

FRATERNAL ORDER OF POLICE  
LABOR COUNCIL  
and  
VILLAGE OF LINDENHURST  
Sworn Patrol Officers

Upon Ratification to April 30, 2028

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## **PREAMBLE**

This Agreement is entered into by and between the VILLAGE OF LINDENHURST, hereinafter also called the "Village" or "Employer" and the ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL, hereinafter also called the "Union" or "Labor Council." The Village recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and other terms and conditions of employment for full-time police officers below the rank of Sergeant.

## **ARTICLE 1 MANAGEMENT RIGHTS**

Except as specifically modified by other Articles of this Agreement, the Union recognizes the Village's exclusive right to make and implement decisions with respect to the operation and management of its operations in all respects. Such rights include, but are not limited, to the following: to plan, direct, control and determine all the operations and services of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to establish specialty positions and to select personnel to fill them; to establish physical and mental fitness standards and to send employees to examinations to verify their fitness for duty; to schedule and assign work; to transfer employees; to determine work hours, including shift hours; to establish reasonable work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which operations are conducted; to subcontract or contract out goods and/or services; to determine whether work and/or services are to be provided by employees covered by this Agreement (including which employees) or by other employees or persons not covered by this Agreement; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline non-probationary employees for just cause (probationary employees with or without cause); to determine, change or eliminate existing methods, facilities, equipment (including weapons and ammunition) or facilities; and to carry out the mission of the Village. If in the sole discretion of the Mayor or the Village Administrator, it is determined that civil emergency conditions exist, including riots, civil disorders, tornado conditions, floods, pandemic, or other similar catastrophes, the provisions of this Agreement may be suspended by the Mayor or the Village Administrator during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

## **ARTICLE 2 RECOGNITION**

The Village recognizes the Union as the sole and exclusive bargaining representative with respect to wages, hours, and conditions of employment for employees in the following unit, as recognized by the Illinois Labor Relations Board on June 7, 2021, in Case No. S-RC-22-026:

Included: All Sworn Full-Time Police Officers below the rank of Sergeant

Excluded: All other employees employed by the Village of Lindenhurst

## **ARTICLE 3 UNION RIGHTS**

### **Section 3.1 Dues Check-Off**

The Village will deduct from each employee's paycheck the uniform, regular Union dues for each employee in the bargaining unit who has filed with the Village a lawfully written authorization form. The Village will promptly forward the same to the Union. The Village shall not be responsible for collecting any back dues, penalties, initiation fees, or any other money on behalf of the Union in excess of the uniform, regular monthly deduction. The dues authorization forms shall be provided to the employees by the Union. The Village will honor all executed check off authorization forms received not later than ten (10) working days prior to the next deduction date. If a conflict exists between the check-off authorization form and this Article, the terms of this Article and Agreement control.

The amount of the due's deduction shall be a uniform amount for all such employees, such amount to be determined initially upon the signing of this Agreement. The Union agrees to give the Village at least thirty (30) calendar days' notice in writing of any change in the amount of the regular dues to be deducted. The Union further agrees that it will not submit such written notification of a change in the amount of the regular dues to be deducted more than once within any twelve (12) month period of time. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this due's deduction provision.

No form of Union membership or payment of dues or fees shall be required to be employed by the Village. A Union member desiring to revoke his dues deduction authorization shall be allowed to submit a written notice of revocation to the Village and Union at any time.

The Village agrees to notify the Union in writing of the hiring of all new full-time Police Officers within ten (10) working days of the date of hire.

### **Section 3.2 Indemnification**

The Union shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents, and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) as a result of the Village's action in deducting regular monthly dues and forwarding same to the Union in accordance with the provisions of Section 3.1 above or in reliance on any authorization forms furnished by the Union under any of such provisions.

### **Section 3.3 Union Use of Bulletin Board**

A Union bulletin board of reasonable size shall be provided by the Village for use in an area of the Police Department that is agreeable to the parties. The bulletin board shall be available for the posting of notices and materials related to Union activities. Such materials shall not be derogatory, obscene, or contain language inappropriate for display in a public safety agency, nor shall they include items which are posted in aid of the candidacy of any candidate for political office.

### **Section 3.4 Labor Council Representation and Visitation**

Bargaining unit stewards shall be identified to the Chief of Police. Duly authorized Union business representatives will be permitted access at reasonable times to the premises of the Village for the purpose of handling grievances or otherwise representing employees pursuant to the provisions of this Agreement. These business representatives will be identified to the Police Chief or designee in a manner suitable to the Village and on each occasion will first secure the prior approval of the Police Chief or designee to enter and conduct their business so as not to interfere with Village operations. If such approval is granted, the Police Chief or designee shall designate the area where such business is to be conducted and the period of time to be provided. The Union will not abuse this privilege, and such right of entry shall at all times be subject to general department rules applicable to non-employees. Time spent in meetings with Union representatives shall not be considered work time and shall be conducted during meal periods or when the employee is off the clock. Meetings scheduled by the Village during times when an employee is already on the clock shall not result in a loss of pay or benefits, but meetings scheduled outside the employees' regular work hours will not be considered hours worked for any purpose.

## **ARTICLE 4 NO STRIKE – NO LOCKOUTS**

### **Section 4.1 No Strikes or Work Stoppages**

Neither the Union nor any Officer, member of the Union by this Agreement will call, institute, authorize, participate in, sanction, encourage, or ratify any strike, work stoppage, sympathy strike, secondary boycott, slowdown, speed-up, sit down, concerted refusal to perform overtime, concerted abnormal and unapproved enforcement procedures or policies, or mass resignation, mass absenteeism or picketing which causes any work stoppage or any concerted refusal to perform duties. Neither the Union nor any member thereof will refuse to cross any picket line, by whomever established.

The parties recognize that the designated Union Stewards and Union Officers hold a special responsibility to enforce the provisions of this Agreement. Should any activity prescribed in the preceding paragraph of this Section 5.1 occur, the Union shall immediately:

1. Publicly disavow such action by the employees or other persons involved;
2. Advise the Village in writing that such action is not sanctioned by the Union;

The Village shall have the right to discharge or otherwise discipline any or all employees who violate any of the provisions of this Article. In such event, the employee or employees, or the Union on their behalf, shall have no recourse to the grievance procedure. If it is determined that an employee did so participate, the disciplinary action taken by the Village may not be disturbed. The Village's decision to discipline or not discipline any employee for a violation of this Article shall not impact the Village's ability to discipline or not discipline any other employee.

### **Section 4.2 No Lockout**

The Village will not lock out any Officer as the result of a labor dispute with the Union.

### **Section 4.3 Judicial Restraint**

In the event of any violation of Sections 4.1 or 4.2 by the Union or the Village the offended party may pursue any legal or equitable remedy otherwise available.

### **Section 4.4 Penalty**

The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of this Article is whether the Officer actually engaged in such prohibited conduct.

## **ARTICLE 5 PROBATIONARY PERIOD**

The probationary period for officers covered by this agreement shall be eighteen (18) months. The probationary period of a newly appointed police officer shall commence as of the first date the individual reports for work with the Department. The probationary term shall exclude periods of military leave (unless otherwise required by law) or injury or illness leaves, including duty related leave, in excess of ten (10) cumulative calendar days. During an officer's probationary period, the employee may be disciplined, suspended, laid off, or terminated at the sole discretion of the Village. No grievance shall be presented or entertained in connection with discipline, suspension, termination, or layoff of a probationary officer. There shall be no seniority amongst probationary officers. Upon successful completion of the probationary period, an officer shall acquire seniority, which shall then be retroactive to the last date of hire with the Village as a full-time officer in a position covered by this Agreement.

## **ARTICLE 6 SENIORITY, LAYOFF, AND RECALL**

### **Section 6.1 Definition and Application of Seniority**

Seniority shall be based on continuous service since the last date of employment as a full-time sworn police officer for the Village of Lindenhurst. If two (2) or more members are hired on the same day from the same list (New Hire or Lateral), seniority will be based off the member's ranking on the posted current Board of Police Commission Entry Level List. If two (2) or more members are hired on the same day, but from different lists (New Hire and Lateral), the Lateral Officer will have seniority. Appendix C and as amended sets forth the present seniority dates for all covered members. Unless disputed, as provided below, that list shall resolve all questions of seniority affecting members covered under this Agreement or employed at the time that a question of seniority is raised. Disputes as to seniority listing shall be resolved through the grievance procedure. Seniority shall have such applications as provided for in the individual Articles and Sections of this Agreement.

### **Section 6.2 Layoff**

The Village, in its sole discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, the Union and affected officers will be given a minimum of thirty (30) calendar days written notice of the impending layoff, during which time the Union will be given an opportunity to meet and confer with the Village concerning the layoff and its impact on the



bargaining unit, provided that such meetings shall not have the effect of delaying implementation of the Village's decision. Full-time police officers will be laid off in reverse seniority order, last hired being first to be laid off.

### **Section 6.3 Recall**

Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months following the date of layoff. Employees must maintain all required certifications, if any, in order to be eligible for recall. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided the employee is qualified to perform the available work immediately upon recall. Employees who are eligible for recall shall be given seven (7) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail or email with a copy to the Union, provided that the employee must notify the Police Chief or designee of his intention to return to work within ten (10) calendar days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief or designee with his or her latest mailing address and to monitor his or her mail. Any employee who declines a recall under this Section or who fails to notify the Village of his intent to return to work within ten (10) calendar days after his notice of recall is mailed to the address he provides shall forfeit further recall rights.

### **Section 6.4 Effects of Layoff**

During the period of time that non-probationary employees have recall rights as specified above, the following provisions shall be applicable to any non-probationary employees who are laid off by the Village:

1. An employee shall be paid for any earned but unused vacation days or other applicable compensation owed.
3. An employee shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for single and, if desired, family coverage.
4. If an employee is recalled, the amount of accumulated sick leave days that the employee had as of the effective date of the layoff shall be restored.
5. Upon recall, the employee's seniority shall be adjusted by the length of the layoff.

### **Section 6.5 Termination of Seniority**

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

1. quits;
2. is discharged and the separation is not reversed;

3. retires (or is retired should the Village adopt and implement a legal mandatory retirement age);
4. falsifies the reason for a leave of absence or is found to be working during a leave of absence without the written approval of the Chief of Police or designee.
5. falsifies his or her employment application;
6. fails to report to work at the conclusion of an authorized leave of absence or vacation;
7. is laid off and fails to notify the Police Chief or designee of his intention to return to work within ten (10) calendar days after receiving notice of recall or fails to return to work within seven (7) calendar days after the established date for the employees return to work;
8. is laid off for a period in excess of two (2) years
9. does not perform work for the Village for a period in excess of twelve (12) months (with the exception of layoffs, which are addressed in #8 above), provided however, this provision shall not be applicable to absences due to military service, established work related injury compensable under workers' compensation, or disability pension, or
10. is absent for three (3) consecutive working days without authorization unless there are extenuating circumstances beyond the employee's control that prevent notification.

## **ARTICLE 7 RULES AND REGULATIONS**

The Village and its Police Department shall have the right to promulgate reasonable rules and regulations. When existing rules are changed, or new rules are established, they shall be posted in the Department and/or issued to all Officers. Rules and regulations will not be enforced in an arbitrary or capricious manner or exercised contrary to or inconsistent with any of the terms of this Agreement. Any question as to whether the exercise of any management prerogative is contrary to or inconsistent with the terms of this Agreement shall be subject to the terms of the Grievance Procedure. New Officers shall be provided with a copy of the rules and regulations at the time of hire. The Village and the Union agree to abide by the provisions of Illinois law regarding the use of body-worn cameras and body-worn camera footage.

## **ARTICLE 8 GRIEVANCE PROCEDURE**

### **Section 8.1 Definition**

A "grievance" shall be defined as a complaint by an Officer or the Labor Council that there has been a violation, misinterpretation, or misapplication of a specific written provision (s) of this Agreement. A post-probationary employee who has been disciplined without Just Cause shall have the right to file a grievance on the matter and the grievance may proceed through the grievance process up to and including arbitration. If the grievance arises from a decision or action of the Mayor or Board of Trustees, or a grievance involving a suspension or termination, the grievance shall be initiated at Step 3.

## **Section 8.2 Procedure**

The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. Accordingly, the Village and the Union may attempt to resolve the issue through informal communications with the appropriate supervisor. If, however, the informal process does not resolve the matter, the grievance will be processed as follows. Covered members are entitled to have Labor Council representation at each step of the grievance procedure.

STEP 1: Any employee or the Union who has a grievance shall submit the grievance in writing to the employee's Sergeant. The grievance shall contain a brief statement of the facts, the provision or provisions of this Agreement which are alleged to be involved in the dispute or difference, and the relief requested. All grievances must be presented no later than ten (10) business days from the date of the occurrence of the matter giving rise to the grievance or within ten (10) business days after the employee knew or should have known of the occurrence giving rise to the grievance. The Sergeant shall render a written response to the grievant and the Union Steward within ten (10) business days after the grievance is presented.

STEP 2: If the grievance is not settled at Step 1 and the Union or employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Police Chief within ten (10) business days after receipt of the Sergeant's written response at Step 1. The Police Chief, or designee, shall investigate the grievance and may, in the course of such investigation, offer to discuss the grievance within ten (10) business days with the grievant, the Union Steward and, if the Union so desires, a Union representative or attorney at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Police Chief, or designee, shall provide a written answer to the grievant and the Union within ten (10) business days following their meeting.

STEP 3: If the grievance is not settled at Step 2 and the Union or employee desires to appeal, it shall so notify the Village Administrator in writing within ten (10) business days after receipt of the answer of the Police Chief or designee at Step 2. Thereafter, the Village Administrator or designee and the Police Chief or other appropriate individual(s) as desired by the Village Administrator (not to exceed three) shall meet with the grievant and a Union business representative and other appropriate individuals as desired by the Union representative (not to exceed three) within ten (10) business days of receipt of the Union's appeal. If no agreement is reached, the Village Administrator or designee shall submit a written response to the grievant and Union within ten (10) business days following the meeting. Limits on the number of parties allowed to attend said meeting can be waived by mutual agreement.

## **Section 8.3 Bypassing Steps**

The parties may by mutual agreement in writing agree to bypass one or more steps of the grievance procedure.

## **Section 8.4 Arbitration**

If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, as described below,

within ten (10) business days of receipt of the Village Administrator's written answer as provided to the Union at Step 3. Only the Labor Council has the right to settle a grievance or submit a grievance to arbitration.

1. The parties shall attempt to agree upon an arbitrator within ten (10) business days after receipt of the notice of referral. Upon request, each party shall submit the names of at least three (3) potential arbitrators. In the event the parties are unable to agree upon the arbitrator within the ten (10) business day period, the party seeking arbitration shall file a request with the Federal Mediation & Conciliation Service ("FMCS") for a panel of five (5) arbitrators from which the parties shall select a neutral arbitrator. The joint request must be filed within ten (10) business days of the attempt to agree on an arbitrator. The parties agree to request the FMCS to limit the panel to members of the National Academy of Arbitrators who reside within Illinois, Indiana, or Wisconsin. Each party retains the right to reject one (1) panel in its entirety, on written notice to the other, and request that a new panel be submitted. The Village and the Union shall have the right alternately to strike names from the panel. One party shall strike a name, the other party shall then strike a name, and this shall continue until one name remains. The person remaining shall be the arbitrator. A coin toss shall be used to determine which party strikes first. Striking shall not commence until the parties confirm that neither party wishes to strike the panel in its entirety.
2. The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Village representatives. The parties agree that arbitration hearings may be conducted by Zoom or other remote technology.
3. The Village and Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and Union retain the right to employ legal counsel.
4. More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.
5. The fees and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

#### **Section 8.5 Authority of the Arbitrator**

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties, and responsibilities of the Village under law and applicable court decisions. Any arbitration decision shall be issued within thirty (30) calendar days

of the hearing or filing of briefs, or any extension thereof to which the parties have mutually agreed in writing. Any decision or award rendered within the limitations of this Article and applicable law shall be final and binding upon the Village, the Labor Council, and the employees covered by this Agreement.

#### **Section 8.6 Time Limit for Filing**

No grievance shall be entertained or processed unless it is submitted at Step 1 within ten (10) business days after the occurrence of the event giving rise to the grievance or within ten (10) business days after the employee knew or should have known of the occurrence of the event giving rise to the grievance, or Step 3 if applicable, within ten (10) business days after the occurrence of the event giving rise to the grievance or within ten (10) business days after the employee knew or should have known of the occurrence of the event giving rise to the grievance. A "business day" is defined as a calendar day exclusive of Saturdays, Sundays or holidays recognized in this Agreement. If a grievance is not presented by the employee or by the Union within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits and has not requested an extension of time to answer, the aggrieved employee or the Union, whichever is applicable, may elect to treat the grievance as denied at the step and within ten (10) days after the Village answer was due, appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

#### **Section 8.7 Work Now, Grieve Later**

It is agreed and understood that circumstances which give rise to a grievance shall not exempt the employee from the responsibilities of completing the assigned tasks. Employees are reminded that refusal to complete an assigned task shall be considered insubordination.

#### **Section 8.8 Union Grievance Processing**

Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees, setting forth with specificity the name(s) of the employee(s). Either party may have the grievant or one grievant representing a group of grievants present at any step of the grievance procedure, and the employee is entitled to Union representation at each step of the grievance procedure. The resolution of a grievance filed on behalf of one or more employees shall be applicable to all employees within a group.

#### **Section 8.9 Exclusivity of Grievance Procedure**

The grievance procedure set forth in this Article shall be the sole and exclusive means for discussing and processing items subject to the grievance procedure.

### **Section 8.10 Expedited Arbitration**

The parties' advocates in arbitration may mutually agree on expedited arbitration procedures. Any agreement on expedited arbitration will be on a case-by-case basis and will be considered non-precedential.

## **ARTICLE 9 DISCIPLINE**

### **Section 9.1 Imposition and Review of Discipline**

The Chief of Police is hereby granted authority directly or through his designee(s) to impose discipline upon sworn members of the Police Department who are members of the bargaining unit. For post-probationary employees, such discipline shall only be imposed for just cause and may include, but not be limited to, verbal or written warnings, suspensions with or without pay of whatever length or duration, and/or termination. Employees shall adhere to the Lindenhurst Police Department's Rules and Regulations.

Where minor offenses are involved, the principles of progressive discipline normally will be followed by the Chief or his designee(s). Probationary employees may be disciplined without cause and without review either under the grievance procedure or by the Village of Lindenhurst Board of Police Commissioners.

Any discipline imposed upon post-probationary employees by the Chief or his designee(s) is subject to review only under the grievance procedure of this Agreement, including under Section 8.4, Arbitration. The parties specifically agree that all employees covered by this Agreement "waive" and shall no longer possess any right to have any discipline which is imposed upon them reviewed by the Village of Lindenhurst Board of Police Commissioners.

### **Section 9.2 Personnel Files**

The Village agrees to abide by the lawful requirements of the Illinois Personnel Record Review Act, 820 ILCS 40/0.01, et seq, and as amended.

### **Section 9.3 Uniform Peace Officers' Disciplinary Act**

The Employer agrees to follow the Uniform Peace Officers' Disciplinary Act and as amended.

## **ARTICLE 10 DRUG-FREE WORKPLACE**

In accordance with state and federal Drug Free Workplace Acts, 41 U.S.C. § 701 *et seq.*, and 30 ILCS 580/1 *et seq.*, and as amended, the Village shall maintain a drug free workplace. The Village prohibits the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis and alcohol, on Village property or while acting on behalf of the Village. In conducting the testing authorized by this Labor Agreement and the Employee Manual in effect on March 28, 2022, the Employer shall: use only a clinical laboratory or hospital facility that is licensed and is accredited by the Substance Abuse and Mental Health Services Administration (SAMHSA). Ensure that the laboratory or facility selected conforms to all (SAMHSA) standards; 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 and provides a designated Medical Review Officer (MRO) who is certified by the State of Illinois to review drug and/or alcohol testing results. If the employee tests positive for drugs or alcohol, the clinical laboratory or hospital facility utilized must provide the employee tested with an opportunity to have the split sample tested by a clinical laboratory or hospital facility of the employee's choosing which is accredited by the Substance Abuse and Mental Health Services Administration (SAMHSA) at the employee's own expense. If Officers find themselves in a location where drugs or the use of drugs are prevalent and/or other hazard chemicals are present, the Officer should report such to their immediate supervisor for documentation no later than the end of their shift, if practical.

## **ARTICLE 11 MISCELLANEOUS**

### **Section 11.1 No Solicitation**

The Labor Council agrees that its Officers and business representatives will not solicit, and will not authorize, request, or encourage members of the bargaining unit to solicit, orally or in writing, merchants, businesses, residents, or citizens located within the Village of Lindenhurst for contributions or donations for the Union treasury or to purchase advertising in any Union publication, without the prior written approval of the Village Administrator.

### **Section 11.2 Training Reimbursement Agreements**

Employees shall be required to adhere to the training and equipment reimbursement agreements signed upon hire. Any equipment that can be reissued by the Department should not be part of the police officer training and equipment reimbursement agreement.

### **Section 11.3 Use of Masculine Pronoun**

The masculine gender as used herein shall be deemed to include the feminine gender and any employee who identifies as non-binary, unless the feminine or non-binary gender is clearly inappropriate in the context of the provision(s) concerned.

## **ARTICLE 12 HOURS OF WORK AND OVERTIME**

### **Section 12.1 Application of Article**

Nothing herein shall be construed as a guarantee of hours of work per day, per week, or per work cycle, and nothing herein shall preclude the Village from restructuring the normal workday, work week or work cycle. It is the Village's intent that such changes will be implemented based upon the valid and legitimate operation needs of the Department.

### **Section 12.2 Work Schedules**

The shifts, workdays and hours to which employees are assigned shall be stated on the Departmental work schedule. Should it be necessary in the interest of efficient operations to establish schedules departing from the normal workday, work period or work cycles, the Village

will give at least twenty-four (24) hours' notice where practicable of such change to the individual affected by such change.

### **Section 12.3 Overtime**

The Chief of Police or designee(s) shall have the right to require overtime work. Employees may not refuse overtime work. In non-emergency situations, the Chief or his designee as a general rule shall take reasonable steps to obtain volunteers for overtime assignments before assigning required overtime work. However, volunteers will not necessarily be selected for work in progress. Also, specific officers may be selected for special assignments based upon specific skills, ability and experience they may possess. Overtime shall be paid to employees who work hours in excess of eighty (80) hours per bi-weekly pay period. Sick leave shall not count as hours worked, but all other hours paid but not worked (e.g., vacation time, holiday time, etc.) shall be counted towards the calculation of overtime hours.

### **Section 12.4 Compensatory Time**

Officers may elect to accrue up to forty (40.0) hours of compensatory time in lieu of overtime compensation. 1.5 hours of compensatory time will be accrued for every 1.0 hour of overtime worked. After accruing forty (40.0) hours of compensatory time, any additional overtime can be paid in the form of wages. Requests for compensatory time off can be made in one (1) hour increments upon the Officer's request and approved by the Chief of Police or his designee.

### **Section 12.5 Shift Assignments**

The Police Chief, or his designee shall assign officers to the various shifts, using the process outlined below, in order to provide consistent levels of service to the community through a reasonable balance of experience, training, specialties and other factors. These assignments, which will generally be for a period of twelve (12) months and apply seniority and officers' preference as a considering factor, shall be made at the ultimate discretion of the Police Chief, or his designee and shall not be subject to the grievance procedure, except where the Labor Council contends that the Department has acted in an arbitrary or capricious manner.

Officers assigned to the patrol section shall be permitted to bid for their shift assignment between September 1st and September 15th, and not later than November 1st shall be notified of their shift assignment. Written bids will be submitted to the Police Chief, or his designee, and should identify a first and second and third shift choice. The parties recognize the process of submitting shift preferences for 2023 took place in October 2022 instead of September because of the timing of the negotiation process for an initial agreement.

Only officers who are assigned to the patrol section and who have completed their probationary period shall be permitted to participate in the bidding. Selections shall become effective no later than the second week of January, subject to the authority of the Police Chief, or his designee to take steps necessary to have an appropriate balance of experience, skill and/or ability on the shifts. After the bidding process, should the Police Chief, or his designee reasonably determine an appropriate balance of experience, skills and/or ability has not been achieved by the bidding, it is understood that reassignment(s) shall be made by the Police Chief, or his designee by reassigning



the most junior officer who the Police Chief or his designee feels possesses the desired experience, skills and/or abilities. As stated above, such reassignments shall not be subject to the grievance procedure, except where the Labor Council contends that the Police Chief, or his designee has acted in an arbitrary or capricious manner. It is understood that if reassignment(s) is/are required in order to achieve a balance of experience, skills and/or abilities within a given shift, the Police Chief, or his designee shall first seek a volunteer, who possesses the desired experience, skills and/or abilities, to secure said balance.

Officers who hold specialty assignments (e.g., canine handler, NIPAS, MCAT etc.), may be transferred to any shift, at any time, in order to meet the operational needs and/or objectives of the Department, as identified by the Police Chief, or his designee.

Shift assignments shall not preclude the Police Chief, or his designee from adjusting any officer's work schedule in order to provide remedial training (e.g., returning from extended absence, performance improvement plans etc.). Should an officer not assigned to the patrol section be transferred to patrol duties after the bidding process outline above, that officer shall be assigned to shift at the Police Chief's, or his designee's discretion until the next annual shift bidding process.

#### **Section 12.6 No Pyramiding**

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

### **ARTICLE 13 WAGES AND ECONOMIC BENEFITS**

#### **Section 13.1 Salary**

Effective May 1, 2022, and retroactive on hours paid, except sick time, to that date for all employees employed by the Village on the date of contract ratification, the Village will implement the following salary schedule:

Step	Length of Service	May 1, 2022	May 1, 2023 +2.75%	May 1, 2024 +2.75%	May 1, 2025 +2.75%	May 1, 2026 +3.00%	May 1, 2027 +3.00%
A	Probationary	\$74,407	\$76,453	\$78,556	\$80,716	\$83,137	\$85,632
B	Completion of Probation	\$78,127	\$80,275	\$82,483	\$84,751	\$87,294	\$89,913
C	May 1 following Step B	\$82,033	\$84,289	\$86,607	\$88,989	\$91,658	\$94,408
D	May 1 following Step C	\$86,135	\$88,504	\$90,938	\$93,438	\$96,241	\$99,129
E	May 1 following Step D	\$90,442	\$92,929	\$95,485	\$98,111	\$101,054	\$104,085

F	May 1 following Step E	\$94,963	\$97,574	\$100,258	\$103,015	\$106,105	\$109,288
G	May 1 following Step F	\$99,712	\$102,454	\$105,272	\$108,167	\$111,412	\$114,754
H	May 1 following Step G	\$104,698	\$107,577	\$110,536	\$113,575	\$116,983	\$120,492

Upon ratification of the 2022 bargaining agreement, employees in the bargaining unit on the date of ratification who were hired by the Village of Lindenhurst as entry level candidates shall be placed in the Step commensurate with their seniority. Employees in the bargaining unit on the date of ratification who were hired by the Village as lateral hire candidates shall be placed in the second step that is higher than their current rate of pay. For example, a laterally hired employee whose pay prior to ratification was \$85,000 would be placed at Step E (with Step D being the first step higher than the current rate of pay).

Employees hired after the date of ratification of the 2022 bargaining agreement shall ordinarily start at Step A, advance to Step B upon completion of their probationary period, and advance to Step C on the first May 1 after completion of the employee's probationary period. Employees hired as lateral candidates may be started at Steps A through D based on their prior experience, as determined by the Village in the sound exercise of its discretion. If a lateral candidate is started at Steps C or D, the Village may delay the advancement of the candidate to the subsequent step until the second May 1 after the employee's hire date instead of the first May 1. Beginning with Step C, step advancement for eligible employees shall be on May 1 of each year.

All employees' performance and salaries will be reviewed annually by the Chief and/or his designee. The Employer agrees that each Officer will meet each quarter with their supervisor to review the Management's performance objectives and provide training or other recommendations to address any concerns of Management. Employees who meet or exceed the majority of performance objectives as established by the Village shall receive a step and salary increase. Employees who do not meet or exceed performance of the majority of departmental and individual goals as established by the Village shall not receive a step or salary increase. They shall be assigned a Performance Improvement Plan established by the Village for up to sixty (60) calendar days. Upon successful completion of the Performance Improvement Plan, they shall be eligible to advance to the next step and salary increase the next payroll period.

### **Section 13.2 Officer-in-Charge Pay**

Officers who are assigned to act as an Officer-in-Charge for four (4) or more hours in a shift shall receive an extra 1.0 hours of straight-time pay added to their wages for the shift. Such compensation shall not be considered "hours worked."

### **Section 13.3 Court Time**

An Officer who is required to appear in court or on stand-by when not otherwise on duty shall receive a guarantee of two (2) hours of pay at one and one-half pay or the actual time spent, whichever is greater.

## **ARTICLE 14 EMPLOYEE BENEFITS**

### **Section 14.1 Holidays**

In lieu of holiday pay, sworn police officers shall receive an additional floating holiday (or ½ day, as the case may be) per calendar year for each of the following holidays New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve (1/2 day), Christmas Day, New Year's Eve (1/2 Day). An employee must be employed with the Village at the time the holiday occurs in order to receive the additional floating holiday. Use of a floating holiday shall be subject to the approval of the Chief of police of his/ her designee and requests in one (1) hour increments shall be submitted at least three (3) days in advance. If the Village changes the list of Village-recognized holidays, the same changes shall apply to bargaining unit employees, provided, however, that the net number of holidays shall not be decreased. The use of holidays may be requested in one (1) hour increments and must be approved by the Chief of Police or his designee.

### **Section 14.2 Vacation**

Full time employees shall be entitled to vacation as set out below, based on continuous years of service of:

<b>Service</b>	<b>Annual</b>
1-4 full years of service	80 hours
Start of 5 <sup>th</sup> year through completion of 11 full years of service	120 hours
Start of 12 <sup>th</sup> through completion of 19 full years of service	160 hours
Start of 20 years of service	200 hours

Vacation leave shall be awarded to employees at their original employment anniversary date of each year in an amount corresponding to the schedule above based upon the number of full years of employment completed. Vacation days are not cumulative. Earned days must be taken during the anniversary year following the year earned. Exceptions to this rule will be considered by the Village Administrator or his designee on a case-by-case basis for special circumstances. Requests for vacation leave can be requested in one (1) hour increments and must be made a minimum of three (3) calendar days prior to the requested vacation leave period by the employee and approved by the Chief of Police or his designee.

### **Section 14.3 Personal Days**

Full-time bargaining unit employees are entitled to twenty-four (24) hours per calendar year. In the initial year of employment, employees will receive one (1) personal leave day if hired between January 1 and June 30; or zero (0) personal leave days if hired between July 1 and December 31. Personal leave days must be taken in the calendar year in which they are granted. Personal leave days not taken will be forfeited on December 31 of each year. Personal leave days are not paid out upon termination of employment. The use of personal leave may be requested in one (1) hour increments and must be approved by the Chief of Police or his designee.

### **Section 14.4 Uniform and Equipment**

The Village will provide a lump sum stipend of six hundred dollars (\$600) to each Officer during the first payroll period in May of each year.

### **Section 14.5 Tuition Assistance**

Employees covered by this Agreement shall be eligible to participate in any tuition reimbursement plan that the Village may have in effect from time to time on the same terms and conditions that are applicable to Village employees.

### **Section 14.6 Health and Life Insurance Benefits**

Employees covered by this Agreement shall be eligible to participate in the Village's group health, dental, and life insurance plans on the same terms and conditions that are applicable to Village employees, as may be changed from time to time. The Village agrees that bargaining unit employees shall pay no more than five percent (5.0%) towards the cost of their medical insurance premiums, and that employees shall not be required to contribute towards the cost of dental, vision, or life insurance premiums during the term of this Agreement.

## **ARTICLE 15 LEAVES OF ABSENCE**

### **Section 15.1 Sick Leave**

Sick Leave shall only be used for the purpose for which it was intended, that being to provide an employee protection against loss of pay due to illness or disability. Sick Leave shall not be considered a privilege which an employee may use at his discretion but shall be allowed only in case of necessity and actual sickness or disability of the employee (for which he is not eligible for workers' compensation benefits), or care of the employee's immediate family. Sick leave may not be converted into any other form of compensation.

Full-time regular employees shall be granted eight (8) hours of sick leave for each full calendar month of employment that an employee is on the active payroll, provided that the number of sick leave days shall not exceed one thousand four hundred forty (1,440) hours at any one time. For the purpose of treating a medical illness or injury or caring for a medically ill or injured family member it is the policy of the Village to provide sick leave benefits to allow an employee time away from work specifically for the purpose of:

- 1) Actual sickness.
- 2) Disability of the employee for which he is not eligible for workers' compensation or PEDDA benefits.
- 3) Because of childbirth by the employee or spouse.
- 4) Medical or dental appointments which cannot reasonably be scheduled during non-working time. Employees will provide reasonable notice of medical appointments scheduled during normal working hours.
- 5) Medically required quarantine or isolation.
- 6) Other sickness prevention measures which cannot reasonably be scheduled during non-working time. Employees will provide reasonable notice of medical appointments scheduled during normal working hours.
- 7) For the serious illness which requires the employee's presence for members of immediate family as defined as follows:
  - (a) Spouse or Domestic Partner.
  - (b) Child or Stepchild
  - (c) Parent or stepparent
  - (d) Sibling
  - (e) Mother-in-law or father-in-law.
  - (f) Sister-in-law or brother-in-law.
  - (g) Grandparents or grandparents-in-law.

Sick leave may never be used just because it has been accrued. Abuse of sick leave shall be cause for termination.

### **Section 15.2 Sick Leave Buyback**

To be eligible for the Village's sick leave buyback program, employees must accrue a minimum of forty (40) hours of unused sick leave during that calendar year (i.e., an employee who worked all twelve months must have used fewer than fifty-six (56) hours of sick leave that calendar year). If an employee is eligible for the Village's sick leave buyback program, the employee may convert a maximum of forty (40) hours into "pay in lieu" of sick leave, which will be paid in January of the following year. Employees may also convert a maximum of sixteen (16) hours into personal days that must be used in the following year.

### **Section 15.3 Jury Duty**

An employee called to appear or serve on a jury on any day when he/she would have otherwise been scheduled to work shall immediately notify his/her supervisor. Such employee will receive

his/her regular pay and benefits while so serving but must remit to the Village any compensation received for such services not including travel and meal expenses. Employee shall contact his/her supervisor immediately upon being released from jury service each day that more than half of such employee's normal shift remains after such release.

#### **Section 15.4 Bereavement Leave**

In the event of death in the employee's immediate family, an employee shall be granted up to three days with pay as funeral leave if the employee attends the funeral, celebration of life, or memorial service which must be used within twenty (20) calendar days. Immediate family is defined as the employee's spouse, children, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren.

#### **Section 15.5 Family and Medical Leave Act**

In order to be in compliance with the Family and Medical Leave Act of 1993 ("FMLA") and applicable rules and regulations, the parties agree that the Village may adopt policies to implement the Family and Medical Leave Act of 1993 or as amended that are in accord with what is legally permissible under the Act and the applicable rules and regulations.

#### **Section 15.6 Military Leave**

Pursuant to the Uniformed Services Employment and Reemployment Rights Act (USERRA), the Illinois Military Leave of Absence Act, the Public Employee Armed Services Rights Act, and the Local Government Employees Benefits Continuation Act, leaves of absence shall be granted for all employees who are called or volunteer for military service, including training duty in a reserve component of the United States Armed Services, including the National Guard, and the Illinois State Militia. During such leave, the employee's seniority and other benefits shall continue to accrue.

### **ARTICLE 16 SAVINGS CLAUSE**

If any provisions of this Labor Agreement or any application thereof should be rendered or declared unlawful, invalid, or unenforceable by virtue of any judicial action, or by existing Executive Order or other competent authority, or subsequent litigation, the remaining provisions of this Labor Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet within thirty (30) calendar days promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid, or unenforceable. If the parties unable to reach an agreement, the resolution of bargaining impasse issue shall be resolved according to the provisions of the Illinois Public Labor Relations Act, 5 ILCS 315/14, or as amended.

### **ARTICLE 17 ENTIRE AGREEMENT**

The Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement. In so agreeing, the parties

acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse procedure for a new successor Agreement or part thereof are continuing between the parties, provided that either party may terminate this Agreement by written notice to the other at least ten (10) days prior to the desired date of termination but not before the anniversary date of this Agreement.

#### **ARTICLE 18 IMPASSE RESOLUTION**

The resolution of any bargaining impasse shall be resolved according to the provisions of the Illinois Public Labor Relations Act, 5 ILCS 315/14, or as amended. Should the parties arrive at an impasse during the period of negotiations, the Village and the Union do mutually agree to seek mediation from the Federal Mediation and Conciliation Service (FMCS).

**The Remainder of This Page is Intentionally Blank**

## ARTICLE 19 DURATION

This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 30<sup>th</sup> day of April 2028. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by certified mail at least ninety (90) calendar days prior to the expiration date that it desires to modify this Agreement. After notice of a parties' desire to modify this Agreement as provided above, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached. Even though this Agreement may be terminated pursuant to the provisions of this Article, during the pendency of negotiations, the provisions of this Agreement shall remain in effect and shall not be changed without the consent of the other.

Executed this 14<sup>th</sup> day of November, 2022.

For the Village of Lindenhurst:

Dominic Marturano 11/14/22  
Date

Dominic Marturano  
Mayor

Jody Sloughtenger 11/14/22  
Date

Jody Sloughtenger  
Village Clerk

VILLAGE SEAL:

VILLAGE OF LINDENHURST  
Village Clerk  
Corporate Seal



For the IL FOP, Labor Council:

Kevin S. Krug 11-09-22  
Date

Kevin S. Krug  
F.O.P. Labor Council

Robert J. Holbach 11-9-22  
Date

Robert J. Holbach  
Steward

John P. Rytina 11/9/22  
Date

John P. Rytina  
Steward

Steven P. Flasch 11/09/22  
Date

Steven P. Flasch  
Steward



## **APPENDIX A DUES AUTHORIZATION FORM**

I, \_\_\_\_\_, 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, \_\_\_\_\_, hereby authorize my Employer, Village of Lindenhurst, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my Employer to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment as exclusive bargaining representative to the date this dues deduction is implemented, in such manner as it so directs.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_  
\_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_

Personal E-mail: \_\_\_\_\_

Employment Start Date: \_\_\_\_\_

Title: \_\_\_\_\_

### **Employer, please remit all dues deductions to:**

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

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



**APPENDIX B GRIEVANCE FORM**  
(Use additional sheets where necessary)

Lodge/Unit No. Year Grievance No.

Date Filed: \_\_\_\_\_  
Department: Village of Lindenhurst Police 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: \_\_\_\_\_

Briefly state the facts: \_\_\_\_\_

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

Remedy Sought: \_\_\_\_\_

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

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

**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

Lodge/Unit No. Year Grievance No.

**STEP FOUR**

**REFERRAL TO ARBITRATION by Illinois FOP Labor Council**

\_\_\_\_\_  
Person to Whom Referral Given

\_\_\_\_\_  
Date

\_\_\_\_\_  
FOP Labor Council Representative

The Labor Council will provide written notice of their intent to proceed to arbitration to the Chief of Police or Mayor.



**APPENDIX C**  
**SENIORITY LIST AS OF 10-3-2022**

<b><u>Name</u></b>	<b><u>Hire Date</u></b>
1. Robert Holbach	02-03-2004
2. Steven Flasch	05-07-2007
3. Katie Kaminski	02-11-2019
4. William Splitt	04-13-2020
5. John Rytina	01-13-2021
6. Ramon Garcia	06-20-2022
7. James Siefken Jr	07-14-2022
8. Scott Slechter Sr	08-15-2022
9. Shane Siddens	08-22-2022

