

RESOLUTION NO. 19-01

**A RESOLUTION AUTHORIZING THE EXECUTION OF
A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF
FRANKFORT AND THE METROPOLITAN ALLIANCE OF POLICE
FRANKFORT POLICE SERGEANTS
CHAPTER 768**

WHEREAS, the Village of Frankfort and the Metropolitan Alliance of Police have entered into a five-year Collective Bargaining Agreement, effective May 1, 2018 through April 30, 2023; and

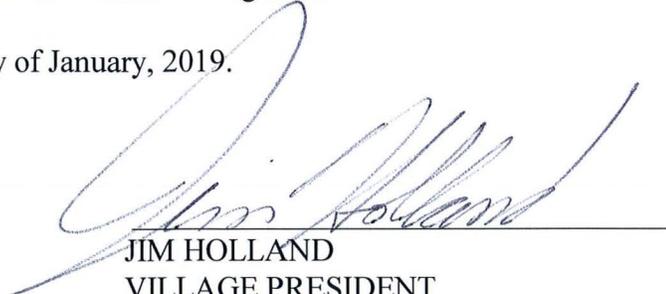
WHEREAS, said Agreement sets forth rates of pay, hours of employment, fringe benefits, and other conditions of employment for Village of Frankfort Police Sergeants, a copy of which is attached hereto and hereby made a part hereof.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF FRANKFORT, WILL & COOK COUNTIES, ILLINOIS, AS FOLLOWS:

That the Village President be and is hereby authorized and directed to execute, on behalf of the Village of Frankfort, a Collective Bargaining Agreement between the Village of Frankfort and the Metropolitan Alliance of Police, Frankfort Police Sergeants, Chapter 768; and the Village Clerk is hereby authorized and directed to attest to the President's signature.

PASSED AND APPROVED this 22nd day of January, 2019.





JIM HOLLAND
VILLAGE PRESIDENT

ATTEST:



ADAM BORRELLI
VILLAGE CLERK

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE VILLAGE OF FRANKFORT

AND

METROPOLITAN ALLIANCE OF POLICE
FRANKFORT POLICE SERGEANTS
CHAPTER 768

May 1, 2018 to April 30, 2023



Table of Contents

PREAMBLE	1
ARTICLE I	
<u>RECOGNITION AND REPRESENTATION</u>	1-2
Section 1.1 – Representative Unit	
Section 1.2 – Union Stewards	
Section 1.3 – Union Representatives	
ARTICLE II	
<u>CONTINUITY OF OPERATION</u>	3-4
Section 2.1 – No Strike	
Section 2.2 – Union’s Responsibility	
Section 2.3 – Discharge of Violators	
Section 2.4 – No Lockout	
Section 2.5 – Reservation of Rights	
ARTICLE III	
<u>MANAGEMENT RIGHTS CLAUSE</u>	4-5
ARTICLE IV	
<u>ENTIRE AGREEMENT</u>	6
ARTICLE V	
<u>HOURS OF WORK AND OVERTIME</u>	7-10
Section 5.1 – Purpose of Article	
Section 5.2 – Work Schedules	
Section 5.3 – Hours of Work	
Section 5.4 – Eight Hour/Modified Twelve Hour Shift	
Section 5.5 – Twelve Hour Shift	
Section 5.6 – Effects Bargaining	
Section 5.7 – Shift Exchange	
Section 5.8 – Compensatory Time	
Section 5.9 – Roll Call	
Section 5.10 – Overtime Call Back	
ARTICLE VI	
<u>SENIORITY</u>	10-12
Section 6.1 – Definition of Seniority	
Section 6.2 – Loss of Seniority	
Section 6.3 – Application of Seniority	
Section 6.4 – Layoffs and Recall	
Section 6.5 – Failure to Respond to Recall	
Section 6.6 – Seniority List	

ARTICLE VII	
<u>GRIEVANCE PROCEDURE</u>	12-15
Section 7.1 – Definition	
Section 7.2 – Procedure	
STEP 1	
STEP 2	
STEP 3	
STEP 4 – Arbitration	
Section 7.3 – Limitations of Authority of Arbitrator	
Section 7.4 – Time Limit for Filing	
Section 7.5 – Bypassing Steps	
ARTICLE VIII	
<u>LABOR-MANAGEMENT AND SAFETY MEETINGS</u>	15-16
Section 8.1 – Meeting Request	
Section 8.2 – Content	
Section 8.3 – Attendance	
ARTICLE IX	
<u>MISCELLANEOUS</u>	17-20
Section 9.1 – External Law	
Section 9.2 – Bulletin Boards	
Section 9.3 – Subcontracting	
Section 9.4 – Secondary Employment	
Section 9.5 – Off Duty Details	
Section 9.6 – No Solicitation	
ARTICLE X	
<u>LEAVES OF ABSENCE</u>	21-24
Section 10.1 – Jury Leave	
Section 10.2 – Funeral Leave	
Section 10.3 – Family and Medical Leave	
Section 10.4 – Medical Leave of Absence	
Section 10.5 – Sick Leave	
Section 10.6 – Sick Leave Defined	
Section 10.7 – Retirement / Voluntary Separation Incentive	
ARTICLE XI	
<u>TEMPORARY DUTY ASSIGNMENTS</u>	25
ARTICLE XII	
<u>PHYSICAL FITNESS</u>	25
ARTICLE XIII	
<u>DRUG AND ALCOHOL TESTING</u>	25-28
Section 13.1 – General Policy Regarding Drugs and Alcohol	

Section 13.2 – Prohibitions
Section 13.3 – The Administration of Tests

ARTICLE XIV	
<u>UNION SECURITY</u>	28-29
Section 14.1 – Dues Checkoff	
Section 14.2 – Indemnification	
ARTICLE XV	
<u>NOTIFICATION OF ADDRESS CHANGE</u>	29
ARTICLE XVI	
<u>PRINTING AND DISTRIBUTION OF AGREEMENT</u>	30
ARTICLE XVII	
<u>HOURLY WAGES</u>	30
ARTICLE XVIII	
<u>CALL-IN/CALL BACK</u>	30
ARTICLE XIX	
<u>HOLIDAYS</u>	31
ARTICLE XX	
<u>TUITION REIMBURSEMENT</u>	31-32
ARTICLE XXI	
<u>COURT TIME</u>	32-33
ARTICLE XXII	
<u>INSURANCE</u>	33
ARTICLE XXIII	
<u>VACATION</u>	34-35
Section 23.1 – Accrual	
Section 23.2 – Vacation Requests	
Section 23.3 – Vacation Buy Back	
ARTICLE XXIV	
<u>TRAVEL AND MEAL EXPENSES</u>	35-36
ARTICLE XXV	
<u>TRAINING</u>	36-37
ARTICLE XXVI	
<u>UNIFORMS</u>	37

ARTICLE XXVII	
<u>NO PYRAMIDING</u>	37
ARTICLE XXVIII	
<u>DISCIPLINE AND DISCHARGE</u>	37-39
Section 28.1 – Board of Fire and Police Commissioners	
Section 28.2 – Discipline and Discharge	
Section 28.3 – Limitation	
Section 28.4 – Disciplinary Grievances	
ARTICLE XXIX	
<u>457 RETIREMENT PLAN</u>	39
ARTICLE XXX	
<u>GENERAL ORDERS</u>	39-40
ARTICLE XXXI	
<u>GENDER</u>	40
ARTICLE XXXII	
<u>RESIDENCY</u>	40
ARTICLE XXXIII	
<u>TERM OF AGREEMENT</u>	40-41
<u>RATIFICATION</u>	42

PREAMBLE

This Agreement is made and entered into by and between the Village of Frankfort (herein after referred to as the "Village") and the Metropolitan Alliance of Police, Frankfort Police Sergeants, Chapter 768 (hereinafter referred to as the "Union"), on behalf of certain employees described in Article I.

It is the intent and purpose of this Agreement to set forth the parties' entire Agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the Village; to encourage and improve efficiency and productivity; to maintain the highest standards of personal integrity and conduct at all times; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

ARTICLE I

RECOGNITION AND REPRESENTATION

Section 1.1 – Representative Unit

The Village recognizes the Union as the sole and exclusive bargaining representative in Case No. S-RC-18-034:

INCLUDED

All full-time police sergeants employed as Sergeants by the Village of Frankfort (hereinafter referred to as "employees").

EXCLUDED

All other Village of Frankfort employees; all supervisory, confidential and managerial employees as defined by the Illinois Public Labor Relations Act.

Section 1.2 – Union Stewards

The Village recognizes the right of bargaining unit members to select a Union Steward, and alternate Union Steward. The Union shall provide the Police Chief with the name of the Steward selected by the Union.

Section 1.3 – Union Representatives

Duly authorized Union business representatives will be permitted access at reasonable times to the premises of the Village for the purpose of handling grievances or otherwise representing employees pursuant to the provisions of this Agreement. These business representatives will be identified to the Police Chief or his designee in a manner suitable to the Village and on each occasion will first secure the prior approval of the Police Chief or his designee to enter and conduct their business so as not to interfere with Village operations. If such approval is granted, the Police Chief or his designee shall designate the area where such business is to be conducted and the period of time to be provided. The Union will not abuse this privilege, and such right of entry shall at all times be subject to general department rules applicable to non-employees.

ARTICLE II

CONTINUITY OF OPERATION

Section 2.1 – No Strike

The Union will not cause or permit its members to cause, and will not sanction in any way, any work stoppage, strike, picketing related to this continuity of operations provision or slowdown of any kind or for any reason, or the honoring of any picket line or other curtailment, restriction or interference with any of the Village's functions or operations; and no employee will participate in any such activities during the term of this Agreement or any extension thereof. This will not prohibit the Union from engaging in protected concerted activity with regard to employers other than the Village of Frankfort or any related governmental entities.

Section 2.2 – Union's Responsibility

Should any activity prescribed in Section 1 of this Article occur, which the Union has or has not sanctioned, the Union shall immediately: Publicly disavow such action by the employees or other persons involved;

- a. Advise the Village in writing that such action has not been caused or sanctioned by the Union;
- b. Notify the employees that it disapproves of such action and instruct all employees to cease such action and return to work immediately;
- c. Take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the Village to accomplish this end.

Section 2.3 – Discharge of Violators

The Village shall have the right to file charges with the Frankfort Police and Fire Commission seeking to discharge or otherwise discipline any or all employees who

violate any of the provisions of this Article. In such event, the employee or employees, or the Union on their behalf, shall only have recourse to the grievance procedure, including the arbitration step of that procedure, to dispute the fact of whether they engaged in activity that violates this Article, all other rights (including the ability to challenge the type or level or degree of discipline) are expressly waived.

Section 2.4 – No Lockout

The Village agrees that it will not lockout its employees during the term of this Agreement or any extension thereof.

Section 2.5 – Reservation of Rights

In the event of any violation of this Article by the Union, Village or the unit members, the Village or the Union may pursue any legal or equitable remedy otherwise available, including monetary penalties, and it will not be a condition precedent to the pursuit of any judicial remedy that any grievance provided in this Agreement be first exhausted.

ARTICLE III

MANAGEMENT RIGHTS CLAUSE

Except as limited by the specific provisions of this Agreement and applicable law, the Village shall retain the right and authority to operate and direct the affairs of the Village including the Police Department in all its various aspects. All of the rights, functions and prerogatives of management which the Village had prior to entering into this Agreement are reserved and retained exclusively to the Village and shall not be questioned by the Union or any employee covered by this Agreement at any time or in

any manner. In no event shall any right, function or prerogative ever be deemed or construed to have been modified, diminished or impaired by any past practice or course of conduct, or otherwise, than by an explicit provision of this Agreement. Specifically, but without limiting the generality of the foregoing, it is distinctly understood and agreed that this Agreement does not affect and shall not be deemed or construed to impair or limit in any way the Village's right in its sole discretion and judgment to determine matters of inherent managerial policy, the functions of the employer, its mission including the nature, extent and standards of service offered to the public, its overall and departmental budget, the organizational structure and selection of new employees, examination techniques, and to direct or reassign the working force or any individual therein; to plan, direct, control, subcontract and determine the operations or service to be conducted in or at the Police Department or by the employees of the Village; to meet and confer with employees directly, either individually or collectively; to schedule, assign and transfer employees; to hire and promote; to relieve employees due to lack of work, shortage of budgeted funds, or for other legitimate reasons, to make and enforce reasonable rules and regulations. The Village may demote, suspend, discipline and/or discharge for just cause. The Village retains all prerogatives, rights and powers including its right to take any action mandated by State law and nothing in this Agreement shall prohibit such action. The Village further retains and reserves all of its rights to perform its management responsibilities and to take any action necessary to carry out those responsibilities unless clearly and expressly prohibited by this Agreement.

ARTICLE IV

ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in 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 or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Furthermore, the parties waive the right to negotiate for changes on any issue whether known or unknown.

Therefore, the Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or issue which may legally be or has been the subject of bargaining regardless of whether or not such matter or issue was raised or could have been raised in collective bargaining and regardless of whether such matter is covered or excluded by the express language of this Agreement.

ARTICLE V

HOURS OF WORK AND OVERTIME

Section 5.1 - Purpose of Article

Nothing herein shall be construed as a guarantee of hours of work per day, per week or per work cycle, and nothing herein shall preclude the Village from restructuring the normal workday, work week or work cycle.

Section 5.2 - Work Schedules

The Village shall continue to post the work schedules showing the shifts, workdays and work hours to which employees are assigned.

Section 5.3 – Hours of Work

Except as provided elsewhere in this Agreement, an employee's normal work day shall generally consist of eight to twelve hours.

Section 5.4 – Eight Hour / Modified 12 Hour Shift

Employees who are assigned to an eight (8) to twelve (12) hour shift (80-Hour pay period) shall receive overtime pay for all time worked in excess of eighty (80) hours in a fourteen (14) day work period. Overtime shall be compensated at a rate of one and one-half (1-1/2) times the employee's regular hourly straight time rate of pay. For purposes of overtime pay calculations all compensable time will be included with the exception of sick time and roll call.

Employees shall be permitted two (2) fifteen (15) minute rest periods and one thirty (30) minute paid meal break and the paid meal break will be considered as hours worked for overtime purposes. If a sergeant's meal break is interrupted by work duties,

the sergeant's meal break shall be rescheduled if the workload permits or the sergeant shall forego his meal break, without additional compensation, if the workload doesn't permit a rescheduled meal break. Employees shall remain on duty and within Village limits during rest and meal periods.

Section 5.5 - Twelve-Hour Shift

Employees who are assigned to a twelve (12) hour shift (84-Hour pay period) shall receive overtime pay for all time worked in excess of eighty-four (84) hours in a fourteen (14) day work period. Overtime shall be compensated at a rate of one and one-half (1-1/2) times the employee's regular hourly straight time rate of pay. For purposes of overtime pay calculations all compensable time will be included with the exception of sick time and roll call.

Employees shall be permitted three (3) fifteen (15) minute rest periods and one (1) thirty (30) minute paid meal break and the paid meal break will be considered as hours worked for overtime purposes. If a sergeant's meal break is interrupted by work duties, the sergeant's meal break shall be rescheduled if the workload permits or the sergeant shall forego his meal break, without additional compensation, if the workload doesn't permit a rescheduled meal break. Employees shall remain on duty and within Village limits during rest and meal periods.

The Chief reserves the right to modify shift under the 84-hour work schedule for specialty positions.

Section 5.6 - Effects Bargaining

In the event that the Village desires to change the overall work schedule (for example by changing from twelve (12) hour shifts to eight (8) hour shifts) the Village

will notify the Union at least 60 days in advance and meet and confer to discuss alternatives. However, the Village retains the right and discretion to set or change the overall schedule and to set or change the schedule of any employee(s).

Section 5.7 - Shift Exchange

Employees may exchange shifts with the approval of the Chief or his designee provided that minimum staffing requirements are maintained, no overtime results, and no shift change occurs which causes the expenditure of additional pay.

Section 5.8 - Compensatory Time

Compensatory time at the rate of one and one-half times the employee's regular rate of pay may be granted at the discretion of the Chief in lieu of payment of overtime pay. Compensatory time may be accumulated to a maximum of 60 hours. In exercising his/her discretion regarding compensatory time, the Chief or his/her designee may consider the cost of overtime incurred in the staffing of an open shift created by compensatory time use

Section 5.9 - Roll Call

Employees will be paid 10 minutes per shift for roll call at straight time pay.

Section 5.10 - Overtime Call Back

Full-Time Sergeants will be called out on a seniority basis to fill sergeant hours because of short staffing due to sick time shift coverage (when a bargaining unit member calls off sick). If no full-time sergeant volunteers for the hours or if some of the hours remain unfilled after all full-time sergeants have been called, then the shift may be filled by an available officer. If no officers volunteer a sergeant will be ordered in on a reverse seniority basis with the consideration for hours scheduled/worked.

If authorized overtime is created by a bargaining unit member because of short staffing due to planned sick time shift coverage, sergeants will be offered the overtime on a seniority basis. If no sergeant volunteers for the hours or if some of the hours remain unfilled after all sergeants have been notified of the available authorized overtime, then the shift may be filled by any available officer.

The sergeant (or senior patrol officer if applicable) on the shift shall be responsible for filling vacancies pursuant to this section. In the event of planned sick time shift coverage, the sergeant responsible for filling the authorized overtime will report to the Deputy Chief of Operations or his designee who will be filling the overtime within seventy-two (72) hours of notification. If the sergeant responsible for filling the authorized overtime fails to notify the Deputy Chief of Operations or his designee within 72 hours, the Department can fill the overtime at its discretion.

ARTICLE VI

SENIORITY

Section 6.1 – Definition of Seniority

- A. Except as otherwise stated herein, an employee's seniority shall be calculated from the employee's most recent date of promotion to the rank of sergeant, provided the employee has established continuous service (no loss of seniority) since being promoted to the rank of sergeant at Frankfort.
- B. In the event that two or more sergeants have the same seniority date, seniority shall be determined by the sergeant's placement on the Fire and Police Commission's eligibility list.

Section 6.2 – Loss of Seniority

- A. The employee resigns or quits;
- B. The employee retires;
- C. The employee is discharged or permanently removed from the payroll for just cause;
- D. The employee does not return to work on the date required at the expiration of a leave of absence;
- E. The employee is absent for three consecutive scheduled work days without authorization; (subject to purview of Fire and Police Commission);
- F. The employee does not return to work on the date required when recalled from layoff;
- G. The employee has been on lay off, leave of absence or otherwise has not engaged in active employment with the Village for more than one year.

Section 6.3 – Application of Seniority

Seniority shall be considered for vacation preference, sick time overtime call back, lay-off and recall only.

Section 6.4 – Layoffs and Recall

Should the Village determine that it is necessary to decrease the number of employees in the bargaining unit, it will layoff and recall sergeants in accordance with the provisions as set forth in 65 ILCS 5/10-2.1-18.

Section 6.5 – Failure to Respond to Recall

If a sergeant fails to timely respond to a recall notice by return mail or in person, his name shall be removed from the recall list. Pursuant to 65 ILCS 5/10-2.1-18; a sergeant must make written application for reinstatement within thirty (30) days after notification of recall.

Section 6.7 – Seniority List

As soon as practicable after the signing of this contract, the Village will furnish the Union a list showing the name, job title and most recent date of hire, and date of promotion for each employee in the bargaining unit, and whether the employee is entitled to seniority or not. The Village shall also post the seniority list.

Within thirty (30) calendar days after the date of posting, an employee must notify the Village of any alleged errors in the list or it will be considered binding on the employee and the Union from that time forth. When changes or additions to those lists become necessary, the Village will provide notification to the Union of such changes or additions. A revised seniority list will be posted once a year. After such posting, an employee must notify the Village of any alleged errors within 30 days, or the information in the list shall be considered forever binding on the employee and the Union.

ARTICLE VII

GRIEVANCE PROCEDURE

Section 7.1 – Definition

A “grievance” is defined as a written complaint raised by a unit member, the Union or the Village involving the meaning, interpretation, or application of this Agreement except that any matter or issue that is subject to the jurisdiction of the Board of Fire and Police Commissioners shall not be considered a grievance under this Agreement and thus not subject to the grievance procedure, including arbitration, the right to which is expressly waived.

Section 7.2 – Procedure

The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance must be processed as follows:

- STEP 1: Any Employee who has a grievance shall submit the grievance in writing to the Deputy Chief specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a statement of facts, the provision(s) of this Agreement which is (are) alleged to have been violated, and the relief requested. Preparation of these written materials shall not be done during the employee's hours of work. All grievances must be presented no later than five (5) business days from the first occurrence or non-occurrence giving rise to the grievance. The immediate supervisor may render a written response to the grievant within five (5) business days after the grievance is presented.
- STEP 2: If the grievance is denied or not responded to at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, the appeal shall be submitted in writing to the police chief within seven (7) business days after the earlier of the date of the Village's answer at Step 1 or the date such answer was due. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. Preparation of these written materials shall not be done during the employee's hours of work. The police chief or his designee may investigate the grievance and, in the course of such investigation, may offer to discuss the grievance with the grievant and an authorized representative of the Union at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the police chief or his designee shall provide a written answer to the grievant and the Union within seven (7) business days following the date that the appeal was filed.
- STEP 3: If the grievance is denied or not responded to at Step 2 and the employee wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing to the Village Administrator within seven (7) business days after the earlier of the date of the Village's answer at Step 2 or the date such answer was due. The grievance shall specifically state the basis upon which the grievant believes that grievance was improperly denied at the previous step in the grievance procedure. Preparation of these written materials shall not be done during the employee's hours of work. The Village Administrator, or the Village Administrator's designee,

shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance with the grievant and an authorized representative of the Union at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Village Administrator, or the Village Administrator's designee, shall provide a written answer to the grievant and the Union within seven (7) business days following the date that the appeal was filed.

STEP 4: Arbitration. If the grievance is denied or not responded to at Step 3 and the Union wishes to appeal, it may refer the grievance to arbitration, as described below, within twenty-eight (28) business days after the earlier of the date of the Village's written answer or the date such response was due.

(a) In the absence of agreement on a neutral arbitrator, the parties shall file a joint request with the Federal Mediation & Conciliation Service ("FMCS") for a panel of seven (7) arbitrators from which the parties shall select a neutral arbitrator. The parties agree to request the FMCS to limit the panel to members of the National Academy of Arbitrators who reside within a radius of 100 miles of the City of Chicago. Both the Village and the Union shall each have the right to reject one panel in its entirety, on written notice to the other, within seven (7) business days of its receipt and request that a new panel be submitted. The Village and the Union shall have the right alternately to strike names from the panel. A coin toss will determine who strikes first. The person remaining shall be the arbitrator.

(b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Village representatives.

(c) The arbitrator shall submit his/her decision in writing within thirty (30) business days following the close of the hearing or the submission of briefs by the parties, whichever is later.

(d) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.

(e) The fees and expenses of the arbitrator shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses and for purchasing copies of a written transcript.

Section 7.3 – Limitations of Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only whether there has been a violation, misinterpretation or misapplication of the

specific provisions of this Agreement. The arbitrator shall be empowered to determine only the issue or issues raised by the grievance as initially submitted. The arbitrator shall have no authority to decide on any issue(s) not specifically raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with applicable laws. Any decision or award of the arbitrator rendered within the limitations of this Section 5 shall be final and binding upon the Village, the Union and the employees covered by this Agreement.

Section 7.4 – Time Limit for Filing

The time limits and procedures for grievance processing must be strictly followed. No grievance shall be processed or entertained unless it is filed or appealed by the employee or Union within the stated time limits. If the Village does not respond to a grievance or appeal within the stated time limits, the grievance or appeal shall be deemed denied at the time such response was due, and permit the grievant to proceed to the next step in the grievance procedure. Any grievance not timely appealed after denial or failure by the Village to timely respond shall bar any appeal or later filing of the same or substantially same grievance.

Section 7.5 – Bypassing Steps

The parties may by mutual agreement in writing agree to bypass one or more steps of the grievance procedure. Any grievance filed by the Union shall be initiated at Step 2.

ARTICLE VIII

LABOR-MANAGEMENT AND SAFETY MEETINGS

Section 8.1 – Meeting Request

The Union and the Village agree that in the interest of efficient management and harmonious employee relations that meetings be held if mutually agreed between Union representatives and the Village. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management" or "safety meeting" and expressly providing the agenda for such meeting. Such meetings, times, agendas and locations shall be mutually agreed upon and shall be limited to:

- A. A discussion on the implementation and general administration of this Agreement; or
- B. A sharing of general information of interest to the parties; or
- C. Issues and concerns involving safety.

Section 8.2 – Content

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

Section 8.3 – Attendance

Attendance at "labor-management" meetings shall be voluntary on the employee's part, and attendance during such meetings shall not be considered time worked for compensation purposes. Normally, two (2) persons from each side shall attend these meetings, schedules permitting. Attendance by bargaining unit members at such meetings shall not interfere with required duty time, and attendance may be during duty time if mutually agreed between the Police Chief and the Union representative.

ARTICLE IX

MISCELLANEOUS

Section 9.1 – External Law

Any dispute concerning an alleged violation of any constitution, statute, regulation, common law or other legal right of the Union or a unit member that is under the jurisdiction of any Federal or State Regulatory Agency or Court shall be processed through the appropriate federal or state agency or court. Any such alleged violation or complaint arising out of the application or interpretation of this Section shall not be subject to Article VII – Grievance Procedure, including the arbitration step of that procedure, the right to which is expressly waived.

Section 9.2 – Bulletin Boards

The Village shall provide a bulletin board or bulletin board space (the dimension of which shall be a minimum of 2' x 3') for use by the Union for the posting of official Union notices which are not critical of management, are not political or inflammatory in nature, and do not violate community standards related to obscenity. Posting of Union notices shall be limited to such bulletin board and the Union will provide the Police Chief with a copy of each notice prior to its posting.

Section 9.3 – Subcontracting

The rights of contracting or subcontracting are vested in the Village. Upon deciding to subcontract, the Village will provide to the Union, notice of the subcontracting and will, upon timely request (within one (1) week of receiving notice of the Village's decision to subcontract) meet and negotiate with the Union the anticipated impact of the subcontracting.

Failure to timely request such meeting shall act as a waiver of the Union's right to negotiate the impact of the decision to subcontract.

Section 9.4 – Secondary Employment

With the exception of Off-Duty Details as regulated in the Department's Policy and Procedure Manual, employees shall not be employed by employers other than the Village, nor shall they contract or accept anything of value in return for services, nor shall they otherwise be self-employed for remuneration, without the written approval of the Police Chief. Employees may not hold outside jobs including self-employment which will: (1) result in a conflict of interest; (2) result in work for the Village; (3) result in outside work during an employee's work shift; (4) involve the use of any Village equipment, uniform, badge, weapon or other supplies; (5) involve work on any premises or in any establishment which is a dram shop; (6) foreseeably require exercise of any official authority conferred by the Village; or (7) infringe on their ability to fully perform their job duties for the Village as determined by the Village; (8) take place within twelve (12) months after receiving a suspension of sixteen (16) hours or more; or (9) conflict with any Department or Village Policy. Employees seeking permission to perform outside employment shall annually apply in writing for approval on a form to be provided by the Village. Such application shall be approved or denied in writing and within 14 calendar days of receipt of written request. No application shall be arbitrarily or capriciously denied.

Section 9.5 – Off Duty Details and Employment

Off-Duty Details and/or Extra-Duty Employment are voluntary. As such, a bargaining unity member has the right to accept or decline any Off-Duty Detail or Extra-

Duty Employment. Off-Duty Details and/or Extra-Duty Employment is defined as any employment that is conditional on the actual or potential use of law enforcement powers by a bargaining unit member within the Village of Frankfort. This employment takes place outside of the regular working hours of the employee. The rates of such employment shall be set at \$35.00 per hour, or an agreed upon rate. Any member ordered to work Off-Duty Details and/or Extra-Duty Employment for any entity (i.e. Fall Festival) shall continue to be paid at the sergeant's normal overtime rate of one and one-half (1-1/2) times the employee's regular hourly straight time rate of pay.

At the discretion of the Chief or his designee, requests from outside entities received by the department for Off-Duty Details and/or Extra Duty Employment shall be posted as soon as it is received, generally at least four (4) days in advance of the detail. Those requests offered shall be posted in a location accessible to all bargaining unit members. Off-Duty Details and/or Extra-Duty Employment shall be filled by seniority for the first three (3) days after the initial posting. After the initial three (3) day sign up period has passed the Off-Duty Detail and/or Extra-Duty Employment shall be filled on a first come first served basis amongst available sergeants. It is understood that Off-Duty Details and/or Extra-Duty Employment will be equitably distributed to other members of this department.

Section 9.6 – No Solicitation

While the Village acknowledges that bargaining unit employees may conduct solicitation of Village of Frankfort merchants, residents or citizens, the Chapter agrees that no bargaining unit employee will solicit any person or entity for contributions on behalf of the Village of Frankfort Police Department or the Village of Frankfort.

Bargaining unit employees agree that the Village name, shield or insignia, communication systems, supplies and materials will not be used for solicitation purposes. Solicitation for the benefit of the collective bargaining representative by bargaining unit employees may not be done on work time or in a work uniform. The bargaining unit employees agree that they will not use the words "Village of Frankfort Police Department" in their name or describe themselves as the "Village of Frankfort." Bargaining unit employees shall have the right to explain to the public, if necessary, that they are members of an organization providing collective bargaining, legal defense and other benefits to all sergeants employed by the Village.

The foregoing shall not be construed as a prohibition of lawful solicitation efforts by bargaining unit employees directed to the general public. Each party hereto agrees that they will comply with all applicable laws regarding solicitation.

This Agreement does not apply to the solicitation efforts of the Metropolitan Alliance of Police or any of its agents who are not bargaining unit employees.

ARTICLE X

LEAVES OF ABSENCE

Section 10.1 – Jury Leave

Should any employee covered by this Agreement be legally required to serve on a jury, that employee shall be excused from work without loss of regular straight-time pay (not to exceed 160 hours) for the days or portions thereof on which the employee must be present at court for such service and on which the employee would have otherwise been scheduled to work. The employee shall submit a certificate evidencing that he/she appeared and served as a juror and shall remit any juror fee to the Village.

Section 10.2 – Funeral Leave

An employee may be granted a funeral leave of up to twenty-four (24) hours without loss of pay in case of death of a member of the employee's immediate family, as defined in this Agreement, for the purpose of attending the funeral (including making arrangements for the funeral and attending a wake and/or burial). Immediate family is defined as follows:

- a. Spouse
- b. Son or daughter
- c. Mother or father
- d. Sister or brother
- e. Mother-in-law or father-in-law
- f. Sister-in-law or brother-in-law
- g. Grandparents or grandparents-in-law
- h. Grandchild
- i. Step parents
- j. Step children
- k. Aunt or uncle - Up to 12 hours of leave.

In the event that a funeral event is not covered by or extends beyond 24 hours sergeants may utilize up to 24 hours of sick time with Chief or designee approval.

Section 10.3 – Family and Medical Leave

The Village will provide to eligible employees leaves of absence pursuant to the Family and Medical Leave Act in accordance with the requirements of that Statute and the regulations promulgated thereunder and in accordance with the Village's policies on leaves granted under the Family and Medical Leave Act, and which may be amended from time to time by the Village as amendments are made to the act so as to reflect such amendments.

Section 10.4 – Medical Leave of Absence

An employee who is unable to perform the essential functions of his job or any other duties as may be assigned by the Chief due to a non-work-related injury or illness, shall be eligible for a Medical Leave of Absence. The Village shall have the right to require a medical certification as provided by the Family and Medical Leave Act. Employees shall first exhaust all vacation and sick leave before commencing the Medical Leave of Absence.

Section 10.5 – Sick Leave

The use of sick leave is intended only for legitimate reasons as outlined in this Section. If the purpose for time off fits within the permitted sick leave uses, the employee must first use available sick leave before any other leave. In accordance with provisions of the Village's Personnel Policy Manual on family and medical leave, all bargaining unit members are entitled to use sick time for the day of the childbirth and the day the newborn child is released from the hospital to the home. In extenuating circumstances bargaining unit members shall be entitled to request the use up to forty (40) hours of unused accrued sick leave for the birth and care of their newborn child.

Should a bargaining unit member need to utilize unused accrued sick leave in excess of 40 hours, the Village may require a physician's note detailing why the employee needs to remain away from work for the birth and care of their newborn child. Nothing in the Village's Personnel Manual or this collective bargaining agreement shall prevent an employee from requesting use of other accrued paid time off options for the birth and care of their newborn child.

Employees having had more than 5 incidents of sick use in any 12-month period, or using more than 24 successive hours of sick time will be required to provide medical documentation regarding the use of sick leave and ability to return to work.

Sick time can be used for medical or dental appointments that cannot be scheduled outside of regular work hours however such leave may not exceed 4 hours.

Employees will accrue 3.08 hours of sick leave during each bi-weekly pay period for a maximum of eighty (80) hours per year. Employees may accumulate unlimited sick time. Where an employee requests sick time, it shall not be offset with other time worked without the employee's approval.

Section 10.6 – Sick Leave Defined

Sick leave is defined as an absence from duty because of actual personal illness, non-compensable bodily injury or disease, exposure to contagious disease, to care for any ill or injured member of the employee's immediate family or to care for the employee's new baby or keep a doctor or dentist appointment as listed in Section 5. An employee may use personal sick leave benefits provided by the employer for absences due to an illness, injury, or medical appointment of the employee's child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for

reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury.

An employer may limit the use of personal sick leave benefits provided by the employer for absences due to an illness, injury, or medical appointment of the employee's child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent to an amount not less than the personal sick leave that would be accrued during six (6) months at the employee's then current rate of entitlement.

Section 10.7 – Retirement / Voluntary Separation Incentive

Upon retirement or voluntary separation from the Village Police Department, with at least 20 years of service, an employee will receive payment for any unused, accumulated sick leave at the rate of 3 times years of service (e.g. an employee with 20 years of service would receive payment for 60% of any unused, accumulated sick leave at the employee's current rate of pay). This incentive will be capped at a maximum of 14 weeks of pay.

In cases of death, an active employee in good standing with the department who dies shall receive payment for any unused, accumulated sick leave at the rate of 3 times years of service made payable to the employee's beneficiary, with no consideration to minimum years of service at the time of death. This incentive will be capped at a maximum of 14 weeks of pay.

ARTICLE XI

TEMPORARY DUTY ASSIGNMENTS

The Police Chief or his designee may, at his discretion, offer or assign temporary work to an employee if the employee is qualified to perform such work and if the employee is unable to perform regular responsibilities because of illness, injury or disability, provided there is a reasonable expectation the employee will be able to resume full duties and responsibilities. This Article does not obligate the Village to create new positions or duties, but only to comply with federal and state guidelines and laws.

ARTICLE XII

PHYSICAL FITNESS

Employees will not be required to participate in the Physical Fitness Program. However, all employees must continue at all times to remain fit for duty and may be required to demonstrate fitness for duty by the Fire and Police Commission.

ARTICLE XIII

DRUG AND ALCOHOL TESTING

Section 13.1 – General Policy Regarding Drugs and Alcohol

The use of illegal drugs and the abuse of alcohol by members of the Police Department present unacceptable risks to the safety and well-being of other employees and the public, invite accidents and injuries, and reduce productivity. In addition, such conduct violates the reasonable expectations of the public that the employees who

serve and protect them obey the law and be fit and free from the effects of drug and alcohol abuse.

In the interest of employing persons who are fit and capable of performing their jobs, and for the safety and well-being of employees and residents, the Village may require employees to submit to drug and/or alcohol testing and implement a general policy regarding drugs and alcohol. The use of alcohol on duty and the abuse of alcohol or the use, possession, sale or transfer of illegal drugs, cannabis or non-prescribed controlled substances by Department members is strictly prohibited on or off duty. Violation of these policies will result in disciplinary action up to and including discharge. This section shall not prohibit the employee from participating in the Village of Frankfort drug and alcohol treatment program as is available to all Village of Frankfort employees.

Section 13.2 – Prohibitions

Unit members shall be prohibited from:

1. Consuming or possessing alcohol or proscribed drugs (drugs proscribed by the Illinois Controlled Substances Act) at any time during the work day on any of the Village's premises or job sites, including all Village buildings, properties, vehicles and the employee's personal vehicle while engaged in Village business.
2. Using (any level), selling, purchasing or delivery of any proscribed drug during the work day or when off duty.
3. Being under the influence of alcohol (blood alcohol level of .02 and above) or proscribed drugs (any level) during the course of the work day.
4. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Violation of these prohibitions may result in disciplinary action, up to and including discharge.

Section 13.3 – The Administration of Tests

The Village may require an employee to submit immediately to breathalyzer, blood and/or urine tests on a random or specified situation basis, or if the Village otherwise determines there is cause for such testing.

Random testing shall be done on dates and at times and places designated by the Police Chief. A Union representative shall be advised of the date, time and place for the testing and the name(s) of the employee(s) to be tested. The Union shall have the right to have a Union representative present at the test site, provided that the Union representative is available within one (1) hour of when the Union is notified. No employee shall be subject to random testing more than once in a twelve-month period, and no employee shall be required to take a random test a second (or third) time during this contract term until all other employees in the bargaining unit have been tested once (or twice, as the case may be).

Specified situation testing may occur in the following circumstances:

- a. Upon assignment of a bargaining unit member to a special duty assignment, and upon his/her return to duty with the Department; or
- b. If a bargaining unit member is involved in a motor vehicle or other accident while in the performance of his/her duty; or
- c. After a bargaining unit member is involved in any accident or injury while in the performance of his/her duty resulting in injury to himself/herself or another; or
- d. Upon promotion to a higher rank; or
- e. If the bargaining unit member has experienced excessive absenteeism or tardiness under circumstances giving rise to a suspicion of off-duty drug or alcohol abuse.

The Village shall use only licensed clinical laboratories for the purpose of blood or urine testing, and shall be responsible for maintaining the proper chain of custody.

The Village shall maintain a list of approved licensed clinical laboratories. A portion of the tested sample shall be retained by the laboratory so that the Employee may arrange for another confirmatory test to be conducted by a SAMSHA (Substance Abuse and Medical Services Administration of the Department of Health & Human Services, NIDA (National Institute of Drug Association), or equivalent licensed clinical laboratory at the Employee's expense. The Village shall offer the Employee a choice of one of at least two (2) such laboratories for the conduct of the confirmatory test. As necessary the lab shall provide a MRO (Medical Review Officer) to review the test results. The Employee shall not have access to the sample. Upon request, the Village shall provide an Employee with a copy of any test results which the Village receives with respect to such Employee.

Conduct prohibited by this Article shall be cause for discipline including termination, subject to confirmation by the Board of Fire and Police Commissioners. Such disciplinary issues shall be subject to the exclusive jurisdiction of the Board of Fire and Police Commissioners.

ARTICLE XIV

UNION SECURITY

Section 14.1 – Dues Checkoff

With respect to any unit member from whom the Village receives individual written authorization, signed by the sergeant, in a form provided by the Union, the Village shall deduct from the wages of the sergeant the dues and initiation fee required as a condition of membership in the Union, and shall forward such amount to the Union

within thirty (30) calendar days after close of the pay period for which the deductions are made. The amounts deducted shall be set by the Union.

The Union agrees to give the Village at least thirty (30) days' notice in writing of any change in the amount of the regular dues to be deducted. The Union further agrees that it will not submit written notification of a change in the amount of the regular dues to be deducted more than once within any twelve (12) month period of time.

Section 14.2 – Indemnification

The Union shall indemnify and hold the Village harmless against any and all claims, demands, attorneys' fees, suits or other forms of liability that may arise out of or occur by reason of any action taken by the Village for the purpose of complying with any provisions of the Articles on Dues Checkoff. It is agreed that the Village shall have the right to defend itself through counsel of its own choosing at the Union's expense. If an incorrect deduction is made, the Union shall refund any such amount directly to the unit member.

ARTICLE XV

NOTIFICATION OF ADDRESS CHANGE

Each Employee shall notify the Chief of Police in writing of his address and telephone number within three (3) days of any change therein.

ARTICLE XVI

PRINTING AND DISTRIBUTION OF AGREEMENT

The Village and the Union shall split the cost of printing and distributing the Agreement.

ARTICLE XVII

HOURLY WAGES

Step	5/1/18 - 4/30/19	5/1/19 - 4/30/20	5/1/20 - 4/30/21	5/1/21 - 4/30/22	5/1/22 - 4/30/23
Start	\$46.04	\$47.20	\$48.38	\$49.75	\$51.17
1	\$47.01	\$48.18	\$49.39	\$50.80	\$52.24
2	\$48.05	\$49.26	\$50.49	\$51.93	\$53.41
3	\$49.11	\$50.34	\$51.60	\$53.07	\$54.58
4	\$50.41	\$51.67	\$52.96	\$54.47	\$56.02
5	\$51.69	\$52.98	\$54.31	\$55.86	\$57.45

ARTICLE XVIII

CALL-IN/CALL BACK

A call-in or call-back is defined as an official assignment of work which does not continuously precede or follow a sergeant's regularly scheduled working hours. A minimum of three (3) hours pay at time and one half (1 ½) will be guaranteed for all call-ins or call-backs, unless the sergeant is called back to fix his/her own mistake(s).

ARTICLE XIX

HOLIDAYS

Authorized holidays are as follows:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Personal Days (2)
Labor Day	

It is acknowledged that the nature of police work necessarily requires many employees to work on holidays. Therefore, in lieu of receiving the holidays off, employees who do not receive the day off because it is a holiday, shall receive annual holiday compensation equal to eight hours straight time pay for each of the recognized holidays (not Personal Days).

Beginning in January 2020, employees shall receive a lump sum for all holiday payment in January of each year for the prior year's holidays (not Personal Days). This lump sum payment shall be considered part of the employee's base pay. If an employee is regularly scheduled and works on the holiday he will receive one and one half (1 1/2) his hourly rate for each hour worked for the holiday in lieu of day off. If an employee has an unscheduled absence on a holiday, the employee will be charged 8 hours of sick time for the missed holiday in addition to the appropriate benefit time for the hours of work missed.

ARTICLE XX

TUITION REIMBURSEMENT

The Chief shall make arrangements for tuition reimbursement with individual employees. Tuition reimbursement requires pre-notification, a passing grade of B or better in each such class taken, and shall be limited to course work related to a law enforcement degree at a Regionally Accredited School. Other courses in administration as determined by the Chief may also be approved. The maximum amount per credit hour that may be reimbursed is the tuition charged at Governor's State University or a maximum of \$200 per credit hour. Employees will be reimbursed at the following rates: 100% for a grade of A or better, and 80% for a grade of B or better. No more than four (4) police department employees with a maximum of three (3) courses each may qualify for tuition reimbursement during any semester, and is contingent on the budgetary constraints of the department and the Village. The maximum annual tuition reimbursement for any employee is \$5,250. Preference for tuition reimbursement will be determined by agreement of the parties. Employees receiving tuition reimbursement agree to continue employment with the Village for 24 months. Failure to remain employed with the Village for the 24 month period due to voluntary or involuntary separation shall result in the employee returning the amount received to the Village at the time of separation on a prorated basis

ARTICLE XXI

COURT TIME

Sergeants who are required as part of their official duties to attend court at a time when they would otherwise be off duty, which does not continuously precede or follow the sergeant's regularly scheduled working hours, will receive a minimum of two (2)

hours pay at time and one half (1 ½). Such hours will be considered hours of work for overtime purposes.

Bargaining unit members will be given 24 hours notice of court cancellations, and will not be paid if court is cancelled with at least 24 hours notice. If a bargaining unit member is given less than 24 hours notice, that employee shall have the option of accepting the cancellation without pay or reporting to the station to perform assigned duties for two (2) hours.

ARTICLE XXII

INSURANCE

The Village will provide medical, life and disability insurance benefits to employees and their eligible dependents on the same basis as is provided to other non-bargaining unit Village employees. The Village reserves the right to change any and all terms of such benefits including but not limited to: insurance carriers, self-insurance or risk pools, medical providers, covered benefits, maximum limits, employee contributions, deductibles and co-payments, so long as such changes apply equally to other non-bargaining unit employees of the Village.

Notwithstanding the above paragraph, for those employees who wish to participate in the Village's health insurance plans, the premium share is 85/15, with the Village share at 85% and the Employee share at 15%.

ARTICLE XXIII

VACATION

Employees are to be granted annual vacation leave according to the following sections.

Section 23.1 – Accrual

1 to 5 years of service	80 hours
6 to 10 years	120 hours
11 to 20 years of service	160 hours
Over 20 years of service	200 hours

Employees shall accrue paid vacation credits on a bi-weekly basis according to the following scale:

80 hours annual leave at a rate of 3.08 hours/pay period
120 hours annual leave at a rate of 4.62 hours/pay period
160 hours annual leave at a rate of 6.15 hours/pay period
200 hours annual leave at a rate of 7.69 hours/pay period

Section 23.2 – Vacation Requests

Vacation requests shall be submitted December 1-December 31. These requests shall be assigned by Seniority subject to scheduling and manning requirements. All other vacation requests shall be approved at the discretion of the Chief who shall consider, among other things, the needs of the Department, the Employee's Seniority Employee preference, and Length of Vacation Request. Vacation leave normally must be taken in weekly segments, but at the discretion of the Chief or his designee may be taken in increments of 1 day or more. However, vacation requests of five (5) consecutive days or more, including regular days off (RDO), will be given

preference over single day requests. Such vacation requests shall not unreasonably be withheld and cannot be cancelled unless agreed upon by the Chief or his designee. Only one employee per shift shall be granted time off unless if the Chief (or his designee) in his discretion allows another employee on the same shift to be off. A maximum of three times (3x) the annual vacation accrual may be carried over from one calendar year to the following calendar year.

Section 23.3 – Vacation Buyback

Sergeants may elect to redeem to the Village up to one (1) full week of unused vacation time by filing a written request with the Chief of Police or his designee during the month of December of each year, to be paid to the employee at their then regular straight time hourly rate of pay.

ARTICLE XXIV

TRAVEL AND MEAL EXPENSES

Employees who are required to use their personal vehicle on Village business shall be reimbursed at the IRS mileage rate upon submission of appropriate documentation.

Employees who are required to travel outside of the Village (except for court and other such regular assignments that take them out of the Village) will be provided meal expense reimbursement as follows:

\$5.00 breakfast

\$7.50 lunch

\$15.00 dinner

Meal expenses shall be paid in advance, provided the employee gives the employer 30 days advance notice. All employees are required to complete "Travel Expense Report Estimate" prior to requesting reimbursement. Failure to do so may result in not receiving reimbursement.

ARTICLE XXV

TRAINING

Employees required to attend training outside of the Village of Frankfort (except bordering villages) shall be compensated on a day for day basis for single eight (8) hour, full-day, classes. (e.g. An employee scheduled to work a twelve (12) hour day shall be considered compensated for (12) hours of pay and mileage, whether the training lasts twelve (12) hours or less). For multi-day classes, work hours will be arranged to allow maximum usage of any scheduled work hours prior to incurring overtime. (e.g. An employee is scheduled to work two (2) shifts during a scheduled three eight (8) hour per day training seminar. No overtime would be incurred as both the scheduled shifts and the training times would equal twenty-four (24) hours).

Employees required to attend training inside the Village of Frankfort (or bordering village), shall be required to account for the twelve (12) hours duty time. Should any inside training class end early, the employee(s) shall report to the on-duty watch commander and be assigned work as necessary to offset for the total shortfall. Work may consist of further training opportunities within the Village or other work as needed within their job assignment. Employees may use earned time off to make up any shortfall with the pre-approval of their supervisor or the approval of the on-duty watch

commander. Trainings lasting less than eight (8) hours will be compensated at the employees per hour rate.

Training within the 35 mile residency limit is considered normal commute and no compensation is given for the commute.

ARTICLE XXVI

UNIFORMS

The Village will provide new sergeants with customary uniform items. Upon conveyance of "old" uniform items, based on the sole discretion of the Chief of Police, additional items may be distributed. An Employee who requires a uniform article to be replaced must present the article to the Chief or his designee prior to the issuance of a purchase order.

ARTICLE XXVII

NO PYRAMIDING

There shall be no pyramiding of premium pay under any provision of this Agreement.

ARTICLE XXVIII

DISCIPLINE AND DISCHARGE

Section 28.1 – Board of Fire and Police Commissioners

The parties recognize that the Board of Fire and Police Commissioners of the Village of Frankfort has statutory authority over the employees covered by this

Agreement and expressly agree that any and all matters within the jurisdiction and purview of the Board of Fire and Police Commissioners shall be determined by the Board in accordance with the rules and procedures applicable thereto and that such rules and procedures shall be the sole and exclusive remedy for all matters within the jurisdiction or purview of the Board. Such matters are expressly excluded from the grievance procedure.

Section 28.2 – Discipline and Discharge

The parties recognize the principles of progressive and corrective discipline and said discipline should occur in a timely fashion. Disciplinary action or measures may include the following:

- Oral Reprimand
- Written Reprimand
- Suspension (Notice to be given in writing)
- Discharge

Disciplinary action may be imposed upon an employee only for just cause. Disciplinary action or measure imposed upon an employee may be processed as a grievance only as set forth in the Section 4 on Disciplinary Grievances.

If the Village has reason to reprimand an employee, it shall be done in a manner that should not embarrass the employee before other employees or the public.

Section 28.3 – Limitation

The Village's agreement to use progressive and corrective disciplinary action does not prohibit the Village in any case from imposing discipline which is more or less severe than set forth above.

Section 28.4 – Disciplinary Grievances

Disciplinary matters not within the purview or jurisdiction of the Board of Fire and Police Commissioners shall be subject to the Grievance Procedure up to and including arbitration. Disciplinary matters within the purview or jurisdiction of the Board of Fire and Police Commissioners are not subject to arbitration, the right to arbitration of such matters is waived herein.

ARTICLE XXIX

457 RETIREMENT PLAN

Employees shall be allowed to participate in the Village's 457 Retirement Plan including the matching contribution.

ARTICLE XXX

GENERAL ORDERS

Notwithstanding any other provisions of this Agreement, where the Village or Department has decided to make substantive changes, additions or deletions in the Village's or Department's Policies, General Orders, Administrative Notices, and/or Rules and Regulations which involve terms and conditions of employment directly affecting employees covered by this Agreement, the Union Steward shall be notified five (5) working days in advance of the effective date of any such substantive changes. This notification requirement shall be deemed satisfied by delivering the notice in writing to the Union Steward's or the Steward's designee's mailbox. The foregoing notification

provision shall not be applicable in emergency circumstances where the required advance notification cannot be reasonably provided.

ARTICLE XXXI

GENDER

The masculine form used herein shall be deemed to include the female gender so that all references shall be neuter.

ARTICLE XXXII

RESIDENCY

All Employees shall reside within 35 miles of the intersection of Route 45 and Route 30.

ARTICLE XXXIII

TERM OF AGREEMENT

This Agreement shall be effective on the date of the last of the following to occur: ratification, adoption by the Village Board and execution by the parties. It shall remain in full force and effect until April 30, 2023. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred twenty (120) 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 seventy-five (75) days prior to the anniversary date unless the parties mutually agree otherwise.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least five (5) days written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

Ratified on 1/9/19

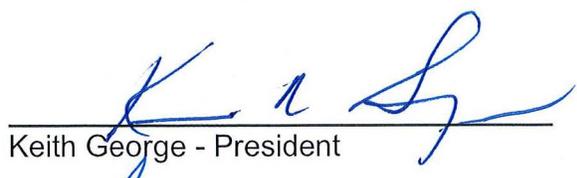
Adopted by the Village Board on 1-22-19

Executed this 22nd day of January, 2019

FOR THE VILLAGE

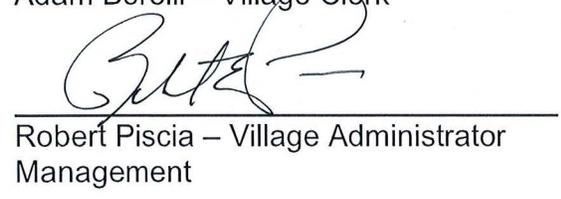
**METROPOLITAN ALLIANCE OF
POLICE, FRANKFORT POLICE
SERGEANTS, LOCAL 768**

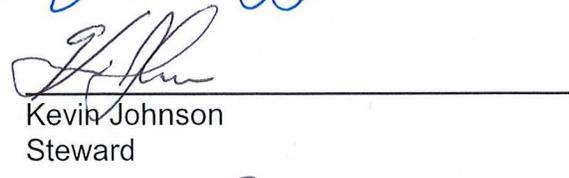

Jim Holland – Village President

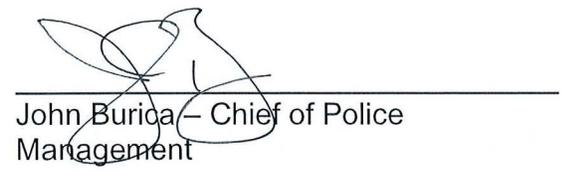

Keith George - President

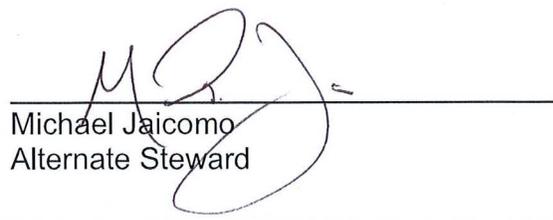

Adam Borelli – Village Clerk


Joseph Mazzone - Attorney


Robert Piscia – Village Administrator
Management


Kevin Johnson
Steward


John Burica – Chief of Police
Management


Michael Jaicomo
Alternate Steward

Res 19-01



Illinois Labor Relations Board

Jodi Marr
(217) 785-4141
Jodi.Marr@illinois.gov

May 14, 2019

Jim Holland
Village President
432 W. Nebraska St.
Frankfort, IL 60423-1424

Via e-mail: maplaw@comcast.net
Joseph R. Mazzone
Attorney at Law
3033 W. Jefferson Street, Ste. 208
Joliet, IL 60435

Re: Assigned Contract Number

Dear Mr. Holland and Mr. Mazzone:

Please be advised that the information provided below is the contract number that should be referenced when submitting any correspondence to this office.

<u>Contract No.</u>	<u>Parties</u>	<u>Expires</u>
2023-04-010	Village of Frankfort & Metropolitan Alliance of Police Chapter #768 (S-RC-18-034 All full-time sergeants)	4/30/2023

We trust this information will be of assistance to you.

Sincerely,

Jodi M. Marr
Mediation/Arbitration Coordinator

