

LABOR AGREEMENT

BETWEEN

THE VILLAGE OF BRADLEY, ILLINOIS

and

**THE ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL**

ON BEHALF OF AND WITH

BRADLEY F.O.P. LODGE #196

(POLICE OFFICERS)

MAY 1, 2020 TO APRIL 30, 2023

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PREAMBLE/RECOGNITION

This Agreement is entered into by and between the Village of Bradley, Illinois, an Illinois municipal corporation (hereinafter referred to as "EMPLOYER") and the Illinois Fraternal Order of Police Labor Council on behalf of and with the Bradley Fraternal Order of Police, Lodge No. 196 (hereinafter referred to as the "LABOR COUNCIL").

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the EMPLOYER and the LABOR COUNCIL representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the EMPLOYER and the LABOR COUNCIL to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employee wages, hours, and working conditions.

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

The EMPLOYER hereby recognizes the LABOR COUNCIL as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters relating to wages, hours, and all other terms and conditions of employment of all employees in the bargaining unit. The bargaining unit shall include: all full-time sworn police officers of the rank of Sergeant and below and all full time dispatchers.

Positions EXCLUDED from the above-described bargaining unit shall include: Lieutenants and above and all part-time and civilian employees and any others excluded by the Illinois Public Labor Relations Act, 1984; P.A. 83-1012; 5 ILCS 315/1 as hereinafter amended.

ARTICLE 1 **STRIKES AND LOCKOUTS**

The LABOR COUNCIL agrees that it will not call, have or participate in any strike or lockout for any reason at any time, so that the health, safety, comfort and general well-being of the citizens of the Village of Bradley shall be protected and it is mutually agreed by both parties that all disputes under this Agreement will be settled under ARTICLE 4 of this Agreement.

ARTICLE 2 **DUES DEDUCTION/FAIR SHARE**

Section 1 - Dues Deduction

Upon receipt of proper written authorization from an employee, the EMPLOYEE

shall deduct, each month, Labor Council dues in the amount certified by the LABOR COUNCIL from the pay of all employees covered by this Agreement, who, in writing, authorize such deductions. Such money shall be submitted to the LABOR COUNCIL at the address designated by the LABOR COUNCIL together with an itemized statement on or before the fifteenth (15th) day of the month immediately following the month in which the amount was withheld.

The LABOR COUNCIL hereby indemnifies and agrees to hold the EMPLOYER harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of, any action taken by the EMPLOYER for the purpose of complying with the provisions of this Article.

Section 2 - Union Orientation

As part of the new hire orientation, the Labor Council will be given an opportunity to make a presentation on Union membership to all employees within 30 days of hiring. The presentation will be allowed for up to one hour and the union will be allowed to distribute dues authorizations.

ARTICLE 3 **AGENTS**

The LABOR COUNCIL will keep the EMPLOYER notified of the identity of its duly authorized representative for negotiation purposes. The EMPLOYER will keep the LABOR COUNCIL notified of the identity of its duly authorized representative for negotiating purposes.

ARTICLE 4 **GRIEVANCE PROCEDURES**

Grievances shall be limited to alleged violations of express and specific provisions of this Agreement. A grievance, as that term is used in this Agreement, means a claim by an employee or employees, or the LABOR COUNCIL, that an express and specific term of this Agreement has been violated, or a question concerning the proper application or interpretation of an express and specific term of this Agreement.

Matters pertaining to hiring and promotion which are subject to the authority and jurisdiction of the Board of Fire and Police Commissioners shall not be subject to this grievance procedure.

With respect to discipline, all appeals of discipline, including termination, shall be processed through the grievance/arbitration procedure of this Agreement. The Chief of Police, or his designee, shall have the sole power to discipline up to a five-day suspension. For suspensions of greater than five days or for terminations, a disciplinary recommendation by the Chief of Police is required and must be approved by the Fire and Police Commission. Neither the LABOR COUNCIL nor an employee

shall use or attempt to use the grievance procedure as a means of changing, amending, modifying, supplementing or otherwise altering in any respect whatsoever this Agreement or any part hereof. Should a grievance arise, it shall be handled in the following manner:

STEP 1: A grievance shall be submitted in writing stating the grounds for the allegation of contract violation and shall be signed by the person or persons making said grievance (i.e. the aggrieved party or parties). Said writing shall be submitted to the Police Chief within ten (10) calendar days of the occurrence of the alleged violation of this Agreement. The grievance shall be submitted in person to the Chief of Police or his acting designate.

STEP 2: If no Agreement can be reached within ten (10) days of the presentation of the written grievance in Step 1, the grievance shall be submitted to the Village Board within ten (10) days of the expiration of said ten (10) day period.

STEP 3: When a grievance is submitted to the Village Board pursuant to Step 2 of this Grievance Procedure, the Board shall reply in writing within thirty (30) days. Waiver of the time limit must be by Agreement of all parties concerned. The grievance shall be submitted personally to the Village President or his secretary during regular office hours.

STEP 4: Referral for arbitration shall only be effective if in writing to the Federal Mediation and Conciliation Service and shall be effective as of the date of mailing. In addition, a copy thereof must be mailed on the same date to the Village. No claim of referral for arbitration shall be made unless this procedure is followed. Arbitration will be performed as follows:

(a) EMPLOYER and LABOR COUNCIL shall each strike names from a list from the Federal Mediation and Conciliation Service determining the first to strike a name by coin toss and then alternatively striking names until one (1) name is left, which person shall be the arbitrator.

(b) The Arbitrator shall review the grievance and the information and decisions rendered at the various steps of the grievance procedure. The Arbitrator shall confer with the parties to the grievance as necessary and may hold a hearing at his option. The scope of the hearing shall be at the sole discretion of the Arbitrator. The hearing shall only be open to all parties in interest.

(c) The Arbitrator shall issue his decision not later than thirty (30) calendar days from the date of closing of any conference or hearing, if necessary or if no conference or hearing are required, then from the date the final grievance documents are submitted to him.

(d) The decision of the Arbitrator shall be in writing and shall set forth the

finding of fact, reasoning and conclusions of the issues submitted.

(e) The decision of the Arbitrator shall be binding to the parties concerned in the grievance.

(f) The cost of the Arbitrator shall be borne equally by the LABOR COUNCIL and EMPLOYER.

(g) If the Arbitrator calls for meetings or hearings and these meetings cannot be held during the normal working hours of the grieved member(s), then no additional compensation or payment shall be made by the EMPLOYER to either the grieved employee(s), witness, or representative of the LABOR COUNCIL.

(h) The Arbitrator may interpret the Agreement but shall have no right to ignore, add to, take from, or modify any of the provisions of this Agreement.

Any grievance not appealed to the next succeeding step in writing within the time limit specified, will be considered withdrawn and not eligible for further steps in the grievance procedure.

Nothing in this Agreement prevents an employee from presenting a grievance to the EMPLOYER and having the grievance heard and settled without the intervention of the LABOR COUNCIL; provided that the LABOR COUNCIL, through its representative, is afforded the opportunity to be present at such conference and that any settlement made shall not be inconsistent with the terms of any Agreement in effect between the EMPLOYER and the LABOR COUNCIL.

The time within which any act provided in this Agreement is to be done shall be computed by excluding the first day and including the last, unless the last day is Saturday or Sunday or is a Holiday as defined or fixed in any statute now or hereafter enforced in this State, and then it shall also be excluded. If the day succeeding such Saturday, Sunday or Holiday is also a Holiday or a Saturday or Sunday, then such succeeding day shall also be excluded.

ARTICLE 5 **HOLIDAYS**

All officers shall receive eight hours of additional pay for each holiday listed in this agreement. Holiday pay is paid regardless of whether the employee works the holiday. Officers will be paid at one and one half (1½) times their hourly rate for all hours worked when their scheduled work day falls on the actual calendar date of a Holiday. Officers shall not have the option to take time off in lieu of receiving holiday pay.

When employees are called in from the scheduled day off on the actual calendar date of a Holiday, the employee shall be paid at two (2) times the hourly rate for all hours worked in addition to eight (8) hours holiday pay.

The hours of a Holiday will be from 9:45 p.m. prior to the midnight beginning said Holiday until 9:45 p.m. of the evening of said Holiday. In order to be eligible for Holiday pay, the employee must work his scheduled day before the Holiday and his/her scheduled day after the Holiday, unless the employee has scheduled sick time at least seventy two (72) hours in advance or approved FMLA leave..

Holidays for the purpose of this Article shall be: Martin Luther King's Birthday, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Years Day, Lincoln's Birthday, Easter Sunday, Memorial Day, and Peace Officers Memorial Day, Employee's Birthday. The days these Holidays are observed, shall be the same as the day observed by the Federal Government, Christmas Eve shall be a holiday, which shall be observed on the day before the observed Christmas holiday. If an Employee's Birthday falls on an observed holiday, the Employee's Birthday shall be observed on the following day.

In addition, upon ratification of this Agreement, each employee shall receive four (4) personal days per calendar year. One personal day may be taken per shift. Additional personal days on the same shift shall be at the discretion of the Chief.

ARTICLE 6 **FUNERAL LEAVE**

Provided the employee attends the funeral, the EMPLOYER agrees to pay employees covered by this Agreement for absence on account of death of a family member according to the following: up to and including a maximum of ten (10) scheduled work days at straight time for the death of a spouse or child; up to and including a maximum of five (5) scheduled work days at straight time for the death of a parent, brother, sister, father-in-law, mother-in-law; up to and including a maximum of three (3) scheduled work days at straight time, for the death of grandparents, grandchildren, brother-in-law, sister-in-law, or any relative residing with the employee or with whom the employee is residing. In the event the employee must travel beyond 500 miles or more for such leave, the Chief of Police or his designee may grant one (1) additional day for the mileage factor.

ARTICLE 7 HOURS OF WORK

(a) The Bradley Police Department shall schedule the following shifts 5:45 a. m. to 2:15 p.m.; 1:45 p.m. to 10:15 p.m.; 9:45p.m. to 6:15 a.m.; and any other shift deemed necessary by the Police Chief.

Under the 5-3, 5-2 schedule, as defined below, it is agreed that one (1) flex shift will remain under this Agreement to-be used as needed at the discretion of the Police Chief. Forty-eight (48) hours notice will be given of a shift change to a "flex officer". Emergency situations will be the only cause for less than forty-eight (48) hours notice.

(b) For all employees under this Agreement who work a 5-2 schedule, with 8 hour shifts, or a 4-3 schedule, with 10 hour shifts, the work week shall consist of forty (40) hours in any one (1) calendar week. Depending on the length of shift worked, for all hours paid and/or worked in excess of eight (8) hours, or ten (10) hours, in any one day or forty (40) hours in any one week, the employee shall be paid at one and one-half (1-1/2) times their prevailing hourly rate for each hour or part of an hour in excess of forty (40) hours per week or eight (8), or ten (10), hours per day. The hourly rate shall be calculated by dividing the employee's monthly rate by 173 provided however that in lieu of pay, compensable time may be taken. However, compensable time shall only accumulate to a maximum of ninety-six (96) hours per employee. An entire shift charged to compensable time shall be charged at eight (8) hours, or ten (10) hours.

(c) This subsection shall apply to sworn officers under the 5-3, 5-2 schedule as defined below. The normal work cycle for the 5-3, 5-2 schedule shall be fifteen (15) days. The cycle shall consist of five (5) regularly scheduled work days, followed by three (3) regularly scheduled days off, followed by five (5) regularly scheduled work days, followed by two regularly scheduled days off (5-3, 5-2 schedule). Each shift shall consist of eight and one half hours (8.5). Current lunch/break practices shall remain in effect. Shifts worked under the 5-3, 5-2 schedule shall be subject to the seniority bidding procedures of this Agreement.

Under the 5-3, 5-2 schedule, Police Officers shall be paid at one and one-half (1 1/2) times their normal straight time hourly rate for all hours compensated in excess of eight and one half (8 1/2) hours per day or in excess of eight and one half (8 1/2) hours times the number of regularly scheduled shifts in the officer's normal fifteen (15) day work cycle. For purposes of overtime calculation, and except for sick time scheduled seventy two (72) in advance or taken as part of FMLA leave, sick time shall not be considered hours compensated. The hourly rate shall be calculated by dividing the employee's monthly rate by 173 provided however that in lieu of overtime pay, compensable time may be taken. However, compensable time shall only accumulate to a maximum of ninety-six (96) hours per employee. An entire shift charged to compensable time shall be charged at eight and one half (8 1/2) hours.

Shift differential pay for employees is hereby established as follows. Employees covered herein who work the hours between 1:45 p.m. and 10:15 p.m. shall be paid \$0.55 per hour in addition to hourly rate for all time worked between 1:45 p.m. and 10:15 p.m. Employees covered herein who work the hours between 9:45 p.m. and 6:15 a.m. and 5:45 p.m. and 2:15 a.m. shall be paid \$0.70 per hour in addition to the hourly rate for all time worked during these shifts. Employees who receive shift differential when working their regular schedule will receive shift differential for all compensated, non-working time. Shift differential follows the employee at the scheduled shift rate with respect to overtime hours worked.

A special class officer (e.g. detective, school resource officer, traffic control officer, canine officer, drug enforcement officer, property officer) will be scheduled to work five (5) eight hour shifts per week, except that, by mutual consent of the Chief and the officer, they may work four (4) ten (10) hour shifts per week. Regularly scheduled days off shall be consecutive, except that split days off may be scheduled by mutual agreement.

Patrol officer shift overtime known forty-eight (48) hours in advance shall be offered to any patrol officer off on that day on a rotating seniority basis with patrol overtime filled by patrol officers. When necessary, overtime may be mandated in 4.25 hour blocks to patrol officers working the shift prior and the shift following the available overtime shift so as to create continuous days of work.

Patrol Sergeant overtime known forty-eight (48) hour in advance shall be offered to Patrol Sergeants first, then specialty Sergeants, then Officers in Charge, and Lieutenants.

All overtime known less than forty-eight (48) hours in advance shall be messaged to available employees and assigned on a first come first serve basis. If no response is received within thirty (30) minutes, the Employer shall assign the overtime at its discretion.

(d) All police officer shifts shall be staffed at all times except that if for any reason a shift loses one or more police officers with less than five (5) hours remaining on said shift, the Chief of Police or the Shift Commander may fill the vacancies at their discretion. However, shift replacements are required when there are five (5) hours or more remaining on the shift. The police officer called into work shall remain on the shift throughout the duration. In the event that any shift is scheduled for four (4) or more officers, full staffing as required above shall consist of three (3) officers. Scheduling for Sergeants and Patrol Officers shall be done to equalize manpower to the extent possible. Where possible, day off rotations in each shift shall remain unchanged from one shift bid to another.

(e) All regularly scheduled School Resource Officers, when not required to work in this capacity, will be utilized by the Chief of Police as additional special class officers. Their work shifts will be subject to the same restrictions as apply to other special class officers.

(f) The parties agree that no overtime shall be claimed or incurred for any travel either to or from any training (roundtrip) that takes place within a 55-mile geographic radius of the Village of Bradley's Police Department, regardless of whether such travel time causes an officer/employee to actually exceed the hours of his/her designated shift. An officer/employee is not entitled to any overtime for travel outside the geographic radius described below unless they

actually exceed the hours of their designated shift while traveling to and from training.

Any overtime incurred as a result of travel to training located outside the 55-mile geographic radius, shall be determined by computing the excess mileage (that is mileage beyond the 55-mile geographic radius) by using a reputable mapping tool (e.g. Mapquest or Google maps) and then applying an assumed rate of speed of 70 miles per hour to determine the travel time (1 mile at 70 mph = 51 seconds). This calculated travel time shall constitute the amount of overtime to which an officer/employee is entitled.

(g) Accumulated compensable time may be bought back by the Village at the option of the employee. Any employee electing to receive a buy back of the accumulated compensable time will inform the Village of this decision during the month of November, along with the number of hours to be bought back. All buy backs of compensable time will be paid during the first pay period of December and will be paid at the employee's current rate of pay. Comp time hours are redeemable in twenty (20) hour blocks only.

Notwithstanding the above, a shift shall remain understaffed if the absent police officer has violated the provision of Article 12(b).

ARTICLE 8 **VACATIONS**

All employees under the jurisdiction of this Agreement shall, receive the following number of vacation days. Vacation shall be awarded on January 1 each year based on the number of days the employee is eligible for as of their anniversary date that year.

One (1) year of service	Five (5) workdays vacation annually with pay
Two (2) years of service	Ten (10) workdays vacation annually with pay
Six (6) years of service	Fifteen (15) workdays vacation annually with pay
Twelve (12) years of service	Twenty (20) workdays service vacation annually with pay
Eighteen (18) years of service	Twenty-Five (25) workdays vacation annually with pay
Twenty-five (25) years of service	Thirty (30) workdays vacation annually with pay

No more than two (2) weeks' vacation can be used one day at a time.

No more than three (3) police officers, (1 per shift), shall be on vacation at the same time, except at the discretion of the Police Chief and will be granted only when such vacations do not result in an overtime situation to fill the shifts vacated.

Employees who have accrued at least two (2) weeks' vacation (ten (10) workdays) may elect to receive cash compensation for accrued vacation time not to exceed one-half (1/2) of their total accrued amount, up to a maximum of two (2) weeks (ten (10) workdays), per year.

ARTICLE 9 **SENIORITY**

Seniority, shall be continuous in the police department. Seniority and continuous service shall be calculated from the date the officer was sworn in as a full-time police officer. This shall apply to all police officers subject to this Agreement in the service of the Village on the date of this contract. Police officers who quit or are discharged shall forfeit their seniority and continuous service. Police officers laid off due to lack of work and who return to work when called shall retain seniority and continuous service. All layoffs shall be made in reverse order of seniority. The last police officer laid off shall be the first employee hired. No sergeant shall be laid off while a patrolman continues to work. In the event of a scheduled layoff, including a sergeant, the sergeant will be given the right to choose to revert to the rank of patrolman and resume his position on the seniority roster based on his/her years of service to the police department in that rank. Upon the event of reassignment to the rank of sergeant, the police officer will reenter that position with the amount of seniority as sergeant which was previously acquired by the police officer. Police officers granted a leave of absence without pay shall retain seniority at the time of leave of absence and shall accumulate seniority for a period of not more than one (1) year from the date on which said leave of absence commences. If a leave of absence is longer than one (1) year, seniority shall not accumulate after one (1) year. Seniority within rank shall prevail in order to insure a higher morale as well as fairer and more unbiased placement of personnel.

As to police officers only, a leave of absence of up to sixty (60) days shall be granted for medical purposes. Beyond sixty (60) days a police officer must apply to the Police and Fire Commission for an extension up to and including two (2) years.

Employees who enter the armed services of the United States, or who are members of the National Guard or any of the Reserve Components of the Armed Forces of the United States, shall be entitled to all the rights and privileges conferred by any applicable federal or state laws, Acts, Executive Orders, resolution or regulation. The policies of the Village of Bradley shall also apply insofar as these do not lessen the rights and privileges enumerated above.

Shifts shall be staffed according to seniority preference. Beginning with the implementation of the 5-3, 5-2 schedule, new shift schedules shall go into effect with the initial implementation and thereafter on the beginning of the pay period closest to October 1, February 1, and June 1. Shifts available to be bid by seniority preference shall be posted thirty (30) days prior to the effective date and each employee shall submit his preference at least fifteen (15) days prior to the effective date. The number of such shifts shall correspond to the number of employees assigned to patrol except that there shall be one flex officer whose position shall also be staffed by seniority

preference except that the hours of their shifts shall be subject to the discretion of the Chief of Police. Flex officers shall work the 5-3, 5-2 schedule, or five eight hour shifts with consecutive days off, or four ten hour shifts with consecutive days off. The choice of shift shall be at the discretion of the Chief. An officer released to "solo patrol" from the Field Training Program will serve as a training flex officer for four months during which time he may be assigned to any shift. Such assignments shall be for a minimum of one week. At the end of four months, the officer shall be assigned a shift if there remains one month or less until the next shift bid. If more than one month remains, a new shift bid shall be held.

In the event of any new openings on any of the shifts, the police officer highest in seniority shall be given preference as to that opening and every other police officer shall have the same preference in descending order of seniority. If such vacancy arises with less than 30 days in the bid period, it may, at the discretion of the Chief, be filled with overtime or left vacant. In the event the Chief of Police requests a police officer to temporarily change shifts in order to train a new police officer on another shift, the training police officer, for purposes of training, shall transfer to the shift so designated by the Chief of Police. Under no circumstances shall any police officer be removed, either temporarily or permanently, from the shift to which the additional police officer has been assigned. The aforesaid shift transfer shall not exceed ninety (90) days. At the end of ninety (90) days, unless this period is terminated sooner by the Chief of Police, or any other lawful authority, the training police officer shall revert to his/her regularly assigned shift. Unless the training police officer otherwise volunteers, a police officer shall not be transferred from one shift to another more than once during the duration of this Agreement. In an emergency, a police officer can be transferred to another shift for a period of not more than five (5) days. A vacation is not classified as an emergency.

By mutual agreement between the Chief of Police (or designee) and the Union, an officer may be detached from his shift and/or regular days off for a special detail. The special detail may last up to a maximum of 5 consecutive working days at a time with a 4-time limit per year per officer with at least a 30 calendar day interval between details. Time limits may be extended per mutual agreement between the Chief of Police (or designee) and the Union. Officers shall be provided at least a 5 working day notice of the detail commencement date, which may be waived, by the officer, or in extreme, bonafide emergency situations. The shift and/or days off temporarily vacated by the detailed officer will be filled per the current contract language on staffing of shifts. Officers assigned to extended training, defined as two weeks or longer, may have their scheduled days altered to accommodate the training. This schedule change will be terminated upon the completion of the training. Officers in training for an entire week shall be paid at overtime rates for all time over forty (40) hours in the week.

In the event of a decision to reduce the police force, part-time police officers will be laid off before full-time police officers.

In the event of a decision to reduce the number of dispatchers, any part-time dispatchers shall be laid off before full-time dispatchers.

ARTICLE 10
COURT APPEARANCES AND MINIMUM CALL IN TIME

All employees required to be present at any Court, or any other legal proceeding, other than regular duty hours shall be paid at one and one-half (1-1/2) times their hourly rate with a minimum of two (2) hours time. Any time spent after this minimum will be computed at overtime rates (1½) times hourly rate. Payment for such time outside of regular duty hours shall be made in cash or compensatory time at the employee's option, except that the total accrual may not exceed the maximum allowed in this agreement. In order to receive this compensation, the employee is required to appear in court in uniform, and may be required to be in uniform, if so determined by the Chief at other legal proceedings if the employee is a uniformed police officer or in good dress clothes if a plain clothes police officer. After completing the assignment, the employee shall be considered off-duty and if called to work outside regular duty hours on the same day, it shall be considered a call in subject to the terms of this Article. Employees called back to work shall be required to be in uniform, unless the Chief determines otherwise.

All employees who are called in to work from their off-duty hours will receive two (2) hours minimum pay at one and one-half (1 1/2) times their base pay, except that, for a call in prior to a scheduled shift, all time prior to the start of the shift shall be considered paid time continuous with the shift. Any time worked in excess of the minimum will be calculated at the overtime (1 1/2) rate.

Training scheduled more than thirty (30) days in advance shall not be considered a call in.

ARTICLE 11
CLOTHING AND MAINTENANCE ALLOWANCES

The EMPLOYER shall supply an annual clothing allowance of Eight Hundred and No/100 Dollars (\$800.00) for all police officers for each fiscal year, of which shall be paid May 15th) of each fiscal year.

An initial issue for uniforms shall be made to employees at the inception of their employment by the Village. The employees receiving this initial issue of equipment will not receive a clothing allowance for one (1) year from the date of the initial issue. After the expiration of one (1) year from the initial issue, the employee will receive a partial monetary allotment prorated on the basis of time left until the next clothing allowance.

A list of items will be issued to a new police officer upon employment as his/her initial uniform allowance. Should said police officer terminate employment in less than one (1) year, said initial issue shall be returned to EMPLOYER. All articles so returned must be in good to new condition and if any articles are not in such condition, the police officer will become financially responsible for replacement of such articles. The items shall be determined and posted by the Chief of Police from time to time.

The initial issue for the police officer shall be the same as the then current official

uniform and equipment as established from time to time by order of the Chief of Police. All police officers shall, at all times, have in good condition a complete set of the required official uniform and equipment as established by such order of the Chief of Police.

In the event that the initial issue for police-officers is changed, the EMPLOYER shall purchase the initial issue items in the required quantities for all police officers to whom such change is applicable.

Each employee covered by the terms of this Agreement shall be entitled to receive, , Four Hundred and No/100 Dollars (\$400.00) annually, of which shall be paid on May 15th of each fiscal year, in clothing maintenance allowance.

Any item necessary to the employee's employment, except firearms, may be charged to the employee's clothing allowance. Any items of clothing or otherwise, damaged or destroyed in the line of duty, shall be replaced by the EMPLOYER at its own expense and shall not be charged to the employee's clothing allowance. All items shall be purchased at the discretion of the employee, with a purchase order.

The Employer shall provide, free of charge, all materials recommended by the testing company to prepare for promotional testing within the Police Department.

ARTICLE 12 **SICK LEAVE**

Sick benefits will be paid to employees under this Agreement based on a forty (40) hour work week as follows:

- (a) One (1) day per month annually;
- (b) In order to be eligible for a sick day, the employee shall contact the Chief of Police or the Shift Commander on duty at least one (1) hour prior to the shift from which he/she intends to be absent and inform the Chief of Police or the Shift Commander on duty of the reasons for the necessity of a sick day. Misuse of sick days shall cause the employee to be liable for suspension without pay in the discretion of the Chief of Police as provided by law;
- (c) Sick benefits will be paid at the employee's prevailing rate;
- (d) If an employee leaves the service of the EMPLOYER in good standing, the employee shall be paid for accumulated sick days based on the following schedule:

Less than Fifteen (15) years of service: Up to 90 days.

Fifteen (15) years or more of service: Up to 120 days.

(e) If a police officer under this Agreement suffers any injury in the line of duty, then that officer shall be compensated by the EMPLOYER according to the terms of the Public Employees Disability Act, 5 ILCS 345/1.01 et seq., as amended from time to time or under any law in substitution therefore.

ARTICLE 13
HOSPITALIZATION AND LIFE INSURANCE

(a) The EMPLOYER shall participate in a basic life and hospitalization/dental insurance program with benefits for all employees and their dependents. The coverage and benefits currently in effect shall remain substantially the same for the term of this Agreement. The cost of said program will be shared by the employees with the employee paying twenty percent (20%) for the term of this contract, with the EMPLOYER paying the balance of the cost of said program.

The Village will offer, as an option, an HMO health care plan. The premium cost of the HMO plan will be shared by the employees with the employee paying ten percent (10), with the EMPLOYER paying the balance of the cost of the plan.

(b) Police officers hired prior to June 1, 2000, who retire after twenty (20) years of active service in good standing shall be eligible to receive continued insurance benefits as contained in (a) above upon the following terms:

(1) When the retired police officer is age fifty (50) or more with twenty (20) or more years of creditable service and eligible for a pension under the Police Pension Fund, 40 ILCS 5/3-101 et seq. (1992), the Village shall pay, on behalf of the police officer and his dependents as defined under the policy of insurance in effect, its share of the insurance cost as set out in (a) above and upon payment of the police officers share, the police officer shall be eligible for continued coverage as in (a) above.

(2) If a police officer shall retire from active service prior to the qualifications as set out in (b)(1) above, then said police officer and his dependents, as defined under the current insurance policy, shall be eligible for insurance benefits upon payment of the entire insurance premium attributable to that police officer and his dependents and the Village shall pay no part thereof until the police officers qualification under (b)(1) above.

(3) When the employee or his spouse, otherwise eligible for benefits shall become eligible for Medicare benefits, then the Village shall provide supplemental medical insurance benefits only.

(4) Police officers hired on or after June 1, 2000 who retire meeting the requirements set above shall be eligible to continue health insurance coverage as set out in (a) above only upon payment of the entire monthly premium for the coverage requested (i.e. former employees share plus the

former employer share).

(5) That the LABOR COUNCIL shall be given thirty (30) days notice of an insurance change with the LABOR COUNCIL to be allowed to participate in the selection process and due consideration given to its opinions by the corporate officials in the making of their decision, it being understood that the corporate officials shall be the final authority in deciding the insurance company to be chosen.

(c) Should an employee covered by this contract die in the line of duty, his/her spouse and/or dependents (under the age of 21) shall continue to receive hospitalization/dental insurance benefits provided to all employees until the spouse remarries or the dependent children reach the age that they are no longer eligible for insurance coverage under the terms of the insurance provider.

(d) **POST-EMPLOYMENT HEALTH PLAN.** The Village shall continue to cooperate in the implementation of a VEBA Plan as previously agreed to by the parties. The VEBA Plan to be implemented by the EMPLOYER shall contain the following components:

- i. Only employees who have successfully completed their probationary period are eligible to participate.
- ii. An employee retiring, retiring on disability, or terminating service in good standing, including the death of employee, from the EMPLOYER will defer 100% of eligible accumulated Sick Leave pursuant to Article 12.d of the CBA, 100% of unused Vacation Time, and 100% of unused accumulated compensatory time into their VEBA Plan.
- iii. The IFOP reserves the right to amend the above career end deferred percentages of accumulated time for the following calendar year by submitting written confirmation of such a change having been approved by a majority vote of the plan participants by November 1st of the each calendar year. The parties shall verify such changes through a written Memorandum of Agreement which shall be considered an Appendix to this Agreement.
- iv. Employees with unused vacation day(s) at the end of each calendar year will shall have those days paid into their Plan in January of the following year.
- v. For purposes of (b) and (d) above, unused vacation time refers to vacation time not used during the calendar year either through paid time off or cash compensation as described in Article 8 of the CBA.

- vi. In addition to the career end contribution and the annual vacation contribution, participating employees hired after June 1, 2000 shall all equally contribute a portion of salary, either a fixed dollar amount, or a percentage of base salary, or both, as decided by a majority of the members of the bargaining unit.
 - vii. The IFOP shall notify the EMPLOYER of any change in these annual amounts (vacation and portion of salary) prior to November 1 of the prior calendar year. All changes shall be the subject of a MOU between the parties.
 - viii. Portion of EMPLOYEE salary contributions will be made by the EMPLOYER into the fund each pay period.
 - ix. All employees will be enrolled in the career end contribution, the annual vacation contribution, and the annual portion of salary contribution without an option for non-participation.
- (e) The Village will provide each employee with \$50,000 of term life insurance.

ARTICLE 14
WAGES

(a) The pay schedule for all employees covered by this Agreement shall be based on the following rates of pay, depending on the employee's job classification or rank effective May 1, 2020 through April 30, 2023. Although the hourly rate is listed, the annual rate is calculated by multiplying the hourly rate by 2080 hours.

RANK	5/1/2019	5/1/2020	5/1/2021	5/1/2022
<u>Patrol Officer</u>	2.25%	2.25%	2.00%	2.00%
Starting Pay	\$25.22	\$25.78	\$26.30	\$26.83
1 YEAR DOH	\$29.46	\$30.12	\$30.72	\$31.34
2 YEARS DOH	\$33.87	\$34.64	\$35.33	\$36.04
5 YEARS DOH	\$35.24	\$36.03	\$36.75	\$37.49
10 YEARS DOH	\$36.37	\$37.19	\$37.93	\$38.69
15 YEARS DOH	\$37.00	\$37.83	\$38.59	\$39.36
20 YEARS DOH	\$37.43	\$38.27	\$39.03	\$39.82
25 YEARS DOH	\$37.85	\$38.71	\$39.48	\$40.27
<u>Sergeants</u>	\$42.93	\$44.63	\$45.52	\$46.43

DOH = Date of Hire

(b) Any police officer covered by this Agreement who enrolls in a State of Illinois supported college, University, or Junior college for police related courses which are creditable to a law enforcement degree shall be reimbursed 100% of the cost of tuition for course(s) with a grade of "B" or above. The EMPLOYER's reimbursement amount shall be capped by the cost of a comparable course at Governor's State University.

(c) Any police officer covered by this agreement is eligible to receive the following amounts added to their base hourly rate for the following degrees: Associate Degree \$0.45 per hour; Bachelor's Degree \$0.65 per hour; Master's Degree or higher \$0.85 per hour. Employees shall be entitled to only one educational amount, the highest for which the employee qualifies.

(d) Canine (K-9) officers shall work five (5) days per week and shall be required to work only seven (7) hours per shift on this schedule. An additional one (1) hour shall be credited to time spent caring for the canine. Shifts and days off shall be chosen at the discretion of the Chief.

When an officer is required by the EMPLOYER to attend a training program or course, the EMPLOYER will pay tuition and the cost of course books and materials.

All police officers qualified to serve as crime scene technicians and eligible for on-call duty shall receive an additional stipend of \$50 per month for every month or portion thereof served in this capacity. Officers serving as detectives shall receive an additional stipend of \$100 per month for every month or portion thereof served in this capacity.

Police officers who successfully complete the Bradley firearms qualification with their service weapon shall receive an annual stipend of \$2500 added to base salary and incorporated into an effective hourly rate for OT purposes. One-time hazard pay payments shall be \$2250 within thirty (30) days of the ratification of this agreement and \$2250 on May 1, 2021.

All employees will be eligible to take the Peace Officer Wellness Evaluation Report (POWER) test annually at the employee's option. Employees who successfully pass the test will receive a stipend payment of \$1500. Two opportunities to test will be offered each year. If an employee takes the test prior to May 1, 2021 and passes the test, the employee shall receive the above stipend. If the employee does not pass the test, the employee shall receive a stipend payment of \$750, for a test taken before May 1, 2021 only.

Any police officer covered by this agreement who is assigned and held accountable for the duties of FTO, shall receive an additional one (1) hour at the appropriate overtime rate of pay, of time and one-half for each day for the performance of such duties. Such amount shall be paid as overtime or as compensatory time at the

employee's option, except that the total accrual may not exceed the maximum allowed in this agreement.

Any police officer covered by this agreement who is assigned and held accountable for the duties of Officer in Charge shall receive an additional one (1) hour at the appropriate overtime rate of pay, of time and one-half, for each shift or portion thereof served in performance of these duties. Such amount shall be paid as overtime or as compensatory time at the employee's option, except that the total accrual may not exceed the maximum allowed in this agreement.

ARTICLE 15
FUNERAL AND BURIAL EXPENSES

EMPLOYER shall pay funeral and burial expenses of any employee killed in the line of duty up to a maximum of Fifteen Thousand and no/100 Dollars (\$15,000).

ARTICLE 16
FAMILY AND MEDICAL LEAVE ACT/PREGNANT EMPLOYEES

(a) The EMPLOYER shall comply with the provisions of the Family and Medical Leave Act of 1993 and the regulations issued pursuant thereto. For purposes of determining the twelve (12) month period during which an employee is entitled to a maximum of twelve (12) weeks of family and medical leave, the parties agree that such twelve (12) month period shall coincide with the fiscal year of the Village, namely May 1 through April 30. Employees on FMLA will be required to use accrued sick leave down to five (5) remaining sick days. Employees on FMLA may use compensable time other than sick time after sick leave use.

(b) Female employees shall receive all the rights and privileges to which an employee is entitled when pregnant under the *Illinois Human Rights Act*. (775 ILCS 5/2-102.)

ARTICLE 17
LABOR MANAGEMENT MEETING

The LABOR COUNCIL and the EMPLOYER mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between LABOR COUNCIL representatives and the responsible administrative representatives of the EMPLOYER. Representing the LABOR COUNCIL shall be two (2) members of the local union and representing the EMPLOYER shall be the Chief of Police and a person of his choosing. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a labor management conference and expressly providing the agenda for such meeting. Such meetings and locations shall be limited to a discussion of the implementation and general administration of the Agreement; a sharing of general information of interest to the parties; discussion of pending grievances on a non-binding basis to attempt to adjust such grievances and to discuss procedures for avoiding further grievances; and items concerning safety issues. The

EMPLOYER and the LABOR COUNCIL agree to cooperate with each other in matters of administration of this Agreement and to the degree that standards of law enforcement can be effectuated for the maximum protection of the citizens of the State of Illinois.

To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

ARTICLE 18 **PROBATIONARY PERIOD**

The probationary period for police officers shall be eighteen (18) months from when an officer is released to solo patrol. During the probationary period, employees are entitled to all rights, privileges and benefits provided in this agreement except that the Village may discharge a probationary employee without cause.

ARTICLE 19 **MISCELLANEOUS**

(a) It is further agreed and understood that schedules may have to be altered or amended during the term of this Agreement to recognize personnel and Department changes. Such alterations and amendments shall, however, be consistent with paragraph one (1) above.

It is further agreed and understood that any police officer that wishes to split his/her days off shall be allowed to do so, consistent with the shift manning and shift times in this Agreement.

(b) The Village shall provide insurance coverage for liability, false arrest, and Civil Rights violations with a minimum amount of not less than Five Million Dollars (\$5,000,000.00). This insurance coverage shall provide for the indemnification of employees for damages, except punitive damages, and provide for legal representation, all as more fully set out in the insuring Agreements with duties and responsibilities of the EMPLOYER and employees set out therein.

(c) Within six (6) months of the end of an employee's probationary period, each employee shall be required to establish and maintain the employee's principal residence within thirty-five (35) miles from the corporate limits of the Village of Bradley, except that such residence shall be in the State of Illinois.

ARTICLE 20 **DURATION OF AGREEMENT**

This Agreement and its provisions shall be effective as of May 1, 2020 and shall continue in full force and effect until April 30, 2023 or until a successor Agreement is executed between the parties, whichever is later.

In the event that either party has the right and desire to bargain, pursuant to Section 6 and Section 7 of the Illinois Public Labor Relations Act, during the term of this Agreement, it shall deliver to the other a Notice of Demand to Bargain.

Successor Agreement- Negotiations for a successor Agreement shall commence upon service of a Notice of Demand to Bargain by either party, with such notice to be served not more than one hundred twenty (120) days nor less than sixty (60) days prior to April 30, 2023.

All negotiations between the parties shall commence not later than twenty-one (21) calendar days after receipt of the Notice of Demand to Bargain unless otherwise mutually agreed.

The parties agree to use the impasse procedures of Section 14 of the Illinois Public Labor Relations Act (5 ILCS 315/14) to resolve any impasse(s) that may arise in any bargaining between the parties.

All notices shall be served personally or by certified mail on the following parties' representatives:

FOR THE EMPLOYER:
Mayor of the Village of Bradley
147 South Michigan Avenue
Bradley, Illinois 60915

FOR THE UNION:
Illinois F.O.P. Labor Council
974 Clocktower Drive
Springfield, Illinois 62704

ARTICLE 21 **SAVINGS CLAUSE**

If there is any clause in this Agreement, now or in the future which may become inconsistent with the statutes of the State of Illinois or the U. S. Government, said clause will be rendered void but all other clauses in this Agreement will remain in full force and

ARTICLE 22 **MANAGEMENT RIGHTS**

The parties recognize and acknowledge the responsibility of the Village to operate and direct the affairs of the Village and its police department in each and various respect. Accordingly, except as limited by an express provision of this Agreement, all rights, functions, and prerogatives of the management formerly exercised or exercisable by the Village shall remain vested exclusively in the Village. Without limiting the generality of the foregoing, the right to direct the working force, to plan, direct, control and determine the operations or services to be conducted in or at the Police Department or by employees of the Village, to set standards of service offered to the public, to assign and transfer employees, to hire, promote, and demote employees, discipline, suspend or discharge employees for cause, to relieve employees from duty due to lack of work or for other legitimate reasons, to determine

hours, schedules and assignments of work, including extra time, to establish and enforce reasonable rules and regulations, and to change methods, equipment of facilities as vested exclusively in the Village provided, however, that the exercise of any of the above rights and duties shall not conflict with any of the provisions of this Agreement.

Except as expressly abridged by any provision of this Agreement, the EMPLOYER reserves and retains exclusively all of its normal and inherent rights with respect to the management of the Police Department.

ARTICLE 23
APPLICATION OF THIS AGREEMENT TO FULL-TIME POLICE OFFICERS AND

This Agreement shall apply only to full-time police officers appointed pursuant to Division 2.1 of the Illinois Municipal Code, 65 ILCS 5/10-2.1-1 et seq.. This Agreement shall have no application to hourly and part-time employees of the Village of Bradley employed either as police.

ARTICLE 24
INTERROGATION OF A POLICE OFFICER

Any police officer subject to interrogation shall be accorded all of the rights to which the police officer is entitled pursuant to the Uniform Peace Officers' Disciplinary Act, 50 ILCS 725/1 et seq., as hereinafter amended. In addition, Bargaining Unit Employees shall have such rights as set forth in NLRB v. Weingarten, 420 U.S. 251 (1975) and Morgan et al, Petitioner, and State of Illinois Department of Management Services, et al 1 PERI(LRP) P2020 (1985) and all subsequent decisions of the Illinois State Labor Relations Board defining the right to union representation during an investigatory interview.

ARTICLE 25
REVIEW OF PERSONNEL RECORDS

Any employee subject to this Agreement who wishes to review his personnel record shall have all of the rights accorded to that employee by 820 ILCS 40/1 et seq., as hereinafter amended.

ARTICLE 26
EMPLOYEE TESTING

In the event the EMPLOYER institutes a drug or alcohol testing program, the EMPLOYER shall, prior to the institution of the program, enter into a good faith bargaining effort with the LABOR COUNCIL on the effects of such testing policy upon wages, hours and conditions of employment.

ARTICLE 27
COMPLETE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and concludes the collective bargaining on any subject whether included in this Agreement or not for the term hereof, subject to the provisions of Sections 4 and 7 of the Illinois Public Labor Relations Act.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this day of 11/29, 2021.

VILLAGE OF BRADLEY, ILLINOIS

ILLINOIS F.O.P. LABOR COUNCIL
ON BEHALF OF AND WITH
BRADLEY F.O.P. LODGE #196

Michael Watson
Village President

Jane Stone


Julie Trumbull
Village Clerk

Paul J. ...

Carol ...

Richard ...

APPENDIX A

GRIEVANCE		
Lodge/Unit No.:	Year:	Grievance No.:
	Date Filed: _____	
	Department: _____	
	Grievant's Name: _____	
	Last	First
		M.I.
STEP ONE		
Date of Incident or Date Known of Facts Giving Rise to Grievance: _____		
Articles of Bylaws or Statutes violated: _____ and all applicable Articles		
Briefly state the facts: _____		

Remedy Sought: _____		

_____ in part and in whole, make grievant(s) whole		
Given To: _____ Date: _____		
<div style="display: flex; justify-content: space-between;"> _____ Grievant's Signature _____ FOP Representative Signature </div>		
EMPLOYER'S RESPONSE		

<div style="display: flex; justify-content: space-between;"> _____ Employer Representative Signature _____ Position </div>		
<div style="display: flex; justify-content: space-between;"> _____ Person to Whom Response Given _____ Date </div>		
STEP TWO		
Reasons for Advancing Grievance: _____		
Given To: _____ Date: _____		
<div style="display: flex; justify-content: space-between;"> _____ Grievant's Signature _____ FOP Representative Signature </div>		
EMPLOYER'S RESPONSE		

<div style="display: flex; justify-content: space-between;"> _____ Employer Representative Signature _____ Position </div>		
<div style="display: flex; justify-content: space-between;"> _____ Person to Whom Response Given _____ Date </div>		

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 B

DUES AUTHORIZATION FORM

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

I, _____, understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council.

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

Date: _____ Signed: _____
Address: _____
City: _____
State: Illinois Zip: _____
Telephone: _____
Personal E-mail: _____

Employment Start Date: _____
Title: _____

Employer, please remit all dues deductions to:

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

(217) 698-9433

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

Revised 08/28/2018
Form IASG/8

APPENDIX C

**BRADLEY POLICE DEPARTMENT
PHYSICAL FITNESS INCENTIVE
Participant Testing Release And
Waiver and Release of All Claims**

Date: _____ From: _____
(Candidate, please print your full name)

This Testing Release and Waiver of All Claims provides you with information about the Physical Fitness Incentive test and requires your consent to participate in the process. You must sign this form before you will be permitted to take this test. The Agreement between the Village of Bradley and the Fraternal Order of Police Lodge No. 196 (commonly referred to as "the FOP contract") which it has been agreed, through negotiations, that officers will complete this waiver.

DESCRIPTION OF THE TEST

You must successfully complete these physical fitness activities: sit & reach, sit-ups, bench press, and a 1.5-mile run according to the standards set forth below for your age and gender. Find your age group and gender on the chart below and you will know the number, speed, or percentage at which you will attempt to perform the specified task.

Standard	Male	Male	Male	Male	Female	Female	Female	Female
Age	21-29	30-39	40-49	50+	21-29	30-39	40-49	50+
Sit & Reach	16"	15	13.8	12.8	18.8	17.8	16.8	16.3
Sit-Up	37	34	28	23	31	24	19	13
Bench Press	98%	87	79	70	58	52	49	43
Run	13:46	14:31	15:24	16:21	16:21	16:52	17:53	18:44

PARTICIPANT ACKNOWLEDGMENT OF RISK AND RELEASE

I understand that the Physical Fitness Incentive test requires a degree of physical exertion and agility and that my participation in this test subjects me to risk of physical injury including permanent disability, severe social and economic losses and death.

I also acknowledge that there may be other risks not known or not reasonably foreseeable at this time. I agree to assume full responsibility for any and all such risks, illness, injuries, or death and I agree to hold harmless the Village of Bradley and/or any of its elected officials, officers, employees, agents, servants, from any liability to me, my heirs and next of kin for any and all claims, demands, losses or damages resulting from my participation in the Physical Fitness Incentive test.

Only I can decide which activities are appropriate for me to attempt based upon what I know of my medical history, condition, and physical fitness abilities. I agree that my participation in the Physical Fitness Incentive is voluntary and is being done on my own time and does not constitute an on-duty activity.

INDEMNITY AND DEFENSE

I further agree to indemnify and hold harmless and defend the Village of Bradley and its elected officials, officers, employees, agents, servants, from any and all claims resulting from injuries, including death, damages and losses sustained by me and/or others arising out of, connected with, or in any way associated with the activities of the physical agility test, including any errors or omissions by either the Village of Bradley, its elected officials, officers, employees, servants, and/or any conditions or defects in or on the premises where the particular test is given.

By executing this document, I expressly consent to my participation in the Physical Fitness Incentive test pursuant to the terms of the Testing Release and Waiver of All Claims, to the extent permitted by law. I have read and fully understand the above Participant Testing Release and Waiver of All Claims, sign it voluntarily and understand that I have given up substantial rights by signing it.

Print Name

Signature

Date

Witness