

# **AGREEMENT**

## **ILLINOIS FOP LABOR COUNCIL**

---

**and**

## **VILLAGE OF NORTH AURORA**

**Police Sergeants**

**June 1, 2021 – May 31, 2024**

<b>INTRODUCTION</b>	4
<b>PREAMBLE</b>	4
<b>ARTICLE I - RECOGNITION &amp; INTRODUCTORY CLAUSES</b>	4
1.1 Recognition	4
1.2 Membership	4
1.3 Fair Application of Rules	5
<b>ARTICLE II - MANAGEMENT RIGHTS</b>	5
2.1 Rights of Employer	5
<b>ARTICLE III - NO STRIKES, NO LOCKOUTS</b>	6
3.1 No Strike/Lockout Commitment	6
3.2 Resumption of Operations	6
3.3 No Lockout	6
3.4 Judicial Restraint	6
3.5 Discipline of Strikers	6
<b>ARTICLE IV – UNION VILLAGE RELATIONS</b>	7
4.1 Bulletin Board	7
4.2 Public Information	7
4.3 No Discrimination	7
4.4 Dues Check Off and Fair Share Deductions	8
4.5 Bona Fide Religious Belief	8
4.6 Union Representatives and Visitation	8
<b>ARTICLE V - DISCIPLINARY INVESTIGATION PROCEDURES</b>	9
5.1 Police Officers' Bill Of Rights	9
5.2 Disciplinary Publicity	10
5.3 Investigation Time Limits	10
<b>ARTICLE VI – GRIEVANCE PROCEDURE</b>	10
6.1 Purpose and Filing Deadlines	10
6.2 Definitions	10
6.3 Procedures	11
<b>ARTICLE VII - DISCIPLINE AND DISMISSAL</b>	13
7.1 Employee Security	13
7.2 Performance Evaluation & Discipline	13
7.3 Access to Personnel Files	13
7.4 Removal of Information From Personnel Files	13
7.5 Disciplinary Sequence	13
7.6 Disciplinary Appeals	14
<b>ARTICLE VIII - SENIORITY</b>	15
8.1 Definition of Seniority	15
8.2 Rank Seniority	15
8.3 Hiring Date Conflicts	15
8.4 Seniority List	15
8.5 Lay-Off and Re-Call	16
8.6 Accrual and Non-Accrual of Seniority	17
8.7 Seniority and Vacation Scheduling	17
8.8 Seniority, Shift Scheduling and Days Off	17

8.9 Seniority and Overtime .....	17
8.10 Seniority and Rescheduling (Trading) of Shifts .....	18
<b>ARTICLE IX EMPLOYMENT PRACTICES &amp; PROCEDURES .....</b>	<b>19</b>
9.1 Court Time Compensation.....	19
9.2 Call - In Compensation .....	19
9.3 Residency Requirement .....	19
9.4 Uniforms and Equipment.....	19
9.5 Overtime Compensation and Compensatory Time.....	20
9.6 Secondary Employment.....	23
<b>ARTICLE X - HOLIDAYS AND LEAVES .....</b>	<b>23</b>
10.1 Holidays .....	23
10.2 Personal Leave Days.....	23
10.3 Sick Leave.....	24
10.4 Bereavement Leave.....	25
10.5 Jury Duty Leave, Court Leave.....	25
10.6 Attendance at Meetings.....	25
<b>ARTICLE XI - VACATION LEAVE .....</b>	<b>26</b>
11.1 Earned Paid Vacation Requirements .....	26
<b>ARTICLE XII - HEALTH &amp; WELFARE BENEFITS.....</b>	<b>27</b>
12.1 Medical/Hospitalization/Life/Dental Insurance.....	27
12.2 Life Insurance .....	27
12.3 North Aurora Police Pension Plan.....	27
12.4 Ongoing Professional Training.....	27
12.5 Educational Expense Reimbursement.....	29
<b>ARTICLE XIII - BASE SALARY LEVELS &amp; PREMIUM RATES.....</b>	<b>29</b>
13.1 Rates.....	29
13.2 Progression through the Steps.....	30
13.3 On Call Pay.....	30
<b>ARTICLE XIV MISCELLANEOUS WORKING CONDITIONS .....</b>	<b>30</b>
14.1 Sergeant Deployment & Shift Scheduling.....	31
14.2 Drug Screening .....	31
<b>ARTICLE XV – SEVERABILITY .....</b>	<b>31</b>
<b>ARTICLE XVI - ENTIRE AGREEMENT .....</b>	<b>31</b>
<b>ARTICLE XVH- DURATION .....</b>	<b>32</b>
<b>APPENDIX A Dues Authorization Form .....</b>	<b>34</b>
<b>APPENDIX B UODA.....</b>	<b>35</b>
<b>APPENDIX C Grievance Form .....</b>	<b>38</b>
<b>APPENDIX D North Aurora G.O. 14.01 .....</b>	<b>41</b>
<b>APPENDIX E INSURANCE COMMITTEE LETTER OF AGREEMENT .....</b>	<b>45</b>
<b>APPENDIX F SIDE LETTER TO COLLECTIVE.....</b>	<b>46</b>

## **INTRODUCTION**

This Agreement is voluntarily entered into by and between the Village of North Aurora, Kane County, Illinois, hereinafter referred to as the "Village" and the Illinois Fraternal Order of Police Labor Council, hereinafter referred to as the "Union," or "Labor Council" as the exclusive Collective Bargaining Agent for the employees of the Village of North Aurora who are described in the Collective Bargaining Unit described herein.

## **PREAMBLE**

The Union, having been certified by the Illinois Labor Relations Board as the exclusive Collective Bargaining Agent for all full-time Sworn Police Officers of the rank of Sergeant employed by the Village, and the Village, having voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting certain relations between them, and the intention of the parties to this Agreement being to provide for the appropriate wage structure, hours of employment, working conditions and benefits, and orderly and expeditious Grievance Procedure, all as set forth herein, the parties therefore agree to the following:

## **ARTICLE I - RECOGNITION & INTRODUCTORY CLAUSES**

### **1.1 Recognition**

Pursuant to the certification by the Illinois State Labor Relations Board Case No. S-RC-10-073, the Village hereby recognizes the Illinois Fraternal Order of Police Labor Council as the sole and exclusive bargaining representative for the purpose of collective bargaining on any and all matters related to wages, hours, and working conditions for employees in the following unit:

Included: All persons employed full time by the Village of North Aurora in its police department, in the following rank or title:  
Sergeant.

Excluded: All other employees employed with the Village of North Aurora.

### **1.2 Membership**

As used herein, the term Sergeant shall refer to all those persons included in the Collective Bargaining Unit described above.

### **1.3 Fair Application of Rules**

Work rules, policies, orders and directives are to be interpreted and applied fairly to all employees.

## **ARTICLE II - MANAGEMENT RIGHTS**

### **2.1 Rights of Employer**

Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, including, but not limited to the right to make and implement decisions with respect to the following matters without having to negotiate over such decisions or the effects of such decisions: to establish, plan, direct, control and determine the budget and all the operations, services, policies and missions of the Village to supervise and direct the working forces; to establish the qualifications for employment and job positions and to employ employees; to determine examination criteria and techniques and to conduct examinations; to schedule and assign work, to assign, transfer and reassign employees; to establish specialty positions and to select personnel to fill them; to establish work, performance and productivity standards and, from time to time, to change those standards; to assign overtime; to purchase or contract out for goods and services; to determine the methods, means, organization and number of personnel such operations and services shall be made or purchased, to make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to evaluate promote or demote employees; to establish reasonable physical and mental standards for employees; to determine whether work and/or services are to be provided by employees covered by this Agreement (including which employees) or by other employees or persons not covered by this Agreement; to discipline, suspend and discharge non-probationary employees for just cause (probationary employees without cause), to change or eliminate existing methods, equipment or facilities or introduce new ones; to determine the policies affecting the training of employees, to determine training needs and assign employees to training; to determine work hours (shift hours), to establish, change, add to or reduce the number of hours, shifts, tours of duty and schedules to be worked; to adopt change or modify work rules; to determine internal investigation procedures, to do all things expressly granted and reserved exclusively to the Village under Illinois Compiled Statutes 5 ILCS 315/4 or as modified, to take any and all actions as may be necessary to carryout the mission of the Village and the Police Department in the event of civil emergency as may be declared by the Village president, Chief of Police, or their authorized designees, which may include, but not be limited to, riots, civil disorders, tornado conditions, floods or other catastrophes. In the event of such emergency action, the provisions of this Agreement, other than compensation provision, may be suspended, if necessary, provided that all provisions of this Agreement shall be immediately reinstated once the

local disaster or emergency condition ceases to exist, and to carry out the mission of the Village.

## **ARTICLE III - NO STRIKES, NO LOCKOUTS**

### **3.1 No Strike/Lockout Commitment**

Neither the Illinois Fraternal Order of Police Labor Council or any member Sergeant shall call, institute, authorize, participate in, sanction, encourage or ratify any strike, work stoppage or other concerted refusal to perform duties by any Sergeant or Sergeant group, or other concerted interference with, in whole or in part, the full, faithful and proper performance of the duties of employment with Employer. Members shall not refuse to cross any picket line, by whomever established.

### **3.2 Resumption of Operations**

In the event of an action prohibited by §1 of this Article, the Illinois Fraternal Order of Police Labor Council and its member Sergeants of the North Aurora Police Department shall immediately disavow such action and direct, both orally and in writing, that member Police Sergeants return to work without delay and shall use its best efforts to achieve a prompt resumption of normal operations. The Illinois Fraternal Order of Police Labor Council shall not incur liability for any damages, direct or indirect, upon complying with the requirements of this section.

### **3.3 No Lockout**

The Village will not lock out any Employees during the term of this Agreement as a result of a labor dispute with the Union.

### **3.4 Judicial Restraint**

Nothing contained herein shall preclude the Village, or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

### **3.5 Discipline of Strikers**

Any member who violates the provisions of this Article shall be subject to immediate discharge. Any action taken by the Employer against any member who participates in actions prohibited by § 1 of this Article shall not be considered as a violation of this Agreement and shall not be subject to the agreed upon grievance procedure in Article VI of this Agreement; except that the issue of whether a member Sergeant in fact

participated in a prohibited action under § 1 of this Article shall be subject to the agreed grievance procedure in Article VI of this Agreement. In no case shall any Sergeant or Steward of the Union be disciplined for the failure of any or all employees to obey their directives pursuant to §2 of this Article.

## **ARTICLE IV - UNION/VILLAGE RELATIONS**

### **4.1 Bulletin Board**

A Union Bulletin Board of reasonable size shall be available for use in an area of the Police Department agreeable to the parties. Such Bulletin Board shall be available for the posting of notices and materials relating to Union activities. Such materials shall be identified with the name of the Union and shall be signed or otherwise authenticated by an appropriate officer or representative thereof. Such materials shall not be derogatory of any person associated with the Village and shall not include items which are primarily endorsements of candidates for political office (other than offices of the Union).

### **4.2 Public Information**

The Village shall make available to the Union, upon written request, normal and usual public information, including relevant financial data and statistics which are pertinent to the conduct of negotiations, the processing of grievances; or the enforcement of the terms of this Agreement. Such materials shall be provided within ten (10) working days, wherever possible, following a written request of the Union. If unable to provide such materials within ten (10) working days, the Village shall advise the Union of its need for additional time and the Union agrees that, within reason, additional time maybe granted. The Village shall not be obligated hereunder to research or compile data or to provide the same information more than once.

### **4.3 No Discrimination**

Neither the Village nor the Union shall discriminate against any employee because of race, creed, color, national origin, sex, or physical or emotional disability as defined by the Americans with Disabilities Act, or Union activities. Violations of this section shall not be subject to the grievance and arbitration provisions of this agreement. Violations of this section must be pursued through the appropriate State or Federal agencies or courts.

#### **4.4 Dues Check Off**

The Village shall deduct Union Dues from the salary of each member employee covered by this Agreement in amounts as determined by the Union, and, shall promptly transmit such funds to the Union, provided the amounts to be deducted shall be uniform for each Union member and provided the deduction is authorized by the member on written authorization form (attached hereto as Appendix "A"). Union Dues shall be deducted from the salaries of employees and transmitted to the Union on the same schedule (i.e. every pay day) that the Village normally pays its Police Department employees. The Village shall provide the Labor Council within thirty (30) days of hire, the name, address, classification, rate of salary and starting date of any new employee hired into the Labor Council's bargaining unit.

When the Village makes such deductions for Union Dues and remits these funds to the Union, the Union shall indemnify, hold harmless and defend the Village, its Police Department, its elected officials, agents and employees in any action, complaint or suit or other proceeding which may be brought under §5 of this Article.

#### **4.5 Bona Fide Religious Belief**

This Article shall not be enforced in a manner inconsistent with §6g of the Illinois Public Labor Relations Act based upon the bona fide religious tenets or teachings of a church or religious body or which such employees are members provided, however that such employees be required to pay an amount equal to a lawful fair share to a non-religious charitable organization mutually agreed upon by the affected members and the Union.

#### **4.6 Union Representatives and Visitation**

The Village recognizes the right of the Union to elect, appoint, or otherwise name up to two (2) Sworn North Aurora Police Sergeants as local Labor Council representatives of the Union. The names of these two (2) Union representatives, along with their designated titles, shall be provided to the North Aurora Chief of Police or his designee immediately upon the conclusion of the negotiation of this Agreement, or at such other time as the identities of the four North Aurora Chapter Officers becomes known. Any subsequent changes in the names or titles of these Union representatives shall also be provided to the Chief of Police or his designee as such changes occur.

These Union representatives shall be deemed to be the Union's official on-site spokespersons. However, these on-site Union representatives shall not conduct Union business during regular working hours except with the permission of the Chief of Police or his designee or except in the carrying out of certain time-sensitive functions such as Grievance handling or the resolution of disputes between the Village and Union members.



Members of the bargaining unit selected to serve, as authorized representatives of the Illinois Fraternal Order of Police Labor Council shall be certified in writing to the Employer. Each representative will be expected to perform his duties as representative on his own time. However, it is recognized that, from time to time, it will be necessary for the Union to carry on its activities during working hours; for example, investigation and processing of complaints, disputes and grievances as well as Labor Management meetings and/or negotiations. Where such activities are necessarily or reasonably to be performed during working hours, they may be done without loss of pay (i.e. "on duty") to the representative involved, provided that the representative obtains permission from the Chief of Police or his designee unless emergency circumstances, i.e., officer involved shooting or similar situation, requiring immediate action. On-duty activities will be limited to one (1) member at any one time and that member will remain in an available and on call status should the need arise.

As many as two (2) members may participate in negotiating sessions, but only one shall be paid at any given time, without interfering with normal Police Department duties. Generally, the two (2) North Aurora Police Sergeants who participate in contract negotiations shall be the same individuals who are local Labor Council Officers of the Union.

## **ARTICLE V - DISCIPLINARY INVESTIGATION PROCEDURES**

### **5.1 Police Officers' Bill Of Rights**

The Village agrees to abide by the Uniform Peace Officers' Disciplinary Act, (50 ILCS 725/1), commonly known as the Police Officers' Bill Of Rights. In the event a Sworn Police Sergeant covered by this Agreement has reason to believe that the Village has violated the Uniform Peace Officers' Disciplinary Act, he or she will have the opportunity of filing a Grievance under the terms of this Agreement or, separately, filing an action in a court of law. The Village further agrees to abide by all applicable legal requirements, under appropriate State and Federal legislation concerning the right of employees to refuse to submit to oral or written investigatory interviews without Union representation where the employee reasonably believes that such interviews might result in disciplinary action. The Uniform Peace Officers' Disciplinary Act is hereby incorporated by reference and attached to this Agreement as Appendix B.

Pursuant to the Uniform Peace Officers' Disciplinary Act (50 ILCS 725/1), the term "affidavit" as described in §3.8(b) of the Act shall mean an affidavit sworn and subscribed to by an eyewitness with actual and personal knowledge of the event complained of.

Nothing in this section is intended to or should be construed to waive employees' right to Union representation during questioning that the employees reasonably believe may

lead to discipline. Employees shall have such rights as set forth in the United States Supreme Court decision in *NLRB v. Weingarten*, 20 U.S. 251 (1975) and Department of Central Management Services and Corrections (Morgan) decision I PERI par. 2020 (ISLRB, 1986)

## **5.2 Disciplinary Publicity**

The Employer shall not cause Sergeants being questioned to be subjected to visits by the press or news media, nor shall their home address or photograph be given to the press or news media without the Sergeants express written consent.

## **5.3 Investigation Time Limits**

All Village and/or Police Department investigations of North Aurora Police Sergeants who are accused of misconduct or violations of Village ordinances or Police Department rules and regulations shall be limited to sixty (60) calendar days from the dates such investigations are initiated to the dates that charges are formally filed or such investigations are terminated without charges being filed. At the end of sixty (60) days, any investigatory findings shall be disclosed to the Sergeant under investigation. However, the sixty (60) day time limit may be extended on a day-for-day basis to reflect any days that the Officer under investigation was not working for reasons of absenteeism, vacation, sickness, disability, bereavement or other normally recognized reasons for absence.

# **ARTICLE VI – GRIEVANCE PROCEDURE**

## **6.1 Purpose and Filing Deadlines**

It is the purpose of this Grievance Procedure to resolve as promptly and as expeditiously as possible any allegations by the Union and/or its members of any misinterpretation or misapplication of the terms of this Agreement. Any Grievance filed under the terms of this Article must be initiated not later than ten (10) working days after the occurrence of the event that prompts the Grievance, or not later than ten (10) working days after the Sergeant or Union reasonably becomes aware or, if the Grievance describes an ongoing situation, it must be filed not later than ten (10) working days after the underlying situation becomes known to either the Union or the member or members who file the Grievance.

## **6.2 Definitions**

- 1) Grievance shall mean an allegation by the Union or by an affected member that there has been a violation, misinterpretation or misapplication of any provision of this Agreement;
- 2) Any employee covered by this Agreement may be represented by a Union official, staff representative, on-site representative or attorney at any meeting, hearing, or appeal relating to a Grievance, which has been formally presented;
- 3) The President of the Union or the appropriate designee shall be advised of any meeting, hearing or appeal relating to a Grievance which has been formally presented and a representative of the Union shall have the right to attend and participate in any such meeting, hearing or appeal;
- 4) The failure of the Grievant to act on any Grievance within the prescribed time limits articulated elsewhere in this Article will act as a bar to any further appeal within this Grievance Procedure. If the Village's designated representative shall neglect to proceed to render a decision within the time limits, the Grievance may be advanced to the next step of the Grievance Procedure. Time limits, may, however, be extended by mutual agreement;
- 5) The term "Working Days," as it applies to the Grievance Procedure described in this Agreement, shall mean Monday through Friday excluding weekends and Village Holidays.

### **6.3 Procedures**

The party asserting a Grievance shall attempt to resolve the problem through informal communication with the immediate supervisor,

**STEP 1** If the informal process with the immediate supervisor shall fail to resolve the problem, the Grievance may be formally presented in writing to the appropriate Lieutenant utilizing the form contained in appendix C. The filing of the formal written Grievance at this step must be within ten (10) working days of the date of the occurrence giving rise to the Grievance or from the date when the Grievant might reasonably have become aware of the incident or situation that results in the filing of the Grievance. Upon receipt of the formal written Grievance, the Lieutenant will arrange for a meeting to be held within ten (10) working days to review the Grievance. The formal Grievance shall clearly, identify all Grievants, summarize all relevant facts, identify all provisions of the Agreement allegedly violated, and describe the remedy which is requested. The Lieutenant shall provide a written answer to the Grievant (with a copy to the Union if the Union is not the Grievant) within ten (10) working days, of the meeting. The answer shall include the reasons for any decision contained in the Village's response to the Grievance;

**STEP 2** If the Grievance is not resolved at the preceding step, the Union may refer it to the Chief of Police or his designee by filing the same in writing within ten (10) working days of receipt of the answer from the previous Lieutenant level. The Chief of Police or his designee will arrange for a meeting to be held within the ten (10) working days of such referral to review the Grievance. Each party shall have the right to include in its presentation such witnesses as it deems necessary to develop facts pertinent to the Grievance. A written answer, including reason(s), shall be provided to the Grievant within ten (10) working days of the meeting provided for in this paragraph. In the event the Grievance arises from a decision or action made by the Chief of Police the Grievance may be initiated at Step 3 of this Article provided the time limits set forth in Step 1 of this Article are adhered to;

**STEP 3** If the Grievance is not resolved at the preceding step, the Union may refer it to the Village President or the Village President's designee by filing the same in writing within ten (10) working days of receipt of the answer from the previous Chief of Police level. The Village President or his designee will arrange for a meeting to be held within the ten (10) working days of such referral to review the Grievance. Each party shall have the right to include in its presentation such witnesses as it deems necessary to develop facts pertinent to the Grievance. A written answer, including reason(s), shall be provided to the Grievant within ten (10) working days of the meeting provided for in this paragraph. In the event the Grievance arises from a decision or action made by the Village President or Board of Trustees, the Grievance may be initiated at Step 3 provided the time limits set forth in Step 1 of this Article are adhered to;

**STEP 4** If the Grievance is not resolved at the Village President level, the Union may submit it to binding arbitration, provided written notice indicating such is filed with the Village President's office within ten (10) working days of the answer rendered by the Village President's office, or if no answer is filed, within ten (10) working days of the last day on which such answer was due.

The Union shall promptly request the Federal Mediation and Conciliation Service (FMCS) to provide a panel of qualified Arbitrators. Within seven (7) business days after receipt of the list from FMCS the two parties shall alternately strike one name at a time from the list, with the party striking first being determined by a toss of the coin. The arbitrator thus selected shall decide the merits of the grievance.

In making his/her recommendation, the Arbitrator shall not add to or enlarge upon this Agreement, and any suggested remedy, if appropriate, shall conform to Illinois law. The fees and expenses of the Arbitrator and the American Arbitration Association shall be shared equally by the Village and the Union. The parties likewise shall share the expenses of any transcript(s) which they may jointly request, but all other expenses which may be incurred by either party shall be borne by that party.

## **ARTICLE VII - DISCIPLINE AND DISMISSAL**

### **7.1 Employee Security**

Disciplinary action (oral reprimand, written reprimand, suspension or discharge) may only be imposed on an employee for just cause. The Village shall ordinarily follow the tenets of progressive discipline unless the facts and circumstances of the case require otherwise.

### **7.2 Performance Evaluation & Discipline**

Any officer undergoing a performance evaluation shall have the opportunity of indicating his or her approval or disapproval of the evaluation by marking an appropriate "Approval" or "No Approval" box on the evaluation form and placing his or her signature near the box. Discipline resulting from the performance evaluation process may only be imposed after following the procedures of Article V. An officer questioning his or her evaluation shall have the opportunity to meet with the supervisor conducting the evaluation.

### **7.3 Access to Personnel Files**

Personnel files kept by the Village on all full-time Sworn Police Sergeants shall be made available pursuant to the Illinois Personnel Record Review Act, 820 ILCS 40/ et seq.

### **7.4 Removal of Information From Personnel Files**

Oral reprimands that are older than twelve (12) months shall not be used against the Officer for purposes of progressive discipline provided the infractions listed in the oral reprimand have not been repeated twelve (12) months from the date of the oral reprimand. Written reprimands that are older than twenty-four (24) months shall not be used against the Officer for purposes of progressive discipline provided the infractions listed in the written reprimand have not been repeated twenty-four (24) months from the date of the written reprimand.

### **7.5 Disciplinary Sequence**

The typical disciplinary sequence for any employee covered by this Agreement shall be: (1) Verbal Warning; (2) Written Warning, with a copy to the employee's personnel file, (3) Suspension; (4) Dismissal.

Disciplinary action, up to and including termination of employment, shall be for a violation of a Village ordinance, or County or State or Federal law, or for a violation of Police Department policy or rules and regulations, so long as such rules and regulations

have previously been reduced to writing and distributed to, posted or otherwise made available to all full-time North Aurora Police Officers covered by this Agreement. Any such disciplinary action shall be administered in a timely and progressive manner except that suspension or dismissal may result as the first step in the disciplinary procedure depending on the circumstances and severity of the offense.

## **7.6 Disciplinary Appeals**

The parties agree that the Chief of Police (or the Chief's designee) shall have the right to suspend a non-probationary officer for up to thirty (30) days or dismiss a non-probationary officer for just cause, without filing charges with the Village Board of Fire and Police Commissioners. Neither the Police Chief nor the Village or their agents will file charges asking the Board of Fire and Police Commissioners to impose discipline on any non-probationary bargaining unit employee; instead all such discipline shall be imposed by the Police Chief or his designee. The decision of the Police Chief or the Chief's designee with respect to the suspension or dismissal action shall be deemed final, subject only to the review of said decision through the grievance and arbitration procedure. The sole recourse for appealing any such decision by the Chief of Police shall be for the employee to file a grievance as described herein.

If the employee elects to file a grievance as to his or her suspension or dismissal, the grievance shall be processed in accordance with Article 6 of this Agreement, except that it shall be filed at Step 4 of the procedure. If the grievance proceeds to arbitration and the arbitrator determines that the disciplinary action was not supported by just cause the arbitrator shall have the authority to rescind or to modify the disciplinary action and order back pay, or a portion thereof. No relief shall be available from the Board of Fire and Police Commissioners with respect to any matter which is subject to the grievance and arbitration procedure set forth in Article 6 of this Agreement. Any appeal of an arbitrator's award shall be in accordance with the provisions of the Uniform Arbitration Act as provided by Section 8 of the IPLRA.

Pursuant to Section 15 of the IPLRA and 65 ILCS § 10-2.1-17, the parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Agreement, and the foregoing provisions with respect to the appeal and review of suspension or discharge decisions shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be the Rules and Regulations of the Village Board of Fire and Police Commissioners, which is divested of jurisdiction to hear disciplinary matters involving bargaining unit members.

Discipline of probationary officers, as well as any verbal warnings, written reprimands or written warnings shall not be subject to the grievance and arbitration procedure.

## **ARTICLE VIII - SENIORITY**

### **8.1 Definition of Seniority**

The Village and the Union recognize that the Police Department seniority shall date from the employee's earliest date of continuous service as a full-time Sworn North Aurora Police Officer regardless of rank.

Pursuant to the terms of this Article, Police Department seniority shall be utilized to determine the status of individual Police Officers in matters of reduction in force, vacation, shift scheduling, days off selection and opportunities to work overtime as well as such other, matters that may arise from time to time and which may require a fair and equitable means of choosing one employee over another. Police Department seniority shall also be a consideration for transfers, promotions, opportunities to bid for specific assignments and training opportunities. However, in all cases, the seniority rights of full-time Sworn North Aurora Police Sergeants shall take precedence over any seniority rights deemed to be held by part-time Officers, temporary Officers, retired Officers who have returned to work on a part-time basis, and any other employees who are not full-time sworn North Aurora Police Officers.

### **8.2 Rank Seniority**

Time in rank seniority may be considered in making assignments among the sergeants when all other qualifications are equal.

### **8.3 Hiring Date Conflicts**

In the event that more than one employee covered by this Agreement has the same date of hire, Police Department seniority of the employees involved shall be resolved based on the order in which their names first appeared on the Village and/or Police Department eligibility list, with the earliest name appearing on the list being the most senior Officer.

### **8.4 Seniority List**

The Village agrees to prepare a Police Department Seniority List and a Rank Seniority List on an annual basis, not later than December 31st of each year, and to provide the Union with a copy of such list, which the Union may then post on its Union bulletin board. In the event of errors or disputes over names or dates appearing on either Seniority List, the Union will call these matters to the attention of the Village as they arise. As new Sworn Police Officers are hired or promoted or as others leave the

employ of the Village, their names shall be added to or removed from the Seniority Lists not later than thirty (30) days from the date of such changes. The Village agrees to provide the Union with such updated Seniority Lists as they become available.

## **8.5 Lay-Off and Re-Call**

### **Lay-Off**

The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off and recalled in accordance with Illinois Statutes (65 ILCS 5/10-2.1-18).

Except in an emergency, no layoff will occur without at least thirty (30) calendar days' notification to the affected Member and the Council. The Village agrees to consult the Council, upon request, and afford the Council an opportunity to propose alternatives to the layoff, though such consultation shall not be used to delay the layoff. Employees on layoff do not accrue seniority during the period of the layoff.

Any Member who has been laid off shall be placed on the appropriate reinstatement list for up to two (2) years.

If it is determined that lay-offs of Officers who perform the duties of full-time sworn Officers are necessary due to lack of work, lack of funds or other legitimate business reasons, the Village agrees that no covered member shall be laid off prior to the lay-off of any part-time sworn Officers. If it is determined that lay-offs of employees who perform the duties of a full-time Officer are necessary due to lack of work, lack of funds or other legitimate business reasons, the Employer agrees that no covered member shall be laid off prior to the lay-off of any part-time, temporary or contractual sworn Officers.

### **Re-Call**

Covered members shall be recalled by seniority in the inverse order of their lay-off and be provided a fourteen (14) calendar day notice of recall by certified or registered mail, return receipt requested, with a copy to the Labor Council. If the covered member does not respond within fourteen (14) calendar days after receipt of the notice, the Village may go to the next name on the recall list and the covered member will be deleted from the list. Covered members who establish to the Village that their failure to report/respond was due to extenuating circumstances beyond their control and occurred through no fault of their own will not be removed from the recall list, but they will forfeit their right to recall for the position(s) they failed to make a timely response. The Village shall be deemed to have met its notice obligation by mailing notice to the last mailing address provided by the employee.



## **8.6 Accrual and Non-Accrual of Seniority**

Seniority shall accrue on a continuous basis from the employee's earliest date of continuous service as a full-time Sworn North Aurora Police Officer regardless of rank and shall be a factor in Departmental decisions as depicted in Article VIII of this Agreement. Seniority shall not accrue during any periods in which a Sergeant is on an unpaid authorized leave of absence or an unpaid disciplinary suspension in excess of thirty (30) days. However, seniority shall continue to accrue during any sick leave or disability leave that an employee may experience, provided that such leave does not exceed twelve (12) months. After twelve (12) months of continuous sick leave or continuous disability leave, employees shall not continue to accrue seniority. However, any seniority such employees have accrued up to that point shall continue to be carried by the Village in their names. Further, any employees who return to work as full-time Sworn Police Sergeants following extended sick leaves or extended disability leaves shall be entitled to claim and exercise all Police Department seniority they have accumulated up to the point that their seniority ceased to accrue and, upon their return to active duty, the seniority of such employees shall once again continue to accrue.

Seniority shall be terminated whenever an employee resigns, is discharged for cause, retires, or has been laid off during a reduction in force and not called back for two (2) years.

## **8.7 Seniority and Vacation Scheduling**

Wherever possible, vacation periods shall be selected and scheduled prior to November 30th of each year for vacations that will be taken later in the current year. Vacations shall be selected and scheduled based on Police Department seniority within the Police Department. Additionally, consideration for vacation scheduling shall include the shift assignment of the Sergeant. If the vacation time is taken in split segments, the first segment is picked by seniority and the second segment is picked after those less senior have had the opportunity to select a vacation segment.

## **8.8 Seniority, Shift Scheduling and Days Off**

Pursuant to Article VIII of this Agreement, the Village agrees that seniority shall be the determining factor in allowing Sergeants to bid on or otherwise select the shifts they will work and the days they will be off.

## **8.9 Seniority and Overtime**

Scheduled overtime assignments shall be based on Police Department seniority utilizing the Police Department Seniority List described in Article VIII §3, by utilizing a "sign up" sheet and Sergeants will be eligible for this sign up sheet, except if a particular level of training or expertise is required for a particular overtime assignment or detail, that assignment may be granted to an Officer or Sergeant of lesser seniority.

In the event of unscheduled overtime (i.e., sick call for a particular shift) the following procedure shall be followed:

- 1) Upon receipt of a sick call, the Supervisor shall notify each Officer, in the order of seniority regardless of rank, assigned to that particular shift. Only one (1) notification is required to each Officer to a telephone number provided by the Officer whether he/she answers or not. After the initial notification is made, the Supervisor may immediately continue on to the next Officer;
- 2) In the event the Supervisor is unable to reach an Officer utilizing the parameters set forth in No. 1 of Article VIII §9 the Supervisor shall then make a request to each Officer regardless of rank, in the order of seniority, to each currently working Officer at the time that the initial sick call was received,
- 3) Should each Officer refuse that was contacted pursuant to No 2 of Article. VIII §9, Officer(s) in the order of reverse seniority regardless of rank, will be ordered to cover the respective shift.

An Officer shall have the right to decline to work unscheduled overtime if another Officer of comparable training and skill levels is available and indicates a willingness to work the unscheduled overtime. Also, individual Officers who exercise their seniority rights in working either scheduled or unscheduled overtime shall be limited to a maximum of forty (40) hours of such overtime in any two-week pay period unless exigent circumstances exist as reasonably determined by the Chief of Police,

Nothing in this Agreement shall be construed as disallowing two (2) or more Officers from sharing an overtime shift.

#### **8.10 Seniority and Rescheduling (Trading) of Shifts**

The Village agrees that regularly scheduled shifts and regularly scheduled days off may periodically be voluntarily traded between individual Officers without regard to seniority or rank. In such instances, both Officers involved in a given shift trade must notify the Chief of Police or his designee of the starting time of the shift being traded. Also, such voluntary shift rescheduling must be reciprocal so that the Village will not be obligated to compensate either Officer at an overtime rate, unless the original shift being traded was to have been an overtime shift. Specifically, Sergeants and Patrol Officers or Investigators may exchange back and forth within patrol shifts unless Compensatory, Vacation or Holiday Time is being utilized as part of the trade. Nothing in this

Agreement shall prohibit the use of Compensatory, Vacation or Holiday Time to repay an Officer for working a shift.

## **ARTICLE IX EMPLOYMENT PRACTICES & PROCEDURES**

### **9.1 Court Time Compensation**

The Village agrees that all full-time sworn police Sergeants will be compensated for court appearances at the minimum rate of three (3) hours at the rate of one and one-half (1-1/2) times the regular rate of pay or compensatory time, at the Officer's discretion. A four (4) hour minimum rate of pay at the rate of one and one-half (1 1/2) times the regular rate of pay or compensatory time, at the Sergeant's discretion, for appearances at jury trials in which the Officer testifies. Sergeants shall receive two (2) hours at one-and-one-half (1½) their regular rate of pay per day as court readiness pay unless the Sergeant is notified by 5:00 p.m. on the prior business day that he/she was scheduled to appear that his/her appearance will not be necessary.

### **9.2 Call - In Compensation**

The Village agrees that any Sergeant who is called in at least one (1) hour prior to the start of a regularly scheduled shift, or who is called in on what would otherwise be a regularly scheduled day off, shall be compensated for a minimum of one (1) hour, to be paid at the normal overtime rate of pay or Compensatory Time, at the Officer's discretion, pursuant to §5 of this Article. For attendance to Staff Meetings outside a Sergeant's regular scheduled work period the minimum compensation shall be one and one half (1 ½) hours or actual time worked, whichever is greater, to be paid at the normal overtime rate of pay or Compensatory Time, at the Officer's discretion, pursuant to §5 of this Article. The use of flex time shall not be permitted to incur overtime under this provision.

### **9.3 Residency Requirement**

The bargaining unit and the Village of North Aurora agree to a twenty-five (25) mile radius residency requirement from the corporate limits of North Aurora.

### **9.4 Uniforms and Equipment**

The Village shall provide each sworn North Aurora Police Sergeant with an annual allotment of Eight Hundred and Fifty Dollars (\$850.00) per fiscal year for the replacement of uniforms and other related equipment. The annual allotment of Eight\_

Hundred and Fifty Dollars (\$850.00) will be paid to the Sergeants in one (1) installment on or before June 15 of each year, as a separate check, and count as taxable income.

The Village agrees to provide each sworn Sergeant with a new body armor vest and vest carrier, once every five (5) years. The Sergeant may upgrade the body armor vest supplied by the Village of North Aurora providing the Sergeant pays the difference in price.

The Village agrees that any employer driven changes to the uniform presently being worn will be provided for by the Employer at no cost to the employee.

## **9.5 Overtime Compensation and Compensatory Time**

Full-time Sworn Police Sergeants may be required to work overtime in both emergency and non-emergency situations. In either case, overtime shall be duly authorized and approved by a supervisor. Sergeants required to work overtime shall be compensated for such time at the rate of one and one-half (1 1/2) times the regular rate of pay in either cash or compensatory time off at the Sergeant's option. Nothing in this Section shall conflict with the holiday overtime rate described in Article X, Section 1 of this Agreement.

### **Alternative Work Schedule (2184 Hour Schedule)**

1. Patrol sergeants will work twelve (12) hour shifts. Based on operational needs and reasonable notice to the union, patrol sergeants may be assigned eight (8) or ten (10) hour shifts. If the assignment lasts more than thirty (30) days, the union will have the right to meet and confer with the police chief to determine the expected duration of the modified schedule. If no mutual agreement is reached on extending the modified schedule, the union will have the right to bargain with the employer over the impact of this continued schedule change. Pay periods remain eighty-four (84) hours paid in straight time.
  - a. The normal workday will be twelve (12) hours, generally from 6:00 a.m. to 6:00 p.m. or 6:00 p.m. to 6:00 a.m.
  - b. Specialty positions (employees assigned as detectives, traffic enforcement officer, community policing officer, etc.), may be assigned to work shifts other than twelve (12) hour shifts.
  - c. Specialty positions (employees assigned as detectives, traffic enforcement officer, community policing officer, etc.), shall be scheduled to work eighty-four (84) hours each 14 day period. Overtime shall be paid after eighty-four (84) hours has been worked in the fourteen (14) day pay period. Unless the Sergeant and the Village mutually agree, there shall be no reduction of hours (Duty Reduction Time).

1. The work cycle for purposes of 7(k) of the federal Fair Labor Standards Act ("FLSA") shall be considered twenty-eight (28) days.
  - a. Overtime shall be paid for hours worked in excess of the Sergeant's assigned twelve (12) hour day; and all assigned work in excess of eighty-four (84) hours in a fourteen (14) day pay period.
  - b. All authorized paid time off shall count as hours worked and be included in determining whether a Sergeant has worked in excess of the twelve (12) hour day and the eighty-four (84) hour requirement per fourteen (14) day pay period.
  - c. Overtime shall be compensated at a rate of one and one-half (1 ½) times the Sergeant's regular hourly straight time rate of pay.
  - d. Patrol Sergeants will normally be assigned to work 2 on; 2 off; 3 on; 2 off; 2 on; 3 off; 2 off; 2 on; 3 off; 2 on; 2 off; 3 on; (Pitman Schedule) starting on Monday for two (2) of four (4) platoons and so forth during the fourteen (14) day work cycle.
  - e. All Sergeants, regardless of position, shall work 2184 hours per calendar year.
2. So long as the Department employs twelve (12) hour shifts for patrol, employees assigned to other duty or training may be assigned to daily shifts other than twelve (12) hour shifts.
  - a. Sergeants assigned to other duty (SWAT, KCART, Honor Guard, etc.), shall work twelve (12) hours for the other duty day. If the other duty day does not last twelve (12) hours, Sergeants shall have the option to use paid time off or adjust their hours during the fourteen (14) day pay period so long as they work eighty-four hours in the fourteen (14) day pay period. The adjustment of hours shall be approved by the Chief or his designee.
  - b. Sergeants who participate in ongoing professional training shall follow the conditions set forth in Section 12.4 of this Agreement.
3. All leave "days" awarded as part of the contract shall continue to equate to eight (8) hours per day, and shall also continue to accrue at that rate, i.e., the alternative work schedule shall not increase paid leave time, including vacations. An employee using a full leave day while assigned to the alternative work schedule shall have twelve (12) hours deducted from his or her accrued leave totals.
4. The application of the Alternative Work Schedule to any other Article or Section of this Agreement shall not result in the pyramiding of overtime.

"Hours actually worked" shall include paid compensatory time off, paid vacation leave, paid assigned holidays, paid jury service and paid time for serving as a witness and sick leave.

The combination of required overtime hours and regular-time hours shall not exceed sixteen (16) hours in any twenty-four (24) hour period for any given Sergeant's regularly scheduled hours (declared state of emergency notwithstanding). Also, no Sergeant shall be required to work sixteen (16) hours per day in any two (2) day period (declared state of emergency notwithstanding) and no Sergeant shall be required to work more than

two (2) sixteen (16) hour days in any standard workweek (declared state of emergency notwithstanding). However, Sergeants who work a regular (8, 10 or 12) hour shift may volunteer for an additional four (4) hours of overtime for each day of the regular workweek, but in no case may such Sergeants be required to work more than forty (40) hours of overtime in any two-week pay period.

Overtime shall be paid along with regular-time compensation in the Sergeant's regularly scheduled paychecks, unless individual Sergeants elect to receive their overtime pay in the form of compensatory time.

Compensatory time may be used for time off in fifteen (15) minute increments. Compensatory time, which shall be earned at overtime rates, shall be granted to full-time Sworn Police Sergeants who indicate to the Chief of Police or his designee that they choose such compensatory time in lieu of actual payment of monies in their paychecks. Compensatory time may be used for time off on an hour-for-hour basis, and may be taken in increments as small as fifteen (15) minutes. Permission from the supervisor will be obtained prior to utilizing compensatory time and will not unreasonably be withheld taking into consideration manpower and emergency situations. Compensatory time may be accumulated up to a maximum of one hundred (100) hours and accrue from year to year over a given Officer's career. The Chief or his designee will keep accurate records of how much compensatory time is in each Sergeant's account. Account balance information will be made available to individual Sergeants who request such data during time periods established by the Chief or his designee or, if the Village finds it possible and economically feasible to do so, compensatory time balances shall be expressed on the paycheck stubs of individual Officers on a regular basis.

Unused compensatory time, up to the maximum of one-hundred (100) hours, shall be rolled over from one year to the next and, upon a given Sergeant's unpaid leave of absence, termination, retirement, permanent disability or death, such accumulated compensatory time shall be paid to the Sergeant or his or her survivors at the then-prevailing hourly rate of pay. Upon retirement, individual Sergeants may choose to take their accumulated compensatory time in the form of a lump-sum payment or paid time off or a combination of both.

Sergeants shall be allowed to cash in accumulated compensatory time anytime during the year, as long as the request is made at least two (2) weeks in advance to the Chief of Police or his designee.

Sergeants who work hours associated with the end of Daylight Savings, in the Fall will earn one (1) hour of overtime at a rate of one and one-half (1 ½) times the regular rate of pay in either cash or compensatory time off at the Sergeant's option. Sergeants who work hours associated with the beginning of Daylight Savings, in the Spring, will have to work one (1) additional hour, either before or after their assigned shift, or in a form of paid time off to account for the loss of one (1) hour.

## **9.6 Secondary Employment**

The Village agrees that all full-time sworn Police Sergeants covered by this Agreement who desire to take on secondary employment may do so. In instances where such secondary employment is not directly involved in law enforcement or security work, such secondary employment will be reported by the Officer to the Chief of Police or his designee for his information. Prior approval of the Chief of Police shall be required, but shall not unreasonably be withheld, for any Sergeant to work secondary employment. Officers working off-duty details that are contracted by the Village shall be governed by the terms of the North Aurora Police Department General Order regarding these details.

In no case will a Sergeant be allowed to work in uniform for a non-sanctioned detail. In no case shall a Sergeant be allowed to work as a bouncer, process server or in any establishment whose primary revenue source is the sale of alcoholic liquor.

# **ARTICLE X - HOLIDAYS AND LEAVES**

## **10.1 Holidays**

The Village agrees that all full-time Sworn Police Sergeants shall receive eleven (11) annual paid holidays, which they will be given on January 1st of each year. These holidays may be used anytime throughout the year subject to manpower requirements. If a Sergeant works the holiday, they will be paid at a rate of one and one half (1 1/2) times their regular rate of pay for each and every hour worked on the holiday. Sergeants are also able to utilize the "buy back" option. The "buy back" will be paid at a rate of one (1) hour of straight time pay for each hour of unused holiday time. The "buy back" can occur on any paycheck throughout the year.

The Holidays Are:

New Years Eve  
New Years Day

Spring Holiday  
Memorial Day  
Independence Day

Labor Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day

## **10.2 Personal Leave Days**

All full-time Sworn Police Sergeants shall receive twenty-four (24) hours of paid personal leave per year. These twenty-four (24) personal leave hours can be taken at the discretion of the Sergeant for personal business. Notice shall be made to the appropriate supervisor by the Sergeant requesting to take a paid personal leave day and such permission shall not be unreasonably withheld taking into consideration manpower and emergency situations. Also, the Village agrees that paid personal leave days may be used in conjunction with regularly scheduled days off, vacation days or on any other scheduled on duty day. There will be no cash pay out for unused personal days unless the denial of their use is occasioned by the Village. There shall not be accrual of personal days from one year to the next.

### **10.3 Sick Leave**

Sick leave is a privilege and shall only be allowed in case of actual sickness or disability of the employee. The Village agrees to provide all full-time sworn police Sergeants with ninety-six (96) hours of paid sick leave per calendar year. Sergeants will accumulate sick leave at a rate of eight (8) hours sick leave per calendar month to a maximum of seven hundred and twenty hours (720). An aggregate limit of forty-eight (48) hours of sick leave per calendar year shall be granted for illness, injury, medical or dental appointments of the employee's Mother, Father, Spouse, Child or Stepchild sibling, mother-in-law, father-in-law, grandchild, grandparent or step-parent for reasonable periods of time as may be necessary. In computing this aggregate limit of three (3) days, an absence of more than four (4) hours in a day shall count as a full day, while an absence of up to four (4) hours shall count as four (4) hours.

Sergeants requesting a sick leave day will make notification to the appropriate supervisor no later than one (1) hour before the start of the Sergeant's regularly scheduled shift except for good cause.

Any supervisor or their designee may send a Sergeant home on sick leave if in their opinion the employee appears ill and threatens the health of other employees.

A Sergeant using three or more consecutive sick leave days may be required to present verification of illness from a medical doctor or medical facility. The Chief of Police may require a physician's statement as a condition of sick leave pay for any absence of any duration.

In the absence of compelling justification, an employee will not receive sick benefits for any days taken just before or just after a scheduled vacation, holiday, or leave of absence. If an employee is sick on one of these days, a doctor's note and/or other evidence of illness satisfactory to the Chief of Police will be required before sick benefits will be extended.

If a Sergeant becomes sick while on vacation, holiday or leave of absence, sick leave will not be substituted for the vacation, holiday or leave of absence.



#### **10.4 Bereavement Leave**

Up to forty (40) hours leave with pay shall be granted in the event of a death of an immediate family member, spouse, child or stepchild. Up to twenty-four (24) hours of bereavement leave will be granted for mother, father, brother, sister, stepfather, stepmother, grandparent, grandparent of spouse, grandchild, mother-in-law, father-in-law, stepbrother or stepsister. Eight (8) hours of leave will be granted for the death of aunts, uncles, brother-in-laws or sister-in-laws. Up to twenty-four additional hours may be granted for travel if the distance is more than 250 miles one way.

#### **10.5 Jury Duty Leave, Court Leave**

Any full-time Sworn Police Sergeant covered by this Agreement who is summoned as a witness in a criminal or civil Court proceeding or is summoned and reports for jury duty shall be granted leave to fulfill such duty. The Village shall compensate any Sergeant who is required to serve as a juror or participate in a Criminal or Civil Court proceeding at his or her regular rate of pay, assuming such Court or Court-related appearance takes place when the Sergeant would have been scheduled to work. The Sergeant shall present proof of such service to the Chief of Police or his designee. Any fees or expense reimbursements that are paid to the Sergeant for such duty shall, in turn, be paid by the Sergeant to the Village.

#### **10.6 Attendance at Meetings**

The Employer agrees that the duly authorized local representatives of the Labor Council shall be allowed to use their available time off to attend general, executive or special meetings of the Labor Council, provided that reasonable notice of such meetings shall be given in writing to the Employer. Any Employee chosen as a delegate to an Illinois Fraternal Order of Police Labor Council conference shall be allowed the use of available time off options to attend any such meetings or conferences, provided that the employee submits a written request to the Employer.

## ARTICLE XI - VACATION LEAVE

### 11.1 Earned Paid Vacation Requirements

A. The Village provides vacation time to full-time police Sergeants based on length of continuous service. Sergeants accrue vacation based on their anniversary dates. Vacation time earned (based on the formula below) will be granted to the Sergeant on a per pay period basis.

Each Sergeant will have a vacation bank. Time will be added to the bank twice each month and time used will be subtracted when taken. The maximum amount Sergeants will be allowed to accumulate in their vacation bank will be equal to one year's vacation plus one week. Any vacation time in excess of one year plus one week will be lost to the Sergeant; unless through no fault of the Sergeant or to meet the needs of the Village the Sergeant was unable to schedule said vacation. Vacation may be taken in accordance to the stipulations presented below.

The paid vacation schedule is as follows:

Years of Service	Annual Vacation Amount <u>In Hours</u>	<u>Accrual Rate</u> <u>Twice per</u> <u>Month</u>
0 through 6 years	80	3.333
After 6 years through 14 years	120	5.0
After 14 years through 19 years	160	6.666
After 19 years	200	8.333

B. Generally, no more than eighty (80) hours of vacation can be taken at one time. If a Sergeant wishes to take a longer vacation, he must request Chief of Police approval.

### C. Vacation Leave Requests

- 1) All vacation time is scheduled as the needs of the department allow.
- 2) Vacation pay will be based on the normally scheduled workweek at straight time.
- 3) Sergeants are not allowed to take cash payment for vacation pay in lieu of actual time off unless the purpose of the Village would be served or, at the time of termination of employment.
- 4) Vacation days are authorized by the Chief of Police on the basis of seniority recognizing that vacation schedules are subject to the workload of the department. The scheduling of all vacation days is subject to prior approval of the Chief of Police or his designee.
- 5) When an officer terminates employment with the Village, the balance of their vacation bank will be paid.

## **ARTICLE XII - HEALTH & WELFARE BENEFITS**

### **12.1 Medical/Hospitalization/Life/Dental Insurance**

The Village shall provide the same health insurance coverage at the same costs as provided to all other non-union Village employees.

### **12.2 Life Insurance**

All full time Sworn Police Sergeants shall be provided with life insurance in an amount equal to twenty-five thousand dollars (\$25,000.00) at no cost to the Officer.

### **12.3 North Aurora Police Pension Plan**

The Village of North Aurora in conjunction with the Board of Trustees of the North Aurora Police Pension Fund, is required by Illinois statute to maintain and administer a Pension Plan for its Police, to regularly deduct uniform, mandated employee contributions to this Pension Plan, and to make Village contributions to this Pension Plan on behalf of all North Aurora Police Officers covered by this Agreement who meet certain requirements, including vesting requirements, of both the Pension Plan and the State law that governs it.

In that Illinois law requires that such Police Pension Plans routinely issue accurate and audited financial reports to their covered members, and in that the Village of North Aurora desires to comply with Illinois law, and in that the Village recognizes that North Aurora Police have every right to be made aware of such financial considerations as fund balances, profits and losses on fund investments, loans that the fund may make from time to time, and details of elections of Pension Plan Board members, the Village, in cooperation with the Board of Trustees of the North Aurora Police Pension Fund, agrees to maintain a program of full disclosure of any and all Pension Plan information and data, including audited Annual Reports, to those North Aurora Police whose deferred salaries and employee contributions make up the Pension Plan's reason for existence.

### **12.4 Ongoing Professional Training**

A. The following policies and rules must be adhered to by all Sergeants if seeking reimbursement for business and travel expenses.

- 1) The purpose of the travel shall be documented and approved in advance by the Chief of Police or his designee. The documentation shall show the dates and times of travel, the points of departure and destination, the mode of transportation, mileage and the cost of transportation secured.
- 2) Sergeant traveling on Village business shall follow the terms of the Police Department General Order 14.01 with the effective date of 4/18/2005 relative to travel reimbursement as attached as Appendix D.
  - a. When travel is made by auto, proof of insurance is required in the amounts as required by law.
  - b. In determining the amount of reimbursement for air fare, compensation shall be in accordance with the most economical available fare.
- 3) Expenses will be paid based on the following:
  - a. The officer's request for reimbursement must be accompanied by receipts for any expense.
  - b. Local travel – Personal auto use will generally be reimbursed at the current IRS approved amount per mile. Distance should be measured from the residence or work place, whichever is less.
  - c. Where an officer is requested to attend a training class, conference or seminar where lunch is not included in the registration expense, the employee is eligible for lunch reimbursement up to a maximum of an amount set by the Village Board from time to time.
  - d. Claims for reimbursement shall be submitted within one (1) week of completing the trip.

B. Attendance at lectures, meetings, training programs and similar activities will be compensated as follows:

- 1) Maximum compensation for voluntary attendance at such programs, shall be one (1) full working day.
- 2) Maximum compensation for attendance of programs requested by the Village shall be one (1) full working day unless employee can present documentation from the presenter of the program showing that the duration of the training involved was greater than one (1) full working day.
- 3) Attendance at such programs requires prior written approval of the Chief of Police or his designee.
- 4) Attendance at lectures, meetings, training programs and similar activities is subject to the availability of funds.

C. Sergeants may be required to return to work if programs last less than a full day.

D. Travel Time

- 1) Travel time during the regular workday does not involve compensation beyond the employee's regular salary or hourly wage for that working day.

## 12.5 Educational Expense Reimbursement

The Village will make reimbursement for accredited courses directly related to the employee's position with the Village (or necessary prerequisites for a program of study related to the employee's position with the Village) as set forth below.

Employees who seek reimbursement for a particular course must, prior to enrolling in said course, obtain the approval of the Chief of Police that the course is eligible for reimbursement, and provide any information or documentation necessary to verify that the course is eligible for reimbursement.

Reimbursement is based on the following:

- 1) Undergraduate Courses: A maximum of \$300.00 per course shall be reimbursed for tuition, books and lab fees for successful completion of any eligible course.
- 2) Graduate Courses: A maximum of \$500.00 per course shall be reimbursed for tuition, books and lab fees for successful completion of any eligible course.
- 3) A grade of "C" or better, or a "P" in a Pass/Fail system is required to qualify for reimbursement.
- 4) The Village will pay for any test which provides credit for courses required to complete an Associate's, Bachelor's or Graduate Degree.
- 5) The reimbursement policy does not apply to those courses which are taken on Village time and paid for by the Village.

## ARTICLE XIII - BASE SALARY LEVELS & PREMIUM RATES

### 13.1 Rates

<u>Steps</u>	<u>Rate</u>	<u>2184</u> <u>Annual</u>	<u>3.25%</u>	<u>2184</u> <u>Annual</u>	<u>3.00%</u>	<u>2184 Annual</u>	<u>2.75%</u>	<u>2184 Annual</u>
1	39.87	Union and Village agreed to eliminate Steps 1 and 2 effective June 1, 2021.						
2	41.43	Union and Village agreed to eliminate Steps 1 and 2 effective June 1, 2021.						
3	43.05	94,021.20	44.45	97,078.80	45.78	99,983.52	47.04	102,735.36
4	44.75	97,734.00	46.20	100,900.80	47.59	103,936.56	48.90	106,797.60
5	46.46	101,468.64	47.97	104,766.48	49.41	107,911.44	50.77	110,881.68

6	48.28	105,443.52	49.85	108,872.40	51.35	112,148.40	52.76	115,227.84
7	50.28	109,811.52	51.91	113,371.44	53.47	116,778.48	54.94	119,988.96
8	52.34	114,310.56	54.04	118,023.36	55.66	121,561.44	57.19	124,902.96
9	54.49	119,006.16	56.26	122,871.84	57.95	126,562.80	59.54	130,035.36

### **13.2 Progression through the Steps**

Upon promotion to Sergeant the member shall move from his present Officer Step to the Sergeant Step that provides a minimum of five percent (5%) pay differential from the top Patrol Officer step. Continuous progression through the steps shall occur on the Sergeant's anniversary date of promotion.

### **13.3 On Call Pay**

Sergeants shall receive one (1) hour pay at time and one half (1 ½) for each twenty-four (24) hour period that they are on call which shall typically be their scheduled days off. Such compensation may be taken in pay or compensatory time at the Sergeant's discretion.

All Sergeants shall be eligible, and share equally, the opportunity to be the Supervisor On-Call and receive On-Call Pay. Newly promoted Sergeants may be excluded from eligibility during their first year of promotion. Each period the On-Call Duty is available to Sergeant Level Supervisors, the next Sergeant in the rotation will be assigned the On-Call Duty. Email notification will be sent to ALL current Sergeants as to On-call Duty availability. Sergeant rotation of the On-call Duty will be managed by all Sergeants cooperatively.

The rotation will begin and continue based upon Sergeant Seniority. Each Sergeant will be given equal opportunities to be assigned the On-call Supervisor. The On-call Duty is a mandatory assignment when made available to the Sergeant Level Supervisor. The On-call Duty responsibility may be traded or offered from one Sergeant to another Sergeant voluntarily. Immediate notification of On-call Duty assignment changes must be posted and emailed to all sworn officers. Supervisor On-call duty will be a minimum of twenty four (24) hours. The maximum one sergeant shall be On-call is one (1) continuous week. Sergeants may accept or trade On-call duty from another Sergeant for a maximum of two (2) continuous weeks. Supervisor On-call is separate from Investigator On-call. The only sergeant eligible for the Investigator On-call Duty shall be the current sergeant assigned to investigations.

## **ARTICLE XIV MISCELLANEOUS WORKING CONDITIONS**

#### **14.1 Sergeant Deployment & Shift Scheduling**

It shall be the right and responsibility of the Village President and the Chief of Police to deploy Officers covered by this Agreement to various details and assignments and to provide the necessary equipment and Department vehicles.

The Village agrees that shift assignments shall be made on an annual basis and that once a particular Sergeant is assigned to a particular shift that Sergeant shall remain on that shift until shift assignments are open to bidding by seniority in the following year. Wherever possible, shift assignments shall be bid on and established prior to December 31st in any given year and shall go into effect as of the first Sunday of January of the following year. Nothing in this section shall be construed as to prohibit a shift switch between persons as described in Article VIII §10 entitled "Seniority and Rescheduling (Trading) of Shifts"

#### **14.2 Drug Screening**

Sergeants shall not be required to submit to random drug testing, however such Officers may ' be required to submit to drug testing following auto accidents, weapons discharges and such other circumstances as are codified in State statute. Any such test shall be in accordance with the terms and conditions of the Illinois Controlled Substances Act, 720 ILCS 570/1 01.

### **ARTICLE XV – SEVERABILITY**

In the event that any Article, paragraph, section or sub-section of this Agreement shall be held invalid and unenforceable by the Illinois Labor Relations Board or any Court of competent jurisdiction, or by any change in any substantially-enacted Federal or State legislation which would prohibit or nullify any section, sub-section or portion of this Agreement, such decision or enactment shall apply only to the specific section, subsection or portion thereof specified by the Labor, Board or Court decision, or change in law, and the remaining parts or portions of this Agreement shall remain in full force and effect. In such event, the parties shall, upon the request of either party, commence good faith bargaining over possible replacement language for the invalidated section, sub-section or portion of this Agreement.

### **ARTICLE XVI - ENTIRE AGREEMENT**

This Agreement constitutes the complete and entire Agreement between the parties. This Agreement supersedes and cancels all prior practices and Agreements, whether

written or oral, which conflict with the express terms of this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the parties waive the right to negotiate on any issue whether known or unknown and that the understandings and Agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Before making any changes in working conditions not contained in this Agreement which are mandatory topics of bargaining, the Village shall notify the Union of its intention to make the proposed changes. Upon such notification, and if requested by the Union, the Village shall meet with the Union and discuss such changes before they are implemented. Any changes made without such notice shall be considered temporary pending the completion of such discussions. If the Union becomes aware of such a change and has not received the necessary notification, the Union will notify the Village as soon as possible and request discussion of such changes if discussion is desired. The failure of the Union to request such discussions shall in no way act as a waiver of any Union rights, stated or implied.

## ARTICLE XVII- DURATION

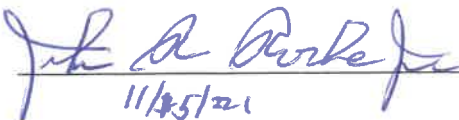
This Agreement shall be effective as of the date it is signed by both parties. Salaries shall be retroactive to June 1, 2021. The Agreement shall remain in full force and effect until May 31, 2024.

Either party may notify the other in writing no less than sixty (60) days prior to the expiration date of this Agreement that it desires to modify or terminate this Agreement.


In the event that such notice is given, negotiations shall begin not later than fifteen (15) days after such notice is made unless mutually agreed to by the parties. This Agreement shall remain in full force and effect during the period of negotiations until such time as it is replaced by any subsequent Agreement

Agreed to, signed and entered into this 1 day of November, 2021.

Illinois Fraternal Order of Police  
Labor Council

  
11/15/21

Village of North Aurora





\_\_\_\_\_

\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

# APPENDIX A Dues Authorization Form

## Dues Authorization Form

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

I, \_\_\_\_\_, hereby authorize my employer, \_\_\_\_\_, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. (In addition, I authorize my Employer to deduct from wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of its certification as exclusive bargaining representative to the date this dues deduction is implemented, in such manner as it so directs.)

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

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

(217) 698-9433

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

## APPENDIX B UPODA



# UNIFORM PEACE OFFICERS' DISCIPLINARY ACT

(50 ILCS 725/1) (from Ch. 85, par. 2551)

Sec. 1. This Act shall be known and may be cited as the "Uniform Peace Officers' Disciplinary Act".  
(Source: P.A. 83-981.)

(50 ILCS 725/2) (from Ch. 85, par. 2552)

Sec. 2. For the purposes of this Act, unless clearly required otherwise, the terms defined in this Section have the meaning ascribed herein:

(a) "Officer" means any peace officer, as defined by Section 2-13 of the Criminal Code of 1961, as now or hereafter amended, who is employed by any unit of local government or a State college or university, including supervisory and command personnel, and any pay-grade investigator for the Secretary of State as defined in Section 14-110 of the Illinois Pension Code, including Secretary of State sergeants, lieutenants, commanders, and investigator trainees. The term does not include crossing guards, parking enforcement personnel, traffic wardens or employees of any State's Attorney's office.

(b) "Informal inquiry" means a meeting by supervisory or command personnel with an officer upon whom an allegation of misconduct has come to the attention of such supervisory or command personnel, the purpose of which meeting is to mediate a citizen complaint or discuss the facts to determine whether a formal investigation should be commenced.

(c) "Formal investigation" means the process of investigation ordered by a commanding officer during which the questioning of an officer is intended to gather evidence of misconduct which may be the basis for filing charges seeking his or her removal, discharge or suspension in excess of 3 days.

(d) "Interrogation" means the questioning of an officer pursuant to the formal investigation procedures of the respective State agency or local governmental unit in connection with an alleged violation of such agency's or unit's rules which may be the basis for filing charges seeking his or her suspension, removal, or discharge. The term does not include questioning (1) as part of an informal inquiry or (2) relating to minor infractions of agency rules which may be noted on the officer's record but which may not in themselves result in removal, discharge or suspension in excess of 3 days.

(e) "Administrative proceeding" means any non-judicial hearing which is authorized to recommend, approve or order the suspension, removal, or discharge of an officer.

(Source: P.A. 95-293, eff. 1-1-08.)

(50 ILCS 725/3) (from Ch. 85, par. 2553)

Sec. 3. Whenever an officer is subjected to an interrogation within the meaning of this Act, the interrogation shall be conducted pursuant to Sections 3.1 through 3.11 of this Act.

(Source: P.A. 83-981.)

(50 ILCS 725/3.1) (from Ch. 85, par. 2554)

Sec. 3.1. The interrogation shall take place at the facility to which the investigating officer is

assigned, or at the precinct or police facility which has jurisdiction over the place where the incident under investigation allegedly occurred, as designated by the investigating officer.  
(Source: P.A. 83-981.)

(50 ILCS 725/3.2) (from Ch. 85, par. 2555)

Sec. 3.2. No officer shall be subjected to interrogation without first being informed in writing of the nature of the investigation. If an administrative proceeding is instituted, the officer shall be informed beforehand of the names of all complainants. The information shall be sufficient as to reasonably apprise the officer of the nature of the investigation.  
(Source: P.A. 83-981.)

50 ILCS 725/3.3) (from Ch. 85, par. 2556)

Sec. 3.3. All interrogations shall be conducted at a reasonable time of day. Whenever the nature of the alleged incident and operational requirements permit, interrogations shall be conducted during the time when the officer is on duty.  
(Source: P.A. 83-981.)

(50 ILCS 725/3.4) (from Ch. 85, par. 2557)

Sec. 3.4. The officer under investigation shall be informed in writing of the name, rank and unit or command of the officer in charge of the investigation, the interrogators, and all persons who will be present on the behalf of the employer during any interrogation except at a public administrative proceeding. The officer under investigation shall inform the employer of any person who will be present on his or her behalf during any interrogation except at a public administrative hearing.  
(Source: P.A. 94-344, eff. 1-1-06.)

(50 ILCS 725/3.5) (from Ch. 85, par. 2558)

Sec. 3.5. Interrogation sessions shall be of reasonable duration and shall permit the officer interrogated reasonable periods for rest and personal necessities.  
(Source: P.A. 83-981.)

(50 ILCS 725/3.6) (from Ch. 85, par. 2559)

Sec. 3.6. The officer being interrogated shall not be subjected to professional or personal abuse, including offensive language.  
(Source: P.A. 83-981.)

(50 ILCS 725/3.7) (from Ch. 85, par. 2560)

Sec. 3.7. A complete record of any interrogation shall be made, and a complete transcript or copy shall be made available to the officer under investigation without charge and without undue delay. Such record may be electronically recorded.  
(Source: P.A. 83-981.)

(50 ILCS 725/3.8) (from Ch. 85, par. 2561)

Sec. 3.8. Admissions; counsel; verified complaint.

(a) No officer shall be interrogated without first being advised in writing that admissions made in the course of the interrogation may be used as evidence of misconduct or as the basis for charges seeking suspension, removal, or discharge; and without first being advised in writing that he or she has the right to counsel of his or her choosing who may be present to advise him or her at any stage of any interrogation.

(b) Anyone filing a complaint against a sworn peace officer must have the complaint supported by a sworn affidavit.  
(Source: P.A. 93-592, eff. 1-1-04.)

(50 ILCS 725/3.9) (from Ch. 85, par. 2562)

Sec. 3.9. The officer under investigation shall have the right to be represented by counsel of his or her choosing and may request counsel at any time before or during interrogation. When such request for counsel is made, no interrogation shall proceed until reasonable time and opportunity are provided the officer to obtain counsel.

If a collective bargaining agreement requires the presence of a representative of the collective bargaining unit during investigations, such representative shall be present during the interrogation, unless this requirement is waived by the officer being interrogated.

(Source: P.A. 83-981.)

(50 ILCS 725/3.10) (from Ch. 85, par. 2563)

Sec. 3.10. Admissions or confessions obtained during the course of any interrogation not conducted in accordance with this Act may not be utilized in any subsequent disciplinary proceeding against the officer.

(Source: P.A. 83-981.)

(50 ILCS 725/3.11) (from Ch. 85, par. 2564)

Sec. 3.11. In the course of any interrogation no officer shall be required to submit to a polygraph test, or any other test questioning by means of any chemical substance, except with the officer's express written consent. Refusal to submit to such tests shall not result in any disciplinary action nor shall such refusal be made part of his or her record.

(Source: P.A. 83-981.)

(50 ILCS 725/4) (from Ch. 85, par. 2565)

Sec. 4. The rights of officers in disciplinary procedures set forth under this Act shall not diminish the rights and privileges of officers that are guaranteed to all citizens by the Constitution and laws of the United States and of the State of Illinois.

(Source: P.A. 83-981.)

(50 ILCS 725/5) (from Ch. 85, par. 2566)

Sec. 5. This Act does not apply to any officer charged with violating any provisions of the Criminal Code of 1961, or any other federal, State, or local criminal law.

(Source: P.A. 83-981.)

(50 ILCS 725/6) (from Ch. 85, par. 2567)

Sec. 6. The provisions of this Act apply only to the extent there is no collective bargaining agreement currently in effect dealing with the subject matter of this Act.

(Source: P.A. 83-981.)

(50 ILCS 725/7) (from Ch. 85, par. 2568)

Sec. 7. No officer shall be discharged, disciplined, demoted, denied promotion or seniority, transferred, reassigned or otherwise discriminated against in regard to his or her employment, or be threatened with any such treatment as retaliation for or by reason of his or her exercise of the rights granted by this Act.

(Source: P.A. 83-981.)



## APPENDIX C Grievance Form

**GRIEVANCE** (use additional sheets where necessary)

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) and Sections(s) of Contract violated: \_\_\_\_\_

\_\_\_\_\_, and all applicable articles.

Briefly state the facts: \_\_\_\_\_

Remedy Sought: \_\_\_\_\_

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

Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

### EMPLOYER'S STEP ONE RESPONSE

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

---

**STEP TWO**

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

\_\_\_\_\_

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

Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S STEP TWO RESPONSE**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

---

**STEP THREE**

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

\_\_\_\_\_

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

Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S STEP THREE RESPONSE**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

\_\_\_\_\_  
Person to whom Referral Given

\_\_\_\_\_  
Date

\_\_\_\_\_  
FOP Labor Council Representative





## APPENDIX D North Aurora G.O. 14.01

### NORTH AURORA GENERAL ORDER 14.01

**A. On an annual basis, the training committee will assist in identifying, developing and evaluating the department's training, objectives and will solicit input from all organizational components of the department.**

1. The training committee will be comprised of the Operations Division Commander, a Shift or Division Supervisor, a firearms training instructor, and a field training officer.
2. The Chief of Police will select and replace committee members.
3. The training committee will have the authority and responsibility to review and evaluate, when necessary, current training programs, suggest new programs, and make recommendations for specific training needs for employees. The Chief of Police reserves the right to overrule the Training Committee.

**A. Personnel are responsible for attending and participating in training as directed.**

**B. Attendance at assigned training functions is mandatory. Employees will complete instructor-provided rosters and registration forms. Attendance exceptions may be granted, with supervisory approval, in cases of conflict with court, pre-scheduled vacation, or an explanation deemed reasonable by the affected employee's supervisor.**

1. Any training missed due to an excused or unexcused absence may be either rescheduled or, at the discretion of the course instructor, a short

absence may be waived based upon course content missed and the length of the absence.

2. Any unexcused absence will be investigated by the employee's supervisor. Requirements for punctual attendance at training functions are the same as for reporting for duty. It will be considered an unexcused absence if an employee fails to report for a training function without first notifying his supervisor.
3. Copies of any training certificates will be forwarded to the Operations Division Commander and the Chief of Police, with the employee retaining the original.
4. Information on dress and equipment needs for specific training will be provided to the trainee. Special materials or equipment needed will be provided to the trainee. Employees will be prepared, as required, for all training functions, just as they would for any other duty.

#### **A. Transportation**

1. Employees will provide their own transportation to and from training classes.
2. Refer to the Village of North Aurora Personnel and Policy Manual for current mileage reimbursement rates.
3. Rental cars must be justified and pre-approved by the Operations Division Commander.

#### **B. Meals**

1. Reimbursement for meals and tips shall not exceed limits as set forth in the Village of North Aurora Personnel and Policy Manual.
2. There will be no reimbursement for alcoholic beverages consumed with a meal.

### **C. Lodging**

1. All charges in excess of room fees must be paid for at check-out (e.g., phone calls, movie channels, room service, laundry service, etc.).

### **D. Phone calls**

1. Personal phone call reimbursement shall be made pursuant to the Village of North Aurora Personnel and Policy Manual.

### **E. Receipts**

1. Reimbursements will not be granted without a receipt except for meals and mileage (Pre-defined reimbursements specified in current labor contract or employee handbook).

### **F. Advances**

1. Travel advances may be given pursuant to the Village of North Aurora Personnel and Policy Manual.

### **G. Reimbursement processing**

1. Upon completion of travel, the individual attending the training is responsible for completing the Training Reimbursement Requisition Form and attaching all receipts for same.

2. The Training Reimbursement Requisition Form must be completed and turned in within two work days following completion of the training.

3. Any unused advanced travel funds not supported with a receipt must be returned.

### **H. College tuition reimbursement**

1. Tuition reimbursement may be provided pursuant to the Village of North Aurora Personnel and Policy Handbook.

2. Individuals must request funds for the upcoming fiscal year during the budget process in January. If no request is made, tuition reimbursement will only be provided if undesignated funds are available.

**A. In order to ensure that topics presented by the Training Unit accomplish stated goals and objectives, all in-house instructors utilized by the Training Unit shall submit a lesson plan prior to the course presentation. Guidelines for lesson plan format and content will be determined by the Training Unit.**

1. Performance and job-related objectives will be developed to acquaint the training participants with the information they are required to know, the skills that must be demonstrated, and the circumstances under which the skills will be used. Performance objectives should:

- a. Focus on the elements of the job task analysis for which formal training is needed.
- b. Provide clear statements of what is to be learned.
- c. Provide the basis for evaluating the participants.
- d. Provide a basis for evaluating the effectiveness of the training program.

2. All lesson plans will include the content of the training and specifications of the appropriate instructional techniques.

3. The content of all lesson plans for in-house training programs will be reviewed, approved and filed by the Training Unit.

a. Lesson plans are to be consistent with:

- 1) Department directives and policies.
- 2) Existing state and local requirements.

4. In order to evaluate participants, instructors and the course of instruction, the department may require pre-testing and/or post-testing of participants receiving training. Instructors will ensure that any testing:

- a. Is competency-based.
- b. Uses performance objectives.
- c. Measures participant knowledge and ability to use job-related skills.

A. Remedial training is defined as personalized training used to correct a specific deficiency which may have been identified through:

1. Testing.
2. Evaluation by a supervisor or FTO during training.
3. Evaluation by a supervisor during routine job performance.
4. An employee performance evaluation.

B. When it has been determined that an employee should receive remedial training, it may be provided:

1. Through department in-service training.
2. By assignment or re-assignment to the Field Training Program.
3. By enrollment in a course of instruction given by another agency, school, or university as deemed necessary.

C. When, based on documented evidence, a supervisor determines that an employee under his supervision requires remedial training, he shall, as soon as possible, forward a written report to the Training Unit, stating:

1. The deficiency in the employee's performance.
2. A recommendation for training to correct the deficiency.
3. Any other corrective action that may have been taken.

D. The Training Unit may recommend that training be given by assigning the employee to an FTO, recommending a course of instruction given by an outside agency, or by requesting the assignment of the employee to other agency training upon approval of the Operations Division Commander.

E. It is the goal of remedial training to correct the employee's deficiencies in basic skills, knowledge and ability required to perform his job assignments. Upon completion of remedial training, the employee shall be evaluated by his supervisor to determine the effectiveness of such training. Results of this evaluation will be in written form and will be forwarded to the Operations Division Commander to determine if further action is required.

1. Unsatisfactory completion or non-participation may be cause for disciplinary action.

A. The Training Unit will maintain a current record of all training received by department employees. The Training Unit shall update the appropriate training records following the participation of an employee in a training program. These records will include:

1. Names of attending members.
2. Type of training / subject matter.
3. Hours of training received.
4. Measured performance, if any.
5. Certification, if any.

**A. The Training Unit will maintain records of training classes provided by the department, to include, at a minimum:**

1. Course content (lesson plans).
2. Names of agency attendees.
3. Performance of individual attendees as measured by a test, if administered.

**A. Training records are confidential in nature and shall not be released, except in the following specific instances:**

1. In compliance with the Illinois Open Records Act permitting employees to review their own personnel records (Illinois Compiled Statutes 820 ILCS 140/1, et. Seq.).
2. In compliance with the Illinois Freedom of Information Act (Illinois Compiled Statutes 5 ILCS 140/1, et. Seq.).
3. In compliance with judicial subpoena.

**A. Employees may be enrolled in specialized and/or in-service training upon recommendation of their supervisor and concurrence of the Operations Division Commander. This recommendation is to be forwarded through the chain of command utilizing the "Request for Training" memo.**

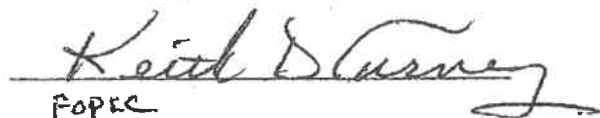
## APPENDIX E INSURANCE COMMITTEE LETTER OF AGREEMENT

The Village will develop a process for the solicitation of input from all employee groups in order to garner feedback and ideas regarding the structure of the Village's health insurance program including, but not limited to ideas on cost containment alternate network options and plan structure. This will include meetings between employees and Village management for discussion.

Illinois Fraternal Order of Police  
Labor Council

Village of North Aurora



  
FOPCC



By:   
DEPUTY CLERK

## APPNDIX F SIDE LETTER TO COLLECTIVE

### SIDE LETTER TO COLLECTIVE BARGAINING AGREEMENT

This Side Letter to the Collective Bargaining Agreement between the Illinois Fraternal Order of Police, Labor Council ("Labor Council") and the Village of North Aurora ("Village") is entered into this \_\_\_\_ day of July, 2012.

The purpose of this Side Letter is to document the understanding of the parties relative to the payment of a certain stipend to police sergeants of the Village of North Aurora Police Department. It was agreed by the parties during collective bargaining that the wage step table in the parties' collective bargaining agreement would be amended to remove the 10<sup>th</sup> step of that table. In return for this amendment, the Village agreed to pay to each member of the bargaining unit a one-time 10% stipend of their salary in effect as of the June 1, 2012. It is understood that the three (3) sergeants who did not submit an application for the position of Deputy Chief shall receive the 10% stipend through the next regular payroll process after contract signing. The two (2) sergeants who did submit application for the Deputy Chief position shall get either promotion or stipend upon appointment of the Deputy Chief.

The parties have also agreed that any sergeant who is promoted to Deputy Chief shall not be eligible for the payment of said stipend. However, should that sergeant who was promoted to Deputy Chief, at any time, be returned to the rank of sergeant, he shall be eligible for the one-time payment of the stipend in an amount of 10% of his regular salary as of the effective date of the contract, June 1, 2012.

This Side Letter shall become part of the parties' collective bargaining agreement and be appended thereto.

Illinois Fraternal Order of Police  
Labor Council

Village of North Aurora

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