VILLAGE OF DUPO, ILLINOIS

ORDINANCE NO. 21-04

AN ORDINANCE AUTHORIZING AND APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL FOR THE VILLAGE OF DUPO, IL FOR MAY 1, 2021 – APRIL 30, 2024

ADOPTED BY THE
VILLAGE BOARD OF TRUSTEES
OF THE
VILLAGE OF DUPO, ILLINOIS
THIS 19th DAY OF APRIL 2021

Published in pamphlet form by authority of the Village Board of Trustees of the Village of Dupo, St. Clair County, Illinois, this 19th day of April 2021.

ORDINANCE NO. 21-04

AN ORDINANCE AUTHORIZING AND APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL FOR THE VILLAGE OF DUPO, IL FOR MAY 1, 2021 – APRIL 30, 2024

WHEREAS, the Village of Dupo, St. Clair County, Illinois, is a duly created, organized and validly existing municipality of the State of Illinois under the 1970 Illinois Constitution and the laws of the State of Illinois, including particularly the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto; and

WHEREAS, a duly noticed public meeting was held in the Village of Dupo, Illinois at the Dupo Village Hall, 107 N. Second Street, on April 19, 2021 at 7:00 p.m., before the Village Board of Dupo, and such meeting was held remotely due to the Governor's Executive Orders pertaining to the COVID-19 pandemic and pursuant to 5 ILCS 120/7(e)(4), and such allowed for remote attendance by the public and the Village Board; and

WHEREAS, the Village Mayor/President (the "Mayor") and the Board of Trustees of the Village (the "Village Board" and with the Mayor, the "Corporate Authorities") are committed to ensuring the health, safety, and welfare of Village residents and the public; and

WHEREAS, the prior Collective Bargaining Agreement ("CBA") between the Village of Dupo, Illinois, and the Illinois Fraternal Order of Police Labor Council ("Union") dated May 1, 2017 – April 30, 2020 has expired, and the Corporate Authorities deem it advisable to enter into a new CBA with the Union; and

WHEREAS, the Corporate Authorities and the Union have come to an agreement that is beneficial for both parties regarding the terms of a new CBA effective May 1, 2021 – April 30, 2024, and said new CBA is attached hereto as **Exhibit "A"**; and

WHEREAS, the Corporate Authorities have determined that it is necessary, advisable and in the best interest of the Village and its residents to enter into and approve the new CBA effective May 1, 2021 – April 30, 2024; and

NOW THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Dupo, St. Clair County, Illinois, as follows:

Section 1: The facts and statements contained in the foregoing recitals are incorporated herein as findings of the Corporate Authorities.

Section 2: A CBA between the Village and the Union is attached hereto and marked as **Exhibit "A"**, the contents of which are by reference incorporated herein.

Section 3: From and after the effective date of this Ordinance the Mayor of the Board

of Trustees and the Clerk of the Village are hereby authorized and directed to execute said agreement herein provided for, and to do all things necessary and essential, including the execution of any documents and certificates, to carry out the provisions of the new CBA (effective May 1, 2021 – April 30, 2024).

Section 4: The provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

Section 5: All code provisions, ordinances, resolutions, rules and order or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 6: A full, true, and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

Section 7: This Ordinance shall be effective and in full force immediately upon passage and approval as provided by law.

PASSED this 19th day of April 2021 by the Village Mayor and the Village Board of Trustees of the Village of Dupo, St. Clair County, Illinois, and deposited and filed in the office of the Village Clerk in said Village on that date.

Trustees	Aye	Nay	Absent	Abstain
Chris Ragsdale	X			
Dawn Keys	X			
James Smith			X	
Joe Basinski	X			
Ken Phillips	X			
Kerry Foster	X			

APPROVED AND PASSED by the Mayor of the Village of Dupo, Illinois this 19th day of April 2021.

Jerry Wilson, Mayor
Village of Dupo, Illinois

ATTEST:

MARK NADLER, VILLAGE CLERK
(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF ST. CLAIR)

CERTIFICATE OF PUBLICATION

I, Mark Nadler, certify that I am the duly elected and acting Village Clerk of the Village of Dupo, Illinois.

I further certify that on the 19th day of April 2021, the Corporate Authorities of the Village of Dupo, Illinois, passed and approved Ordinance No. 21-04, entitled:

AN ORDINANCE AUTHORIZING AND APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL FOR THE VILLAGE OF DUPO, IL FOR MAY 1, 2021 – APRIL 30, 2024

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 21-04, including the ordinance and a cover sheet thereof, was prepared, and a copy of such ordinance was posted in the Dupo Village Hall, commencing on April 19, 2021, and continuing for at least ten (10) days thereafter. Copies of such ordinance were also made available for public inspection upon request in the office of the Village Clerk.

DATED at Dupo, Illinois this 19th day of April 2021.

MARK NADLER, Village Clerk

(SEAL)

ILLINOIS FOP LABOR COUNCIL

and

VILLAGE OF DUPO

Patrol Officers and Sergeants

May 1, 2021 – April 30, 2024

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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PREAMBLE

This Agreement entered into by the Village of Dupo, Illinois (hereinafter referred to as the "Village", or the "Employer") and the Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the "Council" or "Union"). The purpose of this Agreement is the promotion of harmonious relations between the Employer and the Council; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of an agreement covering rates of pay, hours of work and conditions of employment applicable to bargaining unit employees.

Therefore, in consideration of the mutual promises and agreements contained in the Agreement, the Employer and the Council do mutually promise and agree, as follows:

ARTICLE 1 RECOGNITION

Section 1.1 Unit Composition

In accordance with the Illinois Labor Relations Board's (ILRB's) Certification of Representation dated February 9, 2006, the Employer hereby recognizes the Labor Council as the sole and exclusive collective bargaining representative for all full-time sworn police officers in the rank of sergeant and below, but excluding all other employees employed by the Village of Dupo.

ARTICLE 2 NON-DISCRIMINATION

Section 2.1 Prohibition Against Discrimination

In the application and implementation of the terms of this Agreement, the Employer will not discriminate against any employee on the basis of race, sex, creed, religion, color, sexual preference, marital (including parental) status, age, national origin, membership or lack of membership in the Council, or mental and/or physical disability unrelated to the employee's ability to perform the job.

Section 2.2 Dispute Resolution

Any dispute or allegation concerning a claim of discrimination shall not be processed in the grievance procedure hereof, but rather shall be referred to the appropriate local, state or federal agency or court.

Section 2.3 Gender

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

ARTICLE 3 MANAGEMENT RIGHTS

Except as set forth in this Agreement, the Village retains all traditional management rights as set forth in Section 4 of the Illinois Public Labor Relations Act.

ARTICLE 4 NO STRIKE

Section 4.1 No Strike

Neither the Council nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, or concerted refusal to perform overtime. Employees covered by this Agreement shall not refuse to cross a picket line, by whomever established, while on duty. Any or all employees who violate any of the provisions of this article may be discharged or otherwise disciplined by the Village. Each employee who holds the position of officer or steward of the bargaining unit occupies a position of special trust and responsibility in attempting to bring about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Council agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 4.2 No Lockout

The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Council.

Section 4.3 Penalty

The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 4.1 above is whether or not the employee actually engaged in such prohibited conduct.

ARTICLE 5 DUES DEDUCTION

Section 5.1 Dues Deduction

Upon receipt of a written and signed authorization form from an employee (see Appendix A attached hereto); the Employer shall deduct or have deductions made in the uniform amount of Labor Council dues and initiation fees as notified by the Labor Council, and any authorization increase therein, and shall remit such deduction along with a list of the names and the amounts from whom deductions have been made each pay period to the Illinois Fraternal Order of Police Labor Council at the address designated by the Labor Council in accordance with the laws of the State of Illinois. The Labor Council shall advise the Employer of any increase in dues, at least thirty (30) days prior to its effective date on an annual basis.

Section 5.2 Bargaining Unit List

The Union may request and the Employer shall provide the Council with a complete list of the names and addresses of bargaining unit employees, provided that the Village shall not be required to furnish such a list more than once per payroll period.

ARTICLE 6 EMPLOYEE SECURITY

Section 6.1 Personnel Files

The employee's personnel files, disciplinary history, and investigation files (except pending investigations) shall be available for inspection by the employee, or authorized Union representative who has written authorization from the employee, during business hours and upon reasonable notification of such request. The Chief or his designee shall be present at all times an officer is inspecting his file.

Section 6.2 Rights to Copies and Rebuttals

An employee shall be entitled to a copy of any material contained in said files. In the event that an employee's file contains material which is adverse to the employee, then said employee shall have the right to have placed in the file a written rebuttal to the adverse material.

Section 6.3 Grievance Processing

Reasonable time while on duty shall be granted to designated local representatives (a maximum of 2) for the purpose of aiding, assisting or otherwise representing employees in the handling and processing of grievances, and shall be without loss of pay. If two (2) representatives are on duty at the same time, only one employee can assist a fellow employee in the handling or process of a grievance to ensure adequate police coverage.

Section 6.4 Union/Labor Council Representatives

Authorized representatives of the Labor Council shall be permitted with reasonable notice to visit the police department during working hours to talk with employees and/or employer representatives concerning matters covered by this Agreement.

Release time with pay will be granted to the extent to employees who are elected as delegates, to attend conventions of the Fraternal Order of Police or of the Labor Council. Any request for such leave shall be submitted in writing by the employee to the Chief and shall be answered in writing, no later than five (5) days following the request. This shall be limited to one (1) person for three (3) days each for State or National Conventions.

Section 6.5 Union Negotiating Team

Bargaining unit members designated as being on the Union 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 without loss of pay, with the permission of the Chief of Police; such permission shall not be unreasonably denied. Said

employee(s) shall be subject to immediate recall to duty. If a designated team member is on regular day-off status on the day of negotiations, he will not be compensated for attending the session.

Section 6.6 Residency

Full time Police Officer's employed by the Village of Dupo must maintain their residency within a 25-mile radius of Dupo City limits, in the State of Illinois. Full time Probationary Officer's employed by the Village of Dupo will have eighteen (18) months from their date of hire to comply with the residency requirements unless otherwise mutually agreed upon by the parties.

Section 6.7 Appointment, Probation and Retention

Employees shall serve a twelve (12) month probation period from the date of hire. During such period, employees may be terminated by the Employer with or without cause. Thereafter, no employee may be terminated without just cause.

Section 6.8 Pre-Employment Agreements

Employees shall not be required to enter into or agree to pre-employment agreements that purport to establish wages, hours or any other conditions of employment after their hire. Any employee who leaves the employee of the Village who has been fitted for and receives a vest and Village supplied uniform based on that fitting shall reimburse the Employer for those items if they leave the employ of the Village within two (2) years of their hire date. Any additional items of uniform and equipment that are specifically fitted to an employee and the Employer is unable to re-issue shall also be reimbursable to the Village under the same conditions. The employee shall receive, in writing, the exact amount of reimbursement that may be required under this section at the time of hire.

ARTICLE 7 EMPLOYEE TESTING

Section 7.1 Statement of Policy

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

Section 7.2 Prohibitions

Officers shall be prohibited from:

(a) consuming or possessing alcohol or illegal drugs unless in accordance with duty requirements at any time during the work day 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;

(b) being under the influence of alcohol or illegal drugs during the course of the work day;

(c) failing to reasonably report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Section 7.3 Drug and Alcohol Testing Permitted

When 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 work day, the Village shall have the right to require the officer to submit to alcohol or drug testing as set forth in this Agreement. At least one (non-bargaining unit) supervisory personnel, who is not a member of the bargaining unit represented by the Council must certify in writing the reasonable suspicions concerning the affected officer prior to any order to submit to the testing authorized herein. There shall be no random testing of officers, except random testing of an individual officer as authorized in Section 7.8. The Village may also require an officer to randomly submit to alcohol or drug testing where the employee is voluntarily assigned to a departmental drug enforcement group for a period of at least thirty (30) days and where such officer's duties are primarily related to drug enforcement. The foregoing shall not limit the right of the Village to conduct tests as it may deem appropriate for persons seeking employment as police officers prior to their date of hire.

The Employer may conduct Department-wide testing no more frequently than once a calendar year. All sworn members of the Department shall participate in the testing including the Chief, and any and all other non-bargaining unit personnel. The Employer will make every effort to conduct such testing on the same day and shall compensate employees at the appropriate rate of compensation if they are called in off-duty to submit to testing. Employees shall not have pre-approved vacation time cancelled as a result of unit-wide testing but shall submit to testing immediately upon their return to duty.

In the case where an Officer is involved in an Officer involved shooting causing injury or death, as soon as practical, but no later than the end of the Officer's shift, the Officer shall be taken to a Hospital or a licensed medical facility and treated. While at the Hospital or licensed medical facility, the Officer shall submit to a drug and alcohol test at the Hospital or licensed medical facility per 50 ILCS 727/1-25. Officers will adhere to all other aspects of an Officer involved shooting per Department Policy.

Section 7.4 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 the subjective facts (and reasonable inference drawn from those facts) which have formed the basis of the order to test. The officer shall be permitted to consult with a representative of the Labor Council within a reasonable time up to one hour of the time the order is given; as long as it does not interfere with the timely execution of the order. No officer shall be interrogated without being accorded his rights under the Uniform Peace Officers' Disciplinary Act (50 ILCS 725/1 et seq.). Refusal to submit to such testing may subject the employee to discipline, up to and including discharge, but the officer's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

Section 7.5 Tests to be Conducted

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

(a) insure that the laboratory or facility selected conforms to all sound scientific standards;

(b) establish a chain of custody procedure for both the sample collection and testing that will insure the integrity of the identity of each sample and test result. No officer covered by this Agreement shall be permitted at any time to become a part of such chain of custody;

(c) 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 set aside reserved for later testing if requested by the officer;

(d) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;

(e) provide the officer tested with an opportunity to have the additional sample tested within forty-eight (48) hours of the ordered test by a clinical laboratory or hospital facility of the officer's own choosing, at the officer's own expense; provided the officer notifies the Village within forty-eight (48) hours of receiving the results of the officer's independent tests;

(f) 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 any information concerning such testing or the results thereof should 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;

(g) require that with regard to alcohol testing, for the purpose of determining whether the officer is under the influence of alcohol, test results showing an alcohol concentration of. 08 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive (Note: the foregoing standard shall not preclude the Village from attempting to show that test results below .08 demonstrate that the officer's ability to perform his duties was impaired, but the Village shall bear the burden of proof in such cases.)

(h) provide each officer tested with a copy of all information and reports received by the Village in connection with the testing and the results;

(i) insure that no officer is the subject of any adverse employment action except emergency temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such emergency reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

Section 7.6 Right to Contest

The Council and/or the officer, with or without the Council, shall have the right to file a grievance concerning any testing permitted by this Article contesting the basis for the order to submit to the tests, the administration of the tests, the significance and accuracy of the tests, or results or any other alleged violation of this Article. Such grievances shall be commenced at Step 3 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 in their own discretion, with or without the assistance of the Council.

Section 7.7 Voluntary Requests for Assistance

The Village shall take no adverse employment action against an officer who voluntarily seeks treatment, counseling or other support for the first instance of an alcohol or drug related problem, prior to a positive random, Department wide or reasonable suspicion test, 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, through whatever means, shall not be used in any manner adverse to the officer's interests, except reassignment as described above.

Section 7.8 Discipline

In the first instance prior to a positive random, Department-wide or reasonable suspicion test that an officer tests positive on both the initial and confirmatory test for abuse of illegal drugs or is found to be under the influence of alcohol or whose ability to perform his duties are impaired, and all 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. In the first instance that an officer tests positive on both the initial and confirmatory test for illegal drugs during the hours of work, he shall be subject to discipline, up to and including discharge. The foregoing is conditioned upon:

(a) the officer agreeing to appropriate treatment as determined by the physician(s) involved;

(b) the officer discontinues his abuse of alcohol or illegal drugs;

(c) the officer completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve months;

(d) the officer agrees to submit to random testing during hours of work within the twelve-month period after a positive confirmatory test.

Officers who do not agree to or who do no act in accordance with the foregoing, or test positive a second or subsequent time for the abuse of illegal drugs or the presence of 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 officer shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence, at the officer's option, pending treatment.

ARTICLE 8 GRIEVANCE PROCEDURE

Section 8.1 Introduction

It is the intent of the parties to this Agreement to use their individual and collective best efforts to promote and encourage the informal and prompt adjustment of any grievance which may arise between the Council or any member covered under this Agreement and the Village.

Section 8.2 Definitions

A "grievance" is a dispute concerning the meaning, interpretation, or application of this agreement. A grievance may be filed by an individual employee, a group of employees or the Labor Council. The grievance form is attached to the parties' Agreement as Appendix B.

For the purposes of this Article, the term "business day" shall mean Monday through Friday, exclusive of holidays.

Section 8.3 Grievance Processing

A grievance filed against the Village shall be processed in the following manner:

Step 1: Any employee who has a grievance shall submit the grievance in writing to the Chief, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a statement of the facts, the provision or provisions of this agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than ten (10) business days from the date of the occurrence of the matter giving rise to the grievance or within ten (10) business days after the employee, through the use of reasonable diligence could have obtained knowledge of the occurrence of the event giving rise to the grievance. The Chief shall render a written response to the grievance within ten (10) business days after the grievance is presented.

Step 2: If the grievance is not settled at Step 1 and the employee, or the Union if a Union grievance, wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Public Safety Committee within ten (10) business days after receipt of the Chief's answer in Step 1, or within ten (10) business days of the time when such answer would have been due. The Public Safety Committee shall investigate the grievance and, in the course of such investigation shall offer to discuss the grievance within ten (10) days with the grievant and a Labor Council representative, if one is requested by the employee, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Public Safety Committee shall provide a written answer to the grievant, or to the Union if a Union grievance, within ten (10) business days following their meeting or within ten (10) business days of receipt if no meeting is to be held.

Step 3: If the grievance is not settled at Step 1 and the employee, or the Union if a Union grievance, wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Mayor within ten (10) business days after receipt of the Public Safety Committee's answer in Step 2, or within ten (10) business days of the time when such answer would have been due. The Mayor shall investigate the grievance and, in the course of such investigation shall offer to discuss the grievance within ten (10) days with the grievant and a Labor Council representative, if one is requested by the employee, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Mayor shall provide a written answer to the grievant, or to the Union if a Union grievance, within ten (10) business days following their meeting or within ten (10) business days of receipt if no meeting is to be held.

Section 8.4 Extension of Time Limits

The foregoing time limits may be extended or contracted at any time by mutual agreement. Such extensions or contractions may be agreed upon verbally but shall be reduced to writing as expeditiously as possible to avoid disputes concerning time limits.

Section 8.5 Grievance Arbitration

If the grievance is not settled in Step 3, the Union may refer the grievance to arbitration.

(a) During the ten (10) business days following the Labor Council's referral to arbitration, the parties may attempt to agree upon an arbitrator. In the event the parties are unable to agree upon the arbitrator within said ten (10) 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. The parties shall alternately strike names from the panel of arbitrators. Determination as to which party strikes the first name from the panel shall be made by coin toss. The person remaining shall be the arbitrator.

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

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

(d) The arbitrator shall submit his/her 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, or any agreed extension thereof.

(e) More than one grievance may be submitted to the same arbitrator if both parties agree.

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

(g) The arbitrator's decision shall be final and binding.

Section 8.6 Authority of the 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 as to whether there has been a violation, misinterpretation, or misapplication of the provisions of this Agreement and the appropriate remedy.

Section 8.7 Time to Process

The grievant and one Union representative, or a Union representative if a Union grievance, shall be given paid time off to participate in grievance meetings with the Employer's representatives and the arbitrator.

ARTICLE 9 EMPLOYEE RIGHTS

Section 9.1 Bill of Rights and Union Representation

The Employer shall comply with the Uniform Peace Officers' Disciplinary Act, 50 ILCS 725/1 et seq., as amended. Nothing herein shall limit an employee's rights to union representation under the Illinois Public Labor Relations Act.

Section 9.2 No Retaliation

No officer shall be discharged, disciplined, demoted, denied promotion or seniority, transferred, reassigned or otherwise discriminated against in regard to his or her employment, or be threatened with any such treatment as retaliation of or by reason of his or her exercise of the rights granted by this Article.

Section 9.3 Disclosure of Information

No Patrol Officer shall be required or requested to disclose any item of his property, income, assets, source of income (except from secondary employment), debts, or personal or domestic expenditures unless such information is necessary in an investigation and there exists a conflict of interest with respect to the performance of his official duties, or unless such disclosure is required by law.

Section 9.4 Investigation of Complaints

Complaints against employees shall be investigated by the Chief of Police or his departmental designee. No non-sworn persons shall be permitted to review or otherwise investigate complaints unless so ordered by a court of competent jurisdiction or required as part of the processing of a grievance hereunder. No employee shall be required to appear or testify before any civilian or non-departmental administrative body.

Section 9.5 Form of Complaints

Copies of all complaints received or made against an employee shall be provided in writing within three (3) business days of their receipt or issuance unless the complaints are part of an ongoing investigation and their release would compromise the integrity of the investigation. In such instances, the Employer agrees to provide copies consistent with Illinois law. All complaints shall be accompanied by a sworn affidavit consistent with Illinois law.

Section 9.6 Progressive and Corrective Discipline

No employee shall be disciplined without just cause. Discipline shall be progressive and corrective, designed to improve behavior, not merely punish it. The parties agree with the tenets of corrective and progressive discipline. Disciplinary action shall include only the following:

Oral Warning
Written Warning
Suspension Without Pay
Demotion
Discharge

The requirement to use progressive disciplinary action does not prohibit the Employer from using a severe measure including discharge, when the offense indicates that a substantial shortcoming or action of an Employee rendered the continuation of employment of the Employee in some way detrimental to the Employer or the Public. Disputes regarding just cause shall be resolved in the grievance and arbitration procedure of this Agreement.

ARTICLE 10 BULLETIN BOARDS

The Employer shall provide the Council with a bulletin board in a designated location which is accessible to all bargaining unit members, upon which the Council or bargaining unit employees may post notices.

ARTICLE 11 LAYOFF

Section 11.1 Layoff

If the Village has insufficient funds to maintain current staffing, the Village shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their length of service as provided in Illinois Compiled Statutes, 65 ILCS 5/10-2.1-18.

No layoff will occur without at least sixty (60) calendar day's notification to the Council. The Village agrees to consult the Council, upon request, and afford the Council an opportunity to propose alternatives to the layoff.

Section 11.2 Recall

Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled. The Employer may conduct a drug test and general physical prior to the employee returning to duty. Officers recalled to duty shall be subject to a reasonable amount of retraining at the discretion of the Chief of Police.

Employees who are eligible for a recall shall be given fourteen (14) calendar days' notice of recall, and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee must notify the Police Chief or his designee of his intention to return to work within seven (7) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be placed at the bottom of the recall list for the first failure, and shall be eliminated for any subsequent failure to respond, provided the recall requests are over ninety (90) days apart.

ARTICLE 12 LABOR-MANAGEMENT CONFERENCES

Section 12.1 Labor-Management Meetings

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Employer. When practical,

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, if mutually agreed upon, 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) safety issues;

4) other matters of mutual concern

Section 12.2 Attendance

Attendance at "labor-management conferences" shall be voluntary on the employee's part, and attendance by officers while on duty shall be considered time worked for compensation purposes, and those employees shall be subject to respond to calls as needed. Employees attending "labor-management conferences" when off duty shall not be compensated for their time. Normally, two (2) persons from both management and labor shall attend these meetings, schedules permitting.

ARTICLE 13 SENIORITY

Section 13.1 Definition of Seniority

As used herein, the term "seniority" shall refer to and be defined as the continuous full-time length of service or employment covered by this Agreement from the date of last hire. Ties in seniority shall first be determined by the employee's placement on the Village's hiring list. Should this fail to resolve a seniority tie, and there are no other overall hiring test scores available to the parties, the Chief shall randomly select from names placed in a ballot or other similarly sealed box by each employee whose seniority is in dispute. Such drawing shall be final and binding upon all parties.

Section 13.2 Vacation Scheduling

Officers shall select the periods of their annual vacation on the basis of seniority within the Department.

Section 13.3 Seniority List

The Employer shall prepare a list setting forth the present seniority dates for all officers covered by this Agreement and such list will be kept and monitored by the Chief of Police. 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 13.4 Termination of Seniority

An employee shall be terminated by the Employer and his seniority broken when he:

1) quits; or

2) is discharged for just cause; or

3) is laid off pursuant to the provisions of the applicable agreement for a period of twenty-four (24) months; or

4) accepts gainful employment while on an approved leave of absence from the Police Department; or,

5) is absent for three (3) consecutive scheduled work days without providing reasonable notification or authorization absent extenuating circumstances.

Section 13.5 Unpaid Leave of Absence

Employees will not continue to accrue seniority credit for all time spent on an authorized unpaid leave of absence in excess of thirty (30) days.

ARTICLE 14 INSURANCE

Section 14.1 Medical, Dental and Vision Insurance

The health, dental, and vision insurance plan in effect when this Agreement is ratified shall continue for bargaining unit employees during the term of this Agreement; provided, however, the Village reserves the right to change insurance carriers, HMO's, benefit levels, or to self-insure as it deems appropriate, as long as the new coverage and benefits for the bargaining unit employees are substantially equal to those in effect when this Agreement is ratified. Employees may elect single or dependent coverage in such plan during the enrollment period established by the Village. The health insurance program shall include also the same or substantially the same prescription drug program.

Section 14.2 Life Insurance

The Employer shall also provide life insurance in the amount of Twenty-Five Thousand ($25,000) Dollars for all employees of the bargaining unit.

Section 14.3 Flexible Spending/125 Account and Retirement Savings Account

The Village agrees to investigate the future feasibility of a Section 125 plan and Retirement Savings Account which will allow employees to deduct health insurance premiums and other medical and dependent expense reimbursement amounts on a pre-tax basis to the extent permitted by law.

Section 14.4 Costs of Insurance

The Employer agrees to pay 100% of the costs for employee and dependent medical, dental and life insurance coverage in effect as of the date of this Agreement. Any increases in premiums after May 1, 2014 shall be paid on a 50/50 basis with a maximum out-of-pocket to employees of Forty-Five Dollars ($45.00) per pay period.

Section 14.5 Cost Containment

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

Section 14.6 Disputes regarding Claims

Disputes regarding individual claims paid or denied by the health insurance provider shall be resolved consistent with the provisions of the health insurance plan and not through the grievance procedure.

ARTICLE 15 HOURS OF WORK AND OVERTIME

Section 15.1 Normal Work Day, Work Week and Work Period

The City establishes a regular recurring work schedule of days off for Sergeants and Patrol Officers. The regular work period shall consist of 80 hours in a two-week period.

The schedules are a mutual effort to address the manpower shortage with existing staff as well as to provide the maximum Police protection to the citizens of Dupo while also providing the bargaining unit members with a reasonable schedule, work hours and the ability to utilize paid leave time. Should a vacancy occur within the unit for any reason the overtime opportunities shall be offered to full time employees on a rotation based on seniority and then part-time officers.

If all employees decline the overtime offered, the Chief shall assign overtime in inverse rotating seniority for all those qualified to perform the duties. The maximum ordered overtime for one (1) employee during a rotation shall be one (1) work period.

Should the Employer determine that the schedule needs to be changed based on operational concerns, the parties shall engage in bargaining immediately with the goal of negotiating a mutually agreeable alternative to the existing schedule.

Section 15.2 Shift Selection by Seniority

Employees shall select their shifts by seniority, with seniority shift bidding to take place once every six (6) months to be effective for the next six (6) month period.

Section 15.3 Overtime Payment

All overtime in excess of the regular work day (12 hours or 10 hours) or in excess of eighty (80) in a two-week period shall be compensated at time and one-half (1-1/2) rate for all hours worked. Employees' hours of work, shifts or approved leave time may not be changed to avoid the payment of overtime. Overtime pay will be calculated in fifteen (15) minute increments. Employees may elect either cash or compensatory time for overtime payment. Hours worked in this Section and in Section 15.1 above shall include all hours in a pay status.

Section 15.4 Meal Periods

Each officer will be allowed to take one paid thirty (30) minute lunch break and two fifteen (15) minute breaks during their shift subject to availability and service calls. Breaks shall not be taken during the first or last hours of the officers' shifts except with the permission of the Chief or his designee.

Section 15.5 Callback

Callback is defined as an assignment of work which does not immediately precede or follow an employee's regularly scheduled work day. Employees called back for a work assignment shall be compensated for a minimum of four (4) hours, or the actual time worked, whichever is greater, at one-and-one-half (1-1/2) times their regular rate of pay. Employees shall not be held over by the Employer for any time beyond that which is necessary to complete the purpose for the callback. Notification for court or other assignments by telephone does not constitute callback. However, discussion of a work assignment by telephone does constitute callback and the officer will be paid for the actual time of the conversation in fifteen (15) minute increments. To be eligible for payment for work assignments by telephone, such discussions must have been initiated by the Chief of Police or a supervisor and not a fellow bargaining unit member or employee.

Section 15.6 Court Time

Employees covered by the terms of this Agreement, who are required to appear in court, at a coroner's inquest, arraignment, State's Attorney visit, Renee Center, Juvenile Detention Center, or Child Advocacy Center shall receive a lump sum of $500.00 per calendar year to be paid on the first paycheck in December.

Section 15.7 Required Overtime

The Employer may require overtime. Except when an officer is assigned to work overtime to complete work begun during his shift (e.g. working an accident), the Employer shall request volunteers from the full-time officers, not scheduled, based on seniority, and, if all qualified officers refuse, the officer with the least seniority may be required to work. Except in situations of an unanticipated absence of 24 hours or less, prior to making any full-time officer return to work,

the Employer shall make reasonable efforts to call out part-time officers deemed qualified by the Chief or his designee.

Section 15.8 Switching of Shifts

Officers may switch shifts with other officers with prior approval of the Chief of Police. If a switch is denied the officers shall be notified in writing as to the reason. The Chief's approval will not be unreasonably withheld.

Section 15.9 Compensatory Time Off

The Employer agrees to grant compensatory time at the overtime rate in lieu of overtime cash payment at the employee's request. Compensatory time off may be accumulated to a maximum of one hundred twenty (120) hours. Compensatory time off will be granted at the employee's request with such request subject to the approval of the employee's immediate supervisor and with the consideration of other like requests and staffing. Requests for compensatory time off made at least three (3) days in advance shall be granted even where doing so may result in the Village having to offer an overtime opportunity to other employees. When compensatory time off is granted, the employee shall not be required to remain on stand-by status.

Section 15.10 Assignment to Special Units

Any officer assigned to a special multi-agency unit outside the Dupo Police Department, by acceptance of such assignment, shall be bound by that unit's standard operating procedures and policies concerning shift assignments, call-back pay, alteration of shift hours, overtime scheduling, overtime pay, and compensatory time off. Officers will not be involuntarily assigned to such units.

Section 15.11 Part Time and Auxiliary Employees

Part time and auxiliary employees shall only be used as permitted by Illinois law as set out in 65 ILCS 5/3.1-30-21 and 65 ILCS 5/3.1-30-20 respectively. Neither shall be used to deny employment or overtime opportunities to full-time employees.

ARTICLE 16 HOLIDAYS

Section 16.1 Holidays

Eleven (11) paid holidays will be granted to employees for which employees shall receive twelve (12) hours pay, whether worked or not:

Memorial Day
Independence Day
Labor Day
Good Friday
Easter
Veteran's Day
Thanksgiving Day
Day After Thanksgiving

Christmas Eve
Christmas Day
New Year's Day

Section 16.2 Holidays Worked

In addition to the paid holiday pay set forth in Section 16.1, Employees whose normal work day falls on a holiday and who actually work the holiday shall be compensated at the rate of time and one-half the employee's regular rate of pay for all scheduled hours worked on the holiday. For all non-scheduled hours worked on a holiday, the employee shall be paid at the double time rate in addition to the holiday pay set forth in Section 16.1.

Section 16.3 Holiday Pay During Normal Day Off

Employees whose regular day off falls on a holiday shall have the day off and receive Holiday Pay in accordance with Section 16.1.

Section 16.4 Holiday Call Back Pay

Employees whose regular day off falls on a holiday or who have completed their shift on a holiday who are subsequently called back to work shall be compensated for a minimum of two hours or all hours worked, whichever is greater, at two times their normal hourly rate of pay in addition to the compensation set forth in Section 16.1.

ARTICLE 17 LEAVES OF ABSENCE

Section 17.1 Personal Leave

All full-time permanent employees shall be granted three (3) days leave for personal business during each year of this contract without loss of pay or deduction of sick leave. Notice of such leave shall be given as far in advance as is possible, and may be taken as a portion of a day, but in no event less than two (2) hours. A personal business day, or any portion thereof, that is unused at the end of each annual anniversary of this Agreement shall be dropped from the employee's record.

Section 17.2 Bereavement Leave

When there is a death in the immediate family of an employee, said employee shall be granted three (3) work days off with pay for bereavement. The parties recognize that an employee may need additional leave to attend to matters normally and customarily involved in the death of an immediate family member. Requests for additional time shall be submitted to the Chief of his designee and will not be unreasonably denied. Additional time under this Section may be charged to other accumulated leave time including sick, compensatory, personal or vacation leave.

The term "immediate family" is defined as spouse, mother, father, brother, sister, daughter, son, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, (this list includes relationships of "step").

Section 17.3 Military Leave

The parties agree to abide by State and Federal Law as it relates to Military Leave and Benefits. The parties may, through contract or policy, provide additional benefits but shall not diminish any current statutory benefits.

Section 17.4 Jury Duty Leave

Employees called upon for jury duty should notify the Police Department as soon as possible. Time off with pay shall be granted to individuals serving on jury duty when adequate documentation is provided. Employees shall be required to endorse payment for jury duty to the Employer, but may keep any payments received for meals, travel or similar expenses.

Section 17.5 Family and Medical Leave Act

The Village shall comply with the Family and Medical Leave Act.

Section 17.6 Light Duty

The Village shall make every effort to provide light duty positions in a fair and consistent manner for employees requiring light duty.

ARTICLE 18 SECONDARY EMPLOYMENT

Employees desiring to work secondary employment shall submit such requests to the Chief of Police. Requests shall not be unreasonably denied, and once approved, employees will not be required to submit additional requests for the same or similar employment. Employees may not submit requests to work secondary employment at permanent establishments serving alcoholic beverages and/or serving as security guards at permanent establishments that serve alcoholic beverages unless the establishment has proof of insurance covering the Dupo Police Department and is located inside the limits of the Village of Dupo. The foregoing is not intended to limit officers from working details such as fairs, parades, or sporting events requiring a police presence even though alcoholic beverages may be served in connection with such events. If requests for secondary employment are denied, the specific reasons for such denial shall be provided in writing.

ARTICLE 19 SICK LEAVE

Section 19.1 Rate

Employee shall earn sick leave at the rate of one (1) day per month of service. Employees shall begin earning sick leave from their date of hire, but shall not be eligible to use sick leave until the completion of six (6) months of full-time employment with the Village.

Section 19.2 Use of Sick Leave

Sick leave may be granted for any of the following reasons:

1) incapacitation due to illness, injury, or disability;

2) Personal medical or dental appointments which cannot be scheduled during non-working hours;

3) Absence required by illness or disability of the employee's spouse, children, parents, parents-in-law, sisters and brothers and other persons living in the employee's household if such persons are dependent upon the employee for care. Employees may be requested to bring in a physician's statement.

Section 19.3 Misuse of Sick Leave

Any use of sick leave for purposes other than those outlined above is not authorized. Misuse of sick leave may be grounds for disciplinary action.

Section 19.4 Notification

Employees will notify the Police Department of absence and intent to use sick leave. If sick leave is used for more than three (3) consecutive days, or in conjunction with a day off, and the Employer reasonably suspects abuse, the Employer may request a written confirmation of illness or injury signed by a physician. If sick leave is used for more than five (5) consecutive days, a statement from a physician may be required indicating that the employee's physical or mental ability will allow a return to normal duty. Employees are responsible for obtaining a physician's statement when required. The Village reserves the right to require an employee to be examined by a Village appointed physician at the Village's expense.

Section 19.5 Line of Duty Injury

An employee covered by the terms of this Agreement who sustains injuries or illness arising out of and in the course of his employment shall be covered by the provisions of 5 ILCS 345/1 and 820 ILCS 320/10, Illinois Compiled Statutes. No employee will lose any insurance benefits when injured on duty. If the employee dies or his injury or illness is catastrophic as that term is defined by Illinois law, the employee and his dependents shall be entitled to insurance benefits as set forth in Illinois law.

The Village will pay for a police officer's funeral expenses if the officer dies on duty.

Section 19.6 Payment on Separation

Employees who retire from the Village with twenty years of service shall be eligible to receive payment for their unused, accumulated sick leave at their then current rate of pay up to a maximum of 50% of the total time accrued on their last day of employment.

ARTICLE 20 VACATION

Section 20.1 Eligibility and Allowances

All employees shall be eligible to accrue vacation time upon hire, but cannot use vacation time until completion of six (6) months of employment with the Village. Vacation allowance shall be earned yearly based on the following schedule:

1st year	--	1 week
2 through 5 years	--	2 weeks
6 through 10 years	--	3 weeks
11through 15 years	--	1 additional day per year of service
16 years and up	--	5 weeks

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation.

Section 20.2 Scheduling

Officers may submit requests for blocks of vacation (five (5) or more consecutive days) at least two (2) weeks prior to the requested time off. Conflicts in scheduling will be resolved in favor of the most senior employee. Requests for vacation time less than five (5) days in length may be submitted at any time and approved based on a first come, first served basis. Conflicts in same day requests shall be determined by seniority. Block requests will take precedence over request for individual days. Requests for vacation shall not be unreasonably denied by the Employer, and once approved shall not be cancelled except for bona fide emergencies (which shall not include staffing shortages.)

Employees shall be allowed to carry over no more than five (5) vacation days each year; provided that the carried over days must be scheduled off prior to April 30th of the next year.

Section 20.3 Village Emergency

In case of a bona fide emergency, the Chief of Police may cancel any or all approved vacation leaves in advance of their being taken, and/or recall any police patrol officer from vacation already in progress. Bona fide emergencies shall be deemed to be only those extreme events such as natural disasters, terrorist attacks, and riots. Staffing shortages in normal operations shall not be deemed to be an emergency. Should an employee's vacation be cancelled under this Section, the employee shall have the option of rescheduling the remaining vacation at a time of their choice or being compensated in cash for all unused time.

Section 20.4 Vacation on Termination

When an employee's service with the Village is terminated, he shall receive compensation for unused accumulated vacation leave. Employees whose employment ends mid-year shall be

compensated for unused accumulated vacation leave on a "pro-rata" basis, on the basis of a full month's service since the last anniversary date.

ARTICLE 21 UNIFORM AND BOOT ALLOWANCE

Section 21.1 Initial Issue and Annual Allowance

The Employer shall provide a complete issue of uniforms and equipment to all newly appointed employees with the initial allotment of all uniforms and equipment according to Appendix C. In year one (1) of the contract from May 1, 2017 to April 30, 2018 the employer will allow up to a two hundred and fifty ($250.00) voucher to replace worn uniform boots. Thereafter, and for all future contract years the employees shall be allowed up to five hundred ($500.00) per year in a voucher system to replace worn uniforms, boots, and equipment.

Section 21.2 Bullet Proof Vests

Each employee shall, upon hire, receive a bullet proof vest. Vests shall be replaced prior to or in accordance with manufacturer's specifications.

Section 21.3 Personal Items

The Employer shall repair or replace within reasonable limits an employee's glasses, contact lenses, prescription sun glasses or watch ($150.00 limit) as the result of an employee's use of reasonable force in effectuating an arrest or pursuing a perpetrator subject to the supervisor's verification and approval by the Chief of Police.

Section 21.4 Changes in Uniforms

Any change or addition to the uniform as now worn by the Police Department shall be paid for by the Employer.

Section 21.5 Departmental Phones

Employees may be required to carry Departmental issue telephones while on duty. Employees shall not be required to carry or be responsible for Departmental telephones while off-duty and may leave the telephones at the Police Department in a location designated by the Employer.

ARTICLE 22 SUBCONTRACTING

The Village shall not subcontract out any bargaining unit work.

ARTICLE 23 INDEMNIFICATION

Pursuant to the provisions of 65 ILCS 5/1-4-6, Illinois Compiled Statutes, the Village hereby elects that in the event any claim or action is instituted against an employee or former employee of the Village arising out of an act or omission occurring within the scope of his employment as such employee, except where the injury results from willful misconduct of the

employee, the Village shall appear and defend such employee against the claim or action and pay any judgment based on such claim or action, or pay any compromise or settlement of such claim or action.

ARTICLE 24 WAGES AND PENSION BENEFITS

Section 24.1 Wages

Effective May 1, 2021 through April 30, 2022 wages are reflected below:

Effective May 1, 2021. Sergeants $1.00 added to base.	
Probationary Patrol Officer (first 12 months of employment)	$21.66
Full-time Patrol Officer	$26.38
Sergeant	$27.38
Detective	$27.38

Field Training Officers (FTO) shall receive 1 hour of overtime each shift worked as an FTO.

Effective May 1, 2022 through April 30, 2023 wages are reflected below:

Effective May 1, 2022. Sergeants $1.00 added to base.	
Probationary Patrol Officer (first 12 months of employment)	$22.09
Full-time Patrol Officer	$26.91
Sergeant	$27.91
Detective	$27.91

Field Training Officers (FTO) shall receive 1 hour of overtime each shift worked as an FTO.

Effective May 1, 2023 through April 30, 2024 wages are reflected below:

Effective May 1, 2023. Sergeants $1.00 added to base.	
Probationary Patrol Officer (first 12 months of employment)	$22.53
Full-time Patrol Officer	$27.45
Sergeant	$28.45
Detective	$28.45

Field Training Officers (FTO) shall receive 1 hour of overtime each shift worked as an FTO.

Section 24.2 Longevity

Employees shall be eligible for longevity increases to be added to the base salary as follows:

After 3 Years of Service:	$ 500
After 5 Years of Service:	$ 750
After 9 Years of Service:	$1000
After 15 Years of Service:	$1250
After 20 Years of Service:	$1500
After 25 Years of Service:	$1750

ARTICLE 25 TUITION REIMBURSEMENT/EDUCATIONAL INCENTIVE

Section 25.1 Tuition Reimbursement

The Village may reimburse employees with less than a Bachelor's degree for tuition for accredited college or junior college courses that are related to the job being performed for the Village by the member or one to which he may be assigned or promoted. Application for course approval and tuition reimbursement must be completed and prior approval received.

(a) Member must have been a full-time employee of the Village for more than one year.

(b) Courses shall be attended off-duty and a grade of "C" or better must he recorded before reimbursement is made.

(c) No travel payment, or other reimbursement for said course(s) will be made. Books will not be reimbursed since they become the property of the individual.

(d) Reimbursement depends on available funding. Sufficient time notification for inclusion in appropriate departmental budget will enhance available funds. Once an employee has received approval, reimbursement will not be subsequently denied unless the employee fails to achieve a grade as set forth in paragraph (b) above.

(e) Agreement for continued employment with the Village must be completed. Agreement requires member to remain in the service of the Village for an additional month for everyone credit hour of college credit paid for by the Village.

(f) Employees shall be required to sign a form authorizing the Employer to withhold from their last payroll check any amounts due the Village should the employee leave sooner than required in paragraph (e). Amounts withheld shall be calculated on a pro-rata basis.

Section 25.2 Educational Incentive

The Village shall provide an incentive for full-time non-probationary officers to obtain a level of education beyond that of high school graduation. No officer shall be eligible for educational pay until the completion of the probationary period. The schedule of educational

incentive pay is as follows, with such funds being added to employees' base pay and regular rate for all purposes.

Annual payments will be authorized to those police officers who have exhibited evidence of successful completion (minimum grade of C) of approved college courses in accordance with the following schedule:

Upon completion of Fifteen (15) semester hours of college credit in law enforcement related classes:	$200.00/yr
Upon completion of 60 semester credit hours or AA Degree:	$500.00/yr
Upon attainment of a BA:	$750.00/yr
Upon attainment of a MA:	$1000.00/yr

ARTICLE 26 TRAINING

The Employer and Union acknowledge that continued training and education is a vital part of employee growth in relation to the complexities of the law enforcement environment. Continuing education is a necessary and integral aspect of maintaining the highest degree of effective law enforcement. Mandatory and voluntary training shall be provided as follows:

Section 26.1 Mandatory Training and Certifications

The Employer agrees to provide mandatory training to employees in order to maintain current certifications in areas such as, but not limited to, firearms, breathalyzer operator, Hazmat, Departmental equipment, and other training required by the State or as required by law.

Section 26.2 Voluntary Training and Continuing Education

Employees may submit written requests to the Chief to attend voluntary training and continuing education courses related to law enforcement. Requests to attend such training shall not be unreasonably denied, subject to available funds. Attendance and reasonable travel time shall be considered compensable at the employee's current rate of pay for all such approved training. The employee and Chief may mutually agree to alter an employee's work schedule for the limited purpose of allowing the employee to attend the requested training.

The Chief may schedule employees to attend additional training and continuing education courses related to law enforcement. Attendance and reasonable travel time shall be considered compensable at the employee's current rate of pay for all such additional training. Notice to the employee of training shall be given as far in advance as possible so as to minimize the impact of schedule changes, but no less than three (3) days. The Chief and employee will work together to alter the employee's work schedule to accommodate such training yet provide police protection to the Village of Dupo.

Section 26.3 Records to Be Maintained

The Employer agrees to maintain complete and accurate records of all certifications and training records of bargaining unit employees. Records shall be available, upon written request and within a reasonable period of time for inspection and/or copying by employees.

ARTICLE 27 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 existing or subsequently enacted Federal or State legislation, or by Executive Order of other competent authority, including boards or agencies, 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. Impasses in such negotiations shall be resolved in interest arbitration as provided under the Illinois Public Labor Relations Act.

ARTICLE 28 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.

ARTICLE 29 IMPASSE RESOLUTION

The resolution of any bargaining impasse shall be in accordance with the interest arbitration proceedings under Illinois Public Labor Relations Act, as amended (5 ILCS 315/14).

ARTICLE 30 TERM OF AGREEMENT

This Agreement shall be effective May 1, 2021 and shall remain in full force and effect until April 30, 2024. It shall continue in effect from year to year thereafter until a successor agreement is reached. The Labor Council shall have the right to serve a demand to bargain in writing by certified mail or in person no earlier than one hundred twenty (120) days preceding expiration.

The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 30.1 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 resolutions of impasse procedure for a new Agreement or part thereof are continuing between the parties.

Section 30.2 Economic Benefits and Work Practices

All economic benefits (i.e., forms of pay, paid time off, and fringe benefits) which have been conferred upon employees by the Village in the past as a matter of practice rather than by express provisions of this or any predecessor Agreement, and noneconomic work practices (defined as established practices which are known to exist by officials at the highest levels of both parties, and which have been applied in a clear and consistent manner so as to give rise to an inference of mutual agreement) which are not set forth in this Agreement and are currently in effect shall continue and remain in effect for the term of this Agreement.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 19th day of April, 2021.

VILLAGE OF DUPO

WITNESSED BY:

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

APPENDIX A - DUES AUTHORIZATION FORM

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

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

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

Date:_____ Signed:_____

Address:_____

City:_____

State:_____ Zip:_____

Telephone:_____

Personal E-mail:_____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704
(217) 698-9433

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

APPENDIX B - GRIEVANCE 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) and Sections(s) of Contract violated: _____

Briefly state the facts: _____

Remedy Sought: _____

Given To: _____ Date/Time: _____

_____ _____

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/Time: _____

_____ _____

Grievant's Signature FOP Representative Signature

EMPLOYER'S RESPONSE

_____

_____

_____

_____

_____ _____

Employer Representative Signature Position

_____ _____

Person to Whom Response Given Date

STEP THREE

Reasons for Advancing Grievance: _____

_____

Given To: _____ Date/Time: _____

_____ _____

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/Time: _____

_____ _____

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

APPENDIX C - UNIFORM AND EQUIPMENT LIST

Quantity	Item
1	Reversible Rain Coat
1	Duty Coat
1	Garrison Style Hat w/ silver snakestrap
1	Garrison Style Hat raincover
1	Portable radio w/charger and lapel mic
1	Ballistic Vest with extra carrier
1	Weapon with 3 magazines Law enf. issue
1	Ammo as required for issued magazine
1	Employee Id card
1	On duty holster
2pr	handcuffs with keys
1	oc spray can
1	collapsible baton
3	badges (2 reg. 1 hat)
1	Trouser belt
1	duty belt
1	baton holder
2	handcuff case
1	disposable glove pouch
1	double magazine pouch
4	belt keepers
I	tie bar
2	ties
2	dickies with turtlenecks of choice
1	o.c. spray holder
3pr	ss shirts
3pr	Is shirts
3pr	pants
1	shirt nametag
1	coat nametag
1pr	PD collar insignia
1	ticketbook holder
1	storage locker
1	portable radio case w/ swivel clip