

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF COUNTRYSIDE

AND

**THE ILLINOIS FRATERNAL ORDER OF POLICE,
LABOR COUNCIL, REPRESENTING
COUNTRYSIDE LODGE NO. 37**

Bargaining Unit C: Sergeants

May 1, 2022 – April 30, 2025

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PREAMBLE

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to promote the quality and continuance of public service, to provide public health, safety and welfare to residents of the City of Countryside, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

AGREEMENT

This Agreement has been made and entered into by and between the City of Countryside (hereinafter referred to as the "Employer") and the Illinois Fraternal Order of Police, Illinois Labor Council, on behalf of Lodge 37, (hereinafter referred to as the "Labor Council"), and certain employees within the City of Countryside Police Department, as stated within Article I below.

ARTICLE I – RECOGNITION

Section 1.1 Recognition

The Employer recognizes the Labor Council as the sole and exclusive bargaining representative in matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment for Police Dept. employees in the following job classifications, as certified by the Illinois State Labor Relations Board:

Bargaining Unit C: Sergeants	
Including	all sworn peace officers in the rank of Sergeants.
Excluding	Patrol Officers; Chief of Police; Deputy Chief of Police; Desk Officers; Desk/Records Officer, and all other employees employed by the City of Countryside Police Department.

The placement of employees within the rank of Sergeants (4) shall take place within a reasonable period of time subsequent to the adoption and execution of the Labor Agreement.

Section 1.2 New Classifications

The Employer shall promptly notify the Labor Council of its decision establishing any and all new classifications within the Police Department.

Section 1.3 Integrity of the Bargaining Unit

The Employer recognizes the integrity of the bargaining unit, and will not take any action directed at eroding it.

Section 1.4 Supervisors

Supervisors may continue to perform bargaining unit work which is incidental to their jobs. They may also perform bargaining unit work in emergency situations and where such work is necessary to train bargaining unit employees. Such work by supervisors shall not cause any layoffs or a reduction of the normal overtime hours worked by bargaining unit employees.

ARTICLE II – LODGE SECURITY: DUES DEDUCTION

Section 2.1 Dues Deduction

With respect to any employee on whose behalf the Employer receives written authorization in a form agreed upon by the Labor Council and the Employer (as Appendix A herein), the Employer shall deduct from the wages of the officer the dues and/or financial obligation uniformly required and shall forward the full amount to the Labor Council by the tenth (10th) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Labor Council. Authorization shall be irrevocable unless revoked by written notice to the Employer and the Labor Council during the fifteen (15) day period prior to the expiration of this Agreement. The Employer will not similarly deduct dues in any other organization as to officers covered by this Agreement.

Section 2.2 Indemnification

The Labor Council shall indemnify, defend and hold the Employer harmless against any claim, demands, suits, or other liability arising from any action taken by the Employer in good faith for the purpose of compliance with this Article.

ARTICLE III – LODGE RIGHTS

Section 3.1 Lodge Activity During Working Hours

Employees shall, with permission of the Employer, after giving appropriate notice to their supervisor, be allowed reasonable time off with pay during working hours to attend grievance hearings, labor/management meetings, if established by this contract, or meetings called or agreed to by the Employer, if such employees are entitled or required to attend such meetings by virtue of being Lodge representatives, witnesses during grievance procedure hearings, or grievants, and if such attendance does not substantially interfere with the Employer's operations. Such meetings shall be held during worktime which does not unreasonably interfere with employment unless such scheduling cannot be accomplished.

Section 3.2 Access to Worksites by Lodge Representatives

The Employer agrees that a representative of the Labor Council shall have reasonable access to the premises of the Employer upon prior notice to the Employer, so long as such does not unreasonably interfere with the Employer's operations.

Section 3.3 Bulletin Boards

The Employer shall make available space on bulletin boards for the posting of official Labor Council notices of a non-political, non-inflammatory nature. The Labor Council shall limit the posting of notices to such bulletin boards.

Section 3.4 Number of Lodge Representatives

There shall be a total of three (3) Lodge representatives. The Employer shall be notified as to the identity of such Lodge representatives and any changes thereto.

Section 3.5 Delegates

Any employee(s) chosen as delegate(s) to a Fraternal Order of Police State or National Conference will, upon written application approved by the Labor Council and submitted to the Employer with at least fourteen (14) days' notice, be allowed available time-off options for the period of the time required to attend such Convention or Conference. If there should be no paid leave of absence periods available for the employee to use, such time shall be without pay. This period of time is not to exceed one (1) week per year.

ARTICLE IV – MANAGEMENT RIGHTS

Section 4.1 Management Rights

Except as specifically limited by the express provisions of this Agreement, the Employer retains rights to operate the City, as well as those rights enumerated within the Illinois Public Labor Relations Act. Such management rights include the following:

- a. to plan, direct, control and determine all operations and services of the City of Countryside Police Department;
- b. to supervise, assign and direct employees;
- c. to establish the qualifications for employment and employees;
- d. to establish work rules and work schedules and assign such;
- e. to hire, promote, transfer, schedule and assign employees in positions and to create, combine, modify & eliminate positions within the Police Dept.;
- f. to suspend, discharge and take other disciplinary action against employees for just cause;
- g. to establish reasonable work and productivity standards and, from time to time, amend such standards;
- h. to lay off employees;
- i. to maintain efficiency of operations and services;

- j. to determine the methods, means, organization, and number of personnel by which such operations and services shall be provided;
- k. to take whatever action is necessary to comply with State and Federal law;
- l. to change or eliminate methods, equipment and facilities for the improvement of operations;
- m. to determine the kinds and amounts of services to be performed as it pertains to operations and the number and kind of classifications to perform such services;
- n. to contract out for goods and/or services;
- o. to determine the methods, means and personnel by which operations are to be conducted; and,
- p. to take whatever action is reasonably necessary to carry out the functions of the City in emergency situations.

Section 4.2 Board of Fire and Police Commission Reservation

It is expressly understood and agreed to between the parties that any rights, powers, or authority of the City of Countryside Board of Fire and Police Commission shall be maintained as it pertains to sworn personnel covered by the terms and conditions of this Agreement. except that all disciplinary suspensions up to and including termination for non-probationary bargaining unit employees, at the employee's election, can only be appealed through the Collective Bargaining Agreement's Grievance Procedure or the Board of Fire and Police Commission but not both, as set forth in Section 18 of this Agreement.

ARTICLE V – NO STRIKE / NO LOCKOUT

Section 5.1 No Strike / Slowdown

No police personnel covered by the terms of this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of services, inclusive of any and all possible issues of an economic nature which may be subject to reopener negotiations during the term of this Agreement. The Lodge agrees that neither it nor any of its officers or agents or members will call, institute, authorize, participate in, sanction or ratify any strike, work stoppage, slowdown, or withholding of services during the term of this Agreement.

Section 5.2 No Lockout

During the term of this Agreement, the City shall not lockout any police personnel as a result of a dispute with the Labor Council.

Section 5.3 Resumption of Operations

In the event of action prohibited by Section 1 above, the Labor Council shall immediately 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 Labor Council, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 5.4 Labor Council Liability

Upon the failure of the Labor Council to comply with the provisions of Section 3 above, any agent or official of the Labor Council who is an employee covered by this Agreement may be subject to the provisions of Section 5 below.

Section 5.5 Discipline of Strikers

Any employee engaging in activity prohibited by this Article, or who instigates or gives leadership to such activity, shall be subject to disciplinary action and other appropriate penalties, up to and including loss of compensation, vacation benefits, holiday pay, immediate discharge and loss of any and all seniority rights accrued pursuant to this Agreement.

Section 5.6 Judicial Restraint

Nothing contained herein shall preclude either party from obtaining judicial restraint and damages in the event the Labor Council violates this Article. Furthermore, either party may enforce any other legal rights and remedies entitled to by law.

ARTICLE VI – GRIEVANCE PROCEDURES

Section 6.1 Grievance Defined

A grievance is defined as any meritorious dispute or difference of opinion raised by an employee covered by the terms of this Agreement or the Labor Council against the Employer involving the meaning, interpretation or application of the provisions of this Agreement and shall not include any matter falling under the jurisdictional authority of the Countryside Board of Fire and Police Commission, who shall serve as the sole arbiter of any such matter except that all disciplinary suspensions up to and including termination for non-probationary employees, at the employee's election, can be appealed through this grievance procedures as set forth in Section 18 of this Agreement. Grievances contesting oral and written reprimands can be filed and processed through Step Three of the Grievance Procedure but are not subject to the arbitration provision of this Agreement. Any time period contained herein may be extended or reduced upon mutual agreement of the parties thereto.

Section 6.2 Grievance Steps

STEP 1: Deputy Chief

The employee, with or without a Labor Council representative, may take up a grievance with the Deputy Chief within five (5) working days of the date of the occurrence giving rise to the grievance, or five (5) working days after the employee should have reasonably learned of the event giving rise to the grievance, whichever is later. The grievant shall then attempt to resolve the matter and the Employer shall respond within five (5) working days after such discussion.

A resolution at this step shall be of non-precedential value and shall not be binding on subsequent grievances.

STEP 2: Chief of Police or Designee

In the event the grievance is not resolved during Step 1, it shall be reduced to writing and presented by the Labor Council representative to the Chief of Police or his/her designee within five (5) working days following the receipt of the immediate supervisor's answer issued within step 1. The Chief of Police or his/her designee shall then attempt to resolve the grievance as soon as possible, and therefore may schedule a meeting with the grievant, his immediate supervisor and Labor Council representative within ten (10) working days after receipt of the grievance from the Labor Council. The Chief of Police or his/her designee shall then render a decision, based on the supplied information, within fifteen (15) working days of the meeting.

A resolution at this step shall be of non-precedential value and shall not be binding on subsequent grievances.

STEP 3: City Administrator

If the grievance is still unresolved at Step 2, it shall then be submitted to the City Administrator within five (5) working days of the receipt from the Chief of Police or his/her designee of the response pursuant to the procedures contained in the above Step 2. A meeting shall be held at a mutually agreeable time and place with the City Administrator (or his/her designated representative) to discuss the grievance and hopefully come to an equitable resolution. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the parties involved therein. If no settlement is reached, the City Administrator (or his/her designated representative) shall give the Labor Council representative the Employer's answer within fifteen (15) working days following their meeting.

STEP 4: Arbitration

If the grievance is not resolved within Step 3, the Labor Council shall then determine if the matter shall be referred for arbitration by written request by the Lodge within fifteen (15)

working days of the Employer's answer pursuant to Step 3. Arbitration shall then proceed in the following manner:

a. Arbitration

The representatives of the Employer and the Labor Council shall attempt to select an arbitrator within five (5) business days of receipt of the request for arbitration. If the parties are unable to agree on an arbitrator within five (5) working days, they shall request either the Federal Mediation and Conciliation Service; the American Arbitration Association; or, the Illinois State Labor Relations Board, to submit a list of seven (7) arbitrators. The parties shall alternately strike one (1) name, with the party striking first determined by a toss of a coin. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Lodge, requesting that he/she set a time and place for the hearing, subject to the availability of the Employer and Lodge representatives and shall be notified of the issue where mutually agreed to by the parties.

b. Arbitration Procedures

1. Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. Both parties shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Any other provision to the contrary notwithstanding, each party shall bear the costs of its own witnesses.
2. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall neither amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement.
3. In the case of an infraction of Article VI of this Agreement (No Strike/No Lockout), the sole and exclusive question for an arbitrator to determine is whether the employee engaged in activity prohibited by this Agreement.

The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties and each party shall be responsible for their own costs in procuring witnesses and necessary documentation. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent arbitrator(s) during the term of this Agreement or to use the expedited arbitration procedures.

4. The decision and award of the arbitrator shall be final and binding on the Lodge, employee(s) and Employer. Such decision shall be within the scope and terms of this Agreement and shall not change any of its terms or conditions. The arbitrator shall have no authority to add to the terms herein

or impose on any party hereto limitations or obligations not specifically provided for in this Agreement. This Agreement, including any exhibits, sets forth the full and entire understanding between the Employer and the Labor Council.

5. If either party desires a verbatim record of the proceedings, it may cause such to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy it shall equally share costs for such to the other party initially ordering such record.

c. Site of Arbitration Hearings

All arbitration hearings pursuant to this Agreement shall be conducted within the City of Countryside.

Section 6.3 Time Limitations

- a. Grievances may be withdrawn at any step without prejudice to any party. Grievances not appealed within the designated time limitations shall be treated as being voluntarily withdrawn.
- b. The time limitations at any step or for any hearing may be extended for good cause by the parties involved at that particular step.
- c. The Employer's failure to respond within the time limits shall not find in favor of the grievant but shall cause such grievance to be automatically advanced to the next Step, except with regard to Step 4.
- d. More than one (1) grievance may be submitted to the same Arbitrator at the same arbitration hearing upon mutual agreement of the parties.

Section 6.4 Advanced Grievance Step Filing

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may by mutual agreement between the Employer and the Labor Council, be filed at the appropriate advance step where the action giving rise to the grievance(s) was initiated.

Mutual agreement shall take place between the appropriate Labor Council representative at the step where it is mutually desired to initiate the grievance.

ARTICLE VII – HOURS OF WORK AND OVERTIME

Section 7.1 Regular Workweek and Workday

The normal regular work week shall consist of forty (40) hours. The length of the regular workday remains a management right. Management agrees to give members at least a 45 day notice of any substantial change that affects the majority of the bargaining unit.

Employees may be required to remain on duty beyond their regularly scheduled shift and shall be subject to call twenty-four (24) hours per day in case of an emergency.

Section 7.2 Meal Periods

All employees covered by this Agreement shall be granted a paid lunch period of thirty (30) minutes during each shift. Whenever possible, the lunch period shall be taken near the middle of each shift.

Section 7.3 Overtime

Employees shall be paid the following overtime:

One and one-half (1 ½) times their regular rate of pay for each hour actually worked beyond a normal eight (8) hour workday and/or forty (40) hour work week. Overtime shall be paid to employees in no less than fifteen (15) minute increments.

For the purposes of calculating overtime, “hours worked” shall consist of all regular compensable hours paid to the employee (with the exception of overtime hours).

The Chief of Police or his/her designee shall maintain the right to require overtime work and officers may not refuse such overtime assignments. However, absent emergency circumstances, as a general rule, reasonable steps shall be taken to obtain volunteers for overtime assignments before assigning required overtime work, though work in progress shall not be interrupted. Specific officers may be selected for specific assignments where they are more appropriately qualified.

Any other provision to the contrary notwithstanding, employees serving as “Lieutenants” shall not be eligible for overtime compensation as provided for within this subsection for all “time worked” in the performance of their customary supervisory duties related to their position as “Lieutenant”. However, they shall be subject to overtime compensation under the provisions of this subsection when performing non-supervisory duties customarily performed by patrol officers that is unrelated to their supervisory duties as “Lieutenant”. Any and all such “overtime” shall be in the form of “compensatory time” and shall be subject to the provisions of Art. VII, Section 7.8 (Compensatory Time In Lieu of Overtime Pay) of this Article.

Section 7.4 Shift Exchanges

Shift exchanges shall be permitted by the Employer. The Chief of Police and/or his designee shall maintain the sole right and authority to approve or disapprove shift exchanges provided that such approval process is not arbitrary or capricious. All shift exchange requests within the same rank, will be submitted to the Chief or his designee 24 hours prior to the proposed shift unless approved by

Chief or his designee. Shift exchanges shall not directly result in overtime payment for any employee(s) involved therein unless the employee(s) works in excess of their exchanged shift scheduled hours (i.e., excess of eight (8) consecutive hours), wherein they shall be eligible for overtime for all hours worked in excess of their scheduled duty shift.

Section 7.5 No Pyramiding

Overtime compensation shall not be paid more than once for the same hours under any provision of this Agreement.

Section 7.6 Court Time

Employees covered by the terms of this Agreement shall be compensated at one and one-half (1½) times their regular rate of pay for actual court time worked outside their regularly scheduled work hours. Any bargaining unit member(s) required to appear in court during their off-duty hours (excluding jury duty) shall receive three (3) hours minimum pay, at their appropriate rate of pay, or the actual time in court, whichever is greater. If court time occurs during an employee(s) regularly scheduled day off, they shall be entitled to minimum pay at their appropriate rate of pay. However, any such employee shall be subject to the overtime provisions contained herein and such time shall be considered as "time worked" for purposes thereof.

If an employee fails to report to duty within a twenty-four (24) hour period before or after such court time served within this Article, such employee shall not receive compensation for the period of absence until acceptable proof of illness or excusable absence is established to the satisfaction of the Chief or his/her designee.

Section 7.7 Callback

A "callback" is defined as an official assignment of work which does not continuously precede or follow an officer's regularly scheduled working hours. "Callbacks" shall be compensated for at a rate of one and one-half (1½) times the officer's regular rate of pay for all hours worked on "callback". Adjusting an officer's work schedule does not constitute a "callback" provided that the officer receives a minimum twenty-four (24) hours advance notice. In the event that this notice provision is used excessively, the parties agree to meet and discuss alternative solutions.

Any bargaining unit member(s) required to return to duty on "callback", shall receive two (2) hours minimum pay, at their appropriate rate of pay, or the actual time worked on "callback", whichever is greater. However, any such employee shall be subject to the overtime provisions contained herein and such time shall be considered as "time worked" for purposes thereof.

Section 7.8 Compensatory Time Off in Lieu of Overtime Pay

Employees shall be eligible to select "compensatory time off" in lieu of being paid for overtime hours earned, under the following terms and conditions:

- a. The maximum amount of compensatory time off an employee may accumulate in any single twelve (12) month period shall be seventy-six (76) total hours. Anything in excess of seventy-six (76) hours shall be paid to the employee at the appropriate

rate of pay no later than the first payroll of each December. The employee must be paid earned overtime during the twelve (12) month period and may not select compensatory time off in lieu thereof.

- b. (b) On the last pay day of each December, all accumulated unused compensatory time off for the previous twelve (12) month period shall be paid to the employee at their appropriate rate of pay, at the time within which the time was earned, not inclusive of any subsequent pay rate increases experienced subsequent thereto, at the end of that previous twelve (12) month period, thereby establishing a zero (0) balance in compensatory time off every December 1st. Such payments shall be issued to the employee during the month of December. However, there shall be a maximum twenty-four (24) compensatory hours which the employee may carry over to the next twelve (12) month period for their use.
- c. Compensatory Time shall be paid at the rate of one and one-half (1½) hour for each hour actually worked for those overtime issues described in this Article. Such Compensatory Time may be used, upon approval, in no less than one (1) hour increments in any single shift period as long as there is no officer scheduled off. If a power car is working it can count as manpower coverage.
- d. The Chief of Police or his/her designee maintains discretionary authority to approve or disapprove requested compensatory time off. However, such requests shall not be unreasonably denied and such approval/disapproval shall be based on manpower needs of the Department and other relevant prevailing circumstances at the time.

Section 7.9 Canine Duty (K-9)

An employee serving as a "K-9" Handler, shall receive Two Hundred Dollars (\$200.00) monthly for the routine care, maintenance and feeding of the dog. This amount shall be added to and made a part of the employee's base salary for as long as the employee is acting in the capacity of Canine Handler. The employee shall be compensated at the appropriate rate of pay for all other assignments and required training. All such overtime assignments shall be approved by the Chief of Police or his/her designee prior to being worked.

This assignment to the function outlined in this section shall continue to be at the discretion of the Chief of Police or his/her designee and it is understood that the salary differential set forth in this Section shall cease to apply on the last day of the month in which an officer is transferred out of the function.

Section 7.10 Firearms Training

Employees will be compensated for time spent attending required firearms training.

ARTICLE VIII – VACANCIES

Section 8.1 Permanent Vacancy

A permanent vacancy shall be filled pursuant to and in accordance with appropriate rules and regulations established by the City of Countryside Fire and Police Commission, as hereinafter amended.

Section 8.2 Promotional Probationary Employee

Any employee promoted to a higher rank/position shall serve a promotional probationary period of six (6) months from the date of such promotion. During said period, the employee shall continue to accrue and maintain all rights pursuant to this Labor Agreement. However, during said period of promotional probation, the Employer maintains the right to remove the employee from the promoted rank and assign the employee back to their prior rank/position. Such action by the Employer shall not be considered disciplinary in nature nor shall it be subject to the grievance procedures contained herein. Furthermore, during this period, the employee maintains the right to request to be reassigned to his/her prior rank/position at their prior rate of pay.

ARTICLE IX – SENIORITY

Section 9.1 Seniority Defined

Seniority is defined as the employee's length of continuous full-time service within the City of Countryside Police Department, for the purposes of economic benefit accrual, then within their specific rank (lieutenant or sergeant) for the purposes of other benefits within this agreement ("rank seniority"). (i.e., Hours of Work & Overtime; Vacation bidding; etc.)

Employees accepting promotions into non-bargaining unit command positions, the terms and conditions of this Labor Agreement do not apply. However, where such a non-bargaining unit command officer returns to his/her prior bargaining unit rank, all time served in said command position shall be recognized in determining their "seniority" under the provisions of this Agreement. Therefore, such employee's original date of hire within the City of Countryside Police Department shall be recognized in determining their benefits and other qualifications under this Labor Agreement.

Section 9.2 Seniority List

The Employer shall prepare a list setting forth the present seniority dates for all officers covered by this Agreement and such shall become effective on or after the date of execution of this Agreement. Such list shall finally resolve all questions of seniority effecting officers covered under this Agreement upon its effective date. Disputes as to seniority listing shall be resolved through the appropriate grievance procedures.

Section 9.3 Termination of Service

Seniority shall be terminated when an employee:

- a. resigns or otherwise quits;
- b. is discharged for just cause (probationary employees without just cause);
- c. is laid off pursuant to the appropriate provisions of this Agreement for a period of twelve (12) months;
- d. accepts gainful full-time employment while on an approved leave of absence; or
- e. is absent for three (3) consecutive scheduled workdays without proper notification or authorization.

Employees will not continue to accrue seniority for all time spent on an authorized leave of absence.

ARTICLE X – LAYOFF / RECALL

Where there is an impending lay-off with respect to employees covered by the terms of this Agreement, the Employer shall inform the Lodge in writing no later than ten (10) working days prior to such lay-off. Lay-offs may be initiated by the Employer where there are insufficient funds to pay the employees covered by this Agreement. The Employer shall provide the Lodge with the names of all employee(s) to be laid-off prior to such lay-off. Probationary employees, temporary employees and part-time employees shall be laid off first. Thereafter, the employee with the least amount of seniority shall be laid off first. All such employees shall receive notice in writing of the projected lay-off at least ten (10) working days prior to its effective date.

Any employee who has been laid off shall be placed on a reinstatement list which shall be in full force and effect for a period of twelve (12) months. During such period, employees shall be recalled to duty on the basis of inverse seniority, prior to the hiring of outside personnel to perform such duties of those employees on lay-off.

ARTICLE XI – HOLIDAYS

Section 11.1 Holidays

All regular, full-time employees shall be paid, except as provided for in Section 11.3 below, for the following Holidays:

Holidays	
New Year's Day	Thanksgiving Day
Easter Day	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	
Labor Day	Police Commemorations Day (May 15)
Veterans Day	Personal Days (4)

Section 11.2 Specific Applications

- a. If an employee is absent from work the day before or after a holiday, the employee will not receive holiday pay until proof of illness or excusable absence is established to the satisfaction of the Chief of Police or his/her designee.
- b. Personal Days (4) must be used within the Calendar Year in which they are earned and shall be paid at the employee's regular rate of pay. Such Personal Days may not be carried from one calendar year to the next. Personal Days may be used on a "holiday" so long as approved by the Chief of Police or his/her designee and does not interfere with the manpower needs of the Department.
- c. There shall be no proration or advancement of Personal Days. Employees terminated for misconduct shall not be eligible for payment of accumulated unused Personal Days.

Section 11.3 Holiday Pay

Employees shall receive two and one-half (2½) times their rate of pay for all hours actually worked on a Holiday and shall not be eligible for any overtime pay for that Holiday period. Employees not working on a Holiday shall receive eight (8) hours Holiday pay at their appropriate rate of pay.

ARTICLE XII – VACATIONS

Section 12.1 Vacation Accrual

All regular, full-time employees shall receive vacation time from the date of hire based on the following schedule and the individual employee's Anniversary Date of employment. However, the employee shall actually accrue vacation time during the first twelve (12) months of employment but shall not be entitled to use such time until after completion of twelve (12) months:

Years of Service	Vacation Days
After completion of one (1) full year of service through completion of five (5) full years of service	10 working days
Commencing on the sixth (6th) year of service through completion of ten (10) full years of service	15 working days
Commencing on the eleventh (11th) year of service through completion of fifteenth (15) full years of service	20 working days
Commencing on the sixteenth (16th) year of service and thereafter	25 working days

NOTE: If a holiday occurs during an employee's scheduled vacation period, one (1) extra day's pay shall be allowed and the employee shall not be issued an extra day off with pay.

Section 12.2 Vacation Scheduling

All vacations must be arranged and approved in advance by the Chief of Police or his/her designee. All vacation time due each employee shall be applied for before December 15th and shall be selected/approved on a seniority basis:

- a. shift;
- b. rank;
- c. seniority within rank.

Vacation choices submitted after February 1st shall be approved on a first come first serve basis.

Vacation schedules may be adjusted by the Employer to accommodate seasonal operations, significant revisions in organization, work assignments or the use of personnel in particular ranks. Conflicts in scheduling will be resolved in favor of the most senior employee on that particular shift. The Chief of Police or his/her designee maintains the right to approve or otherwise alter any vacation schedule for emergency purposes. No employee shall be entitled to priority in selecting his/her annual vacation leave for more than two (2) weeks annually.

Section 12.3 Vacation Use

- a. All vacation time must be earned prior to its use. Therefore, vacation time earned during an employee's anniversary year shall be taken by that employee by the end of their immediate subsequent anniversary year. There shall be no proration or advancement of vacation leave unless otherwise approved by the Chief of Police.
- b. Employees may use up to a maximum of ten (10) vacation days in no less than one (1) day increments, with all remaining earned vacation time used in no less than five (5) working day increments nor used in more than five (5) consecutive calendar weeks, unless otherwise approved by the Chief of Police or his/her designee.
- c. Vacations shall be approved by the Chief of Police or his/her designee, based on operational needs and staffing requirements of the Department and shall not be unreasonably denied.
- d. Unless otherwise approved by the Chief of Police or his/her designee, any unused vacation time shall be paid to the employee at the end of their anniversary year within which such time is eligible to the employee, at their appropriate rate of pay at the time. No vacation time may be carried over into the next anniversary year and must be paid to the employee prior thereto, unless such usage has been denied by the Chief of Police or his/her designee due to operational needs and staffing requirements of the Department.
- e. No employee is eligible for vacation benefits under this Article if they quit or resign without giving the Chief of Police at least two (2) weeks' notice in writing of their intent to quit or resign. Furthermore, employees terminated for misconduct shall not be eligible for payment of any accumulated unused vacation benefits.

ARTICLE XIII – SICK LEAVE

Section 13.1 Sick Leave Accrual

All regular, full-time employees shall accrue sick leave at a rate of 8 hours per month of satisfactory, continuous service, not to exceed a total of one thousand eight hundred and eighty-eight (1,888) hours accumulated time. .

Section 13.2 Sick Leave Use Restrictions

Accumulated paid sick leave shall be used in increments of no less than one (1) hour at a time. While the Employer shall not discipline employees for legitimate use of such, the Employer may require evidence of use of sick time for the purposes contained within this Article if reasonable grounds exist to suggest abuse. However, an employee who calls in sick and uses such sick leave in excess of twenty-four (24) consecutive hours, may be required by the Employer to produce a written statement by a physician verifying the authenticity of such illness.

There shall be no proration or advancement of sick leave. Furthermore, employees resigning or terminating their employment, as well as those employees terminated for misconduct, shall not be eligible for any accrued sick leave. However, this provision does not apply with respects to those employees retiring in accordance with Section 13.4 of this Agreement.

Section 13.3 Sick Leave Abuse Sanctions

For purposes of the provisions contained within this Article, “abuse” of sick leave is the utilization of such for reasons other than those stated within Section 2 of this Article.

Upon sufficient evidence of the abuse of such sick leave, the employee may not be paid for such leave taken nor may the employee accrue any rights inherent with such period, such as seniority and other employee benefits and rights. Continued abuse of sick leave shall subject the employee to appropriate disciplinary action pursuant to the terms of this Agreement.

Section 13.4 Retirement Buyback

Upon retirement from the Police Department, the employee shall be compensated at the rate of seventy-five percent (75%) of all unused accumulated sick leave, and a rate of fifty percent (50%) for employees hired after May 1, 2020, up to one thousand eight hundred and eighty eight hours (1,888) hours, with buyback not to exceed one hundred percent (100%) of one thousand four hundred and sixteen (1,416) hours, at their regular rate of pay at said time of retirement. However, employees terminated for misconduct are not eligible for such benefits.

Section 13.5 Optional Buyback

Employees shall be eligible to “cash in” not more than six (6) sick leave days, which shall be deducted from their total sick leave accrual bank for the calendar year. Such option shall be available to the employee once each year, to be exercised during the first payroll period in December and payable on the last pay day of each December. In no event shall the balance in the accrued sick

leave bank decrease below six (6) sick days immediately subsequent to exercising a buyback pursuant to this Section.

Section 13.6 Sick Leave Contribution Bank

In the event of serious illness of an employee who has exhausted their sick leave and other periods of time off with pay, employees may donate a specific amount of their sick leave, not to exceed twenty-four (24) hours per employee annually, into a bargaining unit employees sick leave bank, for the purposes of allowing a bargaining unit employee to continue to utilize sick leave even though they have depleted their own sick leave. An employee may access such donated sick leave from the sick leave bank only upon the following circumstances:

- a. They are no longer eligible for paid leave of absence of record, such as having depleted their sick leave, vacation leave, personal leave and compensatory leave of absences.
- b. Due to serious illness either for themselves or someone within their immediate family, wherein a member of their immediate family is living in their home, they are required to care for that member of the immediate family during a convalescence period.
- c. They are eligible for extended sick leave at the rate of pay appropriate at the time and not at any other contributing employee's rate of pay.

ARTICLE XIV – GENERAL ECONOMICS

Section 14.1 Wages

Employees employed by the Employer within the bargaining unit covered by the terms and conditions of this Labor Agreement, as of May 1, 2022 and thereafter, shall be subject to the following annual wage base schedule:

Sergeants

For all members in the bargaining unit as of May 1, 2019 the following wage schedule applies:

	Current Wage	Effective May 1, 2022 3.5%	Effective May 1, 2023 3.0%	Effective May 1, 2024 3.0%
Start	\$ 103,371	\$ 106,989	\$ 110,199	\$ 113,505
After 1 yr.	\$ 105,151	\$ 108,831	\$ 112,096	\$ 115,459
After 5 yrs.	\$ 107,190	\$ 110,942	\$ 114,270	\$ 117,698
After 8 yrs.	\$ 109,269	\$ 113,093	\$ 116,486	\$ 119,981
After 10 yrs.	\$ 111,392	\$ 115,291	\$ 118,750	\$ 122,313
After 12 yrs.	\$ 118,618	\$ 122,770	\$ 126,453	\$ 130,247

For all members who enter the bargaining unit after May 1, 2019 the following wage scale applies. Placement in the wage schedule is based on years as a sergeant:

	Current Wage	Effective May 1, 2022 3.5%	Effective May 1, 2023 3.0%	Effective May 1, 2024 3.0%
Start	\$ 107,416	\$ 111,176	\$ 114,511	\$ 117,946
After 1 yr.	\$ 111,392	\$ 115,291	\$ 118,750	\$ 122,313
After 2 yrs.	\$ 114,734	\$ 118,750	\$ 122,313	\$ 125,982
After 4 yrs.	\$ 118,618	\$ 122,770	\$ 126,453	\$ 130,247

Wage increases are retroactive on all hours worked or paid as worked, for all those who were employed for any period of time during the term of the successor agreement.

Section 14.2 Uniforms

The Employer shall maintain the present quarter master-system with respects to providing employees with uniforms. Employees shall be responsible for providing their own leather equipment, footwear and weapons and eligible for a "leather allowance" of Two Hundred Dollars (\$200.00) annually.

If an officer chooses to purchase a bullet proof vest, the Employer shall reimburse the officer for the purchase of such vest, with such payment occurring not more than once every five (5) years. Any rules and regulations regarding the wearing of such safety vests shall be discussed by the parties prior to implementation.

For those employees assigned to "detective" duty, they shall be eligible for a "uniform allowance" of Four Hundred Dollars (\$400.00) annually, paid in two (2) installments of Two Hundred Dollars (\$200.00) every six (6) months, while serving in such status.

Section 14.3 Longevity Benefit

In addition to the salary amounts set forth in Section 14.1 of this Agreement, eligible officers shall be paid Eight Hundred Fifty Dollars (\$850.00) which shall be considered part of the base salary attached to their rank for all purposes on the anniversary of their 20th year and each subsequent anniversary of their employment.

The foregoing longevity stipend shall only occur for that payroll period affected and shall not increase the value of any accumulated or accrued benefits of the officer which may be payable.

Section 14.4 Retirement Conversion

Any other provision to the contrary notwithstanding, within this Agreement, and at the employee's sole option and in lieu of a cash payment of any economic benefit they would otherwise be eligible for under this Agreement, an employee may convert the dollar value of any such eligible economic benefit provided for herein, or any portion thereof, to a post-retirement single and/or dependent health insurance coverage of premium costs. The amount converted shall be drawn down each

month for the full cost of health insurance premiums, or for that portion of the premium that the remaining converted sum will cover until all such converted sums have been fully paid out on behalf of the retired employee. Upon the payment by the Employer of health insurance premiums equal to the amount of compensation so converted by the retired employee, all further obligations for insurance premium payments shall be borne solely by the retired employee, with the exception of Article XV, Sec. 15.3. Nothing contained herein shall be construed to extend health insurance coverage to persons or for longer periods of time than as otherwise provided for herein.

In the event a retiring employee elects to convert such compensation to health insurance premiums, all sums so converted shall remain the property of the City of Countryside, subject to its obligation to make the insurance premium payments required hereunder. Upon the retired employee's death, any converted sums remaining in the possession of the City of Countryside may be used to pay health insurance premiums for any eligible dependent of the deceased party until such converted sums have been fully exhausted, or else such sums shall be paid to the estate or otherwise to the legal heir of the deceased retiree/employee.

As an incentive for retiring employees to convert sick leave rather than accepting a lump sum payment upon their retirement, the retiring employee shall be permitted to convert accumulated unused sick leave at the rate of 100% of all unused accumulated sick leave as opposed to the 75% they would otherwise be eligible for upon electing the one lump sum payment provided for in this Section. This provision is eligible only for those employees with at least twenty (20) years of service to the City of Countryside. No employee with lesser than 20 years of service shall be eligible for this 100% sick leave conversion provided for herein.

Section 14.5 Administrative Leave

Due to the supervisory duties and responsibilities commensurate with the rank of Sergeant, any Officer maintaining such rank shall be eligible for three (3) "Administrative Leave Days" annually. "Administrative Leave Days" shall be administered and utilized by the Officer pursuant to the terms and conditions provided for within Article XI, Sections 11.2(b) of this Labor Agreement and shall be scheduled and approved by the Chief of Police or his/her designee in advance of their use. Administrative Leave Days shall not be paid to the employee in lieu of their use and forfeited if not used.

ARTICLE XV – HEALTH INSURANCE

Section 15.1 Health Insurance

The group health and hospitalization insurance policy currently in effect shall be maintained by the Employer during the term of this Agreement. However, the Employer expressly reserves the right to change, alter or otherwise amend such policy and/or coverage during the term of this Agreement in order to maintain cost containment and savings. The Union maintains the right to be notified of any such changes and to "meet and negotiate" the economic impact upon written notice by the Employer prior to them taking effect.

The Employer agrees to provide such health and hospital insurance policy coverage to all employees covered by the terms of this Agreement and their dependents, under the same terms and conditions as non-bargaining unit employees.

However, the following monthly premium percentage contributions shall be paid for by the employee through appropriate payroll deductions:

Health: Fifteen percent (15%) for each year of this Agreement.

Said premium percentage contributions shall be contingent upon the same amount being made applicable to all non-bargaining unit(s) employees of the Employer. Effective upon ratification by both parties; and implemented during the first payroll period after ratification

The Employer will pay for all hospitalization policies for employee's family in the event that the employee is killed in the line of duty. This is to be for a period of five (5) years and does not include the following

- a. if the surviving spouse remarries; or,
- b. any dependents over eighteen (18) years of age.

Section 15.2 Terms of Policies to Govern

The extent of coverage under the insurance policies or programs referred to in this Article shall be resolved in accordance with the terms and conditions in said policies, rules and guidelines (including provisions governing self-insurance) and shall not be subject to the grievance procedures.

Section 15.3 Retirement Coverage

All employees covered by the terms of this Agreement, shall be eligible for continued health insurance coverage with the Employer paying one hundred percent (100%), not to exceed Four Hundred Dollars (\$400.00) monthly per covered employee, until they reach Medicare eligibility age, wherein the Employer is no longer responsible for payment of said monthly contribution, so long as the following requirements are met:

- a. The retired employee has at least twenty (20) years of seniority with the Police Department; and,
- b. the retired employee is at least fifty (50) years of age.

Section 15.4 Life Insurance

The Employer shall provide life insurance policy coverage in the amount of Fifty Thousand Dollars (\$50,000.00) during the term of this Agreement, with the Employer paying the entire cost of the employee's related premium. Furthermore, any employee whose base pay exceeds Fifty Thousand Dollars (\$50,000.00), shall receive such life insurance coverage that is equal to such base pay.

Section 15.5 Insurance Advisory Committee

If the Employer desires any changes to the plan, the Employer agrees to meet with an employee insurance advisory committee, composed of one (1) member of each of the bargaining units and the authorized representative of the City. The purpose of such meeting shall be to discuss insurance programs/options that will assist in cost containment. Such meeting shall be waived only by mutual written consent of the parties. This committee will be empowered to research available hospitalization, dental, optical and other relevant plans provided by the Employer, comparing their costs and benefits, and chaired by the City Administrator. This advisory committee shall recommend to the City possible implementation of any such alternative plans and cost containment measures. The City Council shall have the final authority to approve/disapprove such recommendations, which have been approved by the bargaining unit(s) members.

Nothing in this section shall preclude remaining City departments (i.e., public works, administration, water) from equal representation on such advisory committee so long as their departmental members do not exceed the number of bargaining unit(s) members represented on the advisory committee.

ARTICLE XVI – DISABILITY & OTHER LEAVES OF ABSENCE

Section 16.1 Maternity Leave

A leave of absence without pay of up to six (6) months shall be granted for maternity upon request. Such request must be presented in writing to the immediate supervisor, setting forth a date the leave is to commence based upon physician recommendation. Return to work shall be as soon as reasonable after delivery, as permitted by the physician and so long as work is available.

Section 16.2 Family Medical Leave Act

The Employer shall provide full benefits under the federal Family Medical Leave Act, as amended, and may adopt such policies and procedures as may be necessary to be in full compliance with the Act.

Section 16.3 Injury Leave

An officer who sustains injuries or illness arising out of and in the course of his employment shall be covered by the provisions of Illinois Worker's Compensation Act, as hereinafter amended.

Section 16.4 Jury Leave

Employee's shall sign over their check and be paid at their regular rate of pay for an eight hour day.

Section 16.5 Military Leave

Military leave shall at least be granted in accordance with State and federal laws.

Section 16.6 Bereavement Leave

When death occurs in the family of any bargaining unit employee, said employee shall be granted up to twenty four (24) hours off without loss of pay, provided he/she actually attend the funeral. A member of the immediate family shall be defined to be any employee's mother, father, wife, husband, daughter, or son (including step or adopted, sister or brother (including half or step), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent or grandchild and Civil Union Partner. A Civil Union is defined as a legal relationship between two (2) of either the same or opposite sex, established pursuant to the Illinois Religious Freedom Protection and Civil Union Act.

No employee shall be allowed to use any leave provided herein in conjunction with and/or to extend any vacation period unless mutually agreed to between the parties. No Bereavement Leave shall be awarded to any employee during their vacation period.

Section 16.7 Prohibition Against Misuse of Leaves

During any leaves granted pursuant to the terms of this Agreement, regardless of being with or without pay, an employee may not be gainfully employed or independently self-employed without prior approval by the Employer. Violation of the provisions contained within this Agreement shall subject the employee to appropriate discipline.

Section 16.8 Educational Reimbursement

Any employee covered by the terms of this Agreement, who enrolls in an accredited course or degree program that specifically relates to the field of law enforcement, as previously approved by the Chief of Police or his/her designee, which shall not be unreasonably denied, shall have their tuition for such educational course(s) reimbursed in the following manner:

Grade A	100% tuition reimbursement
Grade B	100% tuition reimbursement
Grade C	50% tuition reimbursement
Grade D or lower	0%

All above reimbursements shall be issued after satisfactory completion of the course(s) and shall not exceed Five Thousand Two Hundred Dollars (\$5,200.00) annually to the employee. The total fiscal year expenditures pursuant to this Section 16.8 shall not exceed Twenty Thousand Eight Hundred Dollars (\$20,800.00) for the Police Department.

The Employer shall deduct and be entitled to reimbursement from any such employee, for any and all such costs paid to the employee, should they fail to consult with Chief if unable to complete program or upon their resignation from employment, pursuant to the following schedule:

100% reimbursement	if program not completed or resigning within two (2) years of completing such program and/or courses
50% reimbursement	if resigning within three (3) years
25% reimbursement	if resigning within four (4) years

The Employer is authorized herein to withhold any amounts appropriate pursuant to this Section from the employee's final paycheck.

Section 16.9 Emergency Leave

In cases where there is an emergency situation and/or illness of a serious nature in the home of an officer/employee, that certain officer/employee may be granted up to twenty four hours (24) hours of emergency leave per year, with pay, as "emergency leave", by the Chief of Police, this time being noncumulative.

ARTICLE XVII – MISCELLANEOUS PROVISIONS

Section 17.1 Driver's License

Employees designated by the Employer may be required, as a condition to continued employment, to obtain and maintain an operating telephone in their place of residence, or maintain an operating cell phone; and, to obtain and maintain a driver's license necessary and appropriate for employment related use. Any such employee so required to maintain such employment related license must immediately notify Employer of suspension or loss of such license. Failure to notify Employer pursuant to this Section may constitute grounds for immediate dismissal.

Section 17.2 Work Rules

The Employer may adopt, change or modify work rules and regulations. Whenever the Employer changes work rules and regulations or issues new work rules and regulations, the Lodge representative shall be given five (5) working days prior notice, absent emergency circumstances, before the effective date of such and shall be afforded an opportunity to meet and discuss such changes with the Employer. If no such notice is received within the said five (5) working days, such changes shall automatically take effect without further notice upon expiration of the above five (5) working day period.

Section 17.3 Personal Use of City Equipment

Employees covered by the terms of this Agreement shall not use City vehicles and/or equipment for personal use unless otherwise authorized by the Chief of Police or his/her designee. Failure to adhere to this Section shall constitute grounds for appropriate disciplinary action with rights to grieve under the appropriate terms of this Agreement.

Section 17.4 Gratuities Prohibited

Employees shall neither solicit nor accept personal gifts, fees, tips, or other forms of remuneration offered because of the officer's duties, functions, responsibilities, or position as an employee of the City and shall be subject to the appropriate disciplinary actions pursuant to the terms of this Agreement.

Section 17.5 Survivor Benefit

The Employer agrees to defray all reasonable funeral and reasonable burial expenses of any employee covered by this Agreement killed in the line of duty.

Section 17.6 Outside Employment

Employees covered by this Agreement may only work outside employment on scheduled days off to prevent undue fatigue. If working twelve (12) hour shifts, the employee cannot work secondary employment between consecutive workdays. Any employee who desires to obtain secondary employment shall submit such request to the Chief of Police or his/her designee, who may grant/deny such request and such request shall not be unreasonably denied. Such secondary employment shall not exceed twenty (20) hours per work week. Any requesting employee must furnish proof of insurance coverage (i.e.: workers' compensation coverage) for such secondary employment or alternatively execute a waiver holding the City harmless for any injury and/or illness sustained during such secondary employment or a result thereof. Other than accrued sick leave and/or health insurance coverage, no benefits provided under the terms of this Agreement shall be issued to such employee due to an injury or illness contracted while performing such secondary employment. No request for secondary employment shall be approved unless accompanied with a statement by secondary employment Employer(s) which agrees to indemnify, defend and hold the City harmless against any claim, demand, suite or other form of liability arising from any action taken by the officer in the performance of their off-duty responsibilities.

Section 17.7 Residency

The Employer shall not impose a residency requirement as a condition of employment for employees covered by the terms of this Agreement.

ARTICLE XVIII – DISCIPLINARY PROCEDURES

Section 18.1 Employee Discipline

If the inquiry, investigation or interrogation of a law enforcement officer results in the recommendation of some disciplinary action, such as transfer, suspension, dismissal, loss of pay, reassignment, or similar action which would be considered punitive in nature, then, before taking such action, the Employer shall adhere to the procedures established within 50 ILCS 725/1 et. seq., as hereinafter amended. (commonly referred to as the "Uniform Peace Officers' Disciplinary Act", copy of which is attached hereto and made an integral part hereof as Appendix B)

During an investigation, the law enforcement officer may be relieved of duty by the Chief or his/her designee and shall receive regular pay and benefits as he/she would have if not so charged.

The law enforcement officer shall have the right to be represented at such inquiries, investigations, or interrogations by a Labor Council representative and/or a representative from the Illinois Fraternal Order of Police Labor Council.

The parties agree that the Chief of Police or designee or agent for the Employer has the right to implement disciplinary action up to and including termination for just cause. When action resulting

in disciplinary suspension up to and including termination is taken against a law enforcement officer, the officer will have the option to appeal through the Board of Fire and Police Commission or appeal the discipline through the Grievance Procedure. Neither the Police Chief or designee or the City or other agents will file charges asking the Board of Fire and Police Commission to impose or review any discipline on any non-probationary bargaining unit employee if the covered member has selected to appeal their discipline through the Grievance Procedure. If the employee covered by this Agreement is suspended, the suspension shall be designated in hours.

The decision of the Chief of Police or designee or agent of the City with respect to any disciplinary suspension up to and including termination shall be deemed final, subject only to the review of said decision through the Grievance Procedure if the covered member has selected appealing through the Grievance Procedure. The grievance shall be commenced at Step Two of the Grievance Procedure. No processing, review, implementation or relief shall be available from the Board of Fire and Police Commission with respect to any matter which the law enforcement officer has appealed through the Grievance Procedure set forth in this Agreement. The parties have negotiated an alternative procedure based upon the grievance arbitration provisions of this Agreement, and the foregoing provisions with respect to the appeal and review of disciplinary action or discharge decisions shall be in lieu of and shall expressly supersede and preempt any provisions that might otherwise be in the Rules and Regulation of the City's Board of Fire and Police Commission. Pursuant to 5 ILCS 315/15 and 65 ILCS 10-2.1-17, the parties have negotiated an alternative procedure based upon the grievance arbitration provisions of this Agreement.

Section 18.2 Wages and Benefits During Investigation of Formal Charges

If any employee covered by this Agreement is charged by indictment or complaint to have violated any provisions of the Criminal Code of Illinois or any Statute of the United States, he/she shall be entitled to their wages and other economic benefits provided for in this Agreement until such time as formal charges are filed by the City with the Board of Fire and Police Commission, or the Chief of Police imposes disciplinary action in cases where the non-probationary bargaining unit employee has elected to have the discipline reviewed through the Grievance Procedure, except in those charges of suspension pending termination in which case the officer may be suspended without pay pending hearing, but if the officer is not terminated, then he/she shall receive all monies and benefits due him/her. If the officer elects to have his/her discipline reviewed by the Board of Fire and Police Commission, termination hearing shall be conducted within thirty (30) calendar days of notice of suspension, unless otherwise agreed to by the parties.

Section 18.3 Law Enforcement Responsibilities

The Employer has the right to expect law enforcement officers to maintain a professional attitude and work ethic in the on-going performance of their assigned duties.

ARTICLE XIX – DRUG AND ALCOHOL TESTING

Section 19.1 Statement of Policy

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

Section 19.2 Definitions

- a. **Restricted Period:** A “restricted period” means the following:
 - 1. any time the employee is entitled to compensation from the Employer pursuant to a provision of this Agreement, other than non-work hours for which an employee is entitled to compensation;
 - 2. any time the employee is present on the Employer premises, in a vehicle owned and maintained by the Employer; or,
 - 3. any time the employee is operating a vehicle or equipment owned or leased by the Employer.
- b. **Drug:** A “drug” is any non-prescribed controlled substance to which the employee is not authorized to possess or consume by law.
- c. **Positive Test Result:** A “positive test result” means that a test performed: (i) on a blood specimen provided by the employee measured an ethyl alcohol concentration in such specimen of .05% or more; (ii) if on more than one occasion a blood specimen provided by the employee measured an ethyl alcohol concentration in such specimen of less than .05%, and it can be determined from the test(s) performed on that specimen and in accordance with acceptable medical standards that the ethyl alcohol concentration was .05% or more during a restricted period; (iii) on a urine specimen provided by the employee detected any amount of a drug.
- d. **Reasonable Suspicion:** “Reasonable Suspicion” shall be defined as an articulable belief, in writing, based on specific facts and reasonable inferences drawn from those facts that an employee is under the influence of drugs or alcohol, or is using, in possession of or selling drugs or alcohol.

Section 19.3 Prohibitions

Employees shall be prohibited from:

- a. consuming or possessing drugs or alcohol (unless in accordance with duty requirements) at any time during a restricted period, including when in the employee’s personal vehicle while engaged in the Employer’s business;

- b. illegally selling, purchasing or distributing any drug or alcohol during a restricted period, unless in accordance with duty requirements;
- c. being under the influence of drugs or alcohol during a restricted period;
- d. excessive use of legal drugs during a restricted period;
- e. failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Section 19.4 Testing Conditions

- a. The Employer shall have the right to require an employee to submit to drug or alcohol testing, pursuant to the terms of this Article, where “reasonable suspicion” exists that the employee is in violation of the above prohibitions stated in Section 19.3. At least two (2) supervisory personnel, one of whom may be a member of the bargaining unit represented by the Labor Council, must certify their “reasonable suspicion” concerning the affected employee prior to any order to submit to drug or alcohol testing authorized herein. Refusal to submit to such testing may subject the employee to discharge, but the employee’s taking of such test shall not constitute a waiver of any objection or rights that the employee may have.
- b. The Employer may require an employee to supply a blood or urine sample for testing upon reinstatement to active status following any leave of absence in excess of thirty (30) days without the requirement of “reasonable suspicion”.
- c. The Employer may require an employee to supply a blood or urine sample for testing as a condition of the promotional process or for initial employment with the Employer, without the requirement of “reasonable suspicion”.

Section 19.5 Testing Procedures

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

- a. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- b. Ensure to the best of the Employer’s knowledge and belief that the laboratory or facility selected conforms to all NIDA standards;
- c. Establish a “chain of custody” procedure for both the 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 of custody”);
- d. Provide each employee tested with a copy of all information and reports received in connection with the testing and the results;

- e. Ensure that no employee is the subject of any adverse employment action except emergency temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such emergency reassignment or relief from duty shall be immediately discontinued in the event of a negative test result reported to the Employer.

Furthermore, to the best of the Employer's knowledge and belief, the clinical laboratory or hospital facility conducting the tests shall be responsible for:

- a. Collecting 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 set aside, reserved for later testing if requested by the employee.
- b. Collect samples in such a manner as to preserve the individual employee's right to privacy, ensure 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 the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable belief that the employee has attempted to compromise the accuracy of the testing procedure.
- c. Confirm any sample that tests positive in the initial screening for drugs or alcohol by testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.
- d. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense, provided the employee notifies the Employer within seventy-two (72) hours of receiving the results of the tests.
- e. Be required to report to the Employer that the 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 Employer inconsistent with the understandings expressed herein (i.e., billings for testing that reveal the nature or number of test administered), the Employer will not use such information in any manner or forum adverse to the employee's interests.
- f. With regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of .05 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive.

Section 19.6 Employee Right to Grieve

The Labor Council and/or the employee, with or without the Labor Council, 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 tests, the right to test, the administration of the tests, the significance and

accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement.

Section 19.7 Discipline

- a. **Positive Test Results:** Where the employee tests positive on both the initial and confirmatory tests for drugs or alcohol, the employee shall be subject to discipline appropriate under the circumstances, pursuant to the provisions of this Agreement. However, when the employee is taking prescription medication in conformity with the lawful direction of the prescribing physician or a non-prescription medication in conformity with the manufacturer's specified dosage and the employee has notified the Employer of the use of the prescription or non-prescription medication before any laboratory test is performed on the requested urine and/or blood specimen, a positive test result consistent with the ingredients of such medication shall not constitute cause for discipline. (The Employer may require an employee to provide evidence that any prescription medication has been lawfully prescribed by a physician for the employee.)
- b. **Refusal to Provide A Blood or Urine Specimen:** An employee's refusal to provide a urine and/or blood specimen for laboratory testing, when requested by the Employer, shall constitute cause for discharge of the employee. An employee's physical inability to provide a urine specimen shall not be considered to be a refusal to provide a specimen. If an employee is physically unable to provide a urine specimen when requested by the Employer, the Employer may request a blood specimen for laboratory testing.
- c. **Tampering with or Substitution of a Specimen:** Intentionally tampering with, causing another person to tamper with, substituting for, or causing another person to substitute for a urine and/or blood specimen, whether the employee's own specimen or another employee's specimen, shall constitute cause for discharge of the employee who engages in such activity.
- d. **Felony Conviction:** The conviction of an employee for any felony a legal element of which requires proof of the possession, sale, use or distribution of a drug shall constitute cause for discharge, whether or not such felony occurred during a restricted period.

Section 19.8 Voluntary Request for Assistance

The employee shall not be subject to disciplinary action when voluntarily seeking treatment, counseling or other support for drug or alcohol related problems. However, the Employer shall not be obligated to retain the employee on active status throughout the period of such rehabilitation if it is appropriately determined that the employee's current use of drug or alcohol prevents such employee from performing his/her duties or whose continuance on active status would constitute a direct threat to property or safety of others. Such employee shall be afforded the opportunity to use accumulated paid leave of absence periods or take an unpaid leave of absence, at the employee's option, pending completion of such rehabilitative treatment. The foregoing shall not limit the

Employer from imposing appropriate disciplinary action if the employee subsequently fails to successfully complete such rehabilitative treatment.

Section 19.9 Drug and Alcohol Testing Following Officer Involved Shootings

In addition to the above, when a bargaining unit member discharges his or her firearm, causing injury or death to a person or persons and is required to submit to a drug and alcohol test pursuant to 50 ILCS 727/1-25, the drug and alcohol testing must be completed as soon as practicable after the officer-involved shooting but no later than the end of the involved officer's shift or tour of duty and shall be conducted at a local hospital. The test results shall only be disclosed to the Command Staff of the Department, the City Administrator, the Employer's HR Director, or appropriate law enforcement investigating authorities unless pursuant to a court order. Any costs associated with this test shall be borne by the Employer.

ARTICLE XX – LABOR / MANAGEMENT MEETINGS

Section 20.1 Labor Management Meetings

The Labor Council and Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Labor Council representatives and representatives of the Employer. Such meetings may be requested by either party by placing in writing, not less than seven (7) days in advance, except as exigent circumstances may dictate, a request to the other for a "labor/management conference" stating the specific items to be discussed. Such meetings shall be limited to:

- a. discussion on the implementation and general administration of the Agreement;
- b. (b) a sharing of general information of interest to the parties; and,
- c. (c) work safety.

Section 20.2 Purpose

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

ARTICLE XXI – PERSONNEL FILES

Section 21.1 Personnel File Inspection

The Employer's central personnel files and disciplinary history relating to any officer covered by the terms of this Agreement shall be open and available for inspection by the affected officer during regular daytime business hours, with advance notice to and approval by the Chief of Police or his/her designee. The right of the officer or his/her designee to inspect their personnel file does not apply to:

- a. letters of reference for that officer;

- b. any portion of a test document, except that the officer may see a cumulative total test score for either a section of or the entire test document;
- c. materials used by the Employer for management planning, including but not limited to judgments, external peer review documents or recommendations concerning future salary increases and other wage treatments, management bonus plans, promotions and job assignments or other comments or ratings used for the employer's planning purposes;
- d. information of a personal nature about a person other than the officer if disclosure of such information would constitute a clearly unwarranted invasion of the other person's privacy;
- e. an Employer who does not maintain any personnel records;
- f. records relevant to any other pending claim between the Employer and the officer, which may be discovered in a judicial proceeding;
- g. investigatory or security records maintained by the Employer to investigate criminal conduct by an officer or other activity by the officer which could reasonably be expected to harm the Employer's property, operations or business or could by the employee's activity cause the Employer financial liability, unless and until the Employer takes adverse personnel action based on information in such records.

Section 21.2 Limitation

Any information of an adverse nature which may be contained in any unfounded or exonerated matter, shall not be used against an officer in any future proceeding except if such is before the City of Countryside Board of Fire and Police Commission.

Section 21.3 Insertion of Adverse Material

If the Employer inserts any adverse material into the employee's personnel file, or other file which may be used in a personnel matter, of any officer, then the officer shall be afforded an opportunity to review and receive a copy of said material if such a request is made. Further, the affected officer shall have the right to attach a written rebuttal to any such adverse material.

ARTICLE XXII – NON-DISCRIMINATION

Section 22.1 Equal Employment Opportunity

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

Section 22.2 Non-Discrimination

The Employer shall not discriminate against employees, and employment related decisions will be based on qualifications and predicted performance in a given position without regard to race, color,

sex, age, religion, disability, sexual orientation, marital status, ancestry, parental status, military discharge status (when not prohibited by law), or national origin of the employee; nor activities on behalf of the Labor Council or membership in the Labor Council, or the exercise of constitutional rights. The Employer shall comply with all applicable laws. Employees shall not be assigned or re-assigned or have any of their duties changed for reasons prohibited by this section.

Section 22.3 Use of the Masculine Pronoun

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

- a. It is understood by the Employer and the Labor Council that unless otherwise stated in an individual Article or Section all parts of the Agreement apply equally to employees covered herein by the terms of this Agreement. Such terms as officer, employee, etc. shall carry equal weight for the purpose of this Agreement and shall unless otherwise stated be understood to include all employees.

ARTICLE XXIII – SUBCONTRACTING

Section 23.1 General Policy

It is the general policy of the Employer to continue to utilize employees in their present classifications to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the interests of efficiency, economy, improved work product or emergency.

Section 23.2 Notice and Discussion

Absent an emergency situation, prior to the Employer changing its' policy involving the overall subcontracting of work in the bargaining unit the Employer shall notify the Labor Council and offer the Labor Council an opportunity to discuss and participate in considerations over the desirability of such subcontracting of work, including the impact of such on employees.

ARTICLE XXIV – RESOLUTION OF IMPASSE

If in any case of an dispute between the Employer and the Labor Council, where the collective bargaining process reaches an impasse with the result that said Employer and Labor Council are unable to effect a settlement, then either party to the dispute, after written notice to the other party containing specifications of the issue or issues in dispute, may request the appointment of a Board of Arbitration pursuant to 5 ILCS 315/14 of the Illinois Public Labor Relations Act, as hereinafter amended.

ARTICLE XXV – COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE XXVI – SAVINGS CLAUSE

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate re-negotiation.

ARTICLE XXVII – TERMINATION

Section 27.1 Term of Agreement

This Agreement shall be effective on the date of its adoption and shall remain in effect until the 30th day of April, 2025, except as hereinafter provided. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by registered or certified mail by either party not less than sixty (60) days or more than ninety (90) days before the expiration date. Nothing in this paragraph shall preclude commencing negotiations by mutual agreement after January 1st of any given year. Termination notices shall be considered to have been given as of the date shown on the postmark.

Section 27.2 Continuing Effect

Notwithstanding the foregoing, this Agreement shall remain in full force and effect after any expiration date while negotiations are continuing for a new contract between the parties. All provisions of this contract shall continue to remain in full force and effect by mutual consent. Either party must inform the other within two (2) days of its desire to terminate the contract under this paragraph.

Section 27.3 Parties' Representatives

All notices shall be served personally or by regular mail on the parties' following representatives:

For the Employer:

City Administrator
City of Countryside
5550 East Avenue
Countryside, IL 60525

For the Labor Council:

Assistant Executive Director
Illinois F.O.P. Labor Council
5600 S. Wolf Road
Western Springs, IL 60558

IN WITNESS WHEREOF, the parties have executed this Agreement this 25th day of May, 2022, in the City of Countryside, State of Illinois:

FOR THE EMPLOYER

Sean R. McDermott

Hon. Sean McDermott, Mayor
City of Countryside

Elizabeth Kmet

Hon. Elizabeth Kmet, City Clerk

(Seal)



FOR THE LODGE

[Signature]

Sgt. Bargaining Unit

[Signature]

Sgt. Bargaining Unit Rep.

[Signature]

Illinois F.O.P. Labor Council

APPENDIX A –
DUES AUTHORIZATION FORM





APPENDIX B –
UNIFORM PEACE OFFICERS' DISCIPLINARY ACT

LETTER OF UNDERSTANDING

This letter of understanding is entered into by and between the City of Countryside and the Illinois FOP labor Council/Countryside FOP Local No. 37. This Agreement covers the Collective Bargaining Agreement effective May 1, 2022 April 30, 2025.

By this letter of understanding, the parties acknowledge and represent that nothing in the Collective Bargaining Agreement that expires April 30, 2025 constitutes a waiver of any statutory rights that a member of Countryside FOP Local No. 37 is entitled to under any federal or state laws.


Hon. Sean McDermott, Mayor
City of Countryside


FOP Signatory

6/1/22
Date

6/29/22
Date