such time at the overtime rate. A minimum of two (2) hours overtime will be paid for field court held locally or the appropriate amount of comp time due or any combination of such and a minimum of three (3) hours overtime will be paid for morning house court in Wheaton, and a minimum of three (3) hours overtime or the appropriate amount of comp time due or any combination of such will be paid for afternoon house court in Wheaton. There will be no overlapping (double dipping) of hours with any combination of field court, house court and/or stand by pay. Stand by pay for court shall be two (2) hours straight time or the appropriate amount of schedule adjustment time (at straight time) due, or less if it conflicts with actual court time.

### **Section 10.5. Overtime Pay for Detectives**

Those officers in the bargaining unit assigned detective duties shall be paid a stipend each pay period the equivalent of six (6) hours of overtime pay at the officer's appropriate rate of pay. All approved overtime beyond six (6) hours per pay period shall be paid at the detective's overtime rate of pay or taken as comp time, at the officer's choice, or any combination of such, per Section 10.8.

### **Section 10.6. Target Pay**

Members of the bargaining unit shall receive an addition five (5) hours each month to cover fifteen (15) minute roll call periods and not more than six (6) annual weapons range assignments annually.

### **Section 10.7. No Pyramiding**

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

### **Section 10.8 Compensatory Time**

Officers will have the option of taking overtime pay or compensatory time (accumulated at the same rate) up to a cap of forty-eight (48) replenishable overtime hours for the purpose of time off usage. Unused comp time may be paid out on the first pay period of December and shall be paid out the last pay period of April at the officer's then current rate of pay.

Use of compensatory time/schedule adjustment time shall be by mutual agreement between the Chief or designee and the officer, as scheduling permits and with forty-eight hours (48) hours' notice to the Chief or designee, absent emergency. A request for compensatory time/schedule adjustment time off will not unreasonably be denied by the Chief or designee, so long as the request will not cause overtime payment to be made, interrupt previously scheduled training or otherwise interfere with the unique or unusual departmental need. Officers may leave at roll-call and during the shift if staffing is over seven (7) officers' which includes a Sergeant and after 2:00 a.m. six (6) officers' which includes a Sergeant at the discretion of the Shift Commander. The shift release process will be governed by seniority.

### **Section 10.9 Shift Commander's Pay**

Any bargaining unit member serving in the capacity of shift commander shall receive an additional hour of pay, at the straight time rate or schedule adjustment time (at straight time), for each shift in which they serve in this capacity for up to six (6) hours. When serving in this capacity for each shift over six (6) hours, the compensation shall be two (2) hours of pay at the straight time rate or two (2) hours of schedule adjustment time (at straight time). Detective commander shall receive one (1) hour straight time for an eight-(8) hour shift and one and one half (1.5) hour straight time for ten (10) hour shifts or the appropriate amount of schedule adjustment time at straight time.

### **Section 10.10 Required Overtime**

Overtime shall be offered from a list(s) of bargaining unit members; (patrol-detectives-community policing officers). If overtime is required and all officers are unavailable or have declined, the officer with the least seniority will be assigned the mandatory overtime per denoted below; provided however, under no circumstances will any officer be permitted to work more than sixteen (16) hours absent emergency situations. The Employer shall:

1. Request or call the eight (8) hour short shift officer on the current shift (am-pm) – (officers who work eight (8) hours that day)
2. Offer the most senior bargaining unit member on the opposite shift that is not working and is not scheduled to work the next scheduled shift.
3. If such officer is not available, the Employer shall continue down the seniority list until such list expires. If no officer is available, the Chief or designee will order the least senior officer that is on the opposite shift (am-pm) that is not working and is not scheduled to work the next scheduled shift.
4. If the employee who can be ordered to work does not respond within two (2) hours of a call, progressive discipline will occur unless extenuating circumstances exists.

Step 1-No action taken

Step 2-No action taken

Step 3-Written reprimand

Step 4-Four (4) hour suspension

Step 5-Eight (8) hour suspension

Step 6-Twelve (12) hour suspension

Step 7-Twenty-four (24) hour suspension

These steps will be in effect each eighty-four (84) day (rotation). Officers at steps one (1) through three (3) after a rotation will return to step 1 at the next rotation. Officers at steps four (4) through seven (7) during a rotation will continue at those steps during the next eighty-four (84) day rotation and return to step 1 after completing that rotation violation free. If an Officer has one or more violations after step 7, said Officer will be suspended for twenty-four (24) hours for each violation and will return to step 1 as long as there are no violations during the next rotation. No Officer can face termination based solely on violating this section.

## **ARTICLE 11 - INDEMNIFICATION**

### **Section 11.1. Employer Responsibility**

The Employer shall, but only to the extent required by law, be responsible for hold officers harmless from and pay for damages or monies which may be adjudged, assessed or otherwise levied against any officer covered by this Agreement.

### **Section 11.2. Legal Representation**

Officers shall have legal representation by the Employer in any civil cause of action brought against an officer resulting from or arising out of the performance of duties.

### **Section 11.3. Cooperation**

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

### **Section 11.4. Applicability**

The Employer will provide the protections set forth in Section 11.1 and Section 11.2 above, so long as the officer is acting within the scope of their employment and where the officer cooperates, as defined in Section 11.3, with the Employer in defense of the action or actions or claims.

## **ARTICLE 12 - SENIORITY**

### **Section 12.1. Definition of Seniority**

As used herein, the term “seniority” shall refer to and be defined as the continuous length of service or employment covered by this Agreement from the date of last hire.

### **Section 12.2. Vacation Scheduling**

Officers covered under this Agreement shall receive the vacation schedule no later than December 1. Officers covered under this Agreement shall select the periods of their annual vacation on the basis of seniority and unit assignment (i.e. Detectives, Patrol, Community Policing) vacation schedules may be adjusted to accommodate seasonal operations, significant revision in organization, work assignments or the number of personnel in particular ranks. The Chief shall notify the employees of any vacation “black out” dates by December 1 of each year, except that after December 1 of each year the Chief may reasonably black out additional vacation periods in unusual circumstances for good cause shown although previously scheduled dates will not be canceled. Bargaining unit members vacation selections will not be affected by non-bargaining unit members vacation selections whenever possible, as scheduling permits. Bargaining unit members may overlap vacation selections a maximum of two (2) working days.

All bargaining unit members who switch shifts and decide to request time off: i.e. vacation time, comp, personal and scheduled adjustment time must confer in writing with all members of the new shift prior to submitting a time-off request.

Personal days in conjunction with a vacation time off request will take precedent over comp time, schedule adjustment time or a personal day not in conjunction with vacation time off. Vacation time not selected during the seniority pick at the beginning of the year, shall not take precedent over any other time off requests already approved at the time the request was submitted. Comp time and schedule adjustment time off shall not be submitted more than one-hundred twenty (120) days in advance of the date requested. If two (2) or more requests are submitted at the same time by different officers, seniority will be used to determine which request is approved.

### **Section 12.3. Seniority List**

The Employer shall prepare a list setting forth the present seniority dates for all officers covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting officers covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure.

### **Section 12.4. Termination of Seniority**

Seniority and the employment relationship shall be terminated for all purposes if the employee:

- a) quits;
- b) is discharged;
- c) retires or is retired;
- d) falsifies the reason for a leave of absence or is found to be working during a leave of absence;
- e) fails to report to work at the conclusion of an authorized leave of absence or vacation;
- f) is laid off and fails to report for work within five (5) calendar days after having been recalled;
- g) is laid off for a period in excess of two (2) years;
- h) does not perform work for the Village (except for layoffs, military service or an established work-related injury compensable under workers compensation) for a period in excess of twelve (12) months; or
- i) is absent for two (2) consecutive working days without notifying the Village.

Employees who establish to the Village's satisfaction that their failure to report under either subsection (e), (f) or (i) was due to exigent circumstances shall not be terminated under this Section.

**Section 12.5. Seniority and Authorized Leave of Absence**

Seniority shall not be calculated to include the time spent on an authorized leave of absence by an officer.

**ARTICLE 13 -REPRESENTATIVES**

For the purposes of administering and enforcing the provisions of this Agreement, the Employer agrees as follows:

**Section 13.1. Grievance Processing**

Reasonable time as scheduling permits while on duty shall be granted to Council representatives for the purpose of aiding or assisting or otherwise representing officers in the handling and processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay.

**Section 13.2. Council Negotiating Team**

Members designated as being on the Council negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties as scheduling permits without loss of pay. If a designated Council negotiating team member is in regular day-off status on the day of negotiations, such Bargaining Unit Member will not be compensated for attending the session.

**Section 13.3. Conventions and Meetings**

Up to two (2) Council members shall be excused with pay if working, to attend Council or Local Lodge meetings as scheduling permits, subject to emergency interruption and providing that the meetings are conducted within the Village of Westmont.

**ARTICLE 14 - BULLETIN BOARDS**

The Employer shall provide the Council with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available for purposes of the Council or Local Lodge for the posting of notices or announcements of a nonpolitical, non-inflammatory nature. Copies of such posting shall be provided to the Chief or designee before they are actually posted, and the Union will limit all postings to the designated Village board(s). Such bulletin board(s) to be located in a conspicuous place.

**ARTICLE 15 - LEAVES OF ABSENCE**

**Section 15.1. Bereavement Leave/Death in Family**

The Employer agrees to provide to officers leave without loss of pay as a result of death in the family, not to exceed three (3) days. This may be extended to one (1) week by the Village Manager.

**Section 15.2. Definition of Family**

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 or in-law), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent, grandparent-in-law or grandchild.

### **Section 15.3. Short Term Military Leave**

Any employee covered by the terms of this Agreement who is a member of a reserve force of the Armed Forces of the United States, or the State of Illinois, and who is ordered by the appropriate authorities to attend training programs or perform assigned duties shall be granted a leave of absence, without pay, for the period of such activity and shall suffer no loss of rights and benefits as provided by applicable statutes, including the Public Employee Armed Services Rights Act (5 ILCS 330/1, et. seq.). Employees who are called up for two (2) weeks active duty training may take a leave of absence without pay or take the option of using their earned vacation time.

### **Section. 15.4. Maternity Leave**

A leave of absence shall be granted for maternity upon request. Such request must be presented in writing to the officer's immediate supervisor, setting forth a date each leave is to begin, as soon as that date can be determined by the officer and the officer's physician. Upon receiving the physician's report, the Department shall transfer the officer to a suitable position to eliminate possible injury to the fetus and officer. Return to work shall be as soon as reasonable after delivery, as permitted by a signed release by the officer's physician.

### **Section 15.5. Injury Leave**

An officer who sustains injuries arising out of and in the course of their employment shall be covered by the provisions of 5 ILCS 345/1, et. seq. No officer will lose any benefits while injured on duty and will continue to accumulate all benefits provided by this Agreement. All officers on injury leave may be returned to light duty if able to perform the work and placed at the discretion of the Department.

### **Section 15.6 Sick Leave**

Sick leave shall be accrued on the basis of one (1) day for each month of service, eight (8) hours a month while on an eight (8) hour shift and twelve (12) hours a month while on a twelve (12) hour shift, capping in either case at a total accumulation of ninety-six (96) hours per year. Sick leave may not be used as additional vacation time. In cases where an employee cannot report for duty due to illness, the supervisor or department head should be advised no later than thirty (30) minutes before the employee's scheduled starting time on the day of the absence. Supervisors (upon the direction of the Chief of Police or designee) may require a doctor's certificate from employees who are absent. Employees may be required to submit to a medical examination by a physician designated by the Village. The Village shall pay for the cost of such doctor's visit. Sick leave shall not be payable if, in the opinion of the Village physician, the absence was not necessary. Sick leave shall not be payable to employees during the probationary period. Upon satisfactory completion of the probationary period, one (1) day eight (8) hours if working an eight (8) hour shift, and twelve (12) hours if working a twelve (12) hour shift of sick leave, capping in either case at a total accumulation of ninety-six (96) hours per year, shall be credited to each month in the probationary period.

### **Section 15.7 Use of Earned Sick Leave**

An Officer also may use sick leave benefits accrued for absences due to an illness, injury, or medical appointments of the Officers' "covered family member", on the same terms upon which an employee is able to use sick leave benefits for the employee's own illness, medical appointments, or injury. Sick leave benefits taken by any employee for a "covered family member" is limited to forty-eight (48) hours each calendar year. for purposes of this Section 15.7 only, an Officer's "covered family member" means the Officer's child, spouse, civil union or

domestic partner, sibling, parents, mother-in-law, father-in-law, grandchild, grandparents or stepparent.

**Section 15.8 Accrued Sick Leave at Separation**

Provided that an employee has given proper notice of separation, an employee shall be paid for unused accrued sick leave up to a maximum of one-hundred twenty (120) working days upon such employee’s separation from Village service after twenty (20) or more consecutive years of full-time employment with the Village, or if such employee has reached the minimum retirement age and has vested in the applicable pension fund.

**Section 15.9. Family and Medical Leave**

The Village ordinance pertaining to Family and Medical Leave applicable to all Village Employees shall be applicable to bargaining unit members provided it is consistent with the Family and Medical Leave Act of 1993 as amended and the rules and regulations issued in conjunction therewith.

**ARTICLE 16 - WAGE RATES**

**Section 16.1 Wages**

All hours paid to be retro to May 1, 2018

		<b>5/1/2018</b>	<b>5/1/2019</b>	<b>5/1/2020</b>	<b>5/1/2021</b>
	<b>Current</b>	<b>2.50%</b>	<b>2.50%</b>	<b>2.00%</b>	<b>2.00%</b>
Start	64,905.36	\$66,539.20	\$68,203.20	\$69,576.00	\$70,969.60
Hourly	31.2045	\$31.99	\$32.79	\$33.45	\$34.12
Conclusion of Prob (18 months)	68,150.16	\$69,867.20	\$71,614.40	\$73,049.60	\$74,526.40
Hourly	32.7645	\$33.59	\$34.43	\$35.12	\$35.83
Completion of 2 years	71,898.11	\$73,715.20	\$75,566.40	\$77,084.80	\$78,644.80
Hourly	34.5664	\$35.44	\$36.33	\$37.06	\$37.81
Completion of 3 years	76,391.95	\$78,312.00	\$80,288.00	\$81,910.40	\$83,553.60
Hourly	36.7269	\$37.65	\$38.60	\$39.38	\$40.17
Completion of 4 years	81,930.58	\$83,990.40	\$86,091.20	\$87,817.60	\$89,585.60
Hourly	39.3897	\$40.38	\$41.39	\$42.22	\$43.07
Completion of 5 years	88,689.54	\$90,916.80	\$93,204.80	\$95,076.80	\$96,990.40
Hourly	42.6392	\$43.71	\$44.81	\$45.71	\$46.63
Completion of 6 years	96,828.58	\$99,257.60	\$101,753.60	\$103,792.00	\$105,872.00
Hourly	46.5522	\$47.72	\$48.92	\$49.90	\$50.90

\*Certified Officer receives one-time payment of \$2,136.80 (in first pay period)

**Section 16.2. Certified Police Officers**

A person who has been awarded a certification attesting to their successful completion of the minimum standards Basic Law Enforcement Training Course as provided in the Illinois Policing Training Act and accepted by the Illinois Law Enforcement Training and Standards Board,

within the last twelve (12) months, or a person with the above-mentioned certificate who is currently or has been a full-time police officer in Illinois within the last twelve (12) months shall qualify for a one time stipend of \$2136.80 paid on the employee's first pay check from the Village.

**Section 16.3. Field Training Officer**

Officers assigned as a Field Training Officer (FTO) shall receive one (1) hour of overtime pay for acting in the position of designated FTO between four (4) to twelve (12) hours. The compensation provided can either be overtime or comp-time or any combination of such per the officer's option.

**Section 16.4. Longevity**

In addition to the regular rate of pay, employees covered by this Agreement shall receive a one percent (1%) increase in their base pay at the time of such increase, for each five (5) years served on the Westmont Police Department.

**Section 16.5. Canine Compensation**

Employees who are working and assigned to Canine shall be released one (1) hour early per day. However, if the shift is below minimums with the Officer leaving early, the Officer will remain and be compensated for one (1) hour of overtime. When it is a day that the Canine officer is not working, such officer shall receive one-half (1/2) hour of scheduled adjustment time at time and one-half (3/4hr.) for each and every day.

**ARTICLE 17 - HOLIDAYS AND PERSONAL DAYS/TIME**

**Section 17.1. Holidays**

The following days shall be recognized and observed as paid holidays in accordance with Section 17.2:

- |                  |                        |
|------------------|------------------------|
| New Year's Day   | Independence Day       |
| President's Day  | Labor Day              |
| Good Friday      | Thanksgiving Day       |
| Memorial Day     | Day after Thanksgiving |
| Independence Day | Christmas Day          |

**Section 17.2. Holiday Pay**

If a holiday as set out above in Section 17.1 falls within a certain pay period, then the officers covered under this Agreement shall receive an extra eight (8) hours regular time pay for that holiday in that pay period, regardless if they are on duty or not for that holiday.

**Section 17.3. Personal Days/Time**

Each officer covered under this Agreement is entitled to twenty-four (24) hours of personal time/days. Personal days/time may be taken as scheduling permits with eight (8) hours' notice to the Employer, absent emergency. Personal days/time may be taken consecutively and, with approval may be used for any purpose including the illness of a family member.

**ARTICLE 18 - CLOTHING ALLOWANCE**

The quartermaster system with respect to the provision of uniforms and outerwear shall be in effect for uniformed employees during the term of this Agreement. Plain clothes employees shall

be entitled to a maximum of \$600.00 per year for outerwear, except newly appointed detectives will be entitled to a maximum of \$750.00 for their first year. All purchases are subject to the approval of the Police Chief.

## **ARTICLE 19 – VACATIONS**

### **Section 19.1. Vacation Policy**

Vacation credit is earned by employees on a regular basis with the schedule of vacation determined at the discretion of the Employer. In determining the vacation schedule, the Employer shall consider as factors the desires of the individual employee in relation to all other requests for vacation or other leave of employees, the needs and demands of Village operations and the work load of the department. Employees shall request approval of vacation as far in advance of the dates requested as practicable. All requests for vacation shall be tentatively approved by the Employer. Unused, but earned vacation time shall be paid to the employee at the time of separation from Village service if such termination is voluntary and not a dismissal, and in accordance with Article 11, Section 19-38 of the Westmont Code of Ordinances. Vacations shall not be advanced. Vacations shall not be accumulated from year to year. Paid vacation shall be available following the completion of twelve (12) months of employment. In the event a probationary officer does not successfully complete probation, any used but not yet accrued paid vacation will be monetarily deducted from the Bargaining Unit Member's last paycheck.

### **Section 19.2. Computation of Vacation Time**

Vacation time is to be computed on the basis of the employee's regularly scheduled hours of work. Computation of vacation time is as follows:

Upon completion of twelve (12) months' employment, employees shall receive two (2) scheduled work weeks of vacation time per calendar year.

Employees with more than five (5) but less than ten (10) years of service shall receive three (3) scheduled work weeks of vacation time per calendar year.

Employees with more than ten (10) but less than twenty (20) years of service shall receive four (4) scheduled work weeks of vacation time per calendar year.

Employees with more than twenty (20) years of service shall receive five (5) scheduled work weeks of vacation time per calendar year.

While the twelve (12) hour shifts are in effect vacation time shall be accumulated on the following hourly basis:

Upon completion of twelve (12) months employment, employees shall receive ninety-six (96) hours of vacation time per calendar year.

Employees with more than five (5) but less than ten (10) years of service shall receive one hundred forty-four (144) hours of vacation time per calendar year.

Employees with more than ten (10) but less than twenty (20) years of service shall receive one hundred ninety-two (192) hours of vacation time per calendar year.

Employees with more than twenty (20) years of service shall receive two hundred forty. (240) hours of vacation time per calendar year.

Vacation time must be used in conjunction with minimum blocks of twenty (20) hours' time off and minimum blocks of sixteen (16) hours for community policing which may include personal time in the twenty (20) hours. The current practice of using personal time shall continue and comp time may be used with vacation time as permitted by the compensatory time Section 10.8 of this Agreement.

## **ARTICLE 20 - INSURANCE**

### **Section 20.1. Hospitalization**

The Employer's present complete basic, Dental Plan, and PPO and HMO hospitalization program covering all employees, including police officers and their dependents, shall continue in effect unless reasonably changed by the Village for all employees of the Village (Union and Non-Union). The Village pays 100% of Single Dental coverage. The employee pays for Dependent Dental coverage i.e. the difference between the Single and Family premiums. Employees shall pay a maximum PPO and HMO insurance contribution per month pursuant to Attachment A – Health Insurance. The rates denoted in the attached schedule include “not to exceed” contribution caps for the term of the Agreement. If the premiums escalate beyond these projected rates, the employees' contributions will be capped at the contribution rates denoted in Attachment A. If the premiums do not escalate to levels projected in Attachment A, the employees' contribution will be based on the actual rates at that time. Such employee contributions shall be pre-taxed to the extent allowable under current and applicable law.

The coverages shall be maintained at substantially their current levels and will not be substantially modified or reduced, although changes may be made by the Village as long as the coverage is substantially similar to that which predated the changes. Retired employees and their dependents are allowed to purchase the hospitalization program at the active group rate in accordance with 21 5 ILCS 5 13678 of the Illinois Compiled Statutes (1993j, as the statute exists on the date of this Agreement's execution.

Retired employees with only one (1) dependent may elect coverage by paying two (2) single insurance premiums, rather than paying the family insurance premium. Open enrollment will be made available on a yearly basis around May or June. Any change will be effective July 1 of each year. The parties agree that each party has the right to present proposals regarding insurance benefits for retiree's during the term of the Agreement, but no negotiation of such benefit shall commence without the mutual consent to do so by both parties.

### **Section 20.2. Life Insurance**

The Employer shall supply each full-time employee covered by the terms of this Agreement with \$50,000 of term life insurance.

## **ARTICLE 21 - GENERAL PROVISIONS**

### **Section 21.1. Access to Employees**

Authorized representatives of the National or State Council shall be permitted to visit the Department during working hours to talk with officers of the Local Council and/or

representatives of the Employer, as their scheduling permits, concerning matters covered by this Agreement.

**Section 21.2. Examination of Employee Records**

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

**Section 21.3. Eye Glass Replacement**

The Employer agrees to repair or replace as necessary an officer's eye, glasses, contact lenses, and prescription sun glasses, if such are damaged or broken, if during the course of the employee's duties the employee is required to exert physical force or is attacked by another person. Incident to be documented with immediate supervisor.

**Section 21.4. Inoculation and Immunization**

The Employer agrees to pay all expenses for inoculation or immunization shots for the employee and upon prior approval of the Chief, Bargaining Unit Member's immediate family, when such becomes necessary as a result of said employee's exposure to contagious diseases (including AIDS, tuberculosis and hepatitis, but not including flues or colds and the like) where said officer has been exposed to said disease from a source other than another police department employee and in the line of duty.

**Section 21.5. Residency**

All officers hired to work for the Village of Westmont must, as a condition of employment with the Village, reside in DuPage County or in a county contiguous to DuPage County.

**Section 21.6. Shift Trading and Bidding**

The Village will continue its past practice regarding shift trades and shift bidding. All Council Members (Patrol /Detectives /Community Policing) will pick their shifts and trade shifts according to seniority, providing specialty assignment units are evenly distributed as not to interfere with department operations but will not affect the fact the patrol division will continue to have a minimum of three (3) permanent slots per shift.

**Section 21.7. Pre-employment Agreements**

The Village may enter into, and/or enforce, rehire agreements with officers so long as such officers are only charged for the un-reimbursable portion of the Village's basic training costs.

**ARTICLE 22 - COUNCIL DUES DEDUCTION**

**Section 22.1. Dues Deduction**

During the term of this Agreement, the Employer will deduct from each employee's paycheck, the appropriate Council dues for each employee in the bargaining unit who has filed with the Employer a written authorization form. (attached hereto as Appendix B). The Employer shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Council. The Employer agrees that during the term of this Agreement it will provide newly hired employees with a dues deduction form within ten (10) days of their hire date and further agrees to notify the Council of any change in employee status including but

not limited to new hires, resignations, etc. within thirty (30) days of the effective date. During the term of this Agreement, the Council may change the fixed, uniform dollar amount by providing the Employer thirty (30) days' notice of any such change. If an employee has no earnings or insufficient earnings to cover the amount of dues deductions, the Council shall be responsible for the collection of that employee's dues. The Council agrees to refund to the employees, any amounts paid to the Council in error on account of this dues deduction provision. An employee may revoke their voluntary dues deduction by notifying the Council and the Employer by certified mail - return receipt requested and providing thirty (30) days advance notice.

### **Section 22.2. Indemnification**

The Illinois Fraternal Order of Police Labor Council agrees to indemnify and hold harmless the Employer, it's 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 Employer for the purpose of complying with the provisions of this Article, or in reliance on any written deduction authorization furnished under this Article.

### **ARTICLE 23 - SAVINGS CLAUSE**

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

### **ARTICLE 24 - COMPLETE AGREEMENT**

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Union specifically reserves its right to impact or effects bargaining for the life of this Agreement although it is recognized that the Village may temporarily institute a change which may be subject to impact or effects bargaining until such time as the matter is resolved between the parties in accordance with their statutory bargaining rights.

### **ARTICLE 25 - DURATION**

#### **Section 25.1. Term of Agreement**

This Agreement shall be effective from May 1, 2018 and shall remain in full force and effect until April 30, 2022. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than ninety (90) days preceding expiration. The notices referred to shall be considered to have given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

**Section 25.2. Continuing Effect**

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties.

IN WITNESAS WHEREOF, the parties hereto have affixed their signatures this \_\_\_\_ day of \_\_\_\_\_, 2018.

For the Village of Westmont:

For the FOP. Labor Council:

\_\_\_\_\_  
Ron Gunter                      Date  
Mayor

\_\_\_\_\_  
Brandon Zeman                      Date

\_\_\_\_\_  
Virginia Szymask                      Date  
Village Clerk

\_\_\_\_\_  
Taso Malamis                      Date

\_\_\_\_\_  
Jonathan Longini                      Date

Village Seal:

\_\_\_\_\_  
John K. Majeski                      Date

\_\_\_\_\_  
Douglas Mantooth                      Date

\_\_\_\_\_  
Kevin S. Krug                      Date  
F.O.P. Representative

**APPENDIX "A" GRIEVANCE**

(use additional sheets where necessary)

Lodge No. / Year / Grievance No.

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**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

**STEP TWO**

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

Given To: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature FOP Representative Signature

**EMPLOYER'S STEP TWO RESPONSE**

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

\_\_\_\_\_  
Position

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

\_\_\_\_\_  
Date

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**STEP THREE**

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

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

Date/Time: \_\_\_\_\_

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

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

**STEP THREE RESPONSE**

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\_\_\_\_\_  
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

**APPENDIX "B" DUES AUTHORIZATION FORM**  
**ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL 974 CLOCK TOWER**  
**DRIVE SPRINGFIELD, ILLINOIS 62704**

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

I, \_\_\_\_\_ (Insert your name), hereby authorize my Employer, Village Westmont, 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. Please check with your tax preparer regarding deductibility.

Revised 06/28/2018

Post JANUS

