

RESOLUTION NO. **18-58**

**A RESOLUTION AUTHORIZING THE EXECUTION OF
THE PATROL OFFICERS' COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE VILLAGE OF FRANKFORT AND
THE ILLINOIS FRATERNAL ORDER OF POLICE**

WHEREAS, the Village of Frankfort and the Illinois Fraternal Order of Police have entered into a four-year Collective Bargaining Agreement, effective May 1, 2018 through April 30, 2022; and

WHEREAS, said Agreement sets forth rates of pay, fringe benefits, work hours, and other conditions of employment for Village of Frankfort Police Department Patrol Officers, a copy of which is attached hereto as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF FRANKFORT, WILL & COOK COUNTIES, ILLINOIS, AS FOLLOWS:

That the Village President be and is hereby authorized and directed to execute, on behalf of the Village of Frankfort, the Patrol Officers' Collective Bargaining Agreement between the Village of Frankfort and the Illinois Fraternal Order of Police, and that the Village Clerk is hereby authorized and directed to attest to the President's signature.

PASSED AND APPROVED this 5th day of November, 2018.




JIM HOLLAND
VILLAGE PRESIDENT

ATTEST:


ADAM BORRELLI
VILLAGE CLERK

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

VILLAGE OF FRANKFORT

AND

**ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL**

Effective May 1, 2018 through April 30, 2022

Exhibit A

TABLE OF CONTENTS

AGREEMENT	1
ARTICLE 1 - RECOGNITION AND REPRESENTATION	1
SECTION 1 - REPRESENTATIVE UNIT	1
SECTION 2 - UNION STEWARDS.....	1
SECTION 3 - UNION REPRESENTATIVES	1
ARTICLE II PROBATIONARY OFFICERS	1
ARTICLE III CONTINUITY OF OPERATION.....	2
SECTION 1 - No STRIKE	2
SECTION 2 - UNION'S RESPONSIBILITY	2
SECTION 3 - DISCHARGE OF VIOLATORS.....	2
SECTION 4 - NO LOCKOUT	2
SECTION 5 - RESERVATION OF RIGHTS	2
ARTICLE IV MANAGEMENT RIGHTS CLAUSE.....	3
ARTICLE V ENTIRE AGREEMENT.....	3
ARTICLE VI HOURS OF WORK AND OVERTIME	4
SECTION 1 - PURPOSE OF ARTICLE.....	4
SECTION 2 - WORK SCHEDULES.....	4
SECTION 3 - EIGHT-HOUR/MODIFIED 12-HOUR SHIFT	4
SECTION 4 - TWELVE-HOUR SHIFT	4
SECTION 5 - EFFECTS BARGAINING.....	5
SECTION 6 - SHIFT EXCHANGE.....	5
SECTION 7 - COMPENSATORY TIME	5
SECTION 8 - ROLL CALL	5
SECTION 9 - OVERTIME CALL BACK.....	5
ARTICLE VII SENIORITY	6
SECTION 1 - DEFINITION OF SENIORITY	6
SECTION 2 - LOSS OF SENIORITY.....	6
SECTION 3 - APPLICATION OF SENIORITY	6
SECTION 4 - LAYOFFS AND RECALL.....	6
SECTION 5 - RIGHT OF RECALL	7
SECTION 6 - NOTICE OF RECALL	7
SECTION 7 - SENIORITY LIST	7
ARTICLE VIII GRIEVANCE PROCEDURE	7
SECTION 1 - DEFINITION	7
SECTION 2 - PROCEDURE	8
SECTION 3 - LIMITATIONS OF AUTHORITY OF ARBITRATOR.....	10
SECTION 4 - TIME LIMIT FOR FILING.....	10
SECTION 5 - BYPASSING STEPS	10

ARTICLE IX LABOR-MANAGEMENT AND SAFETY MEETINGS.....	10
SECTION 1 - MEETING REQUEST	10
SECTION 2 - CONTENT	11
SECTION 3 - ATTENDANCE.....	11
ARTICLE X MISCELLANEOUS.....	11
SECTION 1 - EXTERNAL LAW	11
SECTION 2 - BULLETIN BOARDS	11
SECTION 3 - SUBCONTRACTING	11
SECTION 4 - SECONDARY EMPLOYMENT.....	11
SECTION 5 - OFF DUTY DETAILS AND EMPLOYMENT.....	12
SECTION 6 - NO SOLICITATION	13
ARTICLE XI LEAVES OF ABSENCE	13
SECTION 1 - JURY LEAVE.....	13
SECTION 2 - FUNERAL LEAVE	13
SECTION 3 - FAMILY AND MEDICAL LEAVE.....	13
SECTION 4 - MEDICAL LEAVE OF ABSENCE	14
SECTION 5 - SICK LEAVE	14
SECTION 5.5 SICK LEAVE DEFINED	14
SECTION 6 - RETIREMENT/VOLUNTARY SEPARATION INCENTIVE.....	14
ARTICLE XII TEMPORARY DUTY ASSIGNMENTS	15
ARTICLE XIII PHYSICAL FITNESS	15
ARTICLE XIV DRUG AND ALCOHOL TESTING	15
SECTION 1 - GENERAL POLICY REGARDING DRUGS AND ALCOHOL	15
SECTION 2 - PROHIBITIONS	15
SECTION 3 - THE ADMINISTRATION OF TESTS.....	16
ARTICLE XV – DUES CHECKOFF	17
SECTION 1 - DUES DEDUCTION	17
SECTION 3 - INDEMNIFICATION	17
ARTICLE XVI NOTIFICATION OF ADDRESS CHANGE.....	18
ARTICLE XVIII PRINTING AND DISTRIBUTION OF AGREEMENT.....	18
ARTICLE XIX WAGES.....	18
SECTION A - SALARY SCHEDULE	18
SECTION B - INVESTIGATOR STIPEND	18
SECTION C - FIELD TRAINING OFFICER STIPEND	18
SECTION D - OFFICER-IN-CHARGE PAY	18
SECTION E - EVIDENCE TECHNICIAN	19
SECTION F - CRIME PREVENTION STIPEND	19
ARTICLE XX CALL-IN/CALL BACK.....	19

ARTICLE XXII HOLIDAYS	19
ARTICLE XXIII TUITION REIMBURSEMENT	19
ARTICLE XXIV COURT TIME	20
ARTICLE XXV INSURANCE	20
ARTICLE XXVI VACATION	20
SECTION 1 - VACATION ACCRUAL AND USAGE	20
SECTION 2 - VACATION BUYBACK.....	21
ARTICLE XXVII TRAVEL AND MEAL EXPENSES.....	21
ARTICLE XXVIII UNIFORMS	22
ARTICLE XXIX NO PYRAMIDING.....	22
ARTICLE XXX DISCIPLINE AND DISCHARGE	22
SECTION 1 - BOARD OF FIRE AND POLICE COMMISSIONERS.....	22
SECTION 2 - DISCIPLINE AND DISCHARGE.....	22
SECTION 3 - LIMITATION.....	22
SECTION 4 - DISCIPLINARY GRIEVANCES.....	22
ARTICLE XXXI 457 RETIREMENT PLAN	23
ARTICLE XXXII GENERAL ORDERS	23
ARTICLE XXXIII GENDER.....	23
ARTICLE XXXIV TRAINING	23
ARTICLE XXXV RESIDENCY	24
ARTICLE XXXVI TERM OF AGREEMENT	25

AGREEMENT

This Agreement is made and entered into by and between the Village of Frankfort (herein after referred to as the "Village") and the Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the "Union" or "Labor Council").

It is the intent and purpose of this Agreement to set forth the parties' entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the Village; to encourage and improve efficiency and productivity; to maintain the highest standards of personal integrity and conduct at all times; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

ARTICLE 1 - RECOGNITION AND REPRESENTATION

Section 1 - Representative Unit

The Village recognizes the Union as the sole and exclusive bargaining representative for all sworn full-time peace officers (hereinafter referred to as "officers" or "employees"), but excluding all sworn peace officers in the rank of sergeant and above, any employees excluded from the definition of "peace officer" as defined in Section 3(k) of the Illinois Public Labor Relations Act; supervisory, managerial or confidential employees as defined by the Act; and all persons excluded from coverage under the Act.

Section 2 - Union Stewards

The Village recognizes the right of bargaining unit members to select a Union Steward. The Union shall provide the Police Chief with the name of the Steward selected by the Union.

Section 3 - Union Representatives

Duly authorized Labor Council representatives will be permitted access at reasonable times to the premises of the Village for the purpose of handling grievances or otherwise representing employees pursuant to the provisions of this Agreement. These Labor Council representatives will be identified to the Police Chief or his designee in a manner suitable to the Village and on each occasion will first secure the prior approval of the Police Chief or his designee to enter and conduct their business so as not to interfere with Village operations. If such approval is granted, the Police Chief or his designee shall designate the area where such business is to be conducted and the period of time to be provided. The Union will not abuse this privilege, and such right of entry shall at all times be subject to general department rules applicable to non-employees.

ARTICLE II PROBATIONARY OFFICERS

Probationary period shall be 12 months in duration from completion and release from department field training and certification by the Police Training Board. Probation may be extended by the Chief of Police for a period not to exceed 24 months from the date of hire.

ARTICLE III CONTINUITY OF OPERATION

Section 1 - No Strike

The Union will not cause or permit its members to cause, and will not sanction in any way, any work stoppage, strike, picketing related to this continuity of operations provision or slowdown of any kind or for any reason, or the honoring of any picket line or other curtailment, restriction or interference with any of the Village's functions or operations; and no employee will participate in any such activities during the term of this Agreement or any extension thereof.

Section 2 - Union's Responsibility

Should any activity prescribed in Section 1 of this Article occur, which the Union has or has not sanctioned, the Union shall immediately:

- a. Publicly disavow such action by the employees or other persons involved;
- b. Advise the Village in writing that such action has not been caused or sanctioned by the Union;
- c. Notify the employees that it disapproves of such action and instruct all employees to cease such action and return to work immediately;
- d. Take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the Village to accomplish this end.

Section 3 - Discharge of Violators

The Village shall have the right to either file charges with the Frankfort Police and Fire Commission seeking to discharge or otherwise discipline any or all employees who violate any of the provisions of this Article. In such event, the employee or employees, or the Union on their behalf, shall have no recourse to the grievance procedure, including the arbitration step of that procedure, the right to which is expressly waived.

Section 4 - No Lockout

The Village agrees that it will not lockout its employees during the term of this Agreement or any extension thereof.

Section 5 - Reservation of Rights

In the event of any violation of this Article by the Union, Village or the unit members, the Village or the Union may pursue any legal or equitable remedy otherwise available, including monetary penalties, and it will not be a condition precedent to the pursuit of any judicial remedy that any grievance provided in this Agreement be first exhausted.

ARTICLE IV MANAGEMENT RIGHTS CLAUSE

Except as limited by the specific provisions of this Agreement and applicable law, the Village shall retain the right and authority to operate and direct the affairs of the Village including the Police Department in all its various aspects. All of the rights, functions and prerogatives of management which the Village had prior to entering into this Agreement are reserved and retained exclusively to the Village and shall not be questioned by the Union or any employee covered by this Agreement at any time or in any manner. In no event shall any right, function or prerogative ever be deemed or construed to have been modified, diminished or impaired by any past practice or course of conduct, or otherwise, than by an explicit provision of this Agreement. Specifically, but without limiting the generality of the foregoing, it is distinctly understood and agreed that this Agreement does not affect and shall not be deemed or construed to impair or limit in any way the Village's right in its sole discretion and judgment to determine matters of inherent managerial policy, the functions of the employer, its mission including the nature, extent and standards of service offered to the public, its overall & departmental budget, the organizational structure and selection of new employees, examination techniques, and to direct or reassign the working force or any individual therein; to plan, direct, control, subcontract and determine the operations or service to be conducted in or at the Police Department or by the employees of the Village; to meet and confer with employees directly, either individually or collectively; to schedule, assign and transfer employees; to hire, promote, demote, suspend, discipline or discharge; or relieve employees due to lack of work, shortage of budgeted funds, or for other legitimate reasons, to make and enforce reasonable rules and regulations. The Village retains all prerogatives, rights and powers including its right to take any action mandated by State law and nothing in this Agreement shall prohibit such action, The Village further retains and reserves all of its rights to perform its management responsibilities and to take any action necessary to carry out those responsibilities unless clearly and expressly prohibited by this Agreement.

ARTICLE V ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in this Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Furthermore, the parties waive the right to negotiate for changes on any issue whether known or unknown.

Therefore, the Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or issue which may legally be or has been the subject of bargaining regardless of whether or not such matter or issue was raised or could have been raised in collective bargaining and regardless of whether such matter is covered or excluded by the

express language of this Agreement. However, the parties agree to negotiate over the impact of a change in mandatory subjects of bargaining to the extent required by law.

ARTICLE VI HOURS OF WORK AND OVERTIME

Section 1 - Purpose of Article

Nothing herein shall be construed as a guarantee of hours of work per day, per week or per work cycle, and nothing herein shall preclude the Village from restructuring the normal workday, work week or work cycle.

Section 2 - Work Schedules

The Village shall continue to post the work schedules showing the shifts, workdays and work hours to which employees are assigned.

Section 3 - Eight-Hour/Modified 12-Hour Shift

Employees who are assigned to an eight (8) to twelve (12) hour shift (80-Hour pay period) shall receive overtime pay for all time worked in excess of eighty (80) hours in a fourteen (14) day work period. Except as provided elsewhere in this Agreement, an employee's normal work day shall generally consist of eight to twelve hours. Each workday may be interrupted by two (2) 15 minute rest periods and a thirty (30) minute paid lunch break and the paid lunch break will be considered as hours worked for overtime purposes. If an officer's meal break is interrupted by work duties, the officer's meal break shall be rescheduled if the workload permits or the officer shall forego his meal break, without additional compensation, if the workload doesn't permit a rescheduled meal break. For purposes of overtime pay calculations all compensable time will be included with the exception of sick time and roll call. Employees shall remain on duty and within Village limits during rest and meal periods.

Section 4 - Twelve-Hour Shift

Employees who are assigned to a twelve (12) hour shift (84-Hour pay period) shall receive overtime pay for all time worked in excess of eighty-four (84) hours in a fourteen (14) day work period. Overtime shall be compensated at a rate of one and one-half (1-1/2) times the employee's regular hourly straight time rate of pay. For purposes of overtime pay calculations all compensable time will be included with the exception of sick time and roll call.

Employees shall be permitted three (3) fifteen (15) minute rest periods and one (1) thirty (30) minute paid meal period during each shift. If an officer's meal break is interrupted by work duties, the officer's meal break shall be rescheduled if the workload permits or the officer shall forego his meal break, without additional compensation, if the workload doesn't permit a rescheduled meal break. Employees shall remain on duty and within Village limits during rest and meal periods.

The Chief reserves the right to modify shift under the 84-hour work schedule for specialty positions.

Section 5 - Effects Bargaining

In the event that the Village desires to change the overall work schedule (for example by changing from 12 hour shifts to 8 hour shifts) the Village will notify the Union at least 60 days in advance and meet and confer to discuss alternatives. However, the Village retains the right and discretion to set or change the overall schedule and to set or change the schedule of any employee(s).

Section 6 - Shift Exchange

Employees may exchange shifts with the approval of the Chief or his designee provided that minimum staffing requirements are maintained, no overtime results, and no shift change occurs which causes the expenditure of additional pay.

Section 7 - Compensatory Time

Compensatory time at the rate of one and one-half times the employee's regular rate of pay may be granted at the discretion of the Chief in lieu of payment of overtime pay. Compensatory time may be accumulated to a maximum of 60 hours. In exercising his/her discretion regarding compensatory time, the Chief or his/her designee may consider the cost of overtime incurred in the staffing of an open shift created by compensatory time use

Section 8 - Roll Call

Employees will be paid 10 minutes per shift for roll call at straight time pay.

Section 9 - Overtime Call Back

Full-Time Officers will be called out on a seniority basis to fill patrol hours because of short staffing due to unplanned sick time shift coverage (when a bargaining unit member calls off sick). If no full time officer volunteers for the hours or if some of the hours remain unfilled after all full-time officers have been called, then the shift may be filled by any available officer. If no officers volunteer an officer will be ordered in on a reverse seniority basis with the consideration for hours scheduled/worked.

If authorized overtime is created by a bargaining unit member because of short staffing due to planned sick time shift coverage, Full-Time Officers will be offered the overtime on a seniority basis. If no full time officer volunteers for the hours or if some of the hours remain unfilled after all full-time officers have been notified of the available authorized overtime, then the shift may be filled by any available officer. If no officers volunteer an officer will be ordered in on a reverse seniority basis with the consideration for hours scheduled/worked.

The senior patrol officer on the shift shall be responsible for filling vacancies pursuant to this section. The sergeant will advise the senior patrol officer to call officers to fill the shift to meet minimum staffing. In the event of planned sick time shift coverage, the senior patrol officer responsible for filling the authorized overtime will report to the Deputy Chief of Operations or his designee who will be filling the overtime within seventy-two (72) hours of notification. If the senior patrol officer responsible for filling the authorized overtime fails to notify the Deputy Chief of Operations or his designee within 72 hours, the Department can fill the overtime at its discretion.

ARTICLE VII SENIORITY

Section 1 - Definition of Seniority

- A. Seniority shall be defined as an employee's length of full-time continuous service as a police officer in the Village's Police Department, calculated from the most recent date of hire.
- B. In the event that two or more officers have the same seniority date, seniority shall be determined by the officer's placement on the Fire and Police Commission's eligibility list.
- C. Village employees who become police officers shall be afforded seniority credit for the purpose of computing years of service for vacation credit.
- D. If an employee satisfactorily completes the probationary period, his/her seniority shall be the date of original employment.

Section 2 - Loss of Seniority

- A. The employee resigns or quits;
- B. The employee retires;
- C. The employee is discharged or permanently removed from the payroll for just cause;
- D. The employee does not return to work on the date required at the expiration of a leave of absence;
- E. The employee is absent for three consecutive scheduled work days without authorization;
- F. The employee does not return to work on the date required when recalled from layoff;
- G. The employee has been on lay off, leave of absence or otherwise has not engaged in active employment with the Village for more than one year.

Section 3 - Application of Seniority

Seniority shall be considered for vacation preference, lay off, sick time overtime call back and recall only.

Section 4 - Layoffs and Recall

Should the Village determine that it is necessary to decrease the number of employees in the bargaining unit, it will layoff employees in inverse seniority order. Where practicable, affected employees and the Union will be given notice of contemplated layoffs at least two (2) weeks prior to the effective date of the layoff(s). Any benefits or rights of a laid-off employee under this Agreement shall terminate upon layoff except that laid-off employees will have recall rights for a period of one year.

Section 5 - Right of Recall

Any officer who has been laid off shall be placed on the appropriate reinstatement list and shall be recalled in the inverse order of layoff, provided the officer is fully qualified to perform the work to which he is recalled without further training and provided he meets the minimum fitness requirements for an entry level officer. Whether an officer is fully qualified and fit within the meaning of this section shall be determined by the Village and subject to the grievance procedure.

Section 6 - Notice of Recall

Officers who are eligible for recall shall be given written notice of recall, which shall be either hand-delivered or sent to the officer by certified or registered mail, return receipt requested, with a copy to the Union. The officer must notify the Police Chief or his designee of his intention to return to work within seven (7) days after the date such notice of recall is mailed or hand-delivered and report for duty on the date required by the Village. The Village shall be deemed to have fulfilled its obligations by written receipt of hand delivery signed by the officer or by mailing the recall notice by certified or registered mail, return receipt requested, to the mailing address last provided by the officer. It shall be the obligation and responsibility of the officer to provide the Police Chief or his designee with his latest mailing address. If an officer fails to timely respond to a recall notice by return mail or in person or fails to report for duty on the date required by the Village, his name shall be removed from the recall list.

Section 7 - Seniority List

As soon as practicable after the signing of this contract, the Village will furnish the Union a list showing the name, job title and most recent date of hire for each employee in the bargaining unit, and whether the employee is entitled to seniority or not. The Village shall also post the seniority list.

Within thirty (30) calendar days after the date of posting, an employee must notify the Village of any alleged errors in the list or it will be considered binding on the employee and the Union from that time forth. When changes or additions to those lists become necessary, the Village will provide notification to the Union of such changes or additions. A revised seniority list will be posted once a year. After such posting, an employee must notify the Village of any alleged errors within 30 days, or the information in the list shall be considered forever binding on the employee and the Union.

ARTICLE VIII GRIEVANCE PROCEDURE

Section 1 - Definition

A "grievance" is defined as a written complaint raised by a unit member, the Union or the Village involving the meaning, interpretation, or application of this Agreement except verbal reprimands and any matter or issue that is subject to the jurisdiction of the Board of Fire and Police Commissioners shall not be considered a grievance under this Agreement and thus not subject to the grievance procedure, including arbitration, the right to which is expressly waived.

Section 2 - Procedure

The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance must be processed as follows:

- STEP 1: Any Employee who has a grievance shall submit the grievance in writing to the employee's immediate on-duty supervisor of the rank of sergeant or higher, specifically indicating that the matter is a grievance under this Agreement. (A copy of the grievance form is attached hereto as Appendix B). The grievance shall contain a statement of facts, the provision(s) of this Agreement which is (are) alleged to have been violated, and the relief requested. Preparation of these written materials shall not be done during the employee's hours of work. All grievances must be presented no later than ten (10) calendar days from the first occurrence or non-occurrence giving rise to the grievance. The immediate supervisor may render a written response to the grievant within ten (10) calendar days after the grievance is presented.
- STEP 2: If the grievance is denied or not responded to at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, the appeal shall be submitted in writing to the Deputy Chief within ten (10) calendar days after the earlier of the date of the Village's answer at Step 1 or the date such answer was due. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. Preparation of these written materials shall not be done during the employee's hours of work. The Deputy Chief or his designee may investigate the grievance and, in the course of such investigation, may offer to discuss the grievance with the grievant and an authorized representative of the Union at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Deputy Chief or his designee shall provide a written answer to the grievant and the Union within ten (10) calendar days following the date that the appeal was filed.
- STEP 3: If the grievance is denied or not responded to at Step 2 and the employee wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing to the Police Chief within ten (10) calendar days after the earlier of the date of the Village's answer at Step 2 or the date such answer was due. The grievance shall specifically state the basis upon which the grievant believes that grievance was improperly denied at the previous step in the grievance procedure. Preparation of these written materials shall not be done during the employee's hours of work. The Police Chief, or the Police Chiefs designee, shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance with the grievant and an authorized representative of the Union at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Police Chief, or the Police Chiefs designee, shall provide a written answer to the grievant and the Union within ten (10) calendar days following the date that the appeal was filed.

STEP 4: If the grievance is denied or not responded to at Step 3 and the employee wishes to appeal the grievance to Step 4 of the grievance procedure, it shall be submitted in writing to the Village Administrator within ten (10) calendar days after the earlier of the date of the Village's answer at Step 3 or the date such answer was due. The grievance shall specifically state the basis upon which the grievant believes that grievance was improperly denied at the previous step in the grievance procedure. Preparation of these written materials shall not be done during the employee's hours of work. The Village Administrator, or the Village Administrator's designee, shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance with the grievant and an authorized representative of the Union at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Village Administrator, or the Village Administrator's designee, shall provide a written answer to the grievant and the Union within ten (10) calendar days following the date that the appeal was filed.

STEP 5: Arbitration. If the grievance is denied or not responded to at Step 3 and the Union wishes to appeal, it may refer the grievance to arbitration, as described below, within thirty (30) calendar days after the earlier of the date of the Village's written answer or the date such response was due.

- (a) In the absence of agreement on a neutral arbitrator, the parties shall file a joint request with the Federal Mediation & Conciliation Service ("FMCS") for a panel of seven (7) arbitrators from which the parties shall select a neutral arbitrator. The parties agree to request the FMCS to limit the panel to members of the National Academy of Arbitrators who reside within a radius of 100 miles of the City of Chicago. Both the Village and the Union shall each have the right to reject one panel in its entirety, on written notice to the other, within seven (7) business days of its receipt and request that a new panel be submitted. The Village and the Union shall have the right alternately to strike names from the panel. A coin toss will determine who strikes first. 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 arbitrator shall submit his/her decision in writing within thirty (30) business days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (d) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.
- (e) The fees and expenses of the arbitrator 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 purchasing copies of a written transcript.

Section 3 - Limitations of 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 whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine only the issue or issues raised by the grievance as initially submitted. The arbitrator shall have no authority to make a decision on any issue or issues not specifically raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with applicable laws. Any decision or award of the arbitrator rendered within the limitations of this Section 5 shall be final and binding upon the Village, the Union and the employees covered by this Agreement.

Section 4 - Time Limit for Filing

The time limits and procedures for grievance processing must be strictly followed. No grievance shall be processed or entertained unless it is filed or appealed by the employee or Union within the stated time limits. If the Village does not respond to a grievance or appeal within the stated time limits, the grievance or appeal shall be deemed denied at the time such response was due, and permit the grievant to proceed to the next step in the grievance procedure. Any grievance not timely appealed after denial or failure by the Village to timely respond shall bar any appeal or later filing of the same or substantially same grievance.

Section 5 - Bypassing Steps

The parties may by mutual agreement in writing agree to bypass one or more steps of the grievance procedure. Any grievance filed by the Union shall be initiated at Step 2.

ARTICLE IX LABOR-MANAGEMENT AND SAFETY MEETINGS

Section 1 - Meeting Request

The Union and the Village agree that in the interest of efficient management and harmonious employee relations that meetings be held if mutually agreed between Union representatives and the Village. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management" or "safety meeting" and expressly providing the agenda for such meeting. Such meetings, times, agendas and locations, shall be mutually agreed upon and shall be limited to:

- A. A discussion on the implementation and general administration of this Agreement; or
- B. A sharing of general information of interest to the parties; or
- C. Issues and concerns involving safety.

Section 2 - Content

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management" meetings, nor shall negotiations for the purpose of altering any or all of the terms in this Agreement be carried on at such meetings.

Section 3 - Attendance

Attendance at "labor-management" meetings shall be voluntary on the employee's part, and attendance during such meetings shall not be considered time worked for compensation purposes. Normally, two (2) persons from each side shall attend these meetings, schedules permitting. Attendance by bargaining unit members at such meetings shall not interfere with required duty time, and attendance may be during duty time if mutually agreed between the Police Chief and the Union representative.

ARTICLE X MISCELLANEOUS

Section 1 - External Law

Any dispute concerning an alleged violation of any constitution, statute, regulation, common law or other legal right of the Union or a unit member that is under the jurisdiction of any Federal or State Regulatory Agency or Court shall be processed through the appropriate federal or state agency or court. Any such alleged violation or complaint arising out of the application or interpretation of this Section shall not be subject to Article IX Grievance Procedure, including the arbitration step of that procedure, the right to which is expressly waived.

Section 2 - Bulletin Boards

The Village shall provide a bulletin board or bulletin board space (the dimension of which shall be a minimum of 2' x 3') for use by the Union for the posting of official Union notices which are not critical of management, are not political or inflammatory in nature, and do not violate community standards related to obscenity. Posting of Union notices shall be limited to such bulletin board and the Union will provide the Police Chief with a copy of each notice prior to its posting.

Section 3 - Subcontracting

The rights of contracting or subcontracting are vested in the Village. Upon deciding to subcontract, in cases of subcontracting resulting in or from the lay-off of Employees covered by this Agreement, the Village will provide to the Union, notice of the subcontracting and will, upon timely request (within one (1) week of receiving notice of the Village's decision to subcontract) meet and negotiate with the Union the anticipated impact of the subcontracting. Failure to timely request such meeting shall act as a waiver of the Union's right to negotiate the impact of the decision to subcontract.

Section 4 - Secondary Employment

With the exception of Off-Duty Details as regulated in the Department's Policy and Procedure Manual, employees shall not be employed by employers other than the Village, nor shall they

contract or accept anything of value in return for services, nor shall they otherwise be self-employed for remuneration, without the written approval of the Police Chief. Employees may not hold outside jobs including self-employment which will:

- (1) result in a conflict of interest;
- (2) result in work for the Village;
- (3) result in outside work during an employee's work shift;
- (4) involve the use of any Village equipment, uniform, badge, weapon or other supplies;
- (5) involve work on any premises or in any establishment which is a dram shop;
- (6) foreseeably require exercise of any official authority conferred by the Village;
- (7) infringe on their ability to fully perform their job duties for the Village as determined by the Village. Employees seeking permission to perform outside employment shall annually apply in writing for approval on a form to be provided by the Village. Such application shall be approved or denied in writing and within 14 calendar days of receipt of written request;
- (8) take place within twelve (12) months after receiving a suspension of sixteen (16) hours or more; or
- (9) conflict with any Department or Village policy.

Section 5 - Off Duty Details and Employment

Off Duty Details and/or Extra Duty Employment are voluntary. As such, a patrol officer/bargaining unit member has the right to accept or decline any Off Duty Detail and/or Extra Duty Employment. Off Duty Detail and/or Extra Duty Employment is defined as any employment that is conditional on the actual or potential use of law enforcement powers by a patrol officer/bargaining unit member within the Village of Frankfort. This employment takes place outside of the regular working hours of the employee. The rates for such employment shall be set at \$35.00 per hour, or an agreed upon rate. Any member ordered to work Off Duty Detail and/or Extra Duty Employment for any entity (i.e. Fall Fest) shall continue to be paid at the officer's normal time and one half hourly rate.

At the Chief or his designee's discretion, requests from outside entities received by the Department for Off Duty Details and/or Extra Duty Employment shall be posted as soon as it is received generally at least four (4) days in advance of the detail. Those requests offered to patrol shall be posted in a location accessible to all bargaining unit members. Off Duty Details and Extra Duty Employment shall be filled by seniority for the first three (3) days after the initial posting. After the initial three (3) day sign up period has passed the Off Duty Detail and Extra Duty Employment request shall be filled on a first come first serve basis amongst available officers. It is understood that details will be equitably distributed to other members of this department.

Section 6 - No Solicitation

The Union agrees that its officers, agents, affiliated organizations and members will not solicit merchants, residents or citizens located within the Village of Frankfort for contributions or donations or other fund-raising purposes without prior written approval of the Village Administrator.

ARTICLE XI LEAVES OF ABSENCE

Section 1 - Jury Leave

Should any employee covered by this Agreement be legally required to serve on a jury, that employee shall be excused from work without loss of regular straight-time pay (not to exceed 160 hours) for the days or portions thereof on which the employee must be present at court for such service and on which the employee would have otherwise been scheduled to work. The employee shall submit a certificate evidencing that he/she appeared and served as a juror and shall remit any juror fee to the Village.

Section 2 - Funeral Leave

An employee may be granted a funeral leave of up to twenty four hours (24) without loss of pay in case of death of a member of the employee's immediate family, as defined in this Agreement, for the purpose of attending the funeral (including making arrangements for the funeral and attending a wake and/or burial). Immediate family is defined as follows:

- a. Spouse
- b. Son or daughter
- c. Mother or father
- d. Sister or brother
- e. Mother-in-law or father-in-law
- f. Sister-in-law or brother-in-law
- g. Grandparents or grandparents-in-law
- h. Grandchild
- i. Step parents
- j. Step children
- k. Aunt or uncle - Up to 12 hours of leave.

In the event that a funeral event is not covered by or extends beyond 24 hours officer may utilize up to 24 hours of sick time with Chief or designee approval

Section 3 - Family and Medical Leave

The Village will provide to eligible employees leaves of absence pursuant to the Family and Medical Leave Act in accordance with the requirements of that Statute and the regulations promulgated thereunder and in accordance with the Village's policies on leaves granted under the Family and Medical Leave Act, and which may be amended from time to time by the Village as amendments are made to the act so as to reflect such amendments.

Section 4 - Medical Leave of Absence

An employee who is unable to perform the essential functions of his job or any other duties as may be assigned by the Chief due to a non-work related injury or illness, shall be eligible for a Medical Leave of Absence. The Village shall have the right to require a medical certification as provided by the Family and Medical Leave Act. Employees shall first exhaust all vacation and sick leave before commencing the Medical Leave of Absence. The Village will continue to provide health insurance to employees on Medical Leave of Absence for up to one (1) year from the date that the employee was first absent from work as a result of the injury or illness.

Section 5 - Sick Leave

The use of sick leave is intended only for legitimate reasons as outlined in this Section. If the purpose for time off fits within the permitted sick leave uses, the employee must first use available sick leave before any other leave. In accordance with provisions of the Village's Personnel Policy Manual on family and medical leave, all bargaining unit members are entitled to use sick time for the day of the childbirth and the day the newborn child is released from the hospital to the home. In extenuating circumstances bargaining unit members shall be entitled to request the use up to forty (40) hours of unused accrued sick leave for the birth and care of their newborn child. Should a bargaining unit member need to utilize unused accrued sick leave in excess of 40 hours, the Village may require a physician's note detailing why the employee needs to remain away from work for the birth and care of their newborn child. Nothing in the Village's Personnel Manual or this collective bargaining agreement shall prevent an employee from requesting use of other accrued paid time off options for the birth and care of their newborn child. Employees having had more than 5 incidents of sick use in any 12 month period, or using more than 24 successive hours of sick time will be required to provide medical documentation regarding the use of sick leave and ability to return to work.

Sick time can be used for medical or dental appointments that cannot be scheduled outside of regular work hours however such leave may not exceed 4 hours.

Sick leave applies to immediate family. Sick leave use to care for an ill or injured member of the employee's immediate family not living with the employee is limited to one-half the annual accrual. Employees will accrue 3.08 hours of sick leave during each bi-weekly pay period for a maximum of eighty (80) hours per year. Employees may accumulate unlimited sick time. Where an employee requests sick time, it shall not be offset with other time worked without the employee's approval.

Section 5.5 Sick Leave Defined

Sick leave is defined as an absence from duty because of actual personal illness, non-compensable bodily injury or disease, exposure to contagious disease, to care for and ill or injured member of the employee's immediate family or to care for the employee's new baby or to keep a doctor or dentist appointment as listed in Section 5.

Section 6 - Retirement/Voluntary Separation Incentive

Upon death, or upon retirement or voluntary separation from the Village police department with at least 20 years of service, an employee will receive payment for any unused, accumulated sick leave at the rate of 3 times years of service (e.g. an employee with 20 years of service would

receive payment for 60% of any unused, accumulated sick leave at the officer's current rate of pay) with a cap of 14 weeks of pay.

ARTICLE XII TEMPORARY DUTY ASSIGNMENTS

The Police Chief or his designee may, at his discretion, offer or assign temporary work to an employee if the employee is qualified to perform such work and if the employee is unable to perform regular responsibilities because of illness, injury, or disability, provided there is a reasonable expectation the employee will be able to resume full duties and responsibilities. This Article does not obligate the Village to create new positions or duties.

ARTICLE XIII PHYSICAL FITNESS

Employees will not be required to participate in the Physical Fitness Program. However, all employees must continue at all times to remain fit for duty and may be required to demonstrate fitness for duty by the Fire and Police Commission.

ARTICLE XIV DRUG AND ALCOHOL TESTING

Section 1 - General Policy Regarding Drugs and Alcohol

The use of illegal drugs and the abuse of alcohol by members of the Police Department present unacceptable risks to the safety and well-being of other employees and the public, invite accidents and injuries, and reduce productivity. In addition, such conduct violates the reasonable expectations of the public that the employees who serve and protect them obey the law and be fit and free from the effects of drug and alcohol abuse.

In the interest of employing persons who are fit and capable of performing their jobs, and for the safety and well-being of employees and residents, the Village may require employees to submit to drug and/or alcohol testing and implement a general policy regarding drugs and alcohol. The use of alcohol on duty and the abuse of alcohol or the use, possession, sale or transfer of illegal drugs, cannabis or non-prescribed controlled substances by Department members is strictly prohibited on or off duty. Violation of these policies will result in disciplinary action up to and including discharge. This section shall not prohibit the employee from participating in the Village of Frankfort drug and alcohol treatment program as is available to all Village of Frankfort employees.

Section 2 - Prohibitions

Unit members shall be prohibited from:

1. Consuming or possessing alcohol or proscribed drugs (drugs proscribed by the Illinois Controlled Substances Act) at any time during the work day on any of the Village's premises or job sites, including all Village buildings, properties, vehicles and the employee's personal vehicle while engaged in Village business.
2. Using (any level), selling, purchasing or delivery of any proscribed drug during the work day or when off duty.

3. Being under the influence of alcohol (blood alcohol level of .02 and above) or proscribed drugs (any level) during the course of the work day.
4. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Violation of these prohibitions may result in disciplinary action, up to and including discharge.

Section 3 - The Administration of Tests

The Village may require an employee to submit immediately to breathalyzer, blood and/or urine tests on a random or specified situation basis, or if the Village otherwise determines there is cause for such testing.

Random testing shall be done on dates and at times and places designated by the Police Chief. A Union representative shall be advised of the date, time and place for the testing and the name(s) of the employee(s) to be tested. The Union shall have the right to have a Union representative present at the test site, provided that the Union representative is available within one (1) hour of when the Union is notified. No employee shall be subject to random testing more than once in a twelve-month period, and no employee shall be required to take a random test a second (or third) time during this contract term until all other employees in the bargaining unit have been tested once (or twice, as the case may be).

Specified situation testing may occur in the following circumstances:

- a. Upon assignment of a Police Officer to a special duty assignment, and upon his return to duty with the Department;
- b. If a Police Officer is involved in a motor vehicle or other accident while in the performance of his duty;
- c. Upon promotion to a higher rank;
- d. If the Police Officer has experienced excessive absenteeism or tardiness under circumstances giving rise to a suspicion of off-duty drug or alcohol abuse; or
- e. After a Police Officer is involved in any accident or injury (to himself or another person).

The Village shall use only licensed clinical laboratories for the purpose of blood or urine testing, and shall be responsible for maintaining the proper chain of custody.

The Village shall maintain a list of approved licensed clinical laboratories. A portion of the tested sample shall be retained by the laboratory so that the Employee may arrange for another confirmatory test to be conducted by a SAMSHA (Substance Abuse and Medical Services Administration of the Department of Health & Human Services, NIDA (National Institute of Drug

Association), or equivalent licensed clinical laboratory at the Employee's expense. The Village shall offer the Employee a choice of one of at least two (2) such laboratories for the conduct of the confirmatory test. As necessary the lab shall provide a MRO (Medical Review Officer) to review the test results. The Employee shall not have access to the sample. Upon request, the Village shall provide an Employee with a copy of any test results which the Village receives with respect to such Employee.

Conduct prohibited by this Article shall be cause for discipline including termination.

ARTICLE XV – DUES CHECKOFF

Section 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 who has filed with the Employer a written authorization form. (Attached hereto as Appendix A) 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 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 deduction, 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 3 - Indemnification

The Illinois Fraternal Order of Police Labor Council agrees to indemnify and hold harmless the Employer, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article, including Employer's reasonable and necessary attorney's fees incurred in defending any of said claims, actions, complaints, suits or other forms of liability, and in enforcing the terms of this Article.

ARTICLE XVI NOTIFICATION OF ADDRESS CHANGE

Each Employee shall notify the Chief of Police in writing of his address and telephone number within three (3) days of any change therein.

ARTICLE XVIII PRINTING AND DISTRIBUTION OF AGREEMENT

The Village and the Union shall split the cost of printing and distributing the Agreement.

ARTICLE XIX WAGES

Section A - Salary Schedule

Step	May 1, 2018 – April 30, 2019	May 1, 2019 – April 30, 2020	May 1, 2020 – April 30, 2021	May 1, 2021 – April 30, 2022
Recruit 12 mo.	25.27	25.90	26.55	27.21
13-24 mo.	30.78	31.55	32.34	33.15
25-36 mo.	32.87	33.69	34.54	35.40
37-48 mo.	35.58	36.47	37.38	38.31
49-60 mo.	38.36	39.31	40.30	41.30
61+ mo.	42.59	43.65	44.74	45.86

Longevity Pay – Officers will receive longevity pay based on the schedule listed in the table below.

10 Years = \$1500

15 Years = \$2500

20 Years = \$3500

Longevity Pay will be in a lump sum payment paid out in equal amounts across each pay period.

Section B - Investigator Stipend

Each employee who is appointed by the Chief as an Investigator shall receive additional salary of \$2,500 per year.

Section C - Field Training Officer Stipend

Each employee who is designated by the Chief of Police as a Field Training Officer, while actively engaged as a Field Training Officer, will receive \$3.00 per hour additional pay.

Section D - Officer-In-Charge Pay

Each employee who is designated as Officer-In-Charge will receive \$3.00 per hour additional pay while actively engaged as Officer-In-Charge.

Section E - Evidence Technician

Each employee who is appointed by the Chief as an Evidence Technician shall receive additional salary of \$1,200 per year.

Section F - Crime Prevention Stipend

Each employee who is permanently assigned to Crime Prevention shall receive additional salary of \$1,200 per year. This does not include rotating or temporary crime prevention assignments.

ARTICLE XX CALL-IN/CALL BACK

A call-in or call-back is defined as an official assignment of work which does not continuously precede or follow an officer's regularly scheduled working hours. A minimum of three (3) hours pay at time and one-half will be guaranteed for all call-ins or call-backs unless the officer is called back to fix his/her own mistake.

ARTICLE XXII HOLIDAYS

Authorized holidays are as follows:

New Year's Day	Veteran's Day
Martin Luther King Day - effective after 5/1/08	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Personal Days (2)
Labor Day	

It is acknowledged that the nature of police work necessarily requires many employees to work on holidays. Therefore, in lieu of receiving the holidays off, employees who do not receive the day off because it is a holiday, shall receive annual holiday compensation equal to eight hours straight time pay for each of the recognized holidays (not Personal Days). Beginning in January 2020, Employees shall receive a lump sum for all holiday payment in January of each year for the prior year's holidays (not Personal Days). This lump sum payment shall be considered part of the employee's base pay. If an officer is regularly scheduled and works on the holiday he will receive one and one half (1 1/2) his hourly rate for each hour worked for the holiday in lieu of day off. If an officer has an unscheduled absence on a holiday, the employee will be charged 8 hours of sick time for the missed holiday in addition to the appropriate benefit time for the hours of work missed.

ARTICLE XXIII TUITION REIMBURSEMENT

The Chief shall make arrangements for tuition reimbursement with individual employees. Tuition reimbursement requires pre-notification, a passing grade of B or better in each such class taken, and shall be limited to course work related to a law enforcement degree and a Regionally Accredited School. Other courses in administration as determined by the Chief may also be

approved. The maximum amount per credit hour that may be reimbursed is the tuition charged at Governor's State University or a maximum of \$200 per credit hour. Employees will be reimbursed at the following rates: 100% for a grade of A or better, and 80% for a grade of B or better. No more than four (4) police department employees with a maximum of three (3) courses each may qualify for tuition reimbursement during any semester, and is contingent on the budgetary constraints of the department and the Village. The maximum annual tuition reimbursement for any employee is \$5,250. Preference for tuition reimbursement will be determined by agreement of the parties. Employees receiving tuition reimbursement agree to continue employment with the Village for 24 months. Failure to remain employed with the Village for the 24 month period due to voluntary or involuntary separation shall result in the employee returning the amount received to the Village at the time of separation on a prorated basis

ARTICLE XXIV COURT TIME

Employees who are required as part of their official duties to attend court at a time when they would otherwise be off duty which does not continuously precede or follow the employee's regularly scheduled working hours will receive a minimum of two (2) hours pay at time and one half. Such hours will count as hours of work for overtime purposes.

Bargaining unit members will be given 24 hours notice of court cancellations, and will not be paid if court is cancelled with at least 24 hours notice. If a bargaining unit member is given less than 24 hours notice, that employee shall have the option of accepting the cancellation without pay or reporting to the station to perform assigned duties for two (2) hours.

ARTICLE XXV INSURANCE

The Village will provide medical, life and disability insurance benefits to Employees and their eligible dependents on the same basis as is provided to other non-bargaining unit Village employees. The Village reserves the right to change any and all terms of such benefits including, but not limited to: insurance carriers, self-insurance or risk pools; medical providers; covered benefits; maximum limits; employee contributions; deductibles; and co-payments, so long as such changes apply equally to other non-bargaining unit employees of the Village.

Notwithstanding the above paragraph, for those Employees who wish to participate in the Village's health insurance plans, the premium share is 85/15, with the Village share at 85% and the Employee share at 15%.

ARTICLE XXVI VACATION

Section 1 - Vacation Accrual and Usage

Employee is to be granted annual vacation leave according to the following schedule:

1 to 5 years of service

80 hours

6 to 10 years of service	120 hours
11 to 20 years of service	160 hours
Over 20 years of service	200 hours

Employees shall accrue paid vacation credits on a bi-weekly basis according to the following scale:

80 hours annual leave at a rate of 3.08 hours/pay period
120 hours annual leave at a rate of 4.62 hours/pay period
160 hours annual leave at a rate of 6.15 hours/pay period
200 hours annual leave at a rate of 7.69 hours/pay period

Vacation requests shall be submitted December 1-December 31. These requests shall be assigned by Seniority subject to scheduling and manning requirements. All other vacation requests shall be approved at the discretion of the Chief who shall consider, among other things, the needs of the Department, the Employee's Seniority Employee preference, and Length of Vacation Request. Vacation leave normally must be taken in weekly segments, but at the discretion of the Chief or his designee may be taken in increments of 1 day or more. However, vacation requests of five (5) consecutive days or more, including regular days off (RDO), will be given preference over single day requests. Such vacation requests shall not unreasonably be withheld and cannot be cancelled unless agreed upon by the Chief or his designee. Only one employee per shift shall be granted time off unless if the Chief (or his designee) in his discretion allows another employee on the same shift to be off.

A maximum of three times (3x) the annual vacation accrual may be carried over from one calendar year to the following calendar year.

Section 2 - Vacation Buyback

Members may elect to redeem to the Village up to one (1) full week of unused vacation time by filing a written request with the Police Chief during the month of December of each year, to be paid to the member at their then regular straight time hourly rate of pay.

ARTICLE XXVII TRAVEL AND MEAL EXPENSES

Employees who are required to use their personal vehicle on Village business shall be reimbursed at the IRS rate upon submission of appropriate documentation.

Employees who are required to travel outside of the Village (except for court and other such regular assignments that take them out of the Village) will be provided meal expense reimbursement as follows: \$5.00 breakfast \$7.50 lunch \$15.00 dinner Meal expenses shall be paid in advance, provided the employee gives the employer 30 days advance notice. All employees are required to complete "Travel Expense Report Estimate" prior to requesting reimbursement. Failure to do so may result in not receiving reimbursement.

ARTICLE XXVIII UNIFORMS

The Village will provide new officers with customary uniform items. Upon conveyance of "old" uniform items, based on the sole discretion of the Chief of Police, additional items may be distributed. An Employee who requires a uniform article to be replaced must present the article to the Chief or his designee prior to the issuance of a purchase order,

ARTICLE XXIX NO PYRAMIDING

There shall be no pyramiding of premium pay under any provision of this Agreement.

ARTICLE XXX DISCIPLINE AND DISCHARGE

Section 1 - Board of Fire and Police Commissioners

The parties recognize that the Board of Fire and Police Commissioners of the Village of Frankfort has statutory authority over the employees covered by this Agreement and expressly agree that any and all matters within the jurisdiction and purview of the Board of Fire and Police Commissioners shall be determined by the Board in accordance with the rules and procedures applicable thereto and that such rules and procedures shall be the sole and exclusive remedy for all matters within the jurisdiction or purview of the Board. Such matters are expressly excluded from the grievance procedure.

Section 2 - Discipline and Discharge

The parties recognize the principles of progressive and corrective discipline and said discipline should occur in a timely fashion. Disciplinary action or measures may include the following:

- Oral Reprimand
- Written Reprimand
- Suspension (Notice to be given in writing)
- Discharge

Disciplinary action may be imposed upon an employee only for just cause. Disciplinary action or measure imposed upon an employee may be processed as a grievance only as set forth in the Section 4 on Disciplinary Grievances.

If the Village has reason to reprimand an employee, it shall be done in a manner that should not embarrass the employee before other employees or the public.

Section 3 - Limitation

The Village's agreement to use progressive and corrective disciplinary action does not prohibit the Village in any case from imposing discipline which is more or less severe than set forth above.

Section 4 - Disciplinary Grievances

Disciplinary matters not within the purview or jurisdiction of the Board of Fire and Police

Commissioners shall be subject to the Grievance Procedure up to and including arbitration. Disciplinary matters within the purview or jurisdiction of the Board of Fire and Police Commissioners are not subject to arbitration, the right to arbitration of such matters is waived herein.

ARTICLE XXXI 457 RETIREMENT PLAN

Employees shall be allowed to participate in the Village's 457 Retirement Plan at the same terms and conditions afforded to all Village employees generally,

ARTICLE XXXII GENERAL ORDERS

The Employer agrees to post or make available in the department a copy of its applicable work rules where such rules exist in writing. Whenever the Employer changes rules or issues new rules applicable to employees, the Union will be given at least five (5) days' prior notice, absent emergency, before the effective date of the work rules in order that the Union may discuss such rules with the Employer within that five (5) day period before they become effective if the Union so requests.

ARTICLE XXXIII GENDER

The masculine form used herein shall be deemed to include the female gender so that all references shall be neuter.

ARTICLE XXXIV TRAINING

Employees required to attend training outside of the Village of Frankfort (except bordering villages), shall be compensated on a day for day basis for single eight (8) hour, full-day, classes. (Ex: An employee scheduled to work a twelve (12) hour day shall be considered compensated for twelve (12) hours of pay and mileage, whether the training lasts twelve (12) hours or less). For multi-day classes, work hours will be arranged to allow maximum usage of any scheduled work hours prior to incurring overtime. (Ex: an employee is scheduled to work two (2) shifts during a scheduled three eight (8) hour per day training seminar. No overtime would be incurred as both the scheduled shifts and the training times would equal twenty-four (24) hours.)

Employees required to attend training inside the Village of Frankfort (or bordering village), shall be required to account for the twelve (12) hours duty time. Should any inside training class end early, the employee(s) shall report to the on duty watch commander and be assigned work as necessary to offset for the total shortfall. (Work may consist of further training opportunities within the Village or other work as needed within their job assignment). Employees may use earned time off to make up any shortfall with the pre-approval of their supervisor or the approval of the on duty watch commander. Trainings lasting less than eight (8) hours will be compensated at the officer' per hour rate.

Training within the 35 mile residence limit is considered normal commute and no compensation is given for commute.

Employees attending PTI shall be compensated at the rate of 80 hours per pay period while in basic training.

ARTICLE XXXV RESIDENCY

All Employees shall reside within 35 road miles of the intersection of Route 45 and Route 30.

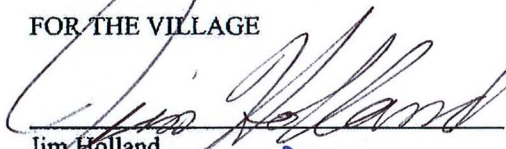
ARTICLE XXXVI TERM OF AGREEMENT


This Agreement shall be effective the 1st day of May, 2018 and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2022. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than seventy-five (75) days prior to the anniversary date unless the parties mutually agree otherwise.

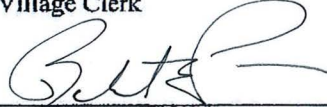
Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least five (5) days written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

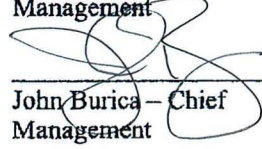
Executed this 5th day of November, 2018.

FOR THE VILLAGE



Jim Holland
Village President



Adam Borrelli
Village Clerk



Robert Piscia – Administrator
Management


John Burica – Chief
Management

Illinois Fraternal Order of Police
Labor Council


Roy Carlson
Attorney


Union Steward


Bargaining Team

ARTICLE XXXVI TERM OF AGREEMENT

This Agreement shall be effective the 1st day of May, 2018 and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2022. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than seventy-five (75) days prior to the anniversary date unless the parties mutually agree otherwise.

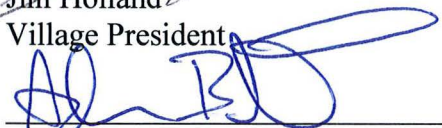
Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least five (5) days written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

Executed this 5th day of November, 2018.


FOR THE VILLAGE



Jim Holland
Village President



Adam Borrelli
Village Clerk



Robert Piscia – Administrator
Management



John Burica – Chief
Management

Illinois Fraternal Order of Police
Labor Council

Roy Carlson
Attorney

Union Steward

Bargaining Team

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 unit 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 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.



Illinois Labor Relations Board

Jodi Marr
(217) 785-4141
Jodi.Marr@illinois.gov

January 3, 2019

Jim Holland
Village President
432 W. Nebraska St.
Frankfort, IL 60423-1424

Via e-mail: rheise@fop.org

Roy Carlson
Illinois FOP Labor Council
5600 S. Wolf Rd., Suite 120
Western Springs, IL 60558-2268

Re: Assigned Contract Number

Dear Mr. Holland and Mr. Carlson:

Please be advised that the information provided below is the contract number that should be referenced when submitting any correspondence to this office.

<u>Contract No.</u>	<u>Parties</u>	<u>Expires</u>
2022-04-050	Village of Frankfort & Illinois Fraternal Order of Police Labor Council (S-RC-14-055 full-time Peace Officers)	4/30/2022

We trust this information will be of assistance to you.

Sincerely,

Jodi M. Marr
Mediation/Arbitration Coordinator