

VILLAGE OF BRADLEY

RESOLUTION NO. **R-06-24-02**

A RESOLUTION ACCEPTING ORGANIZATIONAL CHANGES FOR THE LABOR AGREEMENT BY AND BETWEEN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, AND THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL, ET AL

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BRADLEY

THIS 10th DAY OF June, 2024

Adopted by the Board of Trustees of the Village of Bradley, Kankakee County, Illinois this 10th day of June, 2024

RESOLUTION NO. R-06-24-02

A RESOLUTION ACCEPTING ORGANIZATIONAL CHANGES FOR THE LABOR AGREEMENT BY AND BETWEEN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, AND THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL, ET AL

WHEREAS, the Corporate Authorities of the Village of Bradley, Kankakee County, Illinois, have the authority to adopt resolutions and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

WHEREAS, on January 8, 2024, the Corporate Authorities of the Village of Bradley adopted Resolution No. R-01-24-09, entitled: “A Resolution Authorizing a Labor Agreement by and between the Village of Bradley, Kankakee County, Illinois, and the Illinois Fraternal Order of Police Labor Council, *Et Al*”, and thereby approved a Collective Bargaining Agreement (“CBA”) between the Village and the IFOP Labor Council (“Union”) for the period commencing May 1, 2023, through April 30, 2026; and

WHEREAS, at the time the CBA was approved, the Village and the Union agreed that it was necessary and appropriate to reorganize the CBA without changing any of the substantive terms thereof; and

WHEREAS, the Village and the Union subsequently entered into a Memorandum of Understanding (“MOU”) regarding their agreement to reorganize the CBA without changing any substantive terms thereof (a copy of the MOU is attached hereto as Exhibit A and fully incorporated herein); and

WHEREAS, following execution of the MOU, the Village and the Union worked to prepare a reorganized version of the CBA (“Reorganized CBA”) without making any substantive changes to the same, a copy of which is attached hereto as Exhibit B and fully incorporated herein; and

WHEREAS, the Corporate Authorities of the Village have reviewed the Reorganized CBA and hereby find and declare that the terms, conditions, and provisions of the same are fair, reasonable, and acceptable to the Village, and that none of the changes reflected in said Reorganized CBA change any of the substantive terms of the agreement; and

WHEREAS, the Corporate Authorities of the Village have determined that entering into the Reorganized CBA with the Union is in the best interests of the Village and its citizens.

NOW THEREFORE, BE IT RESOLVED BY THE CORPORATE AUTHORITIES OF THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:

SECTION 1. The Corporate Authorities hereby find that all of the recitals contained in the preamble to this Resolution are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.

SECTION 2. Corporate Authorities of the Village hereby find and declare that the terms, conditions, and provisions of the Reorganized CBA (Exhibit B) are fair, reasonable, and acceptable to the Village and that the same is hereby approved in form and substance. Therefore, the Corporate Authorities of the Village hereby authorize and direct the Mayor to execute, and the Clerk to Attest, said Reorganized CBA, and further to take any and all actions, including without limitation the execution and delivery of documents, necessary to enter into the Reorganized CBA with the Union and thereafter to perform in accordance therewith.

SECTION 3. In the event that any provision or provisions, portion or portions, or clause or clauses of this Resolution shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Resolution that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

SECTION 4. All ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Resolution, are hereby repealed to the extent of the conflict.

SECTION 5. This Resolution shall be in full force and effect from and after its passage and approval, as provided by law.

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PASSED by the Board of Trustees on a roll call vote on the 10th day of June, 2024.

TRUSTEES:

RYAN LEBRAN	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
BRIAN BILLINGSLEY	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
DARREN WESTPHAL	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
BRIAN TIERI	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
GRANT D. VANDENHOUT	Aye - <input type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input checked="" type="checkbox"/>
GENE JORDAN	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>

VILLAGE PRESIDENT:

MICHAEL WATSON Aye - Nay - Absent -

TOTALS: Aye - 5 Nay - 0 Absent - 1

ATTEST:


KELLI BRZA, VILLAGE CLERK

APPROVED this 10th day of June, 2024.




MICHAEL WATSON, VILLAGE PRESIDENT

ATTEST:


KELLI BRZA, VILLAGE CLERK

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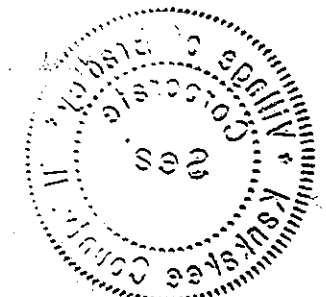
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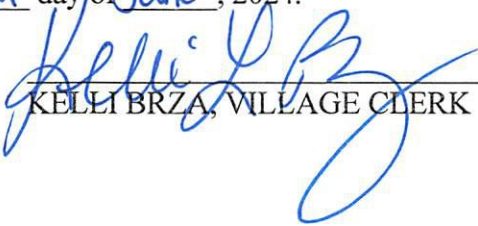


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STATE OF ILLINOIS)
) §§
COUNTY OF KANKAKEE)

I, Kelli Brza, Village Clerk of the Village of Bradley, County of Kankakee and State of Illinois, DO HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Resolution number R-06-24-02, "A RESOLUTION ACCEPTING ORGANIZATIONAL CHANGES FOR THE LABOR AGREEMENT BY AND BETWEEN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, AND THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL, ET AL," which was adopted by the Village Corporate Authorities at a meeting held on the 10th day of June, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 10th day of June, 2024.



KELLI BRZA, VILLAGE CLERK

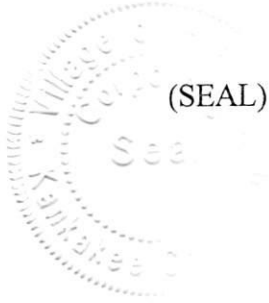


Exhibit A

Memorandum of Understanding

Exhibit B

Reorganized CBA

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, 2023 TO APRIL 30, 2026

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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 discipline may be contested 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, an employee shall execute a Disciplinary Election and Waiver Form, which is attached as Appendix A, electing either the Grievance Option or the Police Commission Option, within ten (10) days of the discipline being recommended by the Chief. If the Grievance Option is elected by the employee, the discipline or termination recommended by the Chief shall become final and effective immediately, without the need for a hearing before the Village of Bradley Board of Police and Fire Commissioners or a final decision from this 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 who shall meet with the grievant and a Union representative in an attempt to resolve the grievance

STEP 2: If no Agreement can be reached within ten calendar (10) days of the presentation of the written grievance in Step 1, the grievance shall be submitted to the Village Administrator (or Designee) within ten (10) calendar days of the expiration of said ten (10) day period. The Village Administrator shall meet with the grievant and the Union in an attempt to resolve the grievance.

STEP 3: If no Agreement can be reached within ten (10) calendar days of the presentation of the written grievance in Step 2, the grievance shall be submitted to the Village President within ten calendar (10) days of the expiration of said ten (10) day period. The Village President shall meet with the grievant and the Union in an attempt to resolve the grievance.

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. The referral to arbitration shall be made within fifteen (15) days of the expiration of the time period of Step 3 or receipt of a reply from the Village President. 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 **HOURS OF WORK**

Section 1 – Schedules

(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". 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. 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.

(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 workdays, followed by three (3) regularly scheduled days off, followed by five (5) regularly scheduled workdays, 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) hours in advance or taken as part of FMLA leave, sick time shall not be considered hours compensated.

(d) A special class officer (e.g. detective, school resource officer, traffic control 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.

(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) Officers assigned to a late 'Power' shift (e.g. 6:00pm to 2:00am) and who are assigned to Training will have a shift variance of no more than four (4) hours (e.g. 2:00pm to 10:00pm or 10:00pm to 6:00am) the shift before or after to accommodate the training.

(g) Canine (K-9) officers shall be required to work one (1) hour less than the scheduled shift, with an additional one (1) hour credited to time spent caring for the canine. Canine Officers shall also receive an additional half (1/2) hour of Overtime on their scheduled days off credited to time spent caring for the canine.

Section 2 - Overtime

(a) 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 first, then patrol officer splits, then specialty patrol officers, and then, if determined necessary by the Chief of Police, patrol sergeants and finally specialty sergeants.

(b) Patrol Sergeant overtime known forty-eight (48) hours in advance shall be offered to Patrol Sergeants first, then specialty Sergeants, then Officers in Charge, and then, if determined necessary by the Chief of Police, Lieutenants.

(c) Open Shifts should remain open for forty-eight (48) hours before being awarded as indicated above. If not requested the offer will remain posted and assigned on a first-come first-served basis. Patrol Sergeant overtime left unrequested for within forty-eight (48) hours of the overtime shift may be assigned at the discretion of the Chief of Police.

(d) When necessary, overtime may be mandated in 4-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.

(e) 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.

(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 60-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 the assignment.

Any overtime incurred as a result of travel to training located outside the 60-mile geographic radius, shall be determined by computing the excess mileage (that is mileage beyond the 60-mile geographic radius) by using a reputable mapping tool (e.g. Mapquest or Google maps) and then applying an assumed rate of speed of 60 miles per hour to determine the travel time (1 mile at 60 mph = 1 minute). This calculated travel time shall constitute the amount of overtime to which an officer/employee is entitled.

Officers required to travel a significant distance (e.g. out of state) for training or assignment that would reasonably be outside a commute radius, should be granted a paid travel day to and from, if necessary, and will be compensated at the appropriate regular or overtime rate.

g) Work supported by 3rd party reimbursement is to be paid in cash wages, not comp time.

Section 3 – Staffing

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.

Notwithstanding the above, a shift shall remain understaffed if the absent police officer has violated the provision of Article 11, Section 1, (b).

ARTICLE 6
COURT APPEARANCES AND MINIMUM CALL IN TIME

(a) All employees required to be present at any Court, or any other legal proceeding, shall receive a minimum of two (2) hours overtime for court time not held during their regularly scheduled hours, or in conjunction with the beginning of their regular scheduled shift, provided, however, in no event shall an officer receive less than one (1) hour of overtime pay.

Payment for such time outside of regular duty hours shall be compensated at one and one half (1 1/2) times the regular rate of pay and 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.

(b) 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.

(c) Training scheduled more than fifteen (15) days in advance shall not be considered a call in and will be compensated for actual time of assignment.

(d) Administrative tasks (Department Photograph and Ballistic Vest fitting) scheduled more than fifteen (15) days in advance shall not be considered a call in and will be compensated for actual time of assignment if in excess of thirty (30) minutes.

ARTICLE 7
SENIORITY

Section 1 – Seniority and Leaves of Absence

(a) 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 ensure higher morale as well as fairer and more unbiased placement of personnel.

(b) 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.

(c) 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.

Section 2 – Shift Bidding and Vacancies

(a) 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 September 1, January 1, and May 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.

(b) 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.

(c) 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 a 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 thirty (30) days. At the end of thirty (30) 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 a twelve-month period. 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.

Section 3 – Shift Detachment

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 five (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.

ARTICLE 8 **PROBATIONARY PERIOD & LATERAL HIRES**

(a) The probationary period for police officers shall be twelve (12) months from when an officer is released to solo patrol. Extended Sick and/or Injury Leave in excess of 10 working days shall not be credited to the probation period. 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.

(b) 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.

(c) The Employer may hire Illinois certified police officers as lateral hires and start place them in the wage and vacation matrices in accordance with their previous experience, but in no case shall a lateral hire be credited with more than three years previous experience. For all other purposes seniority shall be defined as in this Agreement.

ARTICLE 9 **HOLIDAYS**

(a) 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 workday 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.

(b) 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.

(c) 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.

(d) 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.

(e) 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.

(f) Requests to take benefit time off shall be responded to within three (3) business days of the request if time allows.

ARTICLE 10
VACATIONS

(a) 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.

(b) 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.

(c) 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.

(d) Requests to take benefit time off shall be responded to within three (3) business days of the request if time allows.

ARTICLE 11
SICK LEAVE & COMPENSTORY TIME USE

Section 1 – 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.

(f) When a Sergeant is off Shift for more than fifteen (15) working Days for Sick or Injury, his/her shift(s) may be filled with an Officer-in-Charge (OIC) at the discretion of the Chief of Police. However, the Chief's discretion to assign OICs to fill a Sergeant shift will be limited to six (6) continuous calendar months. Under no circumstances shall any police officer be removed, either temporarily or permanently, from their bided shifts.

Section 2 – Compensatory time

(a) Compensatory time shall only accumulate to a maximum of ninety-six (96) hours per employee. An entire shift charged to compensatory time shall be charged at eight (8) hours, eight and one half (8 1/2) or ten (10) hours based on the officer's scheduled shift.

(b) Accumulated compensatory time may be bought back by the Village at the option of the employee. Any employee electing to receive a buyback of the accumulated compensatory time will inform the Village of this decision during the month of November, along with the number of hours to be bought back. All buybacks of compensatory 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.

(c) Any use of compensated time not used to take off an entire shift must be taken at the beginning of or end of the Officer's scheduled shift. Time off that results in overtime to fill must be taken in 4-hour increments.

(d) Requests to take benefit time off shall be responded to within three (3) business days of the request if time allows.

ARTICLE 12
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 13
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, 2023, through April 30, 2026. Although the hourly rate is listed, the annual rate is calculated by multiplying the hourly rate by 2080 hours.

Hourly Wages	5/1/2023	5/1/2024	5/1/2025
	5%≤5yr, 7%≥10yr	4%	3%
Patrol Officer			
Starting Pay	29.43	30.61	31.53
1 year DOH	34.17	35.53	36.60
2 Year DOH	39.10	40.67	41.89
5 Year DOH	40.63	42.25	43.52
10 Year DOH	42.68	44.39	45.72
15 Year DOH	43.40	45.14	46.49
20 Year DOH	43.89	45.65	47.02
25 Year DOH	44.37	46.15	47.53
Sergeants	51.03	53.07	54.66
Sergeants hourly = 15% above top Patrol			

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 \$ 0.75 per hour; Bachelor's Degree \$ 1.00 per hour; Master's Degree or higher \$ 1.25 per hour. Employees shall be entitled to only one educational amount, the highest for which the employee qualifies.

(d) Any police officer covered by this agreement is eligible to receive the following amounts added to their base hourly rate for the following creditable military service: two (2) Years \$0.75 per hour; four (4) Years \$1.00 per hour; six (6) Years or more \$1.25 per hour. Employees shall be entitled to only one military service / educational amount, the highest for which the employee qualifies.

(e) Shift differential pay for employees is hereby established as follows. Officers who work Patrol between the hours of 6:00 a.m. and 2:00 p.m. shall be paid \$0.50 per hour. Officers who work Patrol between the hours of 2:00 p.m. and 10:00 p.m. shall be paid \$1.05 per hour. Officers who work Patrol between the hours of 10:00 p.m. and 6:00 a.m. shall be paid \$1.20 per hour. Special Class Officers who work their regular Assignment shall be paid \$0.50 per hour. 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 within the capacity listed above.

(f) 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.

(g) 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.

(h) 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.

(i) 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.

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

(k) All employees will be eligible to take the Peace Officer Wellness Evaluation Report (POWER) test annually at the employee's option. The test will be administered by a mutually agreed upon third-party. Employees who successfully pass the test will receive a stipend payment of \$1600. Employees will bear the cost of the testing and may test multiple times in any fiscal year. However, no employee shall be eligible to receive the \$1600 more than once per fiscal year and the testing must be completed prior to April 1.

ARTICLE 14 **CLOTHING AND MAINTENANCE ALLOWANCES**

(a) 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.

(b) 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.

(c) After the initial issuance of a ballistic vest to an employee, the Employer will pay for one (1) ballistic vest upon its (vest) expiration, contingent upon the Employer continuing to receive a grant which is utilized to purchase new ballistic vests. In the event the Employer does not continue to receive this grant, it shall have no obligation to purchase an employee a vest after it expires. However, the Employer will use reasonable efforts to obtain a new grant for ballistics vests, should its current grant be cancelled.

(d) 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.

(e) 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.

(f) 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.

(g) 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.

(h) Any item necessary to the employee's employment, except firearms, may be charged to the employee's clothing allowance. Any necessary items of clothing or equipment 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 will not replace or repair personal or optional equipment, including electronics, that are not reasonably required as a part of work.

ARTICLE 15 **HOSPITALIZATION AND LIFE INSURANCE**

Section 1 – 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) The Village will provide each employee with \$50,000 of term life insurance.

Section 2 – Post-Employment Health Plan (VEBA)

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

4211. Section 1.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.

ARTICLE 16 **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 17
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 compensatory 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 18
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.

ARTICLE 19
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 20
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 21
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 22
APPLICATION OF THIS AGREEMENT TO FULL-TIME POLICE OFFICERS

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 23
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 24
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 25 **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 26 **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.

ARTICLE 27
DURATION OF AGREEMENT

This Agreement and its provisions shall be effective as of May 1, 2023, and shall continue in full force and effect until April 30, 2026, 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

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this _____ day of _____, 20____.

VILLAGE OF BRADLEY, ILLINOIS

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

Village President

Richard Stenpe 5/1/24

Village Clerk

APPENDIX A

DISCIPLINARY ELECTION AND WAIVER

Grievance Option

The undersigned, being informed that the Village intends to impose disciplinary action or the filing of charges against me at the Village's Board of Fire and Police Commissioners, elects to pursue a grievance over such discipline according to the provisions of the collective bargaining agreement between the Illinois Fraternal Order of Police Labor Council and the Village of Bradley. I agree that by pursuing a grievance I am waiving a hearing and/or appeal of the discipline before the Village of Bradley Board of Fire and Police Commissioners.

Signed:

Date

Police Commission Option

The undersigned, being informed of charges pending against me at the Village's Board of Fire and Police Commissioners, elects to have the discipline reviewed by the Village of Bradley's Board of Fire and Police Commissioners pursuant to 65 ILCS 5/10 *et seq.* I agree that by having the discipline reviewed by the Village of Bradley's Board of Fire and Police Commissioners I am forever waiving all rights to grieve imposition of the discipline.

Signed:

Date

APPENDIX B

GRIEVANCE

(use additional sheets where necessary)

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



Date Filed: _____

Department: _____

Grievant's Name: _____

Last

First

M.I.

STEP ONE

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

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

Briefly state the facts:

Remedy Sought:

, in part and in whole, make grievant(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 C

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 06/28/2018
Post JANUS

VILLAGE OF BRADLEY

RESOLUTION NO. R-01-24-09

**A RESOLUTION AUTHORIZING A LABOR AGREEMENT BY AND BETWEEN THE
VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, AND THE ILLINOIS
FRATERNAL ORDER OF POLICE LABOR COUNCIL, *ET AL***

**ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BRADLEY**

THIS 8th DAY OF JANUARY 2024

**Published in pamphlet form by the authority of the Board of Trustees of the Village of Bradley,
Kankakee County, Illinois this 8th day of January 2024**

RESOLUTION NO. R-01-24-09

A RESOLUTION AUTHORIZING A LABOR AGREEMENT BY AND BETWEEN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, AND THE ILLINOIS FRANTERNAL ORDER OF POLICE LABOR COUNCIL, *ET AL*

WHEREAS, the President and Board of Trustees of the Village of Bradley, Kankakee County, Illinois, have the authority to adopt resolutions and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

WHEREAS, pursuant to Section 2-3-8 of the Illinois Municipal Code (65 ILCS 5/2-3-8), the Corporate Authorities of the Village of Bradley have authority to enter into contracts that serve the Village's legitimate corporate purposes; and

WHEREAS, the Corporate Authorities of the Village previously exercised the Village's authority to contract and entered into a Labor Agreement (the "Agreement") with the Illinois Fraternal Order of Police Labor Council, *et al.* (the "IFOP"); and

WHEREAS, the Corporate Authorities of the Village had determined that the terms and provisions of the Agreement are reasonable and acceptable to the Village and that entering into the Agreement is in the best interests of the Village and its citizens.

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:

SECTION 1. The President and Board of Trustees hereby find that all of the recitals contained in the preamble to this Resolution are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.

SECTION 2. The Labor Agreement, attached hereto as "Exhibit 1" and fully incorporated herein, is hereby approved in form and substance and the Village President is hereby authorized and directed to execute said Agreement on behalf of the Village.

SECTION 3. The Village President is further authorized to take any and all actions, including but not limited to the execution of any and all documents, that are, in his opinion, necessary to enter into the Labor Agreement.

SECTION 4. In the event that any provision or provisions, portion or portions, or clause or clauses of this Resolution shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Resolution that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

SECTION 5. All ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Resolution, are hereby repealed to the extent of the conflict.

SECTION 6. The Village Clerk is hereby directed to publish this Resolution in pamphlet form.

SECTION 7. This Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED by the Board of Trustees on a roll call vote on the 8th day of January 2024.

TRUSTEES:

RYAN LEBRAN	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
BRIAN BILLINGSLEY	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
DARREN WESTPHAL	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
BRIAN TIERI	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
GRANT D. VANDENHOUT	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
GENE JORDAN	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>

VILLAGE PRESIDENT:

MICHAEL WATSON Aye - Nay - Absent -

TOTALS: Aye - 6 Nay - 0 Absent - 0

ATTEST:


KELLI BRZA, VILLAGE CLERK

APPROVED this 8th day of January 2024.


MICHAEL WATSON, VILLAGE PRESIDENT

ATTEST:

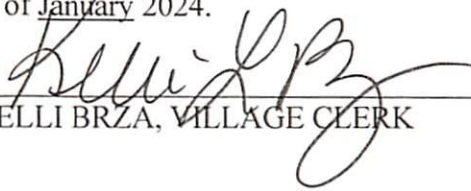

KELLI BRZA, VILLAGE CLERK



STATE OF ILLINOIS)
) §§
COUNTY OF KANKAKEE)

I, Kelli Brza, Village Clerk of the Village of Bradley, County of Kankakee and State of Illinois, DO HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Resolution number R-01-24-09, "A RESOLUTION AUTHORIZING A LABOR AGREEMENT BY AND BETWEEN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, AND THE ILLINOIS FRANTERNAL ORDER OF POLICE LABOR COUNCIL, *ET AL*," which was adopted by the Village President and Board of Trustees at a meeting held on the 8th day of January 2024.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 8th day of January 2024.



KELLI BRZA, VILLAGE CLERK



EXHIBIT 1