

RESOLUTION NO. 29-21

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

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

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

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

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

WHEREAS, the contract between FOP Unit 821 and the Village expired on April 30, 2021; and,

WHEREAS, the Parties have negotiated in good faith and have agreed to terms for a successor contract; and,

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

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

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

Section 2. Approval of Agreement. The Village Board of Trustees hereby approves the Collective Bargaining Agreement, attached hereto as **Exhibit A**, between the Village of Chatham and the Fraternal Order of Police, Unit 821, and authorizes the Village President and Village Clerk, or Village Police Chief and Legal Counsel to execute same.

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

SO RESOLVED this 27 day of July, 2021.

	YES	NO	ABSENT	PRESENT
KRISTEN CHIARO	✓			
ANDREW DETMERS	✓			
MEREDITH FERGUSON	✓			
BRETT GERGER	✓			
MATT MAU	✓			
PAUL SCHERSCHEL	✓			
DAVE KIMSEY				
TOTAL	6	0		

APPROVED by the President of the Village of Chatham, Illinois this 27 day of July, 2021.


Dave Kimsey, Village President

Attest:



Dan Holden, Village Clerk

EXHIBIT A
COLLECTIVE BARGAINING AGREEMENT

ILLINOIS FOP LABOR COUNCIL

and

VILLAGE OF CHATHAM

Patrolmen and Dispatchers

May 1, 2021 – April 30, 2025

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



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ARTICLE 1 – INTRODUCTION

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

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

ARTICLE 2 – RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters relating to wages, hours, and other terms and conditions of employment of all members of the bargaining unit. The unit includes all full-time sworn police officers and dispatchers employed by the Village of Chatham and excludes The Chief, Deputy Chief, Sergeant, and all other employees of the Village of Chatham, and all others excluded by the IPLRA. The Union recognizes its responsibility as a bargaining agent and agrees to fairly represent all employees in the bargaining unit, whether they are or are not members of the Union.

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

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

No matter concerning the discipline, layoff or termination of a probationary employee will be subject to the grievance and arbitration procedures as set forth in this collective bargaining agreement.

ARTICLE 3 – LEAVES OF ABSENCE

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

Section 3.1. Funeral Leave

All full-time employees of the Village of Chatham will receive up to three (3) fully paid days off to attend the funeral and take care of personal matters related to a death which occurs in that employee’s immediate family which shall be taken within two (2) weeks from the time of death. Immediate family herein shall be defined as a spouse, child or grandchild, parent, grandparent, and siblings, and equivalent relatives of an existing spouse. The Village shall comply with the requirements of Illinois Child Bereavement Leave Act (see 820 ILCS 154/1 et seq.).

The Village may require documentation for such leave requests on a case by case basis.

Section 3.2. Military Leave

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

Section 3.3. Educational Leave

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

Section 3.4. Injury Leave

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

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

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

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

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

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

Section 3.5. Sick Leave

- A. All employees covered by this Agreement shall be entitled to sick leave which will be earned at the rate of eight (8) hours per month for full-time employment. Employees may use sick leave in half hour increments. Employees may accumulate up to nine hundred and sixty (960) hours. If an employee has accumulated nine hundred and sixty (960) hours, the employee may receive four (4) hours of personal time for each day he would have earned as sick leave had he not previously accumulated nine hundred and sixty (960) hours.
- B. Sick leave may be taken for personal illness or illness of the employee's spouse, minor child, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. Sick leave may be taken in hourly increments. Personal illness includes illness, disability or injury, and disability due to pregnancy and the complications of pregnancy.
- C. To the extent that such employee or family member's injury or illness qualifies as a serious health condition under the Family and Medical Leave Act (FMLA), the employee will be required to use accrued sick or other available leave time, which shall run concurrently with available FMLA time.
- D. If an employee uses five (5) occurrences in a ninety (90) day period or in other cases where reasonable grounds exist to suspect that sick leave is being abused, the Employer will require a physician's certificate as a condition to allowing sick leave; the Employer being responsible for the co-payment, if any from a health care provider stating that he or she has treated the employee for the illness or disability, which kept the employee from duty, and the employee was unable to perform the duties of his/her employment within the whole period he or she was absent from duty. In the case of an illness or disability of an employee's spouse or child, which causes an absence by the employee of more than three (3) consecutive days, unless sick leave abuse is suspected, the Village Manager will require a statement from a health care provider stating that he or she has treated the employee's spouse or child for the illness or disability which kept the employee from duty. The Village Manager may investigate said absences as to whether the employee, spouse or child is sick and the employee is thus unable to perform the duties of his or her

employment. If the report shows that the employee was so incapacitated and if the report is approved by both the Chief of Police and the Village Manager, the employee shall be entitled to sick leave pay in accordance with the paragraph immediately above on the day or days when he or she would have otherwise been scheduled to work but for his or her sickness.

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

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

1. a pattern of sick leave usage such as repeated use of sick leave in conjunction with regular days off, approved leave days or holidays.
 2. a pattern of sick leave usage such as repeated use of sick leave on a particular day of the week.
 3. a pattern of undocumented sick leave usage.
 4. repeated use of sick leave benefits as they are earned.
 5. using sick leave and engaging in activities during the employee's normal work hours which indicated ability to work.
- E. Nothing in this Agreement prevents the use of fitness examinations in cases where the Chief reasonably suspects the employee is suffering from a physical or mental condition which hinders the employee from performing duties required of the position. Fitness examinations shall be with a physician specified by the Employer, and at Employer expense, without loss of wages or benefits.
- F. If sick leave is used prior to a holiday observed by the Village, and said employee works the holiday, said employee is not eligible for triple time pay unless the time is pre-approved. Said employee shall be paid at a regular days' wage for working the holiday.

Section 3.6. Family and Medical Leave Act

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

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

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

Section 3.7. Compensatory Leave

Employees shall request such leave on electronic scheduling software when scheduling time off. It must be approved by a Supervisor prior to taking said time off. Compensatory time off shall not be allowed if granting the same would result in manpower shortage or if granting leave would necessarily result in overtime pay. Only sixty (60) hours may be carried forward to the following calendar year. Compensatory time may be accumulated to a maximum of one hundred twenty (120) hours per calendar year.

Section 3.8. Maternity and Paternity Leave

Employees may use accumulated benefit time while on maternity or paternity leave. Said leave shall be up to four weeks.

ARTICLE 4 – EMPLOYEE RIGHTS

Section 4.1. Bulletin Boards

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

Section 4.2. Holidays

- A. As of calendar year 2020/2021, the following days shall be recognized and observed as paid holidays:

New Year's Day (January 1)

Memorial Day (May 30)

Independence Day (July 4)
Labor Day (First Monday in September)
Veteran's Day (November 11)
Thanksgiving Day (the fourth Thursday in November)
Christmas Day (December 25)

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

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

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

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

- D. If sick leave is used prior to a holiday observed by the Village and said employee works the holiday, said employee is not eligible for triple time pay unless the time is pre-approved. Said employee shall be paid at a regular days' wage for working the holiday.

- E. Officers/Dispatchers may be excused by for the entire holiday or part of the holiday as determined by the Chief or his/her designee. Such an excused absence shall receive standard pay.

Section 4.3. Personal Days (Officers)

Effective in calendar year 2018, eight (8) days with full pay shall be granted to Officers for personal leave for the purpose of attending to personal, legal, household or family matters that require absence during working hours. Except in emergencies, the Officer shall request such leave using the designated software provided by the Employer, processed by the Chief at least two (2) working days in advance of the date requested. Personal days shall not be allowed if granting the same would result in manpower shortage or if granting personal leave would necessarily result in overtime pay. The Employer agrees to create a maximum of two overtime positions per day for Officers, if additional manpower is deemed necessary by the Chief or his/her designee. Overtime opportunity will be offered based upon departmental seniority. In no event may an Officer volunteer for more than 12 hours in a twenty-four hour period. Nor will an Officer be forced to work more than 16 hours in a twenty-four hour period. The Union agrees to split the personal time allowance per current practice.

Section 4.4. Personal Leave (Dispatchers)

Full-time Dispatchers shall receive sixty-four (64) hours of Personal Leave. Said personal leave shall be distributed thirty-two (32) hours per half to the total of sixty-four hours per year. The hours will be distributed at the same times each year: January 1st and July 1st. No days/hours shall be carried forward to the following calendar year. The days may be used in any time increments within timekeeping policy at the Dispatcher's discretion, with the approval of the Chief or his/her designee.

Section 4.5. Layoff

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

shall accrue seniority while laid off from the Department. However, all service earned prior to being laid off shall be reinstated to an employee upon recall.

Section 4.6. Hourly and Overtime Pay (Officers)

- A. Hourly and overtime pay shall be calculated and paid to Officers as provided in this Agreement.
- B. In lieu of overtime compensation, at the discretion of the Officer with mutual agreement of the Chief, the Officer may earn compensatory time at the rate of one hour for hour basis for each hour worked for which overtime would otherwise be paid. Compensatory time may be accrued up to a maximum of one hundred and twenty (120) hours. Any Officer who has accrued one hundred and twenty (120) hours of compensatory time shall, for additional overtime hours of work, be paid overtime compensation. Time off taken must match the time off request as made through the Village's scheduling software.
- C. Use of compensatory time must result in no other Officer incurring overtime. Compensatory time off will not be available unless the department is at full staffing. If any Officer has accrued more than sixty (60) hours of compensatory time as of December 1st of the calendar year, the Officer shall be paid for that compensatory time at that Officer's straight-time hourly rate.

Section 4.7. Holidays (Dispatchers)

In December of each year an e-mail thread will be sent out for Dispatchers to request which holidays they want off. This will be done by seniority and each Dispatcher will take one holiday at a time until everyone has had a chance then we will start back over at the top until they are all taken. Once all the holidays are taken a supervisor will submit those requests into the schedule. A Dispatcher may still request to take off on a holiday but it will only be granted if the hire back is filled. Those Dispatchers who work on a holiday shall be paid straight time for all hours actually worked in the addition to their holiday pay rate of 1.8 times base salary. If a Dispatcher does not work on a holiday, they will get 8 hours of comp time put into their comp bank. When a Dispatcher is called in from his/her regular day off on the actual day of a holiday, or has to come in early or stay over their regular shift to cover a call off, he/she shall be paid at the Village's holiday pay rate.

Section 4.8. Work Day (Officers)

- A. The Chief will designate yearly regular shifts. Said shifts may be twelve (12) hour, or 84 hours over two weeks, ten (10) hours or said shifts may be eight (8) hours consistent with the schedule then in effect. If said regular designated shifts change, the Chief will provide reasonable notice to the Officers and to Union. Shift adjustments may be made by the Chief or his designee on an operational need basis.

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

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

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

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

Section 4.9. Meals and Breaks

All employees will receive a 30 minute paid lunch break during their shift. As long as there are three employees in addition to the Dispatcher or their partner Dispatcher working, a Dispatcher may utilize their break time. Each employee will receive two 15-minute paid breaks, one that can be taken in the first half and one in the second half of their shift with the same instances as listed above. Employees may combine their breaks to create a one hour lunch period.

Section 4.10. Shift Overtime (Officers)

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

Section 4.11. Call Back Time (Officers)

- A. All call back time shall be paid at the rate of one and one-half (1½) times the Officer's regular hourly rate of pay.
- B. Call back time will, in all cases, be paid at a minimum of two (2) hours or actual time worked, whichever is greater.
- C. Call back is defined as an official assignment of work or training which does not continuously precede or follow an Officer's regular scheduled working hours.

Section 4.12. Mandatory Department Functions (Officers)

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

Section 4.13. Court Time (Officers)

Court time shall be paid as follows:

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

Section 4.14. Range Ammunition (Officers)

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

Section 4.15. Overtime (Officers)

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

- A. Any Officer may be assigned to work a specific case or detail due to knowledge, experience, or appropriateness for a particular type of case in the discretion of the Chief. The Employer agrees to create a maximum of two overtime positions per day for Officers if additional manpower is deemed necessary by the Chief or his/her designee. Overtime opportunity will be offered based upon departmental seniority. In no event may an Officer volunteer for more than 12 hours in a twenty-four hour period. Nor will an Officer be forced to work more than 16 hours in a twenty-four hour period.
- B. When there is a need to fill a shift, the following procedure shall be utilized:

A call-off will be entered into the scheduling software giving notice to all officers of an open shift. Officers will have until one (1) hour prior to the scheduled shift to respond to the overtime request. An officer may take the overtime after the one

(1) hour window closes if the officer being forced agrees to relinquish the shift. If this does not resolve the following procedure will take place:

1) To fill the first half of the shift:

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

2) To fill the second half of the shift:

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

3) Call back pay: Any Officer who has completed his scheduled work period and who, after having left work, is called back to work on that day for emergency reasons as authorized by the Chief of Police, shall receive a minimum of two (2) hours work and receive two (2) hours pay at the appropriate rate as outlined in Article 4, Section 6, of this Agreement.

C. If the Village becomes aware of a need to fill a shift more than ninety-six (96) hours prior to said shift(s), the following procedures may be utilized:

1) The Chief or his designee shall send out a notice via electronic means to all CPD Officers saying that an overtime shift is available and that there is a need for a CPD Officer, beyond the sergeant, to fill the overtime and such said overtime shift shall be filled based on seniority.

2) An overtime shift sign-up sheet may be.

3) Overtime posted for voluntary hire back must be given to the person wanting the whole shift (by seniority). If not filled, can be split (by seniority).

4) Time off request creating the need for hire backs must be submitted at least seventy-two hours in advance.

5) Forced overtime shifts of less than four hours may be voluntarily covered by the oncoming or outgoing Officers, otherwise it will be evenly split.

- 6) In circumstances where less than twenty hours is given prior to the beginning of a shift, the more senior Officer may bump a less senior Officer up until one hour prior to the start of the shift.
- 7) Cancellation of filled hire back shifts (for time off requests) must be accomplished twenty-four hours before the shift unless agreed upon by both the Officer taking the time off and the Officer who accepted the hire back shift.
- 8) Any benefit time may be utilized (for last minute requests) other than sick time, provided that no overtime is created.
- 9) If an Officer volunteers for a hire back shift and that overtime request is approved, it is the volunteering Officer's responsibility to work said shift or find someone else who will work said shift.

Section 4.16. Seniority Shift Sign-Up (Officers)

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

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

Section 4.17. Time (Officers)

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

Section 4.18. Health and Safety

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

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

Section 4.19. Funeral Expenses (Officer)

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

Section 4.20. Reimbursement for Meals

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

Section 4.21. Residency

Employees are expected to live and be within a thirty (30) minute response time to the Village Hall of Chatham. If an Employee currently resides outside of Sangamon County and/or outside the thirty (30) minute response time, upon signature of this Agreement, said Employee shall be deemed "grandfathered" in prior to this Agreement and said residency will be accepted. If said grandfathered employee moves, he shall be compliant with this residency requirement. All newly hired employees shall be compliant with this residency requirement.

Section 4.22. Lunch

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

Section 4.23. Dispatcher Shifts

Dispatcher's regular hours shall be determined by the Chief or his/her designee. A Dispatcher will be notified of an assigned shift change by email and PLANIT text alert with at least a twenty-one (21)-day notice.

The Dispatcher must utilize four (4) ten (10) hour shifts when the schedule dictates said ten (10) hour shifts, this occurs approximately eight (8) times per year. A Dispatcher may work up to 12 hours per day during their ten (10) hour shift work week in order to get their 10's over sooner, however those extra two hours will only be allowed if there is only one other Dispatcher working at the time so there are not three Dispatchers on at a time. A Dispatcher can work before or after their normal 8-hour shift during their (10) hour work week but must remain their normal 8-hour shift time. Dispatchers will be allowed to use any of their time off banks, excluding their sick time banks, to take off for their extra hours during their 10-hour shift week. The Chief of Police may assign a Dispatcher 10 hour shifts to a set time but must give that Dispatcher at least a 48-hour notice. If a Dispatcher is adjusted for their 10-hour shift to stay over on an actual holiday, they will be paid the holiday rate for time worked during the actual holiday.

When an overtime shift becomes available it will be entered into the Village's scheduling software. Each Dispatcher will be given the opportunity to sign up for the shift. The hire back will be given

to the dispatcher that signed up for the shift with the highest seniority. Dispatchers will be paid at the rate of 1.8 for all authorized overtime beyond the scheduled work day. In case of an emergency where a Dispatcher is called into work, the Dispatcher will get a minimum of 2-hour overtime pay.

Section 4.24. Shift Adjustments

Shift adjustments may occur with a minimum of twenty- one (21) days notice unless the adjustment is voluntary.

ARTICLE 5 – BILL OF RIGHTS

Section 5.1. Suspension, Dismissal, or Loss of Pay (Officer)

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

Section 5.2. Personal Disclosure (Officer)

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

Section 5.3. Right to Bring Suit (Officer)

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

Section 5.4. Release of Photographs to Media

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

Section 5.5. Nongovernmental Agencies

The Police Department shall not compel an Officer under investigation to speak to, testify before, or to be questioned by any nongovernmental agency relating to any matter or issue under its

investigation. This provision does not relieve an Officer from testifying in legal proceedings in which the State, Chief, or the Department is a party. Officers shall be required to answer truthfully and fully all questions posed by the Chief, Deputy Chief or other police agency regarding the Officer's official duties.

Section 5.6. Testing

The Union would agree to modify the drug testing in a manner consistent with the existing vendors standard panel provided that all documentation associated with this vendor is attached as an addendum to the contract. The term "illegal drug" includes cannabis and cannabis infused products.

Alcohol and/or Illegal Drug Policy

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

- (a) consuming or possessing alcohol at any time during the workday or anywhere on any Village premises or job sites, including all Village buildings, properties, vehicles and the employee's personal vehicle while engaged in Village business unless such consumption or possession of alcohol is performed in the course of his official duties;
- (b) possessing, selling, purchasing, consuming or delivering any illegal drug at any time, provided that employees may purchase, possess or deliver illegal drugs in the course of their official duties;
- (c) being under the influence of alcohol or having a concentration of alcohol greater than .02 based upon the grams of alcohol per 100 milliliters of blood during the course of the workday or when reporting for scheduled work;
- (d) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking;
- (e) consuming or possessing illegal drugs at any time, on or off duty, provided that employees may possess illegal drugs in the course of their official duties.

Drug and Alcohol Testing Permitted

Where the Village has reasonable suspicion to believe that an employee is then under the influence of alcohol or illegal drugs during the course of the workday, the Village shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. The

Village Manager and the Chief must certify their reasonable suspicions concerning the affected employee prior to any order to submit to the testing authorized herein. The foregoing shall not limit the right of the Village to conduct such tests as it may deem appropriate for persons seeking employment as police officers or dispatchers prior to their date of hire.

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

Order to Submit to Testing

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

Officer-Involved Shooting

The following policy and rules will be followed in the investigation of the use of deadly force or officer-involved shooting:

- (a) The policy of the Chatham Police Department is to request the Illinois State Police (ISP) to investigate incidents wherein an Officer who during the performance of their official duties or in the line of duty, discharges their firearm resulting in injury or death of another. The Chief or his designee at the time of a police-involved incident in which deadly force was used or there has been an officer-involved death or officer-involved shooting, shall be responsible for contacting ISP for the purpose of conducting an investigation.

- (b) Pursuant to 50 ILCS 727/1-25 an Officer who during the performance of their official duties or in the line of duty, discharges their firearm resulting in injury or death of another, shall submit to drug and alcohol testing, said testing will be consistent with the below “Tests to be Conducted” section.
- (c) It is the policy of the Chatham Police Department that the Officer who fired their weapon resulting in injury or death to another will be taken to a local Hospital as soon as practicable following the incident but before the officer's end of shift. The Officer's shift may be extended so that said testing can occur. The Officer will be accompanied by command personnel who will stay with the Officer and observe the collection of blood and urine samples. Said samples shall be split samples and in alignment with said testing procedures as specified below in the “Tests to be Conducted” section.
- (d) The testing agent will obtain and send said sample to a testing facility and/or lab as specified within Village policy and the collective bargaining agreement. The results of said samples shall be supplied to the command officer.

Tests to be Conducted

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

- (a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that is accredited by SAMHSA;
- (b) ensure that the laboratory or facility selected conforms to all SAMHSA standards;
- (c) establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of such chain custody;
- (d) collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test, and a sufficient amount to be reserved for later testing if requested by the employee;
- (e) collect samples in such a manner as to preserve the individual employee's right to privacy and to insure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where there is reasonable belief that the employee has attempted to compromise the accuracy of the testing procedure;

- (f) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate accepted method that provides quantitative data about the detected drug or drug metabolites;
- (g) provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility or the employee's own choosing, at the employee's own expense; provided the employee notifies the Village Manager within seventy-two (72) hours of receiving the results of the tests and provides a written copy of the subsequent test results to the Village Manager;
- (h) require that the laboratory or hospital facility report to the Village that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Village inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the Village will not use such information in any manner or forum adverse to the employee's interests;
- (i) require that with regard to alcohol testing, for the purpose of determining whether the employee is impaired, test results that show an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive. (Note: the foregoing standard shall not preclude the Village from attempting to show that test results between .02 and .04 demonstrate that the employee was impaired, but the Village shall bear the burden of proof in such cases);
- (j) provide documentation of a positive test result to the employee including a copy of all information and reports received by the Village in connection with the testing and the results;
- (k) ensure that no employee is the subject of any adverse employment action except emergency temporary reassignment with pay during the pendency of any testing procedure. Any such emergency reassignment shall be immediately discontinued in the event of a negative test result.

Right to Contest

The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results of any other alleged violation of this Agreement. Such

grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same at their own discretion, with or without the assistance of the Union.

Voluntary Requests for Assistance

The Village shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, solely by reason of such seeking of treatment, counseling or other support, other than the Village may require reassignment of the employee 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 employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Village shall not be used in any manner adverse to the employee's interests, except reassignment as described above.

Discipline

Employees who voluntarily seek assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action by the Village by reason of seeking such assistance. Employees ordered to submit to drug or alcohol testing under this article who test positive to both the initial and the confirmatory test for drugs or are found to be under the influence of alcohol may be disciplined up to and including discharge. If such employee is not discharged, his continued employment is conditioned upon:

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

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

The foregoing shall not be construed as an obligation on the part of the Village to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the

duties of an employee or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence pending treatment. When an employee voluntarily submits to treatment for alcohol or drug abuse, any discipline imposed upon such employee shall not be increased or imposed solely due to the employee's submission to such treatment. Employees who are taking prescribed or over-the-counter medication that has adverse side effects which interfere with the employee's ability to perform his normal duties may be temporarily reassigned with pay to other more suitable police duties.

Fitness for Duty

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

Confidentiality of Employee Assistance Program

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

Positive Results

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

INITIAL TEST

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

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

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

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

* Delta-9-tetrahydrocannabinol-9-carboxylic acid

** Benzoyllecognine

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

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

Administrative Leave for Critical Incidents

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

Felony Indictment

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

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

When an employee is formally charged with a felony and such charge results in anything other than a finding of guilty, the Village shall make the employee whole for any regular wages, accrued benefits and seniority forfeited between the time the employee was placed on administrative leave without pay and the time of the ruling and/or decision by the court or the State's Attorney. It is understood that any disciplinary suspension or termination related to the criminal offense or felony charge is subject to the grievance procedure, and that the determination of any forfeited compensation, if any, will be based on the settlement of the grievance or the decision of the labor arbitrator.

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

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

ARTICLE 6 – NO STRIKE

Section 6.1. No Strike/No Lock-Out Commitment

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

Section 6.2. Resumption of Operations

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

Section 6.3. Union Liability

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

Section 6.4. Discipline of Strikers

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

ARTICLE 7 – EMPLOYEE SECURITY

Section 7.1. Just Cause Standard

- A. No non-probationary employee covered by this Agreement shall be suspended without pay, disciplined or terminated without just cause.
- B. All discipline as referenced in Article 8 shall be subject to the grievance procedure. The Village Board of Fire and Police Commissioners shall hear and determine cases of employee discipline, unless the employee waives, in a form acceptable to the Chief, any and all right or claim that discipline may be determined and imposed only by the Board of Fire and Police Commissioners, in which event discipline shall be reviewed in accordance with the grievance procedure. Any discipline imposed

pursuant to the grievance procedure shall be as effective, and of the same legal force and effect as if imposed by the Board of Fire and Police Commissioners. If the employee waives a hearing before the Board of Fire and Police Commissioners, then the FOP shall not take the position that such waiver was contrary to law or any provision of this Agreement.

Section 7.2. File Inspection

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

Section 7.3. Limitation on Use of File Material

At a reasonable time prior to review of any disciplinary action, an employee may review the contents of his/her personnel file. Any material, in fact contained within the personnel file but not made available for inspection, shall not be used in any review of disciplinary action unless provided to the employee a reasonable time prior to hearing in review of discipline. However, this section shall not require the making or keeping of any particular records.

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

Section 7.4. Request to Remove Discipline

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

ARTICLE 8 – DISCIPLINE AND DISCHARGE

Section 8.1. Definition

- A. Discipline shall include and be limited to the following:
 - 1) Oral or written warnings (by the Chief or Deputy Chief or Sergeant);
 - 2) Suspension without pay (according to Village of Chatham Police Commission rules in effect from time to time);
 - 3) Discharge (according to Village of Chatham Board of Fire and Police Commission rules in effect from time to time); and

- B. Causes for discipline shall include violations of the Board of Fire and Police Commission rules, standard operating procedures, or conduct which causes unreasonable risk to persons or property.

Section 8.2. Suspension

Suspensions without pay will not be served until there is a pre-deprivation meeting with the Chief or his designee. The Chief or his designee will attempt to provide a minimum of twenty-four (24) hours' notice prior to the pre-deprivation meeting which is to be held within a reasonable time from date of the suspension notice. The suspension without pay may be grieved in accordance with the grievance procedure or with the Board of Police and Fire Commission rules. If the arbitrator renders an award in favor of the employee, the Employer shall reimburse the employee immediately in accordance with the award unless there is an appeal of said award filed.

ARTICLE 9 – GRIEVANCE PROCEDURE

Section 9.1. Definition

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

Section 9.2. Procedure

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

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

fails to respond within the time limits set forth above, the Union will have the right to process the grievance to the next step.

B. Step Two

- 1) If the grievance is not settled in Step One, the grievance shall be referred to arbitration by written request by the Union, made within ten (10) days of the Employer's answer in Step One.
- 2) The parties shall request a panel of seven (7) arbitrators with the designation of a juris doctorate from the Federal Mediation and Conciliation Service with the specification of a regional area. Each party may reject one (1) entire panel, in which case a second panel shall be requested from FMCS. If the parties fail to agree to an arbitrator from the panel (after any panel has been rejected), the parties shall alternately strike names (the Union striking first) until only one (1) name remains, who shall be the arbitrator. Unless the parties agree otherwise in writing, one side must notify the other of the striking of an entire panel within thirty (30) days of its receipt of the first arbitration panel from FMCS. Unless the parties agree otherwise in writing, the parties must agree to an arbitrator, or strike names from the panel within thirty (30) days. If either party fails to select the arbitrator in the time required by this agreement, the other party may request FMCS to appoint an arbitrator. Moreover, the parties may skip said filing for an arbitration panel and mutually agree to the selection of a specified arbitrator.
- 3) The arbitrator shall issue a decision not later than thirty (30) calendar days from the date of submission of briefs by the parties after hearing unless the parties agree to an extension thereof.
- 4) The decision of the arbitrator shall be in writing and shall set forth the findings of fact, reasons, and conclusions as to the issues submitted.
- 5) The decision of the arbitrator shall be final and binding upon all parties concerned. The decision of the arbitrator can be appealed by either party to the court system.
- 6) The cost of arbitration shall be borne equally by the Employer and the Union. The fee and expenses of the arbitrator includes costs associated with the arbitration and the costs of the court reporter, written transcript shall be divided equally between the Village and the Union; however, each party shall be responsible for compensating its own representatives and witnesses.

- 7) The arbitrator may interpret the Agreement, but shall have no right to ignore, add to, take from, or modify any of the provisions of the Agreement.

ARTICLE 10 – SENIORITY

Section 10.1. Definition

As used herein, the term "seniority" shall refer to and be defined as the continuous length of service of employment covered by this Agreement from the date of hire as an employee. Probationary personnel shall not accrue any seniority rights until the completion of the probationary period. For Dispatchers, seniority shall prevail in terms of layoffs, time off requests, and overtime.

Section 10.2. Vacation Scheduling (Officers)

- A. All regular Officers shall be entitled to vacation time with pay under the following schedule:
 - 1) Officer, from the date of hire until five (5) years of service, shall receive eighty (80) hours;
 - 2) Officers who have completed more than five (5) years of full-time service but less than ten (10) years of service shall receive one-hundred twenty (120) hours;
 - 3) Officers who have completed more than ten (10) years of full-time service but less than fifteen (15) years of service shall receive one-hundred sixty (160) hours;
 - 4) From the completion of fifteen (15) years of service the employee shall receive eight (8) additional hours per year up to a maximum of forty (40) additional hours; and,
 - 5) Vacation requests may be submitted but are not a guarantee of time off. Officer should not rely on the form submitted as approval.

- B. Before February 1st of each year Officers may select up to two weeks' vacation time to which they are entitled on the basis of seniority. After all eligible Officers have selected or had the opportunity to select their first two weeks, Officers may then sign up for one week based on seniority, periodic days, or day to day basis for the remaining vacation on the basis of seniority. Such selection is not limited to the first quarter of the calendar year, but may be selected from any quarter of the calendar year. The Chief reserves the right to adjust vacation schedules to accommodate seasonal operations, significant revisions in the organization, work assignments or the number of personnel employed. All time off requests will be

completed by February 1st and the Department will have all time off approved or denied by March 1st. Time off requests prior to March 31 will be awarded on first come first serve basis. Time off requests during this time period will count as either extended vacation picks or periodic picks for that year. Officers will be able to request time off for this period on December 1st of the previous year.

- C. After February 1st, vacation time shall be available on a first-come basis. If seniority is equal, first right to selection shall be settled by drawing lots.
- D. Requests for vacation time of five (5) days or more consecutive working days must be submitted to the Chief or his designee prior to the 15th day of the month preceding the dates of the request. All other requests for vacation time must be submitted to the Chief or his designee at least twenty-four (24) hours in advance of the date(s) requested. However, it is expressly understood that the final right to determine who may be on vacation at any time is exclusively reserved to the Chief or his designee, in order to insure the orderly operations of the Department.
- E. Up to a maximum of two overtime positions will be created per day if additional manpower is deemed necessary by the Chief or his/her designee. The Union agrees to fill OT shifts based on departmental seniority. The Union agrees to limit the amount of time Officers can volunteer to work to 12 hours and limits the amount of forced hours to 16.

Section 10.3. Vacation Scheduling (Dispatchers)

Full-time Dispatchers will be awarded annual vacation periods with full pay and vacation shall be taken in any time increments within timekeeping policy, on the following basis:

From the date of hire, eighty (80) hours a year per the following schedule: should be 6.67 per month

From the completion of five (5) years of continuous service until the completion of ten (10) years of continuous service, one hundred twenty (120) hours a year per the following schedule: should be 10 per month

From the completion of ten (10) continuous years of service until the completion of twenty (20) years of continuous service, one hundred sixty-eight (160) hours a year per the following schedule: should be 13.33 per month.

From the completion of twenty (20) continuous years of service, 200 hours a year per the following schedule: should be 16.67 per month.

Section 10.4. Seniority List

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

Section 10.5. Time Off Requests (Dispatchers)

Request for time off shall be entered into the Village's scheduling software by February 1st for the next year. Request will be approved by seniority. After February 1st time off request will be granted on a first come basis. A Dispatcher may utilize their personal/vacation/or comp banks for time off request. If a Dispatcher's partner is working that day, the other Dispatcher will be allowed to take time off by submitting a time off request with no time notice needed. If the partner Dispatcher is not working, and a Dispatcher submits a time off request, as long as there is a twenty-one day notice, someone from another shift will be bumped to cover it. If there is no one to bump from another shift a hire back will be posted as long as the time off is submitted within 48 hours of the requested day off. The time off request shall be granted only if the hire back shift is filled. Hire backs will be done by seniority. If a Dispatcher is bumped to another shift they will be allowed to request that shift off and it will be granted as long as the hire back is filled. However, if it is their normal shift and their partner Dispatcher has already taken off they will not be allowed to take it off also if it creates an overtime shift. When requiring time off, any benefit (personal, compensatory, and vacation) time may be used. Dispatchers may not use compensatory time if that would create overtime.

Section 10.6. Personal Day Selection

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

Section 1.07. Termination of Seniority

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

Section 10.8. No Accrual of Seniority During Unpaid Leaves

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

ARTICLE 11 – REPRESENTATIVES

Section 11.1. Attendance at Union Meetings

The Chief shall be advised of local Union meetings, dates, and places. If a Union meeting is held within the corporate limits of the Village of Chatham, an on-duty employee may use his lunch period to attend the meeting. On-duty employees so attending shall immediately respond to calls for service. Employees may submit leave requests to attend the Union meeting, and said leave will not be unreasonably withheld. Employees will not be required to utilize benefit time or breaks to attend union meetings that are held within the Village limits of Chatham. Officers are however responsible for handling calls for service which occur during these meetings.

Section 11.2. F.O.P. Delegates

- A. Any Employee who was chosen as a delegate to an F.O.P. State or National Conference, upon written request submitted to the Chief at least sixty (60) days prior to such Conference, will be given a leave of absence if said employee has leave benefit time to cover the time necessary to attend the Conference.
- B. If an employee has no accrued benefit time, the employee may make a written request to the Village Board at least sixty (60) days prior to such conference to get a leave of absence without pay for a period of time necessary to attend the conference.

Section 11.3. Union Negotiating Team

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

Section 11.4. Union Representatives

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

ARTICLE 12 – INDEMNIFICATION

Section 12.1. Civil Litigation

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

Section 12.2. Cooperation During Civil Litigation

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

Section 12.3. Limit of Employer's Indemnification Responsibility

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

ARTICLE 13 – WAGES

Employees in the bargaining unit shall be paid the following hourly rates effective May 1, 2021:

All officers in the bargaining unit shall receive pay raises effective May 1, 2021 (3.0%), May 1, 2022 (3.0%), May 1, 2023 (3.0%), and May 1, 2024 (3.0%). These increases are in addition to those step raises/longevity adjustments reflected in the existing contract.

Hired Prior to 5/1/2021

Years of Service	5/1/2021		5/1/2022		5/1/2023		5/1/2024	
	3% Increase		3% Increase		3% Increase		3% Increase	
	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
0-6 months	\$26.774	\$55,689.92	\$27.577	\$57,360.16	\$28.404	\$59,080.32	\$29.256	\$60,852.48
1	\$26.774	\$55,689.92	\$27.577	\$57,360.16	\$28.404	\$59,080.32	\$29.256	\$60,852.48
<i>Hahn/Muncy/Lascary</i> 2	\$30.595	\$63,637.60	\$31.513	\$65,547.04	\$32.458	\$67,512.64	\$33.432	\$69,538.56
3	\$36.333	\$75,572.64	\$37.423	\$77,839.84	\$38.546	\$80,175.68	\$39.702	\$82,580.16
<i>Schaal</i> 4	\$38.781	\$80,664.48	\$39.944	\$83,083.52	\$41.142	\$85,575.36	\$42.376	\$88,142.08
<i>Smith</i> 5	\$38.781	\$80,664.48	\$39.944	\$83,083.52	\$41.142	\$85,575.36	\$42.376	\$88,142.08
<i>Bouldin/Thompson</i> 6	\$39.009	\$81,138.72	\$40.179	\$83,572.32	\$41.384	\$86,078.72	\$42.626	\$88,662.08
<i>Galloway</i> 7	\$39.009	\$81,138.72	\$40.179	\$83,572.32	\$41.384	\$86,078.72	\$42.626	\$88,662.08
8	\$39.009	\$81,138.72	\$40.179	\$83,572.32	\$41.384	\$86,078.72	\$42.626	\$88,662.08
10	\$39.009	\$81,138.72	\$40.179	\$83,572.32	\$41.384	\$86,078.72	\$42.626	\$88,662.08
11	\$39.774	\$82,729.92	\$40.967	\$85,211.36	\$42.196	\$87,767.68	\$43.462	\$90,400.96
<i>Leach</i> 12	\$39.774	\$82,729.92	\$40.967	\$85,211.36	\$42.196	\$87,767.68	\$43.462	\$90,400.96
<i>Williams</i> 16	\$40.540	\$84,323.20	\$41.756	\$86,852.48	\$43.009	\$89,458.72	\$44.299	\$92,141.92
21	\$41.686	\$86,706.88	\$42.937	\$89,308.96	\$44.225	\$91,988.00	\$45.552	\$94,748.16
26	\$42.451	\$88,298.08	\$43.725	\$90,948.00	\$45.037	\$93,676.96	\$46.388	\$96,487.04

Hired after 5/1/2021

Years of Service	Fiscal Year 2022		Fiscal Year 2023		Fiscal Year 2024		Fiscal Year 2025	
	3% Increase		3% Increase		3% Increase		3% Increase	
	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
0-6 months	\$22.758	\$47,336.64	\$23.441	\$48,757.28	\$24.144	\$50,219.52	\$24.868	\$51,725.44
1	\$24.096	\$50,119.68	\$24.819	\$51,623.52	\$25.564	\$53,173.12	\$26.331	\$54,768.48
2	\$26.227	\$54,552.16	\$27.014	\$56,189.12	\$27.824	\$57,873.92	\$28.659	\$59,610.72
3	\$28.357	\$58,982.56	\$29.208	\$60,752.64	\$30.084	\$62,574.72	\$30.987	\$64,452.96
4	\$30.488	\$63,415.04	\$31.403	\$65,318.24	\$32.345	\$67,277.60	\$33.315	\$69,295.20
5	\$32.618	\$67,845.44	\$33.597	\$69,881.76	\$34.605	\$71,978.40	\$35.643	\$74,137.44
6	\$34.748	\$72,275.84	\$35.790	\$74,443.20	\$36.864	\$76,677.12	\$37.970	\$78,977.60
7	\$36.879	\$76,708.32	\$37.985	\$79,008.80	\$39.125	\$81,380.00	\$40.299	\$83,821.92
8	\$39.009	\$81,138.72	\$40.179	\$83,572.32	\$41.384	\$86,078.72	\$42.626	\$88,662.08
10	\$39.009	\$81,138.72	\$40.179	\$83,572.32	\$41.384	\$86,078.72	\$42.626	\$88,662.08
11	\$39.774	\$82,729.92	\$40.967	\$85,211.36	\$42.196	\$87,767.68	\$43.462	\$90,400.96
12	\$39.774	\$82,729.92	\$40.967	\$85,211.36	\$42.196	\$87,767.68	\$43.462	\$90,400.96
16	\$40.540	\$84,323.20	\$41.756	\$86,852.48	\$43.009	\$89,458.72	\$44.299	\$92,141.92
21	\$41.686	\$86,706.88	\$42.937	\$89,308.96	\$44.225	\$91,988.00	\$45.552	\$94,748.16
26	\$42.451	\$88,298.08	\$43.725	\$90,948.00	\$45.037	\$93,676.96	\$46.388	\$96,487.04

All current Dispatchers in the bargaining unit shall receive pay raises effective May 1, 2021 (3.0%), effective May 1, 2022 (3.0%), and May 1, 2023 (3.0%). These increases are in addition to those step raises/longevity adjustments reflected in the existing contract.

DISPATCH SALARY SCALE

Dispatchers	Current Wage	Clothing Allowance	5/1/2021	5/1/2022	5/1/2023	5/1/2024
Tier Two	\$17.96	\$0.29	\$18.79	\$19.35	\$19.93	\$20.53
Tier One	\$22.23	\$0.29	\$23.18	\$23.88	\$24.60	\$25.33
Senior	\$24.16	\$0.29	\$25.17	\$25.93	\$26.71	\$27.51

Shift differential: Second shift additional \$0.35 an hour. Third shift additional \$0.45 per hour.

This Dispatch Salary Scale is subject to two Memorandums of Understandings entered into by the Parties and attached hereto as Appendix C and D.

ARTICLE 14 – DUES DEDUCTION

Section 14.1. Authorization

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

Section 14.2. Unpaid Dues/Dues in Arrears

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

Section 14.3. Indemnification

The Union shall indemnify, defend, and hold harmless the Employer, present, past and future from and against any and all claims, demands, actions, complaints, suits or any other forms of liability that shall arise out of or by reason of any action by the Employer for the purpose of complying with this Article or in reliance upon any list, form, notice, certification or assignment furnished pursuant to the provisions of this Article.

Section 14.4. Employer's Obligation

The only obligation of the Employer is to deduct and remit the certified amounts to the Union. The Employer shall bear no obligation or liability to the Union or any employee for any mistakes made in compliance with said obligation.

ARTICLE 15 – INSURANCE AND PENSION

Section 15.1. Health Insurance

The Employer shall provide the existing major medical insurance package currently in effect to provide for at least an 80% - 20%, co-pay feature as currently provided and to maintain the same or similar coverage with the same or equally qualified insurance company during the term of this agreement. The same provision shall apply for dental and vision insurance as to current or equal plans.

The Employer shall pay one-hundred percent (100%) of the member's insurance coverage and contribute toward the employee's dependent or family coverage the following: Effective July 1, 2021 through June 30, 2022, 72%, effective July 1, 2022 through June 30, 2023 70%; effective July 1, 2023 through June 30, 2024, 68%; effective July 1, 2024 through June 30, 2025, 66%. Dependent or family coverage shall include spouse dependent coverage, child dependent coverage, and family dependent coverage. This provision shall apply for dental and vision insurance as well as health insurance.

The Village shall pay the employee's single medical insurance coverage provided the employee is not eligible for coverage from other sources as per the following schedule upon retirement until said employee is eligible for Medicare benefits. If the employee is eligible for coverage from other sources, the Village will pay that amount provided it does not exceed the amount the Village regularly pays for single member premium coverage. If the other premium contribution exceeds the cost of the Village contribution, the employee will be eligible to remain on the Village plan. To be eligible for this benefit, the employee shall be at least fifty (50) years of age and been an employee of the Village of Chatham for a minimum of ten (10) years. 10 years of employment, 25%; 15 years of employment, 50%; 20 years of employment, 100%. Once employee is eligible for Medicare, they may purchase supplemental insurance from the Village, paid 100% by the employee.

Section 15.2. Changes to Insurance

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

Section 15.3. Pensions

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

ARTICLE 16 – UNIFORM AND EQUIPMENT REIMBURSEMENT

Section 16.1. Clothing Allowance

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

Section 16.2. Uniform and Equipment Items

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

Section 16.3. Training/Conferences

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

Section 16.4. Travel Allowance

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

Section 16.5. Officer Training

A training day that does not require an overnight stay will be calculated by the number of training hours received. For example, a class that provides 8 hour of certification will be paid out as 8 hours of work. Multiple day classes will be calculated in the same way. If an Officer is in training for more than eighty percent (80%) of his or her assigned shift he or she is not required to return to normal patrol.

ARTICLE 17 – SPECIAL POSITIONS

Section 17.1. Investigator

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

Section 17.2. Property and Evidence Specialist

The position of Property and Evidence Specialist, if any, will be assigned by the Chief. The Chief may assign/remove a qualified Officer to/from the position of Property and Evidence Specialist. The qualifications for this position shall be established by the Chief. Officers interested in applying for the position shall have the opportunity to meet with the Chief, and discuss their interest in it. The Property and Evidence Specialist's duties shall include, but not be limited to, handling and securing all evidence, and maintaining and processing evidence through the evidence store room. If appointed, the Property and Evidence Specialist shall be paid a yearly flat rate of Two Thousand Eighty Dollars (\$2,080) in addition to their base pay. Every five years the chief shall post this position and offer it to all non-probationary members of this unit. Noting contained in this agreement shall require a turnover of this position

Section 17.3. Canine Officer

In the event the Village, in its exercise of its sole discretion, elects to establish or maintain a Canine Program, the parties agree to be eligible for assignment or continued assignment at the Police Chief's discretion. The position of Canine Officer will be subject to the following provisions. Nothing herein shall require the Village to create or maintain such program. Canine Officers shall be allowed one-half (1/2) hour during their duty shift to provide care and maintenance for the dog. Canine Officers shall receive one-half (1/2) hour of overtime on off-duty days, including leave days, unless the canine is not in the possession of the Canine Officer. Canine Officers will be allowed sixteen (16) hours per month for training purposes. On said days when training occurs, a log entry of the training that occurred shall be turned over to the Chief or his designee regarding

said training by the end of the next scheduled work day. If the off-duty at-home canine care activities exceed the half hour allowances, for any day, the Officer shall submit an overtime sheet with the additional activities engaged in, the times at which they took place, and the duration of the activities to his supervisor by the end of the shift immediately following the week the additional time was incurred. Canine Officer must use activity tracking software on a daily basis on his regular duty days. The dogs assigned to the Canine Unit are property of the Village of Chatham and shall not be used for purposes other than official police duties. They shall not be used for breeding purposes. Should the canine, or the assigned Canine Officer, retire or be reassigned for any reason, the canine may become the property of the assigned canine handler at the discretion of the Chief of Police. Any outside use of a canine assigned to the program is in direct violation of this Section which may result in the removal of the assigned canine handler from the program. The Canine must stay in the kennel when at the Canine Officer's residence and shall not be utilized as a "pet." The Chief may post this position if there is cause for removal or re-assignment. Noting contained in this agreement shall require a turnover of this position.

Section 17.4. Field Training Officer

A Field Training Officer shall receive a total of one (1) hour of compensatory time once the Field Training Officer has initiated the evaluative process during a field training shift of the new officer. The dispatch trainer shall receive one (1) hour of compensatory time for each eight hours of training provided to new hires.

Section 17.5. Administrative Dispatch Specialist

The Administrative Dispatch Specialist position, if any, will be assigned by the Chief of Police. The Chief may assign/ remove a qualified Dispatcher from the Administrative Dispatch Specialist position. The qualifications for this position shall be established by the Chief. The Administrative Dispatch Specialist's duties may include, but are not limited to: grant writing and grant application management, Basset Classes (scheduling and teaching), Special event coordinator (Example: Bicycle rodeo, Hop with a Cop Easter Programs, Santa in the Depot, etc.), assigning duties to Dispatchers, maintaining officer awards, traffic safety book construction and management, teaching programs at the schools, collecting donations, ticket audits, maintaining the Dispatcher bible, and other duties as assigned by the Chief or his/her designee.

The Administrative Dispatch Specialist position shall be compensated in the form of an hourly increase of \$3.00 per hour in addition to the Dispatcher's base salary.

If the Dispatcher chooses to leave the Administrative position or is not re-appointed to the position, the Dispatcher's current salary will be reduced by \$3.00 per hour.

The Administrative Dispatch Specialist position shall be posted and open for interviews every five years. Nothing contained herein affirmatively requires the Chief to replace the person in the position.

ARTICLE 18 – EFFECT OF AGREEMENT

Section 18.1. Management Rights

It is recognized that the Village has and will continue to retain the rights and responsibilities to direct the affairs of the Police Department in all of its various aspects. Among the rights retained by the Village are the Village's right to direct the working forces; to plan, direct, and control all the operations and services of the Police Department; to determine the methods, means, organizations, and number of personnel by which such operations and services are to be conducted; to create, combine, modify or eliminate positions within the department; to determine whether goods or services shall be made or purchased; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment, or facilities provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

Section 18.2. Mid-Term Bargaining and Waiver of Additional Bargaining

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

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

Section 18.3. Impasse Procedures

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

Section 18.4. Savings Provision

If any provision of this Agreement, or the enforcement or performance of such provision, is or shall at any time be deemed unlawful when enforced or not in accordance with applicable Illinois compiled statutes as determined by a court of competent jurisdiction, then such provision shall not

be applicable or enforced or performed except to the extent permitted by law, and all other provisions hereof shall remain in full force and effect.

ARTICLE 19 – TECHNICAL PROVISIONS

Section 19.1. Duration of Agreement

This Agreement shall be effective as of the first day of May 2021 and shall remain in full force and effect until the 30th of April 2025, or until a successor agreement is executed between the parties, whichever occurs later.

Section 19.2. Successor Agreement

Negotiations for a successor agreement shall commence upon service of a notice of demand to bargain by either party, such notice to be served not more than 120 days nor less than 60 days prior to April 30, 2025.

Section 19.3. Complete Agreement

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

Section 19.4. Parties' Representatives

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

For the Employer

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

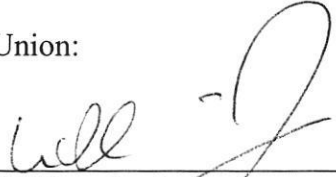
For the Labor Council

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

SIGNATURES

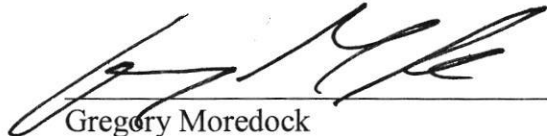
This Agreement is signed this 8 day of August, 2021.

Union:



William Jarvis
Counsel for the Union


Village of Chatham:



Gregory Moredock
Counsel for the Village of Chatham



Jake Bouldin
Union President



Vernon Foli
Chief of Police

APPENDIX A - DUES AUTHORIZATION FORM

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

I, _____ (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 to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of its certification as exclusive bargaining representative to the date this dues deduction is implemented, in such manner as it so directs.)

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____
Personal E-mail: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

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

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

APPENDIX B - GRIEVANCE FORM

(use additional sheets where necessary)

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



Date Filed: _____

Department: _____

Grievant's Name: _____

Last

First

M.I.

STEP ONE

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

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

Briefly state the facts: _____

Remedy Sought: _____

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

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

Lodge/Unit No.: _____

Year: _____

Grievance No.: _____

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR

Reasons for Advancing Grievance: _____

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative



APPENDIX C – MEMORANDUM OF UNDERSTANDING
REGARDING
THE WAGE SCALE FOR DACIA MARSAGLIA

This Memorandum of Understanding, made this 8 day of August, 2021, is by and between the Village of Chatham, Illinois (“Village”) and the Fraternal Order of Police Unit #821 (hereinafter “Union”) as follows:

Whereas, the Parties have agreed to a new collective bargaining agreement that covers patrolmen and dispatchers from May 1, 2021 until April 30, 2025; and,

Whereas, the dispatchers were represented by the Operating Engineers Local 965 in their previous contract with the Village, but changed bargaining units to the Union beginning May 1, 2021; and,

Whereas, a current dispatcher, Dacia Marsaglia, is receiving wages from the Village that are above what the agreed upon pay scale is in the new collective bargaining agreement; and,

Whereas, the parties agreed as a part of the collective bargaining process that Dacia Marsaglia would receive wages above the rates set forth in the dispatcher salary schedule.

Now therefore, in consideration of mutual promises, covenants and understandings contained herein and in the collective bargaining agreement executed by their duly authorized representatives and/or agents, the Parties mutually agree to the following terms and conditions:

1. Dacia Marsaglia previously worked for the Village while represented by the Operating Engineers Local 965.
2. Both parties acknowledge that Dacia Marsaglia’s current wage is above the negotiated wage scale as set forth in Article 13 of the Parties’ collective bargaining agreement.
3. Dacia Marsaglia’s wage schedule shall be as follows:

Current Wage	Clothing Allowance	5/1/2021	5/1/2022	5/1/2023	5/1/2024
\$24.26	\$0.29	\$24.55	\$25.29	\$26.05	\$26.83

4. This Memorandum of Understanding shall expire on April 30, 2025.

Agreed to this 8 day of August, 2021.

[SIGNATURES ON FOLLOWING PAGE]

FOR THE EMPLOYER:

Patricia M. McCarthy 8-3-21
Village Manager, Pat McCarthy Date

Vernon Foli 08/03/21
Chief of Police, Vernon Foli Date

[Signature] 8/3/21
Village Clerk Date

FOR THE UNION:

[Signature]
F.O.P. Bargaining Committee Date

[Signature] 8/5/21
F.O.P. Bargaining Committee Date

[Signature] 8/12/21
F.O.P. Bargaining Committee Date

APPENDIX D – MEMORANDUM OF UNDERSTANDING
REGARDING
THE WAGE SCALE FOR ANNIE PRATER

This Memorandum of Understanding, made this 8 day of August, 2021, is by and between the Village of Chatham, Illinois (“Village”) and the Fraternal Order of Police Unit #821 (hereinafter “Union”) as follows:

Whereas, the Parties have agreed to a new collective bargaining agreement that covers patrolmen and dispatchers from May 1, 2021 until April 30, 2025; and,

Whereas, the dispatchers were represented by the Operating Engineers Local 965 in their previous contract with the Village, but changed bargaining units to the Union beginning May 1, 2021; and,

Whereas, a current dispatcher, Annie Prater, is receiving wages from the Village that are above what the agreed upon pay scale is in the new collective bargaining agreement; and,

Whereas, the parties agreed as a part of the collective bargaining process that Annie Prater would receive wages above the rates set forth in the dispatcher salary schedule.

Now therefore, in consideration of mutual promises, covenants and understandings contained herein and in the collective bargaining agreement executed by their duly authorized representatives and/or agents, the Parties mutually agree to the following terms and conditions:

1. Annie Prater previously worked for the Village while represented by the Operating Engineers Local 965.
2. Both parties acknowledge that Annie Prater’s current wage is above the negotiated wage scale as set forth in Article 13 of the Parties’ collective bargaining agreement.
3. Annie Prater is currently a Tier One Dispatcher. For the duration of the collective bargaining agreement, Annie Prater shall receive an additional \$0.10 per hour above the Tier One Dispatcher wage scale. If Annie Prater becomes a Senior Dispatcher, she shall receive the wages agreed upon in the collective bargaining agreement for Senior Dispatchers.
4. This Memorandum of Understanding shall expire on April 30, 2025.

Agreed to this 8 day of August, 2021.

[SIGNATURES ON FOLLOWING PAGE]

FOR THE EMPLOYER:

Patricia M. McCarthy 8-3-21
Village Manager, Pat McCarthy Date

Vernon Foli 08/03/21
Chief of Police, Vernon Foli Date

[Signature] 8/3/21
Village Clerk Date

FOR THE UNION:

[Signature]
F.O.P. Bargaining Committee Date

[Signature] 8/5/21
F.O.P. Bargaining Committee Date

[Signature] 8/12/21
F.O.P. Bargaining Committee Date