
THE VILLAGE OF WILLOW SPRINGS
COOK COUNTY, ILLINOIS

ORDINANCE
NUMBER 2013-O-01

AN ORDINANCE AUTHORIZING A COLLECTIVE BARGAINING AGREEMENT BY
AND BETWEEN THE VILLAGE OF WILLOW SPRINGS, COOK COUNTY, ILLINOIS
AND THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL
(TELECOMMUNICATORS)

ALAN NOWACZYK, President
ADENA BASKOVICH, Clerk

GEORGE BARTIK
MARIO IMBARRATO
ANNETTE KAPTUR
KEVIN J. MALONEY
KATHRYN STANPHILL
JERRY STRAZZANTE

TRUSTEES

ORDINANCE NUMBER: 2013-O-01

AN ORDINANCE AUTHORIZING A COLLECTIVE BARGAINING AGREEMENT BY
AND BETWEEN THE VILLAGE OF WILLOW SPRINGS, COOK COUNTY, ILLINOIS
AND THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL
(TELECOMMUNICATORS)

WHEREAS, the Village of Willow Springs, Cook County, Illinois (the *AVillage@*) is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended.

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Willow Springs, Cook County, Illinois, as follows:

Section 1. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. The Agreement by and between the Village of Willow Springs, Cook County, Illinois and the Illinois Fraternal Order of Police Labor Council covering the period from May 1, 2012 through April 30, 2015 (the "*Agreement*"), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to this Village Board, provided the Agreement was duly ratified and approved by the membership of the Illinois Fraternal Order of Police Labor Council and with such necessary revisions, if any, as determined by the Village Attorney and as subsequently authorized by the Village President, said changes being approved by execution and delivery of such Agreement by the Village President.

Section 3. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

Section 4. All ordinances, resolutions, motions or orders in conflict with this Ordinance

are hereby repealed to the extent of such conflict.

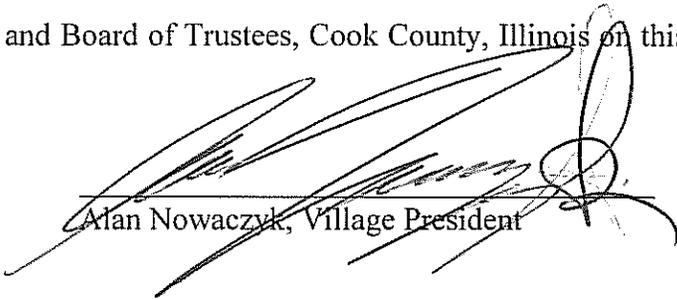
Section 5. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

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ADOPTED by the President and Board of Trustees of the Village of Willow Springs, Cook County, Illinois this 10th. day of January 2013, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Bartik	✓			✓
Kaptur	✓			✓
Imbarrato	✓			✓
Maloney	✓			✓
Stanphill			✓	
Strazzante	✓			✓
(Mayor Nowaczyk)				✓
TOTAL	5	0	1	6

APPROVED by the President and Board of Trustees, Cook County, Illinois on this 10th day of January 2013.


 Alan Nowaczyk, Village President

ATTEST:


 Adena Baskovich, Village Clerk

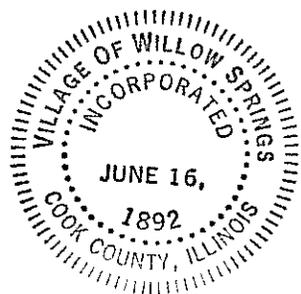
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION

I, Adena Baskovich, DO HEREBY CERTIFY that I am the duly qualified and appointed Clerk of the Village of Willow Springs, Cook County, Illinois, and that as such Clerk I do have charge of and custody of the books and records of the Village of Willow Springs, Cook County, Illinois.

I DO HEREBY FURTHER CERTIFY that the foregoing is a full, true and correct copy of **ORDINANCE No. 2013-O-01** "AN ORDINANCE AUTHORIZING A COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN THE VILLAGE OF WILLOW SPRINGS, COOK COUNTY, ILLINOIS AND THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL (TELECOMMUNICATORS) adopted and approved by the President and Board of Trustees of the Village of Willow Springs, Illinois, on January 10, 2013.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the Corporate Seal of the Village of Willow Springs, Cook County, Illinois this 10th day of January 2013.





Adena Baskovich, Village Clerk
Village of Willow Springs, Cook County, Illinois

ILLINOIS FOP LABOR COUNCIL

and

VILLAGE OF WILLOW SPRINGS

Telecommunicators

May 1, 2012 – April 30, 2015

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487
Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058

Web Address: www.fop.org

24-hour Critical Incident Hot Line: 877-IFOP911



TABLE OF CONTENTS

PREAMBLE	1
SECTION 1.1 UNIT DESCRIPTION	1
SECTION 1.2 PART-TIME RESERVE / AUXILIARY TELECOMMUNICATORS	2
SECTION 1.3 PROBATIONARY PERIOD.....	2
SECTION 1.4 PART-TIME EMPLOYEES	2
ARTICLE II DUES DEDUCTION	2
SECTION 2.1 DUES DEDUCTION	2
SECTION 2.2 FAIR SHARE DEDUCTION	3
SECTION 2.3 INDEMNIFICATION.....	3
ARTICLE III MANAGEMENT RIGHTS	3
ARTICLE IV LABOR COUNCIL RIGHTS	4
SECTION 4.1 ACTIVITY DURING WORKING HOURS	4
SECTION 4.2 ACCESS TO WORKSITES BY LABOR COUNCIL REPRESENTATIVES	4
SECTION 4.3 ATTENDANCE AT LABOR COUNCIL MEETINGS.....	4
ARTICLE V NO STRIKE	5
SECTION 5.1 NO STRIKE COMMITMENT	5
SECTION 5.2 NO LOCKOUT	5
SECTION 5.3 RESUMPTION OF OPERATIONS	5
SECTION 5.4 LABOR COUNCIL LIABILITY	5
SECTION 5.5 DISCIPLINE OF STRIKERS.....	5
SECTION 5.6 JUDICIAL RESTRAINT	5
ARTICLE VI DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE	6
SECTION 6.1 DEFINITION OF A GRIEVANCE	6
SECTION 6.2 REPRESENTATION	6
SECTION 6.3 PROCEDURE	6
ARTICLE VII SENIORITY	7
SECTION 7.1 SENIORITY DEFINED	7
ARTICLE VIII EMPLOYEE RIGHTS	8
SECTION 8.1 PERSONAL ASSETS	8
SECTION 8.2 RELEASE OF INFORMATION	8
SECTION 8.3 TESTIMONY.....	8
SECTION 8.4 INVESTIGATION OF EMPLOYEE.....	8
ARTICLE IX NON-DISCRIMINATION	8
SECTION 9.1 EQUAL EMPLOYMENT OPPORTUNITY.....	8
SECTION 9.2 NON-DISCRIMINATION.....	8
SECTION 9.3 USE OF MASCULINE PRONOUN.....	8
ARTICLE X IMPASSE RESOLUTION	9
ARTICLE XI LABOR-MANAGEMENT CONFERENCE	9
SECTION 11.1 LABOR/MANAGEMENT MEETINGS	9
SECTION 11.2 ATTENDANCE AT LABOR/ MANAGEMENT MEETINGS.....	9
SECTION 11.3 SAFETY ISSUES.....	9
ARTICLE XII DRUG TESTING	10

SECTION 12.1	POLICY.....	10
SECTION 12.2	PROHIBITION.....	10
SECTION 12.3	DRUG AND ALCOHOL TESTING PERMITTED.....	10
SECTION 12.4	ORDER TO SUBMIT TO TESTING.....	10
SECTION 12.5	TESTS TO BE CONDUCTED.....	11
SECTION 12.6	VOLUNTARY REQUESTS FOR ASSISTANCE.....	12
SECTION 12.7	DISCIPLINE.....	13
SECTION 12.8	RANDOM DRUG TESTING FOR TELECOMMUNICATORS.....	13
ARTICLE XIII LAYOFF.....		13
SECTION 13.1	LAYOFF PROCEDURE.....	13
SECTION 13.2	RECALL.....	13
ARTICLE XIV EMPLOYEE SECURITY.....		14
SECTION 14.1	JUST CAUSE STANDARD.....	14
SECTION 14.2	PERSONNEL FILES.....	14
SECTION 14.3	FORMS OF DISCIPLINE:.....	14
ARTICLE XV INDEMNIFICATION.....		15
ARTICLE XVI BULLETIN BOARDS.....		15
ARTICLE XVII GENERAL PROVISIONS.....		15
SECTION 17.1	AUTHORIZED REPRESENTATIVE VISITS.....	15
SECTION 17.2	EXAMINATION OF RECORDS.....	15
SECTION 17.3	EXPOSURE TO DISEASES.....	15
SECTION 17.4	FUNERAL EXPENSES.....	15
ARTICLE XVIII MAINTENANCE OF STANDARDS.....		16
ARTICLE XIX HOURS OF WORK AND OVERTIME.....		16
SECTION 19.1	PURPOSE OF ARTICLE.....	16
SECTION 19.2	WORK SCHEDULES AND ASSIGNMENTS.....	16
SECTION 19.3	HOURS OF WORK.....	16
SECTION 19.4	COMPENSATORY TIME.....	16
SECTION 19.5	PYRAMIDING.....	16
SECTION 19.6	CALL BACK.....	17
SECTION 19.7	COURT TIME.....	17
SECTION 19.8	OVERTIME COMPENSATION.....	17
ARTICLE XX SICK TIME.....		17
SECTION 20.1	PAID SICK TIME.....	17
SECTION 20.2	SICK TIME BONUS.....	17
SECTION 20.3	USE OF SICK TIME.....	18
ARTICLE XXI LIGHT DUTY.....		19
ARTICLE XXII HOLIDAYS.....		19
SECTION 22.1	HOLIDAYS.....	19
SECTION 22.2	HOLIDAY COMPENSATION.....	19
SECTION 22.3	PERSONAL DAY.....	19
ARTICLE XXIII LEAVES OF ABSENCE.....		20
SECTION 23.1	BEREAVEMENT LEAVE.....	20
SECTION 23.2	INJURY LEAVE.....	20
SECTION 23.3	VACATIONS.....	20
SECTION 23.4	SUBPOENAED APPEARANCE.....	20

SECTION 23.5	MILITARY LEAVE.....	20
SECTION 23.6	DUTY TRADES.....	21
ARTICLE XXIV RESIDENCY		21
ARTICLE XXV UNIFORM ALLOWANCE		21
SECTION 25.1	UNIFORM COMPENSATION	21
SECTION 25.2	REPLACEMENT OF DAMAGED CLOTHING	21
ARTICLE XXVI INSURANCE.....		22
SECTION 26.1	HEALTH/DENTAL INSURANCE.....	22
SECTION 26.2	LIFE INSURANCE	22
ARTICLE XXVII WAGES AND COMPENSATION.....		22
SECTION 27.1	ANNUAL WAGES.....	22
SECTION 27.2	LONGEVITY PAY	23
SECTION 27.3	SWING SHIFT.....	23
ARTICLE XXVIII EDUCATION		23
SECTION 28.1	EDUCATIONAL REIMBURSEMENT	23
SECTION 28.2	EMERGENCY MEDICAL DISPATCHER (EMD)	23
ARTICLE XXIX SAVINGS CLAUSE.....		24
ARTICLE XXX AGREEMENT		24
SECTION 30.1	TERM OF AGREEMENT	24
SECTION 30.2	CONTINUING EFFECT	24
DUES AUTHORIZATION FORM		26
GRIEVANCE FORM		27

PREAMBLE

This Agreement is entered into by and between the *Village of WILLOW SPRINGS*, an Illinois Municipal corporation (hereinafter referred to as "Village" or "Employer") and the *Illinois Fraternal Order of Police LABOR COUNCIL*, (hereinafter referred to as "Union" or "Labor Council").

WITNESSETH:

WHEREAS, it is the intent of the parties hereto to work together to provide and maintain satisfactory terms and conditions of employment; and

WHEREAS, the parties hereto have reached certain agreements regarding the orderly collective bargaining relationship between the Village and the Labor Council which represents the Employees (as hereinafter defined), in the bargaining unit; and

WHEREAS, the parties are desirous of documenting their agreements and understandings in this written Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:

RECITALS

The recitals set forth above, are incorporated into and made a part of this Agreement, as if fully set forth herein.

ARTICLE I RECOGNITION

Section 1.1 Unit Description

The Employer hereby recognizes the *Illinois Fraternal Order of Police LABOR COUNCIL* as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on all matters relating to wages, hours and all other terms and conditions of employment for all Employees in the bargaining unit as follows:

All full-time Dispatchers referred to as Telecommunicators in accordance with the Illinois State Labor Relations Board Case number S-RC-05-051. (Hereinafter sometimes referred to as the "Employee(s)" or "Bargaining Unit Members"). Excluded are all other employees employed by the Village of Willow Springs.

Section 1.2 Part-Time Reserve / Auxiliary Telecommunicators

- a) Scheduling The Village shall make every reasonable effort to offer overtime work to bargaining unit members on the basis of seniority rotation.
- b) Erosion of the Bargaining Unit To prevent erosion of the bargaining unit, the Village agrees not to reduce the bargaining unit and the number of bargaining unit members. The Village agrees to increase the number of full-time Telecommunicators when a reasonable need exists to do so. When any regular full-time Telecommunicators is on lay-off status, no part-time / reserve / auxiliary Telecommunicators or any other Village employee(s), whether paid or volunteer, will perform any duties of that full-time Telecommunicators if the total hours combined exceed 32-hours in a week. In the event this occurs, the Employer shall immediately recall the laid off employee(s). The Employer shall notify and negotiate with the Union any sub-contracting or centralizing of the telecommunications duties to the extent required by law.

Section 1.3 Probationary Period

The probationary period for all Employees hired after the date this Agreement is signed shall be one (1) year. During the probationary period, Employees may be disciplined and / or terminated without just cause and not be subject to the grievance procedure set forth in this Agreement.

Section 1.4 Part-Time Employees

All full-time employees shall have seniority and supervision over any part-time employee.

ARTICLE II **DUES DEDUCTION**

Section 2.1 Dues Deduction

During the term of this Agreement, the Employer will deduct from each Employee's paycheck, the appropriate Labor Council dues for each Employee who has filed with the Employer a written authorization form.¹ The Employer shall remit such deductions monthly to the Labor Council at the address designated by the Labor Council.

The Employer agrees that during the term of this Agreement to provide newly hired Employees with a dues deduction form within 10 days of their hire date and further agrees to notify the Labor Council of any change in Employee status including but not limited to new hires, resignations, etc. within 30 days of the effective date.

During the term of this Agreement, the Labor Council may change the fixed dollar amount by providing the Employer 30 days notice of any such change.

If an Employee has no earnings or insufficient earnings to cover the amount of dues

¹ Dues Authorization Form attached as Exhibit 1.

deduction, the Labor Council shall be responsible for the collection of that Employee's dues. The Labor Council agrees to refund to the Employees, any amounts paid to the Labor Council in error on account of this dues deduction provision. An Employee may revoke their voluntary dues deduction by notifying the Labor Council and the Employer by certified mail, return receipt requested and providing 30 days advance notice.

Employer agrees to notify the Labor Council of the hiring of all new full-time Telecommunicators whose job classifications are covered by this Agreement, within thirty (30) days the date of commencement of employment. Further, Employer shall notify the Labor Council within thirty (30) days of the date of any change of status whereby a part-time Telecommunicator becomes a full-time Telecommunicator.

Section 2.2 Fair Share Deduction

During the term of this Agreement, Employees covered by the terms of this Agreement, who are not members of the Labor Council shall, commencing thirty (30) days after their employment or thirty (30) days after the effective date of this Agreement, whichever is later, pay a fair share fee to the Labor Council for collective bargaining and labor Agreement administration services rendered by the Labor Council. Such fair share fees shall be deducted by the Employer from the earnings of non-members and remitted to the Labor Council. The Labor Council shall submit to the Employer a list of members covered by this Agreement who are not members of the Labor Council and an affidavit which specifies the amount of the fair share fee. The fair share fee shall not include contributions related to the election or support of any candidate for political office or for any member only benefit.

The Labor Council agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in *Chicago Teachers Union v Hudson*, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share payers.

Section 2.3 Indemnification

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

ARTICLE III **MANAGEMENT RIGHTS**

Except as specifically limited by the express provisions of this Agreement, the Village retains all of the traditional rights to manage and direct the affairs of the Village

in all of its various aspects and to manage and direct its employees, including, but not limited to the following: to plan, direct, control and determine the budget and 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 work and productivity standards and, from time to time, to change those standards and 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 and policies; to fairly evaluate employees; to establish performance standards; to discipline, suspend and discharge non-probationary employees for just-cause; to change or eliminate existing methods, equipment or facilities or introduce new ones; to take any and all actions as may be necessary to carry out the mission of the Village and the Police Department, including the Villages Dispatch Center, in the event of a civil emergency as may be declared by the Mayor, Police Chief or other authorized designees. It is the sole discretion of the Mayor to determine that civil emergency conditions exist which may include, but not limited to, riots, civil disorders, tornado conditions, flood or other catastrophes; and to carry out the mission of the Village provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE IV

LABOR COUNCIL RIGHTS

Section 4.1 Activity During Working Hours

A Steward shall, after giving appropriate notice to the Employer, be allowed reasonable time off, with pay, if working to attend grievance hearings, grievance meetings or labor-management meetings with the Employer, if by virtue of their position with the Labor Council, their attendance is necessary. Attendance shall be subject to reasonable prior notice and the approval of the Chief of Police, which approval shall not be unreasonably denied or withheld.

Section 4.2 Access to Worksites by Labor Council Representatives

The Employer agrees that a representative from the Labor Council shall have reasonable access to the premises of the Employer upon appropriate notice to the Employer.

Section 4.3 Attendance at Labor Council Meetings

The Employer agrees that authorized local delegates of the Labor Council shall be permitted reasonable time off with pay if scheduled to work, and unpaid if not scheduled to work, to attend the Labor Council's annual meeting, provided:

- a) Not more than one (1) representative shall be permitted time off with pay at one time; and
- b) No more than one (1) meeting per year shall qualify for this provision; and

ARTICLE VI
DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 6.1 Definition of a Grievance

A Grievance is defined as a meritorious dispute between the Employer and an Employee or the Labor Council regarding an alleged violation or misapplication of an express provision of this Agreement. No Employee covered by the terms of this Agreement shall be suspended, relieved from duty, disciplined in any manner, or separated from employment without just cause, and such matters will be subject to the grievance and arbitration procedure set forth herein. The procedures of this Article shall supersede the notice and hearing procedures set forth in the Willow Springs Police Department Rules & Regulations (Disciplinary Procedures).

Section 6.2 Representation

Grievances may be processed by the Employee or the Labor Council on behalf of an Employee or group of Employees. The Labor Council may have the grievant or grievants present at any step of the grievance procedure, and the grievant is entitled to Labor Council representation at any step of the grievance procedure.

Section 6.3 Procedure

STEP 1: CHIEF OF POLICE

Any Employee or Labor Council representative who has a grievance, shall submit the grievance in writing (on the approved form attached hereto as Exhibit 2 to the Chief of Police or his designee. The grievance shall contain a statement of facts and circumstances, the provisions(s) of the Agreement alleged to have been violated, and the relief sought. All grievances shall be filed within ten (10) business days from the date of occurrence or ten (10) business days from the date which the grievant could reasonably have learned of the circumstances which give rise to the grievance. The Chief or his designee shall investigate the grievance and shall offer to discuss the grievance with the grievant and/or the Labor Council at a mutually agreed upon date and time. Thereafter, the Chief shall render a written response to the grievant within ten (10) business days after receipt of the grievance. Grievances not timely filed shall be deemed waived without precedence.

STEP 2: MAYOR

If no response is received or the grievance is not settled at step #1, and the grievant wishes to appeal the decision at step #2, the grievance shall be submitted in writing to the Mayor or designee within five (5) business days after receipt of the response at step #1, or when a response should have been received at step #1. The grievance shall set forth the facts and circumstances and shall state the reason for believing that the grievance was improperly denied at step #1. The Mayor or designee shall then investigate the grievance, and will hold a meeting with the parties involved in the grievance at a reasonably convenient time, within ten (10) business days after receiving the grievance. The Mayor or designee shall then respond to the grievance, in writing, within ten (10) business days after conducting such meeting.

STEP 3: ARBITRATION

If the grievance is not settled at step #2, and the Labor Council wishes to appeal the grievance, it may refer the matter to arbitration within ten (10) business days of receipt of the Mayor's response at step #2, or when a response should have been received at step #2. The arbitration shall proceed in the following manner:

- a) A representative of the Employer and the Labor Council shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. Each party shall have the right to reject one list in its entirety. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the Employer and the Labor Council. The winner of a "coin toss" shall determine the first to strike. The person whose name remains on the list shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Labor Council. The letter shall request the arbitrator to set a time and place for hearing the grievance, subject to availability on the part of the Employer and the Labor Council. Hearings shall be conducted in the Village of Willow Springs, unless otherwise mutually agreed.
- b) Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator. The Employer and the Labor Council shall have the right to request the arbitrator to require the presence of witnesses and documents with each party bearing their own expense. The expenses and fees of arbitration and the cost of the hearing room shall be shared equally between the Employer and the Labor Council. Cost of arbitration shall include the arbitrators fees, room cost and transcription costs for the arbitrator's transcript if so requested by the arbitrator. Each party shall bear the cost of its own transcript if it requires one.
- c) The decision and award of the arbitrator shall be made within thirty (30) days following the end of hearings or the submission of briefs, whichever is later and shall be final and binding on the parties involved. The arbitrator shall have the right to hear more than one (1) grievance.

ARTICLE VII

SENIORITY

Section 7.1 Seniority Defined

Seniority is defined as an Employee's continuous length of full time service as a Telecommunicator with the Employer. Seniority shall be used when determining layoffs, vacation preferences in accordance with this Agreement, and all other past practices in which seniority is a factor. Leaves exceeding ninety (90) days shall be deducted from the total accumulated days of full time service in determining seniority except Military leaves or leaves resulting from duty related injuries. If hired on the same date a simple coin toss shall determine seniority ranking.

ARTICLE VIII

EMPLOYEE RIGHTS

Section 8.1 Personal Assets

No Employee shall be required or requested to disclose to the Employer any item of his property, income, assets, source of income or assets, debts or personal or domestic expenditures (including those of any member of his family or household) unless such information is necessary in an internal investigation with regards to the Employee's assets.

Section 8.2 Release of Information

No photograph or personal information about an Employee will be disclosed by the Employer to the media or general public at any time during the term of this Agreement, unless the Employee approves of such disclosure in advance of its release. Such disclosures will also include an Employee's home address and home telephone number.

Section 8.3 Testimony

The Employer shall not compel an Employee under investigation to speak to, testify before, or be questioned by any civilian review board, except as otherwise provided for in the grievance procedure set forth in this Agreement.

Section 8.4 Investigation of Employee

In any meeting called by command or supervisory personnel, in which an Employee reasonably believes that discipline will result from the meeting, the Employee may request that a Labor Council representative be present.

ARTICLE IX

NON-DISCRIMINATION

Section 9.1 Equal Employment Opportunity.

The Employer will continue to provide equal employment opportunity for all Employees covered by the terms of this Agreement, and shall develop or maintain and apply equal employment practices.

Section 9.2 Non-Discrimination.

The Employer shall not discriminate against Employees, and employment related decisions will be based on qualifications and predicted performance in a given position without regard to race, color, sex, religion, disability, sexual orientation or national origin of the Employee. Nor shall the Employer discriminate against Employees as a result of membership to the Labor Council.

Section 9.3 Use of Masculine Pronoun

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

ARTICLE XII **DRUG TESTING**

Section 12.1 Policy

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

Section 12.2 Prohibition

Employees shall be prohibited from:

- a) consuming or possessing alcohol or illegal drugs (unless in accordance with duty requirements at any time during the workday or anywhere on any Employer premises or job sites, including all Employer buildings, properties, vehicles and the Employee's personal vehicle while engaged in Employer business;
- b) illegally selling, purchasing or delivering any illegal drug (unless in accordance with duty requirements) during the workday or on the Employer's premises;
- c) being under the influence of alcohol or illegal drugs during the course of the workday;
- d) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Section 12.3 Drug and Alcohol Testing Permitted

Where the Employer has reasonable suspicion to believe that an Employee is then under the influence of alcohol or illegal drugs during the course of the work day, the Employer shall have the right to require the Employee to submit to alcohol or drug testing as set forth in this Agreement. A Supervisor must certify his or her reasonable suspicion concerning the effected Employee prior to any order to submit to the testing authorized here. The Employer may conduct lawful drug tests as it may deem appropriate for persons seeking employment as Employees prior to their date of hire.

Section 12.4 Order to Submit to Testing

At the time an Employee is ordered to submit to testing authorized by this Agreement, the Employer shall provide the Employee with a written notice of the order, setting forth all of the objective facts which have formed the basis of the order to test. The Employee shall be permitted to consult with a representative of the Labor Council at the time the order is given. Testing shall not be unreasonably delayed by reason of the Employee's inability to consult legal counsel or labor representatives. No questioning of the Employee shall be conducted without first affording the Employee the right to Labor Council representation and/or legal counsel. Refusal to submit to such testing may

subject the Employee to discipline, but the Employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

Section 12.5 Tests to be Conducted

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

- a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- b) insure that the laboratory or facility selected conforms to all NIDA standards;
- c) establish a chain of custody procedure for both the sample collection and testing that will insure the integrity of the identity of each sample and test result. No Employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- d) collect a sufficient sample of the same bodily fluid or material from an Employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the Employee;
- e) collect samples in such a manner as to preserve the individual Employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable belief that the Employee has attempted to compromise the accuracy of the testing procedure;
- f) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- g) provide the Employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the Employee's own choosing, at the Employee's own expense; provided the Employee notifies the Employer within seventy-two (72) hours of receiving the results of the tests;
- h) require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of test

administered), the Employer will not use such information in any manner or forum adverse to the Employee's interests;

- i) provide each Employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results;
- j) insure that no Employee is the subject of any adverse employment action except emergency temporary reassignment or relief from duty with pay during the pendent of any testing procedure. Any such emergency reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

Section 12.6 Voluntary Requests for Assistance

The Employer shall take no adverse employment action for drug or alcohol use against an Employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Employer may require reassignment of the Employee with pay if he is then unfit for duty in his current assignment. The Employer shall make available a means by which the Employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the Employee's interests, except reassignment as described above.

An Employee who voluntarily seeks assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action for drug or alcohol use by the Employer for seeking assistance. The foregoing is conditioned upon:

- a) the Employee agreeing to appropriate treatment as determined by the physician(s) involved;
- b) the Employee discontinues his use of illegal drugs or abuse of alcohol;
- c) the Employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve months;
- d) the Employee agrees to submit to random testing during hours of work during the period of "after-care."
- e) the employees use of drugs or alcohol did not contribute directly to the loss of life or injury to any person.
- f) the request for assistance was not submitted to circumvent any pending discipline involving drugs or alcohol, or any recent incident involving drugs that could lead to discipline.

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

which they are recalled without further training. Employees who are eligible for recall shall be given fifteen (15) days calendar notice thereof by Certified or Registered Mail, return receipt requested, with a copy to the Labor Council. The Employee must notify the Chief of Police or his designee of his intention to return to work within seven (7) days after receiving a notice of recall. If an Employee fails to timely respond to the recall notice, said employee's name shall be removed from the recall list.

ARTICLE XIV **EMPLOYEE SECURITY**

Section 14.1 Just Cause Standard

No non-probationary employee covered by the terms of this Agreement shall be suspended, relieved from duty, disciplined in any manner, or separated from employment without just cause.

Section 14.2 Personnel Files

The Employer agrees to abide by the "Personnel Record Review Act" 820 ILCS 40/1, et seq. All discipline imposed on an Employee shall remain in the Employee's Personnel file.

Any information of an adverse employment nature which may be contained in any unfounded, exonerated or otherwise not sustained file, shall not be used against the Employee in any future proceedings.

Section 14.3 Forms of Discipline:

The Employer agrees with the principles of fairness and consistency in imposing discipline. Generally, disciplinary action will be progressive in nature that will include the following steps:

Oral Reprimand
Written Reprimand
Suspension(s)
Discharge

In determining what disciplinary action is appropriate, the Employer will consider the nature and gravity of the misconduct, the employee's disciplinary record and any mitigating circumstances. Misconduct may result in suspension or automatic discharge as defined in the Rules and Regulations Governing Employee Conduct.

ARTICLE XV

INDEMNIFICATION

The Employer shall be responsible for, hold Employees harmless from and pay for damages or monies which may be adjudged, assessed or otherwise levied against any Employee covered by this Agreement, pursuant to 65 ILCS 5/1-4-6. Employees shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article.

ARTICLE XVI

BULLETIN BOARDS

The Employer shall provide the Labor Council with designated space on available bulletin boards.

ARTICLE XVII

GENERAL PROVISIONS

Section 17.1 Authorized Representative Visits

Authorized representatives of the Labor Council shall be permitted to visit the Department at reasonable times to talk with Employees of the Labor Council and/or representatives of the Employer concerning matters covered by the Agreement. The Chief or his designee shall be advised in advance of all such visits, which shall be subject to his approval, such approval shall not be unreasonably denied or withheld.

Section 17.2 Examination of Records

The Labor Council or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any Employee whose pay is in dispute or any other records of the Employee pertaining to a specific grievance arising after the effective date of this Agreement, at reasonable times with the Employee's consent.

Section 17.3 Exposure to Diseases

The Employer agrees to pay all expenses for inoculation or immunization shots for Employees or members of an Employees family when such becomes necessary as a result of said Employee's exposure to contagious diseases while in the line of duty.

Section 17.4 Funeral Expenses

The Employer agrees to pay the reasonable and customary funeral and burial expenses of any Employee killed in the line of duty within 30 days of the Employee's death.

ARTICLE XVIII
MAINTENANCE OF STANDARDS

All economic benefits which are not set forth in this Agreement and are currently in effect shall continue and remain in effect.

ARTICLE XIX
HOURS OF WORK AND OVERTIME

Section 19.1 Purpose of Article

This Article is intended as a basis of calculating hours of work per day, per week, establishing a work cycle, overtime and overtime payments.

Section 19.2 Work Schedules and Assignments

The Employer shall post work schedules showing the shifts, work days and work hours to which Bargaining Unit Members are assigned at least 30 days in advance. Employees shall pick permanent shifts by seniority beginning in November of each year to be permanent from January to December yearly. The current schedule, known as the 6&2, shall continue in effect. The parties may agree to make adjustments to this schedule as needed. In general, there shall be at least one (1) full time telecommunicator on duty at all times (not including short term replacement such as breaks, lunches, meetings, etc.) Any vacancies created shall be filled by volunteer seniority. The Village and the Labor Council may agree to changes in this Section by mutual agreement.

Section 19.3 Hours of Work

An Employees normal work week shall consist of forty (40) hours. Each work day shall be interrupted by a thirty (30) minute paid lunch break and two (2) ten (10) minute coffee breaks or one (1) fifty (50) minute paid lunch break at the Employee choosing.

Section 19.4 Compensatory Time

The Employer agrees to grant compensatory time off in lieu of overtime payment at the Employees discretion and at the same overtime rate. Employees shall be allowed to accumulate up to a maximum of One Hundred (100) Hours. Compensatory time off shall be granted at the Employees request at such time and in such blocks as are mutually agreed between the Employee and his immediate supervisor. Permission to use compensatory time shall not be unreasonably denied, provided that the Employee gives the Employer at least forty-eight (48) hours advance notice. When compensatory time off is granted, the Employee shall not be required to remain on standby status.

Section 19.5 Pyramiding

Compensation shall not be paid (nor compensatory time taken) more than once for the same hours under any provisions of this Article or Agreement. Example: A Telecommunicator takes a vacation day on the 7:00 a.m. to 3:00 p.m. shift as he/she knows that an overtime opportunity is available for that shift in question, and he/she elects to take that overtime opportunity.

Section 19.6 Call Back

The term "call back" is defined as an official assignment of work which does not immediately precede or follow any Employee's regularly scheduled working hours. Employees reporting back to work under the definitions of "call back" shall be compensated for a minimum of two (2) hours or for the actual hours worked, whichever is greater. No call back shall be compensated unless such call back has been approved by a supervisor. Employees will not be entitled to call back when he/she is required to return to work to correct his/her own errors.

Section 19.7 Court Time

Employees required to attend court on their off duty time shall be compensated for a minimum of three (3) hours at one and one-half (1½) times the regular rate of pay or for the actual hours worked, whichever is greater.

Section 19.8 Overtime Compensation

All hours worked in excess of the normal forty (40) hours per seven (7) day work cycle shall be compensated at the overtime rate of time and one half (1-1/2) times the Employee's regular hourly rate of pay or compensatory time equivalent (at the Employee's option). For purposes of calculating overtime, all compensated hours shall be considered hours worked. Overtime shall be paid on the next payday immediately following the work cycle in which it was earned.

ARTICLE XX
SICK TIME

Section 20.1 Paid Sick Time

Employees shall receive paid sick time at the rate of 1.0 per month for each month of service with the Employer (12 paid sick time days per year). Employees shall be allowed to accumulate paid sick time days to a maximum amount of sixty (60) days. Once each calendar year, an Employee can cash in up to five (5) of his/her accumulated sick time days which the Employer will pay to the Employee (at the Employee's then rate of pay), a cash payment on the next payday immediately following the time such request is made.

Notwithstanding the above, effective thirty (30) days from when the Union ratifies this Agreement, the Employer shall allow employees covered by this Agreement to buyback up to ten (10) days of sick time, for the years 2011 and 2012.

Section 20.2 Sick Time Bonus

For Employees who utilize reduced paid sick time benefits during the calendar year, the Employer agrees to give to each employee, according to the following schedule, a sick time award in the form of compensatory time off.

SICK DAYS USED DURING CALENDAR YEAR	BONUS COMP. TIME
None	16 hours
1 day	8 hours
2 days or more	0 hours

Section 20.3 Use of Sick Time

Employees shall be allowed sick time with pay on account of illness or injury otherwise than in the line of duty, according to the following provisions:

1. Personal illnesses or physical incapacity resulting from causes beyond the Employee's control;
2. Enforced quarantine of the Employee in accordance with community health regulations; or
3. Pregnancy.

In order to become eligible for sick leave, an Employee must promptly notify his/her office or immediate supervisor at least four (4) hours prior to the start of the Employee's shift whenever practicable.

If the absence is more than three (3) days, a certification by a licensed Illinois physician must be filed with the Chief of Police. This certification must state the kind and nature of sickness or injury and that the Employee has been incapacitated for work, during said period of absence. When the absence exceeds ten (10) days, a new certificate must be filed with the Chief of Police.

If an employee uses three (3) consecutive sick days or, in the alternative, upon the fourth (4th) occurrence of utilizing sick leave days in a calendar year, prior to the employee returning to work, the Village shall require a written certificate from a physician or other medical practitioner indicating the nature of the illness and containing a statement that the employee has been examined and is physically able to return to work.

Absence for part of a day that is chargeable to sick time in accordance with those provisions shall be charged proportionally in an amount not smaller than one half (1/2) day. Computation of sick leave shall not include regular days off or holidays.

Sick time must not be abused. It is intended to cover genuine illness and is not to be used as a means of obtaining additional time off. Unless a good and sufficient reason for being absent from home is provided to the Chief of Police upon his request for just cause, the sick leave benefit for that particular day will be canceled.

Records of all credits and debits to sick time account of each Employee will be kept by the Employer. The amount of sick leave credit available for any Employee shall be available for inspection by the Employee upon request.

ARTICLE XXIII LEAVES OF ABSENCE

Section 23.1 Bereavement Leave

The Employer agrees to provide Employees a leave of absence without loss of pay or benefits, as a result of a death in the Employee's family. Such leave shall be for a period of up to three (3) days. For purposes of this Section, family shall be defined as:

Parents, Grandparents, Spouse, Children (including "step" or "adopted"), Brothers, Sisters, Grandchildren, Mothers in Law, Fathers in Law, Brothers in Law, Sisters in Law.

In the event of a death of an employee's aunt, uncle, niece or nephew, employees shall be permitted to utilize one (1) day of compensatory time off, vacation leave or a personal day for bereavement leave.

Section 23.2 Injury Leave

An Employee who sustains an occupational injury or illness arising out of and in the course of employment with the Employer shall be covered by the provisions of Illinois Worker's Compensation Act, and shall suffer no loss of benefits covered under this Agreement.

Section 23.3 Vacations

The following paid vacation leave schedule is in effect. Employees will make their vacation selections on the basis of departmental seniority. During November, each member may make two priority vacation selections. A calendar will be circulated two times, beginning with the senior member who will make his/her first priority vacation selection, with the next most senior member to select next, and so on until all members have made a first priority vacation selection. The calendar is then circulated a second time in the same manner. A selection shall consist of up to six consecutive days. A copy of the calendar will be posted in the radio room. The amount of vacation earned by each employee shall be as follows:

Less than 1 year	None
More than 1 years but less than 5 years	2 Work Weeks
More than 5 years but less than 15 years	3 Work Weeks
More than 15 years but less than 25 years	4 Work Weeks
More than 25 years	5 Work Weeks

Section 23.4 Subpoenaed Appearance

Any Employee who is required to appear for or serve on a jury, or appear in response to a duty related subpoena, shall receive his/her regular pay and benefits while so serving but must remit to the Employer any compensation received for such services.

Section 23.5 Military Leave

An Employee who is a member of a Reserve force of the Armed Forces of the United States or the State of Illinois, and who is ordered by the appropriate authorities to attend training programs, perform other assigned duties or who should be called to active

status, shall be granted a military leave of absence without pay and no loss of benefits or seniority rights. Employees returning from Military Leave status shall be immediately returned to their position prior to their leave.

Section 23.6 Duty Trades

Employees who are covered by the terms of this Agreement shall be afforded the opportunity to occasionally trade shifts with other bargaining unit Employees, subject to reasonable advance notice to the Employer and approval by the Employer. Such approval shall not be unreasonably denied or withheld.

ARTICLE XXIV
RESIDENCY

Employees shall be required to reside within 50 miles of the Village of Willow Springs boundaries. If the Village chooses to change its residency policy, it agrees to notify the Labor Council and bargain over such change.

ARTICLE XXV
UNIFORM ALLOWANCE

Section 25.1 Uniform Compensation

The Employer agrees to provide all newly hired Employees with new uniforms. Thereafter, the Employer shall pay annually to all Employees, all clothing and related accessories allowance as indicated:

\$500 to paid in cash, with \$250 paid each six (6) months to the Employee

Payment shall be made in two (2) equal installments on or before the first (1st) day of December and June of each year. In addition to the above, the Employer agrees that any changes to the uniform presently being worn will be paid for by the Employer.

Notwithstanding the above, effective thirty (30) days after the Union ratifies this Agreement, the Employer shall pay employees, covered by this Agreement, via separate check, five-hundred dollars (\$500.00) to compensate them for not receiving uniform allowance in June and December of 2011.

Section 25.2 Replacement of Damaged Clothing

The Employer agrees to replace the clothing of any Employee which is damaged as a result of the Employee's duties which required the use or exertion of physical force. Such incident shall be documented to the reasonable satisfaction of the Employee's immediate supervisor.

ARTICLE XXVI INSURANCE

Section 26.1 Health/Dental Insurance

During the term of this Agreement, the Village shall continue to provide health and dental insurance benefits to bargaining unit members in substantially similar benefit amounts and under the same terms and conditions as they exist under contracts approved by the Village Board at the April 26, 2007 regular Village Board meeting. The Village shall pay one hundred percent (100%) of all costs for those employees electing HMO coverage during the duration of this Agreement All employees electing PPO coverage shall contribute, via payroll deduction, the cost difference between similar (single, employee + spouse, employee + children or family) coverage of HMO plan and the PPO plan. All employees electing to participate in the Dental Plan shall contribute, via payroll deduction, seven and one half percent (7.5%) of the gross premium attributable to such member.

Section 26.2 Life Insurance

The Employer agrees to provide Employees with life insurance in the amount of forty thousand (\$40,000.00) dollars, for each Employee covered by the terms of this Agreement.

ARTICLE XXVII WAGES AND COMPENSATION

Section 27.1 Annual Wages

All employees covered by this Agreement shall receive the following pay increase to their respective rates of pay on the following dates:

May 1, 2011 - No increases added to the wage matrix per subsequent concession.

May 1, 2012 - No increases added to the wage matrix per negotiations.

May 1, 2013 - Three percent (3%) added to the wage matrix per negotiations.

May 1, 2014 - Three percent (3%) added to the wage matrix per negotiations.

	Wage Freeze As of May 1, 2011 Annual Hourly		Wage Freeze As of May 1, 2012 Annual Hourly		Three percent (3%) As of May 1, 2013 Annual Hourly		Three percent (3%) As of May 1, 2014 Annual Hourly	
Start thru 12 months	\$31,214.29	\$15.00	\$31,214.29	\$15.00	\$32,150.72	\$15.45	\$33,115.24	\$15.91
13 thru 36 months	\$35,976.98	\$17.29	\$35,976.98	\$17.29	\$37,056.29	\$17.81	\$38,167.98	\$18.34
37 thru 60 months	\$41,310.09	\$19.86	\$41,310.09	\$19.86	\$42,549.39	\$20.46	\$43,825.87	\$21.07
61 months or more	\$44,754.83	\$21.25	\$44,754.83	\$21.25	\$46,097.47	\$21.89	\$47,480.40	\$22.54

Section 27.2 Longevity Pay

In addition to the pay schedules shown above, Employees shall receive an annual additional longevity stipend (as indicated below) added to their base pay as set forth below:

AT THE COMPLETION OF:

- 10 Years 4% added into the Employees annual base rate of pay
- 15 years 2% additional added into the Employees annual base rate of pay
- 25 Years 2% additional added into the Employees annual base rate of pay.

Section 27.3 Swing Shift

Any employee assigned to or working a swing shift shall be paid an additional one dollar and 50/100ths (\$1.50) per hour for all hours worked or assigned to a swing shift.

ARTICLE XXVIII
EDUCATION

Section 28.1 Educational Reimbursement

Employees covered by the terms of this Agreement who enroll in an accredited course of continued education at a College or University shall have their tuition reimbursed in the following manner, when such action is taken outside their regular scheduled work period and when such fees are not compensated by another agency. The accredited course shall be a substantive course geared towards improving the employee's skills that will also result in a benefit to the Employer.

The Village will reimburse employees as outlined above, not to exceed \$1,000.00 per fiscal year for all employees covered by this Agreement. Individual "caps" are proportionate to the number of participants in the program. The Village may elect to only reimburse up to \$500.00 for the first half of the fiscal year for all employees covered by this Agreement, in order to keep funds available for any employees attending classes in the second half of the fiscal year. In the second half of the fiscal year the remaining \$500.00 will be reimbursed proportionately to any employees attending classes, in the same manner as outlined above.

Grade A	100% Reimbursement
Grade B	50% Reimbursement
Grade C, D or F	No Reimbursement

Any employee who leaves his or her employment within six (6) months after receiving a tuition reimbursement payment shall repay the Employer the full amount of said reimbursement payment, which may be withheld from said employee's last paycheck.

Section 28.2 Emergency Medical Dispatcher (EMD)

The Employer shall train and certify all current telecommunicators as Emergency Medical Dispatchers (EMD). All new hires shall receive the same training and

certification during their probationary period. Employees who fail to certify for EMD may be subject to disciplinary action up to and/or including discharge.

ARTICLE XXIX
SAVINGS CLAUSE

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE XXX
AGREEMENT

Section 30.1 Term of Agreement

This Agreement shall be effective from May 1, 2012 and shall remain in full force and effect until April 30, 2015. It shall continue in effect from year to year thereafter unless a notice of demand to bargain is given in writing by Certified Mail by either party no earlier than one hundred twenty (120) days preceding expiration. The notice referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, to the Village Clerk in the case of the Employer and to, in the case of the Labor Council notice shall be the written date of receipt. In the event of written notice, said notice shall be at the following addresses:

Section 30.2 Continuing Effect

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 are continuing for a new Agreement or part thereof between the parties.

Village Of
Willow Springs

Date

 *A. B. Bales*

Illinois *Jan 15, 2013*
Date

Fraternal Order of Police
Labor Council

- * The Village agrees not to privatize the Telecommunications Division during the duration of this contract, so long as the Village of Hodgkins continues to contribute to the Village of Willow Springs for housing prisoners and providing dispatching services per the written agreement entered into between the Village of Willow Springs and the Village of Hodgkins.

Dues Authorization Form
ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCKTOWER DRIVE
SPRINGFIELD, ILLINOIS 62704

I, _____, hereby authorize my employer, _____, 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.

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____

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.



GRIEVANCE

(use additional sheets where necessary)

Lodge/Unit No.
Year Grievance
No. / /

Date Filed: _____

Department: _____

Grievant's Name: _____

Last

First

M.I.

STEP ONE

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

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

Briefly state the facts: _____

Remedy Sought: _____

_____, in part and in whole, make grievant 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

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR

Reasons for Advancing Grievance: _____

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative

Lodge/Unit No.
Year
Grievance No.

