

ILLINOIS FOP LABOR COUNCIL

and

VILLAGE OF ELBURN

Part-Time Police Officers



Village of Elburn



FRATERNAL
ORDER

MAY 1, 2023 – APRIL 30, 2028

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INTRODUCTION

This Agreement is voluntarily entered into by and between the Mayor and the Board of Trustees of the Village of Elburn, Illinois, hereinafter referred to as the "Village" and the Illinois Fraternal Order of Police, Labor Council, hereinafter referred to as the "Union" or "Labor Council" as the exclusive Collective Bargaining Agent for the employees of the Village of Elburn who are described in the Collective Bargaining Unit described herein.

PREAMBLE

The Union, having been certified by the Illinois Labor Relations Board as Collective Bargaining Agent for all Part-time Police Officers employed by the Village, and the Village, having voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting certain relations between them, and the intention of the parties to this Agreement being to provide for the appropriate wage structure, hours of employment, working conditions and benefits, and orderly and expeditious Grievance Procedure, all as set forth herein, the parties therefore agree to the following.

ARTICLE 1 RECOGNITION

As certified by the Illinois Labor Relations Board, S-RC-23-045 the Village recognizes the Union as the sole and exclusive bargaining representative for employees within the following collective bargaining unit:

INCLUDED: All part-time employees of the Village of Elburn in the rank of Patrol Officer. As used herein, the term "Police Officer" shall refer to all those Persons included in the Collective Bargaining Unit described above.

EXCLUDED: All other Police Officers, and any other employees of the Village of Elburn as defined by the Illinois Public Sector Labor Relations Act, and all other persons employed by the Village of Elburn.

ARTICLE 2 MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all various aspects and to manage, supervise and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services and missions of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish specialty positions; to assign overtime; to contract out for goods and services; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to evaluate employees; to discipline, suspend and discharge non-probationary employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities or to introduce new ones; to determine training needs and assign employees to training; to determine work hours (shift hours); to determine internal investigation procedures; to take any and all actions as may be necessary to carry out the mission of the Village and the Police Department during an event of civil emergency as may be declared by the Village President, Police Chief, or their authorized designees.

It is the sole discretion of the Village President to determine that civil emergency conditions exist which may include, but not be limited to riots, civil disorders, tornado conditions, floods, or other catastrophes. In the event of such emergency action, the provisions of this Agreement, other than compensation provisions, may be suspended, if necessary, provided that all provisions of the Agreement shall be immediately reinstated once the disaster or emergency condition ceases to exist.

ARTICLE 3 NO STRIKES-NO LOCKOUTS

Section 3.1 No Strike Clause

Neither the Union nor any Officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies of work to the rule situation, threat of mass resignations, mass absenteeism, picketing (for or against the Village), at any time in the uniform of the Village, any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be disciplined by the Village. Each employee who holds the position of Officer of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 3.2 No Lockout

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

Section 3.3 Judicial Restraint

Nothing contained herein shall preclude the Village or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

Section 3.4 Discipline of Strikers

Any Officer who violates the provisions of Section 3.1 of this Article shall be subject to disciplinary action. Any action taken by the Employer against any Officer who participates in any action prohibited by Section 3.1 above shall not be considered a violation of this Agreement and any dispute filed under this Article is limited to the issue of whether the employee violated this Article.

ARTICLE 4 UNION-VILLAGE RELATIONS

Section 4.1 Bulletin Board

A Union Bulletin Board of reasonable size shall be available for use in an area of the Police Department agreeable to the parties. A Bulletin Board shall be available for the posting of notices and materials relating to Union activities. Such materials shall be identified with the name of the Union and shall be signed or otherwise authenticated by an appropriate Officer or representative thereof. Such materials shall not be derogatory of any person associated with the Village and shall not include items that are primarily endorsements of candidates for political office (other than offices of the Union).

Section 4.2 Public Information

The Village shall make available to the Union, upon written request, normal and usual public information, including relevant financial data and statistics that are pertinent to the conduct of negotiations, the processing of grievances, or the enforcement of the terms of this Agreement. Such materials shall be provided within ten (10) working days, wherever possible, following a written request from the Union. If unable to provide such materials within ten (10) working days, the Village shall advise the Union of its need for additional time and the Union agrees that, within reason, additional time may be granted. The Village shall not be obligated hereunder to research or compile data or to provide the same information more than once.

Section 4.3 No Discrimination

Neither the Village nor the Union shall discriminate against any employee because of race, creed, color, national origin, sex, or physical or emotional disability as defined by the Americans with Disabilities Act, or Union activities. Violations of Article 4 other than Union membership shall not be subject to the grievance and arbitration provisions of this Agreement and may be pursued in the court of administrative forum holding appropriate jurisdiction.

Section 4.4 New Employees

The Village agrees to notify the designated Union representative of the hiring of all Sworn Police Officers whose job classifications are covered by this Agreement within ten (10) working days of the date of hire.

Section 4.5 Dues Check Off Deductions

The Village shall deduct Union Dues from the salary of each employee covered by this Agreement in amounts as determined by the Union, and shall promptly transmit such funds to the Union, provided the amounts to be deducted shall be uniform for each Union member and provided the deduction is authorized in writing by the member. Union Dues shall be deducted from the salaries of employees twice per month and transmitted to the Union on the same schedule that the Village normally pays its Police Department employees.

Section 4.6 Union Representatives and Visitation

The Village recognizes the right of the Union to elect, appoint, or otherwise name up to two (2) Elburn Part-time Police Officers as Unit Stewards of the Union. The names of these Union Stewards, along with their designated titles shall be provided to the Elburn Chief of Police or designee immediately upon the conclusion of the negotiation of this Agreement, or at such other time as the identities of the Elburn Unit Stewards become known. Any subsequent changes in the names or titles of these Unit Stewards shall also be provided to the Chief of Police or designee as such changes occur. These designated Union Stewards shall be deemed to be the Union's official on-site spokespersons. However, these on-site Union Stewards shall not conduct Union business during regular working hours except with the permission of the Chief of Police or designee or except in the carrying out of certain time-sensitive functions such as Grievance handling or the resolution of disputes between the Village and Union members. The designated Union Stewards will not be paid compensation for any time spent handling grievances, bargaining, or attending any Union business. This time shall be specifically written on the time sheets as Union Business. Also, the Village recognizes the right of the Union to send representatives from its headquarters office to the Village and specifically, to the Police Department, for purposes of handling Grievances or observing and reporting on conditions under which

Union members are working. Such visits by Union headquarters representatives shall be conducted during the regular shifts that Union members are working and also, appropriate notice shall be made to the Chief of Police or designee whenever such visits are to be made. Such visits shall not interfere with normal Police Department functions.

ARTICLE V DISCIPLINARY INVESTIGATION PROCEDURES

Section 5.1 Police Officers' Bill of Rights

The Village agrees to abide by the Uniform Peace Officers' Disciplinary Act, (*50 ILCS 725/1 et seq.*), commonly known as the Police Officers' Bill of Rights, and as amended. In the event a Sworn Police Officer covered by this Agreement has reason to believe that the Village has violated the Uniform Peace Officers' Disciplinary Act, they will have the opportunity to file a Grievance under the terms of this Agreement or, separately, to file an action in a court of law. The Uniform Peace Officers' Disciplinary Act is hereby incorporated by reference and attached to this Agreement as Appendix A. Nothing in this Section is intended to or should be construed to waive employees' right to Union representation during questioning that the employees reasonably believe may lead to discipline. Employees shall have such rights as set forth in the United States Supreme Court decision in *NLRB v. Weingarten*, 420 U.S. 251 (1975) and *Department of Central Management Services and Corrections (Morgan)* decision 1 PERI par. 2020 (ISLRB, 1986).

Section 5.2 No Media Exposure

The Village agrees that no press releases or photos of any Officer under investigation shall be made available to the news media prior to a conviction on criminal charges or prior to a decision being rendered regarding any disciplinary action taken by the Village and reviewed by an appropriate reviewing body unless otherwise required by law.

ARTICLE 6 GRIEVANCE PROCEDURE

Section 6.1 Purpose and Filing Deadlines

It is the purpose of this Grievance Procedure to resolve as promptly and as expeditiously as possible any allegations by the Union and/or its members of any misinterpretation or misapplication of the terms of this Agreement. Any Grievance filed under the terms of this Article must be initiated not later than ten (10) calendar days (Monday — Friday) days or, if the Grievance describes an ongoing situation, it must be filed not later than ten (10) calendar days (Monday — Friday) days after the underlying situation becomes known to either the Union or the member or members who file the Grievance. Grievances involving suspension or termination shall be filed at Step 2.

Section 6.2 Definitions

(1) GRIEVANCE shall mean an allegation by the Union or by an affected employee that there has been a violation, misinterpretation, or misapplication of any provision of the Agreement.

(2) Any employee covered by this Agreement may be represented by a Union official, staff representative, on-site representative, or attorney at any meeting, hearing, or appeal relating to a Grievance that has been formally presented. Overtime compensation will not be paid for attendance at any grievance meeting or hearing.

(3) The Union and the Unit Steward shall be advised of any meeting, hearing, or appeal relating to a Grievance that has been formally presented, and a representative of the Union and the Unit Steward shall have the right to attend and participate in any such meeting, hearing, or appeal.

(4) The failure of the Grievant to act on any Grievance within the prescribed time limits articulated elsewhere in this Article will act as a bar to any further appeal within this Grievance Procedure. If the Village's designated representative shall neglect to proceed to render a written decision within the time limits, the Grievance may be advanced to the next step of the Grievance Procedure. Time limits may, however, be extended by written agreement.

Section 6.3 Procedures

The party asserting a Grievance shall attempt to resolve the problem through informal communication with the immediate supervisor.

STEP 1: If the informal process with the immediate supervisor fails to resolve the problem, the Grievance may be formally presented in writing to the Chief of Police. The filing of the formal written Grievance at this step must be within ten (10) calendar days of the date of the occurrence giving rise to the Grievance or from the date when the Grievant might reasonably have become aware of the incident or situation that results in the filing of the Grievance. Upon receipt of the formal written Grievance, the Chief will arrange for a meeting to be held within ten (10) calendar days to review the Grievance. The formal Grievance shall clearly identify all grievant(s), summarize all relevant facts, identify all provisions of the Agreement allegedly violated, and describe the remedy that is requested. The Chief of Police shall provide a written answer to the Grievant (with a copy to the Union if the Union is not the Grievant) within ten (10) calendar days of the meeting. The written answer shall include the reasons for any decision contained in the Village's response to the Grievance.

STEP 2: If the Grievance is not resolved at the preceding step, the Union and/or Grievant may refer it to the Mayor or designee by filing the same in writing within ten (10) calendar days of receipt of the written answer from the previous level. The Mayor or designee will arrange for a meeting to be held within ten (10) calendar days of such referral to review the Grievance. Each party shall have the right to include in its presentation such witnesses as it deems necessary to develop facts pertinent to the Grievance. A written answer, including reason(s), shall be provided to the Grievant (with a copy to the Union if the Union is not the Grievant) within ten (10) calendar days of the meeting provided for in this paragraph.

STEP 3: If the Grievance is not resolved at the Mayor's level, only the Union may submit it to binding arbitration, provided written notice indicating such is filed with the Mayor's office within ten (10) calendar days of the written answer rendered by the Mayor's office, or if no written answer is filed, within ten (10) calendar days of the last day on which such written answer was due. The Union shall promptly request the Federal Mediation and Conciliation Service to provide a panel of qualified Arbitrators who are members of the National Academy of Arbitrators from which the parties may make a selection pursuant to the practices of the Federal Mediation and Conciliation Service.

The fees and expenses of the Arbitrator and the Federal Mediation and Conciliation Service shall be shared equally by the Village and the Union. The parties likewise shall share the expenses of any transcript(s) which they may jointly request, but all other expenses which may be incurred by either party shall be borne by that party. 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 any question of fact as to whether or not there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement. The Arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 2. The Arbitrator shall have no authority to make a decision on any issue not submitted or raised. 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 decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding upon the Village, the Union, and the employees.

Section 6.4 Time Limit for Filing

No Grievance shall be entertained or processed unless it is submitted in Step 1 or Step 2 for disciplinary action involving suspension or termination within the specified time limits after the occurrence of the event giving rise to the Grievance or within the specified time limits after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the Grievance. If the Grievance is not presented within the specified time limits contained in this Article, it shall be considered waived. If the Grievance is not appealed to the next step within the specified time limits contained in this Article or any agreed extension thereof, it shall be considered settled on the basis of the Village's last written answer. If the Village does not answer a Grievance or an appeal thereof within the specified time limits outlined in this Article, the aggrieved employee may elect to treat that Grievance as denied at that step and immediately appeal the Grievance to the next step.

ARTICLE 7 DISCIPLINE AND DISMISSAL

Section 7.1 Employee Security

Police officers covered by the terms of this Agreement shall not be suspended or discharged except for just cause. The Village shall ordinarily follow the tenets of progressive discipline unless the facts and circumstances of the case require otherwise.

Section 7.2 Access to Personnel Files

Personnel files kept by the Village on all Part-time sworn Police Officers shall be made available pursuant to the terms of the Illinois Personnel Record Review Act (820 ILCS 40/1 et seq.) or as may be otherwise required by law or court order.

Section 7.3 Disciplinary Sequence

The typical disciplinary sequence for any employee covered by this Agreement shall be (1) Verbal Warning; (2) Written Warning, with a copy to the employee's personnel file; (3) Suspension; (4) Dismissal. Disciplinary action, up to and including termination of employment, shall be for a violation of a Village ordinance, County or State or Federal law, or for a violation of Police

Department policy or rules and regulations, so long as such rules and regulations have previously been reduced to writing and distributed to, posted, or otherwise made available to all Part-time Elburn Police Officers covered by this Agreement. Any such disciplinary action shall be administered in a timely and progressive manner except that suspension or dismissal may result as the first step in the disciplinary procedure depending on the circumstances and severity of the offense. Any Elburn Police Officer covered by this Agreement is entitled to Union representation at any meeting or hearing called for the specific purpose of disciplining the employee. If a non-disciplinary meeting turns into a disciplinary meeting, the employee is entitled to recess the meeting until Union representation can be obtained before continuing with any such disciplinary meeting.

Section 7.4 Disciplinary Authority

The Chief of Police shall have the authority to take all discipline provided for in Article 7.3 above. Police Officers may grieve suspensions, demotions, and termination through the grievance process outlined in Article 6. Oral and Written Reprimands shall not be subject to the terms of the grievance process or the Board of Police Commissioners.

ARTICLE 8 SENIORITY

Section 8.1 Definition of Seniority

The Village and the Union recognize that there may exist two (2) levels of seniority for a given employee. Any Police Officer covered by this Agreement who was employed by the Village in any capacity other than Police Officer, on either a part-time or full-time basis, shall be entitled to a Village level of seniority which shall be computed from the employee's original date of hire.

The Police Department level of seniority shall apply to all Elburn Part-time Police Officers whose original date of hire was as a Part-time Police Officer. In either case, Police Department seniority shall date from the employee's earliest date of continuous employment as a Part-time Elburn Police Officer. Police Department seniority shall be used to determine the status of individual Police Officers in matters of shift scheduling, transfers or promotions within the Police Department, reduction in force, opportunities to work overtime, opportunities to bid for specific shift assignments, training opportunities, and such other matters that may arise from time to time and which may require a fair and equitable means of choosing one employee over another. However, in all cases, the seniority rights of Elburn Part-time Police Officers who have successfully completed their probationary periods shall take precedence over any seniority rights deemed to be held by temporary Officers, retired Officers who have returned to work on a part-time, temporary, or consulting basis, and any other employees who are not Elburn Part-time Police Officers.

Section 8.2 Hiring Date Conflicts

In the event that more than one (1) employee covered by this Agreement has the same date of hire, the seniority of the employees involved shall be resolved based on the order in which the original employment application was received by the Village for Part-time Police Officer.

Section 8.3 Probationary Period Seniority

All newly hired certified Sworn Part-time Police Officers shall be considered probationary employees until they successfully complete a probationary period of twelve (12) months from the date of hire. All newly hired uncertified Sworn Part-time Police Officers shall be considered probationary

employees until they successfully complete a probationary period of eighteen (18) months from the date of hire. Seniority among probationary Officers shall not apply until after they complete their probationary period, in which case they shall then be deemed to have accrued twelve (12) months of seniority for certified Officers and eighteen (18) months for uncertified part-time Officers with the Elburn Police Department. The Chief of Police may extend a given employee's probationary period one (1) time for a three (3) month period for a certified Officer or six (6) months for an uncertified Officer if, at the Chief's discretion, that employee requires additional time to qualify as an Elburn Part-time Police Officer. However, all applicable benefits, if any, shall accrue to all covered employees who have completed twelve (12) months of service to the Elburn Police Department for a certified Officer and eighteen (18) months for an uncertified Officer, whether or not their probationary periods have been extended.

Section 8.4 Accrual and Non-Accrual of Seniority

Seniority shall accrue on a continuous basis following the twelve (12) or eighteen (18) month probationary period and shall be a determining factor in all such matters in which Officers shall be deemed to have the right to choose. Seniority shall be terminated whenever an employee resigns, is discharged for cause, retires, or has been laid off during a reduction in force and not called back for two (2) years.

Section 8.5 Layoff and Recall

The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined the layoffs are necessary, employees will be laid off in reverse seniority order pursuant to Article 10 §2.1-18 of the Illinois Municipal Code (*65 ILCS 5/10-2.1-18*). Except in an emergency, no layoff will occur without at least thirty (30) calendar days' notification to the Labor Council and to all affected employees. The Village agrees to consult the Labor Council, upon request, and afford the Labor Council an opportunity to propose alternatives to the layoff, though such consultation shall not be used to delay the layoff. Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training.

Employees who are eligible for recall shall be given thirty (30) calendar days' notice of recall. Notice of recall shall be sent to the employee by certified mail, return receipt requested, with a copy to the Labor Council. The employee must notify the Police Chief or designee of his intention to return to work within seven (7) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief or designee with his latest mailing address. If an employee fails to respond in the allotted seven (7) days to a recall notice, his name shall be placed at the bottom of the recall list.

Section 8.6 Seniority, Shift Scheduling, and Days Off

The final authority for making such determinations shall reside with the Chief of Police or designee and shall reflect the overall staffing needs of the Department. Officers who sign up for shifts are obligated to work those shifts. Failure to work the shift can lead to disciplinary action, e.g., limiting the number of shifts an Officer can sign up for.

Section 8.7 Seniority and Rescheduling (Trading) of Shifts

The Village agrees that regularly scheduled shifts and regularly scheduled days off may periodically be voluntarily traded between individual Officers without regard to seniority. In such instances, both Officers involved in a given shift trade must notify the Chief of Police or designee at least forty-eight (48) hours in advance of the starting time of the shift being traded. Also, such voluntary shift rescheduling must be reciprocal so that the Village will not be obligated to compensate either Officer at an overtime rate.

ARTICLE 9 EMPLOYMENT PRACTICES & PROCEDURES

Section 9.1 Court Time Compensation

The Village agrees that all Police Officers will be compensated for Court appearances at the minimum rate of two and one half (2.5) hours of pay at the regular rate of pay. For Court appearances that occur during an Officer's regularly scheduled shift, there shall be no additional compensation.

Section 9.2 Residency Requirement

The parties to this Agreement agree that in order to work as an Elburn Police Officer, all current and future Officers employed by the Village of Elburn throughout the lifetime of this Agreement must live within forty (40) miles of the location of the Elburn Police facility upon the completion of their probationary employment period. If any Village Ordinance exists or is implemented during the lifetime of this Agreement that conflicts with this Section, this Section shall take precedence over any conflicting Village Ordinance.

Section 9.3 Uniform Allowance

The Village of Elburn will provide all newly hired Part-time officers with a full set of uniform clothing, and necessary equipment, not to include personal firearms, prior to their first patrol shift, or their first day of attendance at a certified police academy. Body armor with an under-uniform carrier will be supplied to each Part-time Officer who does not have a current valid vest. The vest will be ordered through the Village's current supplier as soon as a Part-time Officer is officially hired for the position. Any officer that has a current valid vest will have his/her name put on the replacement schedule to have the Village purchase a replacement vest at such time as their vest is no longer under warranty by the manufacturer. Officers wishing to use an outer vest carrier must purchase the outer carrier at their own expense or may use annual uniform allowance funds to pay for it; any outer vest carriers must meet the approval of the Chief of Police. The outer vest carrier must substantially resemble the normal duty uniform shirt. Thereafter, effective May 1, 2023, the Village of Elburn will make an annual (fiscal year basis) uniform allowance of four hundred twenty-five dollars (\$425.00) available to all part-time officers. Effective May 1, 2024, the uniform allowance shall be increased to four hundred fifty dollars (\$450.00) on an annual fiscal year basis. Effective May 1, 2025, the uniform allowance shall be increased to four hundred seventy-five dollars (\$475.00) on an annual fiscal year basis. Effective May 1, 2027, the uniform allowance shall be increased to five hundred dollars (\$500.00) on an annual fiscal year basis. This allowance will be for the purchase of uniforms and equipment including a one-time purchase of a firearm for new part-time Officers who do not own a qualifying duty firearm. This one-time firearm allowance shall be a reimbursement of up to the annual clothing allowance upon the completion of a Part-time Officer's probationary period.

See Exhibit "B" for the list of approved uniform items.

All Part-time Officers will be required to keep their uniforms clean and in good condition at all times.

The Elburn Police Department participates in the federal Bullet Proof Vest Partnership program. Once provided with a body armor vest, the Officer must wear the vest while on patrol-related duty.

Officer's personal items (watch, prescription eyeglasses, Jewelry, etc.) that are damaged while on duty will be replaced by the Village. The replacement cost of these personal items shall not exceed one hundred dollars (\$100.00). The Village shall not be responsible for the repair or replacement of the Officer's personal cell phone or other electronic items. Officers suffering such damage shall complete the necessary police reports evidencing such damage.

The Village will also provide retired Officers with one (1) identification card and retirement star upon their retirement after the completion of at least ten (10) years of continuous service with the Elburn Police Department.

Section 9.4 Shift Schedule/Picks

Police Officers covered in this Agreement will work eight (8) or ten (10) hour shifts. The Chief of Police or designee may at their discretion, after January 1, 2024, adjust the start and end times of the shifts with notice given prior to annual full-time shift bidding. If a shift change is required by either party, it will be negotiated. Police Officers may not switch shifts or assignments, other than through the trade procedures outlined in Section 8.7 once the schedule has been posted.

If there are shifts available, the shifts will be picked by seniority on a rotation basis. Officers are required to pick and work at least three (3) shifts per month if shifts are available unless an exemption is granted by the Chief of Police or designee due to extenuating circumstances.

During shift picks, Part-time Officers can pick no more than 3.5 shifts in one (1) week (Monday-Sunday). Illinois Law Enforcement Training and Standards Board (ILETSB) requires that a part-time officer can't work more than 1560 hours per calendar year (cumulative) including other part-time peace Officer jobs they may be working. If an Officer works 1560 hours cumulatively before December 31st, they will be taken off the schedule until the new calendar year starts, not losing his/her rights to their shift(s) until such time as the new schedule period may start.

If a Part-time Officer is approved by the Department for a shift during shift picks, a full-time Officer cannot bump this Part-time Officer from a shift for any reason.

Section 9.5 Overtime Compensation and Compensatory Time

Police Officers may be required to work overtime in both emergency and non-emergency situations. In either case, overtime shall be duly authorized and approved by the Chief of Police or designee. Officers required to work overtime shall be compensated for such time at the rate of one and one-half (1^{1/2}) times the regular hourly rate of pay. Overtime is defined as all "hours worked" in excess of forty (40) hours in

any one week (Monday through Sunday). All Village-sponsored special details will be paid at a rate as negotiated by the Village with the entity requesting the detail. Overtime requirements, both emergency and non-emergency, will be posted at the station and/or will be disseminated by electronic group message.

Section 9.6 Evidence Technician / Detective

If a Part-time Officer is called out to work as an Evidence Technician or Detective and is not currently working, he will be paid at a rate of time and one-half (1^{1/2}) to be paid on an hour-for-hour basis.

Section 9.7 Secondary Employment

The Village agrees that all Part-time Police Officers covered by this Agreement who desire to take on additional law enforcement or private security employment based on their employment with the Village of Elburn as a Part-time Police Officer may do so upon approval of the Chief of Police or designee which shall not be unreasonably withheld. Prior to accepting additional law enforcement or private security employment, the Officer shall submit a request to the Chief of Police or designee for approval. It shall state, among other information, the name of the additional employer, a contact person, the nature of the additional employment, and the expected days and hours of work per week. At no time may an Officer be employed in additional law enforcement or private security employment described above which will conflict with their ability to serve the Village of Elburn.

Section 9.8 Off-Duty Training

If no shifts are available or if an Officer is in an exempt status per Section 9.4, up to three (3) hours per month may be paid for time spent completing Police Law Institute (PLI) and/or Lexipol training. Proof of such training shall be submitted to the Chief of Police or designee in order to receive pay.

ARTICLE 10 HOLIDAYS AND LEAVES

Section 10.1 Holidays

The Village agrees that all bargaining unit members who work on any of the holidays listed below will be paid at the rate of one and one-half (1^{1/2}) times their regular rate of pay. Any overtime worked beyond the normal duty hours on a Holiday will be paid at the Holiday rate of pay.

- | | |
|-----------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King, Jr. Day | Columbus Day |
| President's Day | Thanksgiving Day |
| Spring Holiday | Day after Thanksgiving |
| Memorial Day | Christmas Eve |
| Independence Day | Christmas Day |

Section 10.2 Jury Duty Leave, Court Leave

Any Police Officer covered by this Agreement who is summoned as a witness in a criminal or civil Court proceeding or is summoned and reports for jury duty shall be granted leave to fulfill such duty. The Village shall compensate any Officer who is required to serve as a juror or participate in a Criminal or Civil Court proceeding at his or her regular rate of pay, assuming such Court or Court-related appearance takes place when the Officer would have been scheduled to work. The Officer shall

present proof of such service to the Chief of Police or designee. Any fees or expense reimbursements that are paid to the Officer for such duty shall, in turn, be paid by the Officer to the Village.

Section 10.3 Military Leave

The parties agree that they will be bound by the provisions of all state and federal military leave statutory requirements during the duration of this Agreement.

Section 10.4 Family Medical Leave Act

The Village agrees that any Police Officer (male or female) shall be governed by the policy and procedures in accordance with the Federal Family Medical Leave Act.

Section 10.5 Paid Leave

Effective January 1, 2024, Police Officers covered by this Agreement are eligible to receive paid leave to use for any reason at the employee’s discretion per the Paid Leave for All Workers Act, (*Public Act 102-1143*) as amended. Officers will earn one (1) hour of paid leave for every forty (40) hours worked. Requests for such leave must be provided to the Chief at least three (3) days in advance of the use. The Village will not compensate any Officer for any unused paid leave upon separation from employment with the Village. Such paid time not utilized upon the employee's termination, resignation, retirement, or other separation from employment will not be paid out. Any paid leave time not used by active Part-time Officers shall be paid out in the first pay period in January of each year.

ARTICLE 11 HEALTH & WELFARE BENEFITS

Section 11.1 Disability and Worker's Compensation

The Village shall provide officers injured in the line of duty with all benefits as authorized by the Illinois Workers Compensation Act (*820 ILCS 305/1 et seq.*), the Public Employee Disability Act (*5 ILCS 345/0.01 et seq.*), and the Public Safety Employee Benefits Act, (*820 ILCS 320/1 et seq.*).

Section 11.2 Ongoing Professional Training

The Elburn Police Department will develop, and maintain, as part of the Department's Standard Operating Guidelines, programs specifically geared toward the continuing professional development of its members with some annual training being provided by the Village for part-time officers. These programs will address the needs of part-time patrol Officers, supervisors, command staff, civilian staff, and specialty assignments. The programs will be developed with significant input from all department members, which will include review by the Unit Stewards.

ARTICLE 12 BASE SALARY ADJUSTMENTS

Part-time Officers — Salary Schedule

	05-01-2023	05-01-2024	05-01-2025	05-01-2026	05-01-2027
	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Non-Certified at Hire	28.35	31.35	32.36	33.42	34.51
Certified at Hire	\$31.50	\$34.83	\$35.96	\$37.13	\$38.34

The hourly rate for certified Part-time Officers will be based on each applicable year as denoted above per the full-time Patrol Officers Labor Agreement Salary Schedule as denoted in Step 1 base salary adjustments for each year. Non-certified, newly hired part-time Officers will be paid ninety percent (90%) of the Step 1 full-time Officers' salary until completion of their probationary period.

Longevity: Starting May 1, 2024, one percent (1%) shall be added to the base pay of Part-time Officers who have completed eight (8) years or more of service as a Part-time Officer with the Elburn Police Department.

Hours Worked Bonus: Starting May 1, 2024, Part-time Officers who worked the following number of hours with the Elburn Police Department in the previous fiscal year will receive the corresponding bonus amount in the first full payroll period of the next fiscal year.

250-499 hours	\$250
500-749 hours	\$500
750-949 hours	\$750
950+ hours	\$1,000

OFFICER IN CHARGE: Part-time Officers acting as Officer in Charge (OIC) shall receive an additional one (1) hour of pay when assigned OIC for over four (4) hours per shift. OIC is based on Department Criteria as put forth by the Chief of Police. The Employer will issue a cell phone to the OIC per shift.

ARTICLE 13 MISCELLANEOUS WORKING CONDITIONS

All applicants for employment as Village of Elburn Police Officers shall be required to take and pass a standardized drug screening process before being hired by the Village. Testing of such applicants shall be done according to the State of Illinois and/or Federal guidelines and statutes and shall be performed specifically according to the terms and conditions of the Illinois Controlled Substances Act, (720 ILCS 570/101 et seq.). Non-probationary Police Officers may be required to submit to random drug testing following auto accidents, weapons discharges, reasonable suspicion that a specific officer is under the influence of alcohol or drugs, as part of a random testing process and such other circumstances as are codified in Illinois State statute. Random drug and alcohol screening shall be effectuated by either a random selection of names from a computer program designed to accomplish that task or through a random selection of all names by the Chief of Police of Officers in the bargaining unit from a container that causes no prior knowledge of the names to be selected. Any bargaining unit member who tests positive shall be subject to a one-time-only, Employee Assistance Program, through the Village. Officers who voluntarily submit themselves for rehabilitation or drug or alcohol addiction treatment without a positive test result shall not be terminated, conditioned upon their successful completion of all treatment or therapy for said alcohol or drug use or addiction as recommended by their physician or treatment provider or the recommendation of the Village's physician or treatment provider. Officers who undergo treatment for drug or alcohol use or addiction shall be subject to unlimited random drug and/or alcohol screening, apart from random testing for all Officers, for one (1) year after the conclusion of the treatment. A second positive drug or alcohol test during the employment of a bargaining unit member shall subject that member to termination.

ARTICLE 14 SEVERABILITY

In the event that any Article, paragraph, section, or sub-section of this Agreement shall be held invalid and unenforceable by the Illinois Labor Relations Board or any Court of competent jurisdiction, or by any change in any substantially-enacted Federal or State legislation which would prohibit or nullify any section, sub-section or portion of this Agreement, such decision or enactment shall apply only to the specific section, sub-section or portion thereof specified by the Labor Board or Court decision, or change in law, and the remaining parts or portions of this Agreement shall remain in full force and effect. In such event, the parties shall, upon the request of either party, commence good faith bargaining over possible replacement language for the invalidated section, sub-section, or portion of this Agreement.

ARTICLE 15 ENTIRE AGREEMENT

This Agreement constitutes the complete and entire Agreement between the parties. This Agreement supersedes and cancels all prior practices and Agreements, whether written or oral, which conflict with the express terms of this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the parties waive the right to negotiate on any issue whether known or unknown and that the understandings and Agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement. Before making any changes in working conditions not contained in this Agreement which are mandatory topics of bargaining, the Village shall notify the Union of its intention to make the proposed changes. Upon such notification and if requested by the Union, the Village shall meet with the Union and discuss such changes before implementation. Any changes made without such notice shall be considered temporary pending the completion of such discussions. If the Union becomes aware of such a change and has not received the necessary notification, the Union will notify the Village as soon as possible and request discussion of such changes if discussion is desired. The failure of the Union to request such discussions shall in no way act as a waiver of any Union rights, stated or implied.

ARTICLE 16 DURATION

This Agreement shall be effective on the date of its execution by both parties or as otherwise specifically indicated in the Agreement and shall remain in full force and effect through 11:59 p.m. on the 30th day of April 2028 or until a new Agreement is completed. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing at least (90) calendar days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) to sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and effect during the period of negotiations, including any resulting mediation, and until notice of termination of this Agreement is provided to the other party. Should the parties arrive at an impasse during the period of negotiations, and then the Employer and the Union do mutually agree to seek mediation from the Federal Mediation and Conciliation Services (FMCS).

Agreed to, signed, and entered into this 18th day of September, 2023.

IL. Fraternal Order of Police
Labor Council:

[Signature] 9/18/23
James Christenson Date
Unit Steward

[Signature] 09-13-23
Kevin S. Krug Date
IL FOP Labor Council

Village of Elburn:

[Signature] 9/18/23
Jeffrey D. Walter Date
Village President

[Signature] 9/18/23
Diane McQuinn Date
Village Clerk



APPENDIX "A"

Illinois Compiled Statutes Local Government Uniform Peace Officers' Disciplinary Act 50ILCS 725/

Sec. 1. This Act shall be known and may be cited as the Uniform Peace Officers' Disciplinary Act".
(Source: P.A. 83-981.)

(50 ILCS 725/2) (from Ch. 85, par. 2552)

Sec. 2. For the purposes of this Act, unless clearly required otherwise, the terms defined in this Section have the meaning ascribed herein:

5 "Officer" means any peace officer, as defined by Section 2-13 of the Criminal Code of 1961, as now or hereafter amended, who is employed by any unit of local government or a State college or university, including supervisory and command personnel, and any pay-grade investigator for the Secretary of State as defined in Section 14-110 of the Illinois Pension Code, not including Secretary of State sergeants, lieutenants, commanders or investigator trainees. The term does not include crossing guards, parking enforcement personnel, traffic wardens, or employees of any State's Attorney's office.

6 "Informal inquiry" means a meeting by supervisory or command personnel with an officer upon whom an allegation of misconduct has come to the attention of such supervisory or command personnel, the purpose of which meeting is to mediate a citizen complaint or discuss the facts to determine whether a formal investigation should be commenced.

7 "Formal investigation" means the process of investigation ordered by a commanding officer during which the questioning of an officer is intended to gather evidence of misconduct which may be the basis for filing charges seeking his or her removal, discharge, or suspension in excess of 3 days.

8 "Interrogation" means the questioning of an officer pursuant to the formal investigation procedures of the respective State agency or local governmental unit in connection with an alleged violation of such agency's or unit's rules which may be the basis for filing charges seeking his or her suspension, removal, or discharge. The term does not include questioning (1) as part of an informal inquiry or (2) relating to minor infractions of agency rules which may be noted on the officer's record, but which may not in themselves result in removal, discharge, or suspension in excess of 3 days.

9 "Administrative proceeding" means any non-judicial hearing which is authorized to recommend, approve, or order the suspension, removal, or discharge of an officer. (Source: P.A. 90-577, eff. 1-1-99.)

(50 ILCS 725/3) (from Ch. 85, par. 2553)

Sec. 3. Whenever an officer is subjected to an interrogation within the meaning of this Act, the interrogation shall be conducted pursuant to Sections 3.1 through 3.11 of this Act. (Source: P.A. 83-981.)

(50 ILCS 725/3.1) (from Ch. 85, par 2554)

Sec. 3.1. The interrogation shall take place at the facility to which the investigating officer is assigned, or at the precinct or police facility which has jurisdiction over the place where the incident under investigation allegedly occurred, as designated by the investigating officer. (Source: P.A. 83-981.)

(50 ILCS 725/3.2) (from Ch. 85, par. 2555)

Sec. 3.2. No officer shall be subjected to interrogation without first being informed in writing of the nature of the investigation. If an administrative proceeding is instituted, the officer shall be informed beforehand of the names of all complaints. The information shall be sufficient as to reasonably apprise the officer of the nature of the investigation. (Source: P.A. 83-981.)

(50 ILCS 725/3.3) (from Ch. 85, par. 2556)

Sec. 3.3. All interrogations shall be conducted at a reasonable time of day. Whenever the nature of the alleged incident and operational requirements permit, interrogations shall be conducted during the time when the officer is on duty. (Source: P.A. 83-981.)

(50 ILCS 725/3.4) (from Ch. 85, par. 2557)

Sec. 3.4. The officer under investigation shall be informed of the name, rank, and unit or command of the officer in charge of the investigation, the interrogators, and all persons present during any interrogation except at a public administrative proceeding. (Source: P.A. 94-344, eff. 1-1-06)

(50 ILCS 725/3.5) (from Ch. 85, par. 2558)

Sec. 3.5. Interrogation sessions shall be of reasonable duration and shall permit the officer interrogated reasonable periods for rest and personal necessities. (Source: P.A. 83-981.)

(50 ILCS 725/3.6) (from Ch. 85, par. 2559)

Sec. 3.6. The officer being interrogated shall not be subjected to professional or personal abuse, including offensive language. (Source: P.A. 83-981.)

(50 ILCS 725/3.7) (from Ch. 85, par. 2560)

Sec. 3.7. A complete record of any interrogation shall be made, and a complete transcript or copy shall be made available to the officer under investigation without charge and without undue delay. Such record may be electronically recorded. (Source: P.A. 83-981.)

(50 ILCS 725/3.8) (from Ch. 85, par. 2561)

Sec. 3.8. Admissions; counsel; verified complaint.

(a) No officer shall be interrogated without first being advised in writing that admissions made in the course of the interrogation may be used as evidence of misconduct or as the basis for charges seeking suspension, removal, or discharge; and without first being advised in writing that he or she has the right to counsel of his or her choosing who may be present to advise him or her at any stage of any interrogation.

(b) Anyone filing a complaint against a sworn peace officer must have the complaint supported by a sworn affidavit. (Source: P.A. 93-592, eff. 1-1-04.)

(50 ILCS 725/3.9) (from Ch. 85, par. 2562)

Sec. 3.9. The officer under investigation shall have the right to be represented by counsel of his or her choosing and may request counsel at any time before or during interrogation. When such request for counsel is made, no interrogation shall proceed until reasonable time and opportunity are provided the officer to obtain counsel. If a collective bargaining agreement requires the presence of a representative of the collective bargaining unit during investigations, such representative shall be present during the interrogation, unless this requirement is waived by the officer being interrogated. (Source P.A. 83-981.)

(50 ILCS 725/3.10) (from Ch. 85, par. 2563)

Sec. 3.10. Admissions or confessions obtained during the course of any interrogation not conducted in accordance with this Act may not be utilized in any subsequent disciplinary proceeding against the officer. (Source: P.A. 83-981.)

(50 ILCS 725/3.11) (from Ch. 85, par. 2564)

Sec. 3.11. In the course of any interrogation no officer shall be required to submit to a polygraph test, or any other test questioning by means of any chemical substance, except with the officer's express written consent. Refusal to submit to such tests shall not result in any disciplinary action nor shall such refusal be made part of his or her record. (Source: P.A. 83-981.)

(50 ILCS 725/4) (from Ch. 85, par. 2565)

Sec. 4. The rights of officers in disciplinary procedures set forth under this Act shall not diminish the rights and privileges of officers that are guaranteed to all citizens by the Constitution and laws of the United States and of the State of Illinois. (Source: P.A. 83-981.)

(50 ILCS 725/5) (from Ch. 85, par. 2566)

Sec. 5. This Act does not apply to any officer charged with violating any provisions of the Criminal Code of 1961, or any other federal, State, or local criminal law. (Source: P.A. 83-981.)

(50 ILCS 725/6) (from Ch. 85, par. 2567)

Sec. 6. The provisions of this Act apply only to the extent there is no collective bargaining agreement currently in effect dealing with the subject matter of this Act. (Source: P.A. 83-981.)

(50 ILCS 725/7) (from Ch. 85, par. 2568)

Sec. 7. No officer shall be discharged, disciplined, demoted, denied promotion or seniority, transferred, reassigned, or otherwise discriminated against in regard to his or her employment, or be threatened with any treatment as retaliation for or by reason of his or her exercise of the rights granted by this Act. (Source: P.A. 83-981.)

APPENDIX "B" APPROVED VENDORS AND ITEMS COVERED

May 2023

Approved Vendors

- 1) Ray O'Heron
- 2) C.O.P.S., Inc.
- 3) LAPoliceGear.com
- 4) amazon.com

Officers may purchase from other Vendors subject to the Uniform/Appearance Policy, but the Officer is responsible for the sales tax.

Approved Items

1. All uniform shirts \$55.00
2. All uniform trousers \$85.00
3. All leather gear (boots, belts, gloves, holsters, radio holders, shoes, etc.)\$600.00
4. All jackets \$320.00
5. Turtleneck shirts and Dickies \$33.00
6. All headgear (dress hats, baseball caps, winter hats & caps) \$60.00
7. All name tags & approved badges \$100.00
8. All embroidery for uniforms \$100.00
9. Foul weather gear - ANSI-II compliant (raincoats, hat covers, etc.) \$175.00
10. One set of winter underwear per year.
11. All sweaters (including "wind stopper") \$120.00
12. Batons (including riot batons) \$120.00
13. Riot helmets \$110.00
14. Duty flashlights \$150.00
15. Pepper spray \$50.00
16. Handcuffs & handcuff cases \$110.00
17. Each Officer will receive one box of practice ammunition to be used by the Officer on the Officer's own time. Each Officer can receive an additional box (two total per year) with receipt of use of the ammunition from a gun range.

**The above list of items is not exhaustive and may be added to with the approval of the Chief of Police.

Firearms, ammunition, and edged weapons are approved, for purchase through the clothing allowance approved vendors or through other approved vendors not listed above of the Approved Vendors. Newly hired part-time Officers will be issued a full set of serviceable items.

APPENDIX "C" DUES AUTHORIZATION FORM

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

I, _____ (insert your name), understand that under the U.S. Constitution, I have a right not to belong to a union. By my signature, I hereby waive this right and opt to join the IL FOP Labor Council. I, _____ (insert your name), hereby authorize my Employer, The Village of Elburn 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 "D" GRIEVANCE FORM

GRIEVANCE (use additional sheets where necessary)		
Lodge/Unit No.:	Year:	Grievance No.:
	Date Filed: _____	
	Department: Village of Elburn	
	Grievant's Name: _____	
	Last	First M.I.
STEP ONE		
Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____		
Article(s)/Sections(s) violated: _____, and all applicable Articles		
Briefly state the facts:		

Remedy Sought:		

, in part and in whole, make grievant(s) whole.		
Given To: _____		Date: _____
_____		_____
Grievant's Signature	FOP Representative Signature	
EMPLOYER'S RESPONSE		

_____		_____
Employer Representative Signature	Position	
_____		_____
Person to Whom Response Given	Date	
STEP TWO		
Reasons for Advancing Grievance: _____		

Given To: _____		Date: _____
_____		_____
Grievant's Signature	FOP Representative Signature	
EMPLOYER'S RESPONSE		

_____		_____
Employer Representative Signature	Position	
_____		_____
Person to Whom Response Given	Date	

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

STEP THREE

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative

