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**THE VILLAGE OF SHERMAN**

**SANGAMON COUNTY, ILLINOIS**

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**ORDINANCE NUMBER 2017-15**

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**AN ORDINANCE APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE  
ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL**

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**TREVOR J. CLATFELTER, Village President**

**MICHAEL MOOS, Village Clerk**

**PAM GRAY**

**BRET HAHN**

**BRIAN LONG**

**KIM ROCKFORD**

**KEVIN SCHULTZ**

**JAY TIMM**

**Village Trustees**

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Published in pamphlet form by authority of the President and Board of Trustees  
of the Village of Sherman on November 7, 2017.

**Ordinance No. 2017-15**

**AN ORDINANCE APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL**

**BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF SHERMAN, SANGAMON COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1:** The attached Collective Bargaining Agreement between the Village of Sherman and the Illinois Fraternal Order of Police Labor Council, is hereby approved.

**SECTION 2:** The Village President is authorized and directed to execute the agreement on behalf of the Village, and the proper officers of the Village are authorized and directed to carry out the agreement according to its terms.

**SECTION 3:** This Ordinance is effective immediately.

SO ORDAINED this 7th day of November, 2017.

	YES	NO	ABSENT	PRESENT
GRAY	✓			
HAHN	✓			
LONG	✓			
ROCKFORD	✓			
SCHULTZ	✓			
TIMM	✓			
CLATFELTER				✓
TOTALS:	6	0	0	1

**VILLAGE OF SHERMAN**

  
Trevor J. Clatfelter, President

Attest:  
  
Michael P. Moos, Village Clerk

**ORDINANCE CERTIFICATE**

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF SANGAMON        )

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Sherman, Sangamon County, Illinois.

I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 2017-15, adopted by the President and Board of Trustees of said Village on the 7th day of November 2017, said Ordinance being entitled:

**AN ORDINANCE APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL**

I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Village, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Village this 7th day of November 2017.

  
\_\_\_\_\_  
Michael P. Moos, Village Clerk



# **ILLINOIS FOP LABOR COUNCIL**

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and

## **VILLAGE OF SHERMAN**

**Full Time Police Officers & Sergeants**

**May 1, 2016 – April 30, 2019**

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

**Web Address: [www.fop.org](http://www.fop.org)**

**24-hour Critical Incident Hot Line: 877-IFOP911**



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## **ARTICLE 1 - PREAMBLE**

This Agreement is entered into by and between the Village of Sherman, Illinois (herein referred to as "Employer" or "Village"), and the Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the "Council" or "Union").

It is the purpose of this Agreement and it is the intent of the parties hereto to establish and promote mutual harmonious understanding and relationships between the Employer and the Union, to promote departmental efficiency and effectiveness, to establish wages, hours, standards, and other terms and conditions of employment of Officers covered by this Agreement, and to provide for the equitable and peaceful adjustment and resolution of differences which may arise from time to time over negotiations, interpretation, and application of this Agreement.

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

## **ARTICLE 2 - RECOGNITION**

The Employer recognizes the Council as the sole and exclusive collective bargaining representative for all full-time sworn Officers of the Village of Sherman in the rank of Sergeant and below; excluding all part-time Police Officers and all other employees of the Village of Sherman including professional, confidential employees, managerial and supervisory employees within the meaning of the Illinois Public Labor Relations Act.

## **ARTICLE 3 - NON-DISCRIMINATION**

### **Section 3.1 Equal Employment Opportunity**

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

### **Section 3.2 Non-Discrimination**

There shall be no discrimination against any Officer regarding terms or conditions of employment because of race, color, religion, national origin, ancestry, age, sex, marital status, handicap or disability, unfavorable discharge from military service, union membership, or citizenship in accordance with applicable law.

### **Section 3.3 Dispute Resolution**

This Agreement's Article 11 Grievance Procedure shall not apply to claims of employment discrimination. Remedies for claims of this nature are subject to applicable local, state and federal law. Employees furthermore are encouraged to comply with the Village's policies pertaining to harassment and discrimination.

**Section 3.4 Use of Masculine Pronoun**

The use of the masculine pronoun in this 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 4 - COUNCIL DUES AND FAIR SHARE AGREEMENT**

**Section 4.1 Dues Deduction**

Upon receipt of a written and signed authorization form from an Employee (see Appendix A attached hereto); the Employer shall deduct or have deductions made in the uniform amount of Labor Council dues and initiation fees as notified by the Labor Council, and any authorization increase therein, and shall remit such deduction along with a list of the names and the amounts from whom deductions have been made each pay period to the Illinois Fraternal Order of Police Labor Council at the address designated by the Labor Council in accordance with the laws of the State of Illinois. The Labor Council shall advise the Employer of any increase in dues, at least thirty (30) days prior to its effective date on an annual basis.

**Section 4.2 Bargaining Unit List**

The Union may request, and the Employer shall provide the Council with a complete list of the names and addresses of bargaining unit Employees, provided that the Village shall not be required to furnish such a list more than once per payroll period.

**Section 4.3 Fair Share**

(a) Pursuant to Section 315/6 of the Illinois Public Labor Relations Act, the parties agree that as of the date of the signing hereof if a majority of the members of the bargaining unit recognized hereby have voluntarily authorized a dues deduction under Section 4.1 of this Article, or if the Labor Council otherwise demonstrates and verifies to the Employer that such majority of the members of said unit are dues paying members of the Labor Council at the time, non-Labor Council members employed in positions in the bargaining unit, who choose not to become members within thirty (30) days after the signing of this Agreement or thirty (30) days after their date of hire, whichever is later, shall be required to pay a Fair Share Fee not to exceed the amount of dues uniformly required of members. Such Fair Share Fee shall be deducted from the Employee's paycheck. Such involuntary deduction shall remain in effect for the duration of this Labor Agreement.

(b) The Employer shall take such steps as may be required to accomplish any wage withholding authorized or required by Sections 4.1 and 4.3 hereof and shall do such things as are necessary to cause said withholding to be remitted to the collective bargaining agent within ten (10) calendar days after the date of withholding.

(c) Said Fair Share payment shall not exceed the dues paid voluntarily to the Labor Council by Employees covered hereby.

(d) Fair Share payments shall be used only for purposes permitted by law.

(e) The Labor Council shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit, cost, expense, or any other form of liability, including fees for attorneys hired by the Labor Council, and costs arising from or incurred as a result of any act taken or not taken by the Employer in complying with or properly carrying out the provisions for this Article.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

### **Section 5.1**

The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects, in accordance with existing and future State and Federal Laws and Regulations. The prerogatives of authority which the Employer has not officially abridged, delegated, or modified by this Agreement are retained by the Employer. Among the rights retained is the Village's right to determine its mission and set standards of service offered to the public; to direct the working forces; to enter into and take advantage of mutual aid and other agreements with other units of government, and where appropriate, for Employees to respond to calls from other units of governments and for Police Officers of such other units of government to perform bargaining unit work.

The Union recognizes that the Employer's rights, powers, and authority include, and are not limited to the following: determination of standards of disciplinary action for just cause; relieving its Employees from duty because of lack of work, shortage of budgeted funds or for other legitimate reasons; issuance of rules and regulations; establishment of standards of conduct to maintain the reputation and public perceptions of Employer; establishment of budgets; maintenance of the efficiency of governmental operations; determinations of methods, means and personnel by which the employer's operations are to be conducted; establishment and revision, or discontinuance of policies, programs, and procedures to meet changing conditions, to better serve the needs of the public; determination of the content of job classification; exercise of complete control and discretion over its organization, and the technology of performing its work; and to fulfill all of its legal responsibilities.

The Employer's rights are inherent by virtue of law, and where such rights may not be inherent but are nevertheless set forth above, the parties intend that such rights are retained by the Employer unless specifically and directly superseded by the terms of this Agreement. Further, except with respect to a mandatory subject of bargaining, the parties agree that during the term of this Agreement, the Employer can exercise these rights unilaterally without giving notice and an opportunity to bargain over these subjects or the effects of these subjects.

### **Section 5.2**

Nothing contained in this Article shall diminish in any fashion the rights of either party as provided in the Illinois Public Labor Relations Act.

## **ARTICLE 6 - COLLECTIVE BARGAINING**

The Employer or its designated representative agrees to meet with and negotiate with a committee representing the Council for the purpose of agreeing upon, executing, and administering an Agreement covering wages, rates of pay, and other terms and conditions of employment that are by law allowed. Such negotiations shall be participated in by the parties to the end that a full Agreement is adopted and effectuated within a reasonable period of time.

## **ARTICLE 7 - NO STRIKE**

### **Section 7.1 No Strike Commitment**

Neither the Council nor any Officer will call, institute, authorize, participate in, sanction, encourage, or ratify any strike or work stoppage, or other concerted refusal to perform duties by any Officer or Officer group, or the concerted interference with, in whole or in part, the full, faithful, and proper performance of the duties of employment with the Employer.

### **Section 7.2 Resumption of Operations**

In the event of action prohibited by Section 7.1 above, the Council immediately shall disavow such action and request the Officer to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Council, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

### **Section 7.3 Council Liability**

Upon the failure of the Council to comply with the provisions of Section 7.2 above, any agent or official of the Council who is an Officer covered by the terms of this Agreement may be subject to the provisions of Section 7.4 below.

### **Section 7.4 Discipline of Strikers**

Any Officer who violates the provisions of Section 7.1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any Officer who participates in action prohibited by Section 7.1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether an Officer in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

## **ARTICLE 8 - RESOLUTION OF IMPASSE**

All impasses arising under the terms of this Agreement shall be resolved according to the provisions of 5 ILCS 315/14 of the Illinois Public Labor Relations Act, except that all arbitration hearings shall be conducted in the Village of Sherman, Illinois.

## **ARTICLE 9 - BILL OF RIGHTS**

### **Section 9.1 Bill of Rights and Union Representation**

The Employer shall comply with the Uniform Peace Officers' Disciplinary Act, 50 ILCS 725/1 et seq., as amended. Nothing herein shall limit an Officer's rights to union representation under the Illinois Public Labor Relations Act.

### **Section 9.2 No Retaliation**

No Officer shall be discharged, disciplined, demoted, denied promotion or seniority, transferred, reassigned or otherwise discriminated against in regard to his or her employment, or be threatened with any such treatment as retaliation of or by reason of his or her exercise of the rights granted by this Article.

### **Section 9.3 Disclosure of Information**

No Officer shall be required or requested to disclose any item of his property, income, assets, source of income (except from secondary employment), debts, or personal or domestic expenditures unless such information is necessary in an investigation and there exists a conflict of interest with respect to the performance of his official duties, or unless such disclosure is required by law.

### **Section 9.4 Investigation of Complaints**

Complaints against Officers shall be investigated by the Chief of Police or Deputy Chief of Police. No non-sworn persons, other than legal counsel for the Employer, shall be permitted to review or otherwise investigate complaints unless so ordered by a court of competent jurisdiction or required as part of the processing of a grievance hereunder. However, the Mayor and members of the Village Board shall have the right to review the findings of an investigation but shall not be allowed take possession of such investigatory documents and reports. Nor may members of the Village Board other than the Mayor make copies of any investigatory document or report. No Officer shall be required by the Village to appear or testify before any civilian or non-departmental administrative body with respect to a complaint.

Nothing in this Section 9.4 shall limit any person's rights to obtain documents pursuant to the Illinois Freedom of Information Act.

### **Section 9.5 Form of Complaints**

Copies of all complaints received or made against an Officer shall be provided in writing within three (3) business days of receipt or issuance. All complaints shall be accompanied by a sworn affidavit consistent with Illinois law.

### **Section 9.6 Progressive and Corrective Discipline**

No Officer shall be disciplined except in accordance with Article 12. Disputes regarding just cause shall be resolved in the grievance and arbitration procedure of this Agreement.

## **ARTICLE 10 - MAINTENANCE OF PAST PRACTICES**

All past practices which concern wages, hours and other conditions of employment, which are currently in effect, but which are not specifically addressed in this Agreement, shall continue and remain in effect for the term of this Agreement.

## **ARTICLE 11 - GRIEVANCE PROCEDURE**

### **Section 11.1 Introduction**

It is the intent of the parties to this Agreement to use their individual and collective best efforts to promote and encourage the informal and prompt adjustment of any grievance which may arise between the Council or any member covered under this Agreement and the Village. In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve the dispute shall be made between the Employee and the Deputy Chief. The Deputy Chief will notify the Employee of the decision within three (3) business days following the day the complaint was made. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the Officer shall first complete his assigned work task, and complain later, unless the Officer reasonably believes that the assignment endangers his safety. Any time period provided for under the steps in the grievance procedure may be mutually extended or contracted, and is exclusive of holidays. In the event the Deputy Chief is on vacation or is otherwise unavailable, the Deputy Chief's decision may be deferred until he is available, or by agreement of the parties, this step can be handled by the Chief.

### **Section 11.2 Definitions**

A "grievance" is a dispute concerning the meaning, interpretation or application of this Agreement. A grievance may be filed by an individual Employee, a group of Employees or the Labor Council.

For the purposes of this Article, the term "business day" shall mean Monday through Friday, exclusive of holidays.

### **Section 11.3 Grievance Processing**

A grievance filed against the Village shall be processed in the following manner:

**Step 1:** Any Officer who has a grievance shall submit the grievance in writing to the Chief, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than ten (10) business days from the date of the occurrence of the matter giving rise to the grievance or within ten (10) business days after the Officer, through the use of reasonable diligence could have obtained knowledge of the occurrence of the event giving rise to the grievance. The Chief shall render a written response to the grievance within ten (10) business days after the grievance is presented.

**Step 2:** If the grievance is not settled at Step 1 and the Officer, or the Union if a Union grievance, wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Mayor within ten (10) business days after receipt of the Chief's answer in Step 1, or within ten (10) business days of the time when such answer would have been due. For purposes of advancement under this Step, the grievance shall be served on the Mayor or Village Clerk's office. The Mayor or his designee shall investigate the grievance and, in the course of such investigation shall offer to discuss the grievance within ten (10) business days with the grievant and a Labor Council representative, if one is requested by the Officer, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Mayor or his designee shall provide a written answer to the grievant or to the Union if a Union grievance, within ten (10) business days following their meeting or within ten (10) business days of receipt if no meeting is to be held.

**Section 11.4 Grievance Arbitration**

If the grievance is not settled in Step 2, the Union may refer the grievance to arbitration.

- (a) During the ten (10) business days following the Labor Council's referral to arbitration, the parties may attempt to agree upon an arbitrator. In the event the parties are unable to agree upon the arbitrator within said ten (10) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Each party retains the right to reject one (1) panel in its entirety and request that a new panel be submitted. The parties shall alternately strike names from the panel of arbitrators. Determination as to which party strikes the first name from the panel shall be made by coin toss. 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 Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel.
- (d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, or any agreed extension thereof.
- (e) More than one grievance may be submitted to the same arbitrator if both parties agree.
- (f) The fees and expenses of the arbitrator and the cost of a written transcript for the arbitrator, if requested, 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 the costs of its own copy of the transcript.

(g) The arbitrator's decision shall be subject to review pursuant to applicable provisions of the Illinois Public Labor Relations Act and Uniform Arbitration Act.

**Section 11.5 Authority of the Arbitrator**

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

**Section 11.6 Time to Process**

The grievant and one Union representative, or a Union representative if a Union grievance, shall be given paid time off to participate in grievance meetings with the Employer's representatives and the arbitrator.

**ARTICLE 12 - DISCIPLINE AND DISCHARGE**

**Section 12.1 Progressive Discipline**

The parties agree with the tenets of corrective and progressive discipline. Disciplinary action shall include only the following:

Coaching and counseling	Authority for this measure is vested in the Chief and Deputy Chief. The Chief or Deputy Chief shall document the reason for coaching and counseling, and the date of the coaching and counseling, and the document will be placed in Employee's personnel file.
Written reprimand	Authority for this measure is vested in the Chief. The written reprimand and documentation for the reason for the reprimand shall be placed in the Employee's personnel file.
Suspension	Authority for this measure is vested in the Mayor after consultation with the Chief and an opportunity for the Officer and representatives of the Council to meet with the Mayor and state any defense. The reasons for the suspension shall be placed in the Employee's personnel file. Suspensions are without pay and are limited to 30 days. If the Union grieves the suspension, the suspension shall be postponed until disposition of the grievance unless the need for the Officer to be separated immediately from his duties are immediately apparent, and in such event, if the suspension is reversed through the grievance process, the Officer may be entitled to an award of back pay.
Discharge	Authority for this measure is vested in the Mayor after consultation with the Chief and an opportunity for the Officer and representatives of the Council to meet with the Mayor and state any defense. The reasons for the discharge shall be placed in the Employee's personnel file. If the Union grieves the discharge, the discharge shall nevertheless take effect



	immediately, subject to potential restoration and back pay in the event the discharge is reversed through the grievance process.
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The principle of corrective and progressive discipline action does not prohibit Employer from using a severe measure, including discharge, when the offense indicates that a substantial shortcoming or action of an Employee rendered the continuation of employment of the Officer in some way detrimental to the Employer.

**Section 12.2 Just Cause For Discipline**

Discipline shall be imposed only for just cause, and as soon as practicable after Employer learns of the occurrence giving rise to the need for disciplinary action and has had a reasonable opportunity to investigate the facts.

As used in this Agreement, "just cause" means some substantial shortcoming which is in some way detrimental to the discipline and efficiency of the service. Just cause for termination means some substantial shortcoming which is in some way detrimental to the discipline and efficiency of the service and something in which the law and the sound public opinion recognize as a good cause for discharge.

The following are illustrative of just causes for disciplinary action. This list is not intended to cover every possible type of misconduct and does not preclude the recommendation of disciplinary action for violation of other rules, standards, ethics and specific action or inaction that is detrimental to efficient department service.

- (a.) Violation of federal, state, local or administrative laws, rules or regulations.
- (b.) Exceeding lawful Peace Officer powers by unreasonable, unlawful or excessive conduct.
- (c.) Unauthorized or unlawful fighting, threatening or attempting to inflict unlawful bodily harm on another.
- (d.) Discourteous, disrespectful or discriminatory treatment of any member of the public or any member of Employer, including but not limited to sexual harassment or discrimination based on race, color, creed, religion, national origin, sexual preference, or disability.
- (e.) Unprofessional conduct, whether on- or off-duty, that adversely affects the member's relationship with Employer.
- (f.) Use or misuse of social media in a way that brings discredit or disrepute upon Employer.

- (g.) Unauthorized possession of, loss of, or damage to department property or the property of others, or endangering it through carelessness or maliciousness.
- (h.) Attempted or actual theft of Employer's property; misappropriation or misuse of public funds, property, personnel or the services or property of others; unauthorized removal or possession of Employer's property or the property of another person.
- (i.) Failure to disclose or misrepresenting material facts, or making any false or misleading statement on any application, examination form, or other official document, report or form, or during the course of any work-related investigation.
- (j.) The falsification of any work-related records, making misleading entries or statements with the intent to deceive, or the willful and unauthorized removal, alteration, destruction and/or mutilation of any Employer record or other public record, book, paper or document.
- (k.) Failure to participate in, or giving false or misleading statements, or misrepresenting or omitting material information to a supervisor or other person in a position of authority, in connection with any investigation or in the reporting of any Employer-related business.
- (l.) Being untruthful or knowingly making false, misleading or malicious statements that are reasonably calculated to harm the reputation, authority or official standing of this Employer or the Police Department.
- (m.) Use or attempted use of the Employee's official position for personal gain, including solicitation or acceptance of any gratuity, gifts, presents, rewards or other thing of value in return for the performance of official duties or as a condition for not performing those duties.
- (n.) Violations of provisions of Article 27 of this Agreement relating to drug and alcohol abuse and testing.
- (o.) Incompetence or inefficiency in the performance of assigned duties, or inattention to duties.
- (p.) Insubordination by disobedience to any lawful order or disrespect to a superior Officer.
- (q.) Excessive absenteeism or tardiness, including leaving work early and overstaying meal and break periods.
- (r.) Illegal or abusive use of sick leave or other leave.

## **ARTICLE 13 – LAYOFF**

Prior to lay-off of any permanent Officers, all probationary, temporary, or part-time Officers functioning within the Police Department as Officers shall be laid off or terminated as the case may be.

In the event of a lay-off of bargaining unit Employees, the Employer agrees not to hire non-bargaining unit Employees to perform those duties that formerly were performed by a bargaining unit Employee except for temporary periods not to exceed thirty (30) days in the event of a recall.

In the event of lay-off, sworn personnel will be laid off in the reverse order of their seniority and if rehired, in order of seniority.

## **ARTICLE 14 - EMPLOYEE SECURITY**

### **Section 14.1 Personnel Files**

The Officers' personnel files, disciplinary history and records of disciplinary action shall be available for inspection by the Officer, or authorized Union representative who has written authorization from the Employee, during business hours and upon reasonable notification of such request.

### **Section 14.2 Rights to Copies and Rebuttals**

An Officer shall be entitled to a copy of any material contained in said files.

### **Section 14.3 Union Negotiating Team**

Bargaining unit members designated as being on the Union negotiating team who are scheduled to work on a day on which negotiations will occur, shall for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay, with the permission of the Chief of Police; such permission shall not be unreasonably denied. Said Officer(s) shall be subject to immediate recall to duty. If a designated team member is on regular day-off status on the day of negotiations, he will not be compensated for attending the session.

### **Section 14.4 Grievance Processing**

Subject to the scheduling requirements of the Police Department, reasonable time while on duty shall be granted to designated Council representatives (a maximum of 2 representatives) for the purpose of aiding, assisting, or otherwise representing Officers in the handling and processing of grievances, and shall be without loss of pay.

### **Section 14.5 Union/Labor Council Representatives**

Authorized representatives of the Labor Council shall be permitted, with reasonable notice, to visit the Police Department during working hours to talk with Officers and/or employer representatives concerning matters covered by this Agreement. Such visits shall not disrupt or interfere with the duties and responsibilities of the Officers.

**Section 14.6 Appointment, Probation and Retention**

All new Officers and those hired after loss of seniority shall be considered probationary Employees until they complete one calendar year of service. Time absent from duty or not served for any reason shall not apply toward satisfaction of probationary period requirement except for holidays, personal days, vacation, or paid sick leave. Probationary Employees shall be entitled to all rights, privileges and benefits provided in the Collective Bargaining Agreement, except that during an Employee's probationary period, said Employee may be suspended, laid off or terminated without just cause at the sole discretion of the Employer. Upon successful completion of said probationary period, an Officer shall acquire seniority retroactive to the last date of hire with the Employer in a position covered by this Collective Bargaining Agreement. Notwithstanding the foregoing, the parties may, by mutual agreement extend the probationary period on a case-by-case basis, and the Chief may in his discretion shorten the probationary period in the case of a part-time Officer who has been hired full-time.

**ARTICLE 15 - HOURS AND OVERTIME**

**Section 15.1 Hours of Work**

The Police Department personnel will be divided into 2 shifts of 12 hours each. Sergeants and all other Officers will work an 84-hour work period with overtime after 84 hours. An Officer's work day shall include a paid 1-hour lunch break, which will be scheduled by the Officer's immediate superior. At all times during the lunch break, the Officer will remain in uniform and on-call for emergencies. The parties agree that, upon reasonable notice, the Chief may unilaterally change the normal working shift for either class, so long as the shift for each classification is the same number of hours.

**Section 15.2 Scheduling**

The Chief or his designee will set all schedules and consult with Officers and the Sergeant prior to the assignment of Officers to specific shifts and attempt to accommodate, by seniority, an Officer's shift preference. However, the Chief shall be entitled to consider the needs of the Department, special skills, training and experience in making such assignments.

**Section 15.3 Trading Shifts**

Employees may trade shifts only with the approval of the Chief of Police or his designated representative.

**Section 15.4 Overtime**

An Officer shall be paid one and one-half times (1.5X) his regular straight time pay for all hours worked in excess of eighty-four (84) hours in the Officer's normal fourteen (14) day work cycle. For purposes of this Article, time worked shall not include any uncompensated periods, nor shall it include sick days. Sick days shall be included when overtime is mandated. Before any Officer may become eligible to receive any overtime pay under this Agreement, the additional hours worked must be approved in advance by the Police Chief or his designee. Neither unpaid time off, nor paid time off such as personal, vacation, sick or other paid days off, will counted as time worked for overtime purposes.

### **Section 15.5 Compensatory Time**

Employees may elect, in lieu of overtime pay, equivalent time to be placed in a compensatory time bank, which may be carried over into the next year. In no event, however, shall any Employee's bank of compensatory time exceed 84 hours (56 hours at time and a half). Approval of compensatory time off may not be unreasonably denied by the Police Chief.

There shall be no pyramiding of overtime compensation. "No pyramiding of overtime" means that premium paid compensation shall not be paid more than once for the same hours under any provision of this Agreement.

### **Section 15.6 Call-Back**

Where an Employee is called back and mandated by the Chief to work outside his normally scheduled hours, he shall be paid at the overtime rate and, regardless of actual hours worked, for a minimum of two hours. Any Officer called back within the two-hour period prior to the start of his normal shift shall only be compensated for that time worked at time and one-half (1.5X) his rate of pay prior to his regularly scheduled hours.

### **Section 15.7 Court Time**

If an Officer is required to attend a court call outside of his scheduled workday during hours which are not contiguous to his scheduled hours of work, then the Officer shall be paid for a minimum of two (2) hours of work at the applicable rate under this Article. For an Officer to be eligible to receive any pay for court attendance under this Section, the Officer must obtain the prior approval of the Police Chief or his designee.

### **Section 15.8 Training**

From time to time, the Chief will post a schedule of mandatory training for all Officers, and may mandate other training courses at this discretion consistent with the needs of the Department. Each Officer may request up to forty (40) hours of the State Training Board's Mobile Training per calendar year and the Department will use best efforts to provide the training, consistent with the needs of the Department. A newly hired Officer's entitlement will be prorated from his date of hire through January 14<sup>th</sup>. All Officers attending training shall be paid their base rate (not overtime) for each class hour of training completed for which the Chief receives a certificate of completion. Officers will not be compensated for travel time or mileage unless a Village vehicle is unavailable. In such case, the Officer would be expected to use their personal vehicle and would be compensated for travel time and mileage at the IRS approved rate. A request to attend a particular training session may be denied if the Officer's attendance of the session would create an overtime situation in the Department or lead to a staff shortage. However, all range time and/or training, and monthly Police Department meetings will be paid at the overtime rate (1.5X) if outside an Employee's regular shift. An Officer may request additional training (without compensation) with approval of the Chief of Police and at no additional expense to the Village, and for such training, the Chief may in his discretion approve the use of Village equipment and vehicles.

## ARTICLE 16 - INDEMNIFICATION

### Section 16.1 Employer Responsibility

The Employer shall be responsible for, hold Officers harmless from, and pay damages or moneys which may be adjudged, assessed, or otherwise levied against any Officer covered by this Agreement, subject to the conditions and limitations set forth in Section 16.4, pursuant to 65 ILCS 5/1 - 4 - 6.

### Section 16.2 Legal Representation

Officers shall have legal representation by the Employer in any civil cause of action brought against any Officers resulting from or arising out of the performance of duties.

### Section 16.3 Cooperation

Officers shall be required to cooperate with the Employer during the course of the investigation, administration, or litigation of any claim arising under this Article.

### Section 16.4 Applicability

The Employer will provide the protections set forth in Section 16.1 and Section 16.2 above, so long as the Officer is acting within the scope of his employment and where the Officer cooperates, as defined in Section 16.3 above.

## ARTICLE 17 - SENIORITY

### Section 17.1 Definition of Seniority

As used herein, the term "seniority" shall refer to and be defined as the continuous length of service or employment covered by this Agreement from the date of last hire and shall be the basis for choosing vacation, tour of duty and days off.

### Section 17.2 Seniority List

A list setting forth the present seniority dates for all Officers covered by this Agreement is attached in Appendix B hereto. The list shall be amended from time to time by a memorandum of agreement. Such lists shall finally resolve all questions of seniority affecting Officers covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure.

### Section 17.3 Termination of Seniority

An Officer's seniority is broken when he:

- (a) quits;
- (b) is discharged for just cause; or
- (c) is laid off pursuant to the provisions of the applicable Agreement for a period of twenty-four (24) months;

- (d) An Officer who accepts gainful employment contrary to the terms of an approved leave of absence from the Police Department while on such leave; or is unjustifiably absent for three consecutive scheduled workdays without proper notification or authorization, will be deemed to have quit.

**Section 17.4 Unpaid Leaves of Absence**

Officers will not continue to accrue seniority credit for all time spent on authorized unpaid leave of absence, unless specifically so provided.

**ARTICLE 18 - BULLETIN BOARDS**

The Employer shall provide the Council with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available for purposes of the Council.

**ARTICLE 19 - LEAVES**

**Section 19.1 Sick Leave**

All Employees shall accrue sick leave at a rate of twelve (12) hours per month. Sick days must be used for actual illness or injury preventing an Officer from being able to work. Officers absent in excess of three (3) consecutive days must present a physician's note or report. Sick leave may also be used in the case of illness of an immediate family member of the Officer, including child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or step-parents.

- (a) The payment of benefits shall be made on regular scheduled pay dates.
- (b) The above schedule is the maximum amount of benefits for any calendar year.
- (c) Vacation benefits will continue to accrue during periods of service - connected disability and/or sick leave.

**Section 19.2 Sick-Leave Banking/No Compensation**

An Officer may bank an unlimited amount of sick time. In no event shall Employer be liable to pay any compensation to any Officer for unused sick time.

**Section 19.3 Personal Leave**

Officers may elect to utilize three (3) personal days off per year and shall receive 12 hours of straight time pay for these days. Approval for personal days off shall not be unreasonably denied by the Police Chief.

**Section 19.4 Military Leave and Benefits**

Employer will comply with all federal and state laws regarding the employment of military service personnel, including but not limited to the Uniformed Services Reemployment Rights Act of 1994, the Municipal Employee's Military Active Duty Act, the Military Leave of Absence Act

and the Local Government Employees Benefits Continuation Act, as those laws now exist or are amended from time to time.

**Section 19.5 Allowance for Jury or Witness Service**

An Officer, who is called for jury service or subpoenaed as a witness for an incident that occurred while in the line of duty, shall be excused from work for the days on which he serves. "Service" as used herein, includes required reporting for jury or witness duty when summoned until excused for the day. If the Employee is not used for such service, he shall report his availability for work to the Chief of Police or designated representative if he had been scheduled for duty on the date he was called for jury or witness service. If the Officer is used for jury duty, he shall receive, for each such day of service on which he otherwise would have worked, the difference between the payment he receives for such service and the amount of his regular daily rate of pay. The Officer will present proof to the Employer that he did serve or report as a juror or was subpoenaed and reported as a witness, and the amount of pay, if any, received therefore.

**Section 19.6 Funeral Pay**

In case of death in the immediate family or a full-time, bargaining unit Employee, said Officer will be granted a leave of absence with full pay, not including shift differential, for a period of not to exceed two (2) calendar days in conjunction with services. The Officer will be paid for only the regularly scheduled workdays of the designee.

"Immediate family" shall be defined as the Officer's parents, spouse, spouse's child, child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-father, step-mother, grandchildren, and grandparents.

Additional time without pay may be granted at the sole discretion of the Chief of Police or designated representative. An Officer may utilize accumulated leave time to cover such absences.

**Section 19.7 Worker's Compensation/PEDA**

An Officer who sustains injuries or illness arising out of and in the course of his employment shall be entitled to disability payments pursuant to the Public Employees Disability Act ("PEDA") and in accordance with PEDA, any salary benefits received by the Officer pursuant to the Workers Compensation Act or other insurance shall revert to the Employer.

**Section 19.8 Family and Medical Leave**

The Employer shall provide family and medical leave only if required to do so by the Family and Medical Leave Act of 1993.

**Section 19.9 Immunizations**

Any immunizations required due to performance of duties shall be made available and will be paid for by the Village.



## **ARTICLE 20 - COMPENSATION**

### **Section 20.1 Rates**

Rates of compensation shall be paid as reflected in Appendix B to this Collective Bargaining Agreement. Rates are retroactive only to May 1, 2017.

### **Section 20.2 Shift Differential**

The parties agree for any hours worked between 1800 and 0600, there will be a paid premium of \$0.15 per hour. Shift differential shall be included in the calculation of overtime.

### **Section 20.3 Sergeant**

The Sergeant is appointed by the corporate authorities of the Employer, together with the Chief, on the basis of merit and the Employer's discretion. In the temporary absence of the Sergeant, the Chief, with Village Board approval, may appoint an Acting Sergeant. The Acting Sergeant will maintain his or her current rate of pay.

## **ARTICLE 21 - HOLIDAYS**

### **Section 21.1 Holidays Observed**

The following days shall be considered as holidays:

New Year's Day  
Easter  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

### **Section 21.2 Duration**

It shall be understood that a holiday shall be from 12:01a.m. to the midnight immediately following. If an Officer's shift begins on a holiday, said Officer will receive holiday pay for the duration of the shift.

### **Section 21.3 Working on a Holiday**

Employees who work on any holidays listed in Section 21.1, with the exception of the personal day, shall be paid at double time (2X) for hours worked, in addition to the eight (8) hours of holiday pay. If an Employee who works on a holiday is required to extend his shift or is otherwise working overtime on such a day, he shall be paid at the rate of double-time and one-half for any such extended time.

### **Section 21.4 Eligibility with Vacation**

Should a holiday fall in an Officer's vacation period, the Officer shall be entitled to another days' paid vacation.

**Section 21.5 Holiday Pay**

All Employees will receive, for non-worked holidays, eight (8) hours pay at their regular straight-time rate of pay for each holiday listed above.

**Section 21.6 Personal Days**

Employees may elect to utilize three (3) personal days off per calendar year (January 1 through December 31) and shall receive twelve (12) hours of straight time pay for these days. Approval for personal days shall not be unreasonably denied by the Police Chief.

**ARTICLE 22 - UNIFORMS AND EQUIPMENT**

**Section 22.1 Provision of Uniforms and Equipment**

The Village shall provide Officers with the following minimum uniform and equipment, which shall be worn and cared for as directed by the Chief of Police (see Appendix D). Employees who leave the Department for any reason, are expected to return all uniform items and equipment provided by the Village during their tenure, including duty belt and belt accessories.

**Section 22.2 Replacement of Damaged Uniforms/Equipment**

The Village agrees to replace, at the Village's expense, required personal property such as eyeglasses or uniforms damaged in the line of duty.

It is understood that all uniforms and equipment as provided herein, including all articles of clothing, weapons, batons, holsters, badges, patches and hats, remain the property of the Village and are only to be used in accordance with Departmental rules. Upon separation from employment, all such uniforms and equipment, other than those worn out through normal use, must be returned.

Further, all uniforms and equipment shall not be used or worn by Officers while employed by an employer other than the Village of Sherman Police Department, unless duly authorized by the Chief of Police.

**Section 22.3 Bulletproof Vests**

The Village agrees to purchase bulletproof vests for all Officers, and Officers will wear them as directed. The type of vest purchased will be in accordance with current State specifications as per Illinois State Police requirements and replacements will be furnished every 5 years, at the time of the expiration of the manufacturer's warranty, or as law requires.

**ARTICLE 23 - VACATIONS**

**Section 23.1 Eligibility and Accrual**

All full-time Officers of the Village who have been employed full-time for at least one (1) full year from their anniversary date shall become eligible for vacation as indicated by the following table:

## VACATIONS

Having completed one (1) year from anniversary date	Seven (7) working days
Having completed five (5) years from anniversary date	Eleven (11) working days
Having completed ten (10) years from anniversary date	Fourteen (14) working days
Having completed twenty (20) years from anniversary date	Eighteen (18) working days

### Section 23.2 Initial Vacation Scheduling

Officers shall be awarded vacation time by the Village in accordance with the Village service needs and, if possible, the Officer's desires. On or before December 31, the Police Chief or his designee shall post a schedule of days available for vacation during the upcoming calendar year. The Officers on each shift shall then select their vacation preferences in the order of their seniority, with the most senior Officer having the first choice, the next most senior Officer having the second choice, and so on. The vacation periods requested pursuant to this procedure shall be submitted to the Police Chief or his designee for approval by February 1 of each year. The Police Chief or his designee shall review the requests and post a vacation schedule on or before February 15. After the vacation schedule has been established, Officers can trade or reschedule vacation days only with the approval of the Police Chief or his designee.

### Section 23.3 Requesting Vacation After Schedule is Established

After initial seniority sign-up of vacation picks, vacations shall be scheduled exclusively on a "first come, first served" basis, and seniority shall not determine which Employee is entitled to any of the remaining weeks that are open for vacation, except where two or more Employees have requests for the same time of pending simultaneously.

### Section 23.4 Unused Vacation

An Officer will be allowed to carry over five (5) working days of vacation each year (anniversary date to anniversary date). Vacation days not used or carried over are lost.

## ARTICLE 24 – INSURANCE AND RETIREMENT

### Section 24.1 Medical, Dental and Life Insurance

The Employer shall maintain a healthcare insurance plan comparable to the healthcare insurance plan that is provided for all other Village of Sherman Employees. The Employer shall pay 100% of Employee coverage during the term of this Agreement. Employee shall pay one-hundred percent (100%) of spouse and/or dependent coverage during the term of this Agreement. The language above applies equally to dental and AD&D benefits provided by the Employer. The Term Life Insurance Plan currently in effect shall continue for the term of the contract.

**Section 24.2 Insurance Committee**

The Union and the Village recognize that insurance costs may increase over time and it may be necessary to establish a health insurance committee. If the Village determines such a need arises to address increased costs in insurance, the Village shall convene the health insurance committee made up of Labor and Management to examine various options and plans available for health insurance to contain costs both for the Employees and the Village. The health insurance committee shall be comprised of one member from each bargaining unit with a contract with the Village, and/or his or her designated labor representative, one sitting member of the Board of Trustees, and the Village President. The purpose of the health insurance committee shall be to examine different health insurance plans, plan designs and deductible/co-pay options available to the Employer and Employees.

**Section 24.3 Retirement**

All Officers covered by this Collective Bargaining Agreement will receive the 457B Plan currently provided by the Village effective January 1, 2014.

**ARTICLE 25 - MISCELLANEOUS PROVISIONS**

**Section 25.1 Time Changes**

Spring and Fall time changes (Daylight Savings) shall be computed to the benefit of the Officer.

**Section 25.2 Other Employment**

Officers may not accept other full-time employment with any other Employer, though Officers may accept occasional or part-time employment with the approval of the Police Chief in his discretion but only if such employment does not interfere in any way with the Officer's duties to Employer.

**Section 25.3 Physical Fitness Standards**

During the term of this Agreement, the Employer may request that the Union bargain over the imposition of physical fitness standards that are reasonably related to the rigors of the job. In such event, the Union shall bargain over such standards in good faith. Under these circumstances, the parties shall execute a supplement to the Collective Bargaining Agreement that includes such standards agreed upon by the parties.

**Section 25.4 Lateral Hires**

During the term of this Agreement, Employer may in its discretion hire Police Officers with experience and qualifications which exceed those of a new hire ("lateral hires"). In such event, Employer at its discretion may hire the lateral hire at any amount of pay which is greater than or equal to the "Base Patrolman" rate, and less than or equal to the "Qualified Start" rate in Appendix B. Such lateral hire, upon completion of the probation period, shall be entitled to the "Qualified Start" rate.

## **ARTICLE 26 - 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 27 - EMPLOYEE TESTING**

### **Section 27.1 Statement of Village Policy**

It is the policy of the Village that the public has the reasonable right to expect persons employed by the Village to be free from the effects of drugs and alcohol. The Village and the Union agree that the Village is a drug-free workplace. The Village as the Employer has the right to expect its 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 27.2 Prohibitions**

Employees shall be prohibited from:

- (a) consuming or possessing alcohol (unless in accordance with duty requirements) or illegal drugs at any time during the work day or anywhere on any Village premises or job sites including all Village buildings, properties, vehicles, and the Employee's personal vehicle while engaged in Village business; and
- (b) consuming, possessing, illegally selling, purchasing or delivering any illegal drug (including steroids) at any time; and
- (c) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking; and
- (d) reporting for duty or working while under the influence of alcohol or any illegal drug; and
- (e) abuse of prescribed controlled substances (i.e., use of prescribed drugs in a manner inconsistent with physician's approval).

### **Section 27.3 Drug and Alcohol Testing Permitted**

Where the Village has reasonable suspicion to believe that an Employee is then under the influence of alcohol or illegal drugs, the Village shall have the right to require the Employees to submit to alcohol or drug testing as set forth in this Agreement. At least one (1) (non-bargaining unit) supervisory personnel who is not a member of the bargaining unit represented by the Union must certify his reasonable suspicions concerning the affected Employee prior to any order to submit to the testing authorized herein. The foregoing shall not limit the right of the Village to

conduct such tests as it may deem appropriate for persons seeking employment prior to their date of hire.

The Employer has the right to conduct annual unit-wide drug testing. The dates for such testing shall be selected by the Chief, and the Chief shall arrange for such testing to be performed by a certified medical facility. The Employer will make every effort to test Employees within a five-day period. Any Employee called in for the purpose of testing shall be paid the applicable rate of pay. Any Employee on vacation or other paid leave shall be tested immediately upon their return to work. All Officers shall be tested during the work hours if such scheduling is possible with the testing facility.

The Employer also has the right to initiate random testing for illegal drugs (including recreational drugs and steroids) and alcohol (if tested during the course of the workday) so long as all sworn Officers, whether in the bargaining unit or not, are subject to and included in the testing procedures. Such testing will be conducted consistent with the following and the other provisions of this article. Such testing, including the selection of those to be tested, shall be conducted by an outside independent certified medical facility.

#### **Section 27.4 Order to Submit to Testing**

At the time an Officer is ordered to submit to testing authorized by this Agreement, where there is reasonable suspicion to believe that an Officer is under the influence of alcohol or illegal drugs during the course of the work day, the Chief or his designee (non bargaining unit member) shall provide the Officer with a written notice of the order, setting forth the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. Officers selected for random testing shall be notified in writing their selection. The Officer shall be permitted to consult with a representative of the Union or a private attorney at the time the order is given; provided, however, that in no circumstances may implementation of the order be delayed longer than forty-five (45) minutes. No questioning of the Officer shall be conducted without first affording the Officer the right to Union representation and/or legal counsel. Refusal to submit to such testing may subject the Employee to discipline, but the Officer's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

#### **Section 27.5 Officer-Involved Shootings**

Consistent with Public Act 100-0389, which amended the Police and Community Relations Improvement Act by the addition of 50 ILCS 727/1-25, and notwithstanding any other provision of this Agreement, any Employee involved in an "officer-involved shooting" as defined therein, shall submit to drug and alcohol testing as soon as practicable after the shooting, but no later than the end of the Employee's shift or tour of duty.

#### **Section 27.6 Tests to be Conducted**

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

- (a) use only a clinical laboratory or hospital facility that is licensed and accredited pursuant to the Illinois Clinical Laboratory Act, such as Memorial Medical Center of Springfield, IL;

- (b) establish a chain of custody procedure for both 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;
- (c) collect a sufficient sample of the same body 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;
- (d) collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration;
- (e) 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;
- (f) 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 Chief within seventy-two (72) hours of receiving the results of the tests;
- (g) require that the laboratory or hospital facility report to the Village that a blood or urine sample is positive only if both the initial screening and confirmation tests are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Village inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the Village will not use such information in any manner or forum adverse to the Employee's interests;
- (h) require that with regard to alcohol testing, for the purpose of determining whether the Employee is under the influence of alcohol, test results that show an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive (note: the foregoing standard shall not preclude the Village from attempting to show that tests results between .01 and .04 demonstrate that the Employee was under the influence but the Village shall bear the burden of proof in such cases);
- (i) provide each Employee tested with a copy of all information and reports received by the Village in connection with the testing and the results;
- (j) insure that no Employee is the subject of any adverse employment action except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result;
- (k) for the purpose of determining whether an Employee is under the influence of alcohol, the Employer may use a properly certified breath testing machine.

**Section 27.7 Right to Contest**

The Union and/or the Employee with or without the Union shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis of the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that Employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion with or without the assistance of the Union.

**Section 27.8 Discipline**

Use of prohibited drugs at any time by an Employee or a finding that an Employee is under the influence of illegal drugs or alcohol during working hours shall be cause for discipline, including termination, subject to the grievance procedure. While all such disciplinary issues may be subject to the grievance procedure, all other issues relating to the drug and alcohol testing process (e.g. whether there is reasonable suspicion for ordering an Employee to take a test, whether a proper chain of custody has been maintained, etc.) may also be grieved in accordance with the grievance and arbitration procedures set forth in this Agreement.

Employees who are taking prescribed or over-the-counter medication that has adverse side effects which interfere with the Employee's ability to perform his normal duties may be temporarily reassigned with pay to other more suitable police duties.

**Section 27.9 Voluntary Requests for Assistance**

An Employee may make one request during his employment with the Village of Sherman to voluntarily seek treatment for an alcohol or drug related problem provided the following conditions are met:

- (a) The Employee has not been issued any discipline in the immediately preceding three months, is not currently the subject of a disciplinary investigation and has not been ordered to submit to a test; and
- (b) The Employee's request is made in writing; and
- (c) The treatment program is a recognized and reputable program with a 100-mile radius of the corporate limits of the Village of Sherman and the Employer shall be the sole judge of whether the treatment program is recognized and reputable; and
- (d) the Employee shall pay the cost of the treatment program; and the Employee completes the course of treatment within three months of the time that the request was made for voluntary assistance and any "after care" within twelve months of the time that the request for voluntary assistance was made.



If the Employee meets these conditions, then the Employee shall be afforded the opportunity to use accumulated sick leave or take an unpaid leave of absence provided for in their contracts dealing with leaves of absence, at the Employer's option, pending treatment.

The foregoing shall not be construed as an obligation on the part of the Village 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 such individual from performing the duties of a Police Officer or whose continuance on active status would constitute a direct threat to the property or safety of others.

If an Employee fails to meet the conditions of his treatment program or any conditions of his "after care" program, then the Employee may be subject to discipline up to and including discharge.

## **ARTICLE 28 – PERSONNEL FILES**

### **Section 28.1 Personnel Files**

The Employer shall abide by the provisions of the Employee Access to Personnel Records Act, 820 ILCS 40/0.01 et seq.

### **Section 28.2 Time Limits**

Commendations and disciplinary actions shall remain active in personnel files in accordance with the following timelines from the date of the incidents giving rise to any particular disciplinary action. Where a clear progression of discipline exists and any disciplinary action in that progression remains active, the entire progression shall remain active.

- (a) Letter of Commendation - Permanent
- (b) Coaching/Counseling - eighteen (18) months
- (c) Written Reprimand - two (2) years
- (d) Suspension of less than 10 days - three (3) years
- (e) Suspension of 10 days or more - five (5) years
- (f) Termination – Permanent

The Chief or his designee may, at their discretion, remove discipline from a personnel file prior to the above maximum timelines. When the timeline for discipline to become inactive has been reached, the affected Employee shall submit, in writing, a request to remove the discipline from his personnel file. Requests of this nature shall not be unreasonably denied.

### **Section 28.3 Relationship to Other Laws**

Documents removed from personnel files shall be maintained in some other file until they are destroyed in accordance with the law, including but not limited to the Local Records Act. Personnel files and until their lawful destruction, documents and other items removed from personnel files, may be subject to disclosure to third parties pursuant to the Freedom of Information Act, subject to any exemptions contained therein.

## **ARTICLE 29 - DURATION**

### **Section 29.1 Term of Agreement**

This Agreement shall be effective from May 1, 2016, and shall remain in full force and effect until April 30, 2019. It shall continue in effect from year to year thereafter unless notice of termination or desire to modify the provisions of the Agreement is given in writing by certified mail by either party at least one hundred twenty (120) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

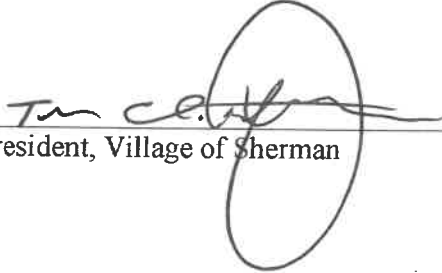
### **Section 29.2 Continuing Effect**

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.


**SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this \_\_\_\_ day  
of \_\_\_\_\_, 2017.

FOR THE EMPLOYER:

  
\_\_\_\_\_  
President, Village of Sherman

FOR THE IFOP LABOR COUNCIL:

  
\_\_\_\_\_  
Bargaining Unit Chairman

  
\_\_\_\_\_  
Bargaining Unit Committeeman

  
\_\_\_\_\_  
Bargaining Unit Committeeman

  
\_\_\_\_\_  
IFOPLC Field Representative

(SEAL)

**APPENDIX A - DUES DEDUCTION FORM**

**ILLINOIS FRATERNAL ORDER OF POLICE  
LABOR COUNCIL  
974 CLOCK TOWER 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. (In addition, I authorize my Employer named hereinabove to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.)

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Personal E-mail: \_\_\_\_\_

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

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

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

(217) 698-9433

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

**APPENDIX B – WAGES, COMPENSATION AND SENIORITY**

	<u>May 1, 2016</u>	<u>May 1, 2017</u>	<u>May 1, 2018</u>
Base Patrolman	\$16.44	\$17.60	\$18.09
Qualified Start (Academy + completed probation or equivalent)	\$17.85	\$19.46	\$19.99
Sergeant	\$20.55	\$21.86	\$22.30

**Seniority Dates**

Aaron Entringer	9/11/2012
Ryan Howard	2/16/2016
John Turasky	4/19/2017
Jesse Schmillen	7/12/2017

**APPENDIX C -GRIEVANCE**

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(s) whole.

\_\_\_\_\_

Given To: \_\_\_\_\_ Date: \_\_\_\_\_

Grievant's Signature

FOP Representative Signature

**EMPLOYER'S RESPONSE**

\_\_\_\_\_

\_\_\_\_\_

Employer Representative Signature

Position

Person to Whom Response Given

Date

**STEP TWO**

Reasons for Advancing Grievance: \_\_\_\_\_

Given To: \_\_\_\_\_ Date: \_\_\_\_\_

Grievant's Signature

FOP Representative Signature

**EMPLOYER'S RESPONSE**

\_\_\_\_\_

\_\_\_\_\_

Employer Representative Signature

Position

Person to Whom Response Given

Date

Lodge/Unit No.:

Year:

Grievance No.:

**STEP THREE**

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



## APPENDIX D – UNIFORMS AND EQUIPMENT LIST

Assigned Department Vehicles – The Chief of Police shall assign Officers to Department Vehicles. Officers using a vehicle assigned solely to the Officer shall be allowed to take the vehicle home provided the Officer lives within the 15-minute response time, obeying all Illinois Traffic Laws as set forth in the Village Code by the Village Board of Trustees. The use of take-home squad cars are limited to the following:

1. To and from duty shifts
2. Authorized Department Training
3. To and from Court
4. Any off-duty business to be conducted at Sherman Police Department
5. Any additional uses which are approved by the Chief of Police

The following Uniforms and Equipment shall be issued to each Officer:

### DESCRIPTION

Class A Pants	1
Class B Pants	4
Short Sleeve Shirts	4
Long Sleeve Shirts	4
Mock Turtle Neck Shirts	4
Police Polo Shirts	2
Police T-Shirts	2
Ballistic Vest	1
Dress Uniform Hat & Rain Cover	1
Police Ball Cap	1
Tie & Tie Clasp	1
Winter Stocking Hat	1
Pair Boots	1
Winter Coat	1
Duty Belt (Outer)	1
Duty Belt (Inner)	1
Hand-gun with affixed light	1
Hand-gun holster to accommodate lights & hood	1
Patrol Rifle (as budget allows)	1
Double Magazine Pouch	1
Duty Weapon Magazines	2
Hand Cuff Case	1
Hand Cuffs with One Cuff Key	1
ASP and Carrier	1
O/C and Holder	1
Rubber Glove Pouch	1
Uniform Badges	2
Hat Badge	1
Aluminum Clip Board Organizer	1
Aluminum Citation Book Holder	1