

**AGREEMENT**  
**between**  
**VILLAGE OF BERKELEY**  
**and**  
**ILLINOIS COUNCIL OF POLICE**  
**REPRESENTING PATROL OFFICERS**

May 1, 2023 through April 30, 2027

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## PREAMBLE

This Agreement is made and entered into by and between the VILLAGE OF BERKELEY (hereinafter referred to as the “Village” or “Employer”) and the ILLINOIS COUNCIL OF POLICE (hereinafter referred to as the “Union” or “ICOP”).

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

NOW, THEREFORE, the parties agree as follows:

## ARTICLE I

### RECOGNITION AND REPRESENTATION

**Section 1.1. Recognition.** The Village recognizes the Union as the sole and exclusive bargaining representative for all full-time sworn peace officers in the rank of Patrol Officer, but excluding all peace officers in the rank of Sergeant and above, all other employees of the Employer, and all supervisory, managerial and confidential employees as defined by the Act. The term “officer(s)” as used in this Agreement shall refer only to officers who are specifically included in the above-described bargaining unit unless the context clearly states otherwise.

**Section 1.2. Union’s Duty of Fair Representation.** The Union agrees to fulfill its duty to fairly represent all officers in the bargaining unit.

**Section 1.3. Gender of Words.** Whenever in this Agreement the masculine gender is used, it shall be deemed to include the feminine gender, unless the context clearly requires otherwise

## **ARTICLE II**

### **UNION RIGHTS**

**Section 2.1. Bulletin Boards.** The Village will provide space for one (1) bulletin board for the posting of official Union notices of a non-political, non-inflammatory nature. The Union will limit the posting of Union notices to such bulletin board. A copy of all notices shall be given to the Police Chief at the time of its posting on the bulletin board. Said bulletin board shall be kept neat and outdated material shall be removed in a timely manner.

**Section 2.2. Union Visitation.** Non-employee representatives of the Union shall be permitted reasonable access to Village facilities for the purpose of representing officers covered by this Agreement. Any such representative will give prior notice to the Police Chief or his designee, and on each occasion will first secure the approval of the Police Chief or his designee. Any such visit shall be made in a manner so as not to disrupt or interrupt the normal operation of the Village or the performance of assigned duties and responsibilities of any officer covered by this Agreement.

**Section 2.3. Officer Representative Release Time.** All time spent in negotiations, grievance meetings and labor/management meetings will be considered non-work time, unless otherwise approved in advance by the Police Chief. The parties agree to try to schedule bargaining sessions, grievance meetings and labor/management meetings at times when officers can attend during their off duty hours. Officers may be allowed to exchange duty shifts with other officers with comparable qualifications in order to attend negotiations, grievance meetings

and labor/management meetings, subject to the approval of the Police Chief. The Police Chief shall release one employee representative from duty without loss of pay to represent an officer at an interrogation scheduled by the City if ICOP does not provide a non-employee representative.

**Section 2.4. Dues Checkoff.** The Village will deduct from each officer's paycheck the uniform, regular Union dues for each officer who has filed with the Village, a voluntary, effective dues deduction authorization form (Appendix A). Such deduction may be revoked by the officer by providing thirty (30) calendar days written notice to both the Village and the Union.

The actual dues deduction amount, as determined by the Union, shall be uniform for each officer in order to ease the Village's burden in administering this provision. The Union may change the fixed uniform dollar amount once each calendar year during the life of this Agreement by giving the Village at least thirty (30) calendar days' written notice of any change in the amount of the uniform dues to be deducted. The Village will forward the dues deducted along with a list of the officer's names from whom deductions have been made to the Union, at the address designated by the Union.

If an officer has no earnings or insufficient earnings to cover the amount of the dues deduction, the Union shall be responsible for collection of dues. The Union agrees to refund to the officer any amounts paid to the Union in error on account of this dues deduction provision.

**Section 2.5. Union Indemnification.** The Union shall indemnify, defend and save the Village, its elected officials, administrators, agents and employees harmless from and against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that may arise out of or by reason of any action taken or not taken by the Village in

complying with the provisions of this Article, or in reliance on any written dues deduction authorization or notice which is furnished pursuant to the provisions of this Article.

**Section 2.6. New Employees.** The Village agrees to notify the Union of the hire of all new full-time sworn police officers whose positions are covered by this Agreement within twenty (20) days of the date of hire.

### **ARTICLE III**

#### **MANAGEMENT RIGHTS**

**Section 3.1. Management Rights.** It is understood and agreed that the Village possesses the sole right and authority to operate and direct the employees of the Village and its various departments in all respects, including, but not limited to, all rights and authority exercised by the Village prior to the execution of this Agreement, except as specifically modified in this Agreement. These rights include, but are not limited to, the following: to determine the mission, policies and standards of service offered to the public by the Village; to plan, direct, control and determine all the operations and services of the Village; to determine the budget and allocate budgetary priorities; to determine the places, means, methods and number of personnel needed to carry out the Village's mission; to manage, supervise, and direct the working forces; to establish the qualifications for employment; to establish specialty positions and to select personnel to fill them; to schedule and assign work; to establish work, performance and productivity standards and, from time to time, to change those standards; to schedule and assign overtime; to determine whether goods or services are made or purchased; to make, alter and enforce reasonable rules, regulations, orders and policies; to discipline, suspend and discharge non-probationary officers for just cause; to hire, promote, transfer, and train officers; to change or eliminate existing methods, equipment or facilities; to lay off and/or relieve officers from

work; to contract out for goods and services; to determine whether work is to be performed by officers covered by this Agreement or by other employees or non-employees; and to take any and all actions as may be necessary to carry out the mission of the Village in situations of civil emergency conditions as may be declared by the President of the Village Board of Trustees.

## **ARTICLE IV**

### **LABOR-MANAGEMENT MEETINGS**

**Section 4.1. Meeting Request.** The Union and the Village agree that in the interest of efficient management and harmonious employee relations labor-management meetings may be held up to two times per year if mutually agreed between Union representatives and representatives of the Village. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a “labor-management meeting” and expressly providing the agenda for such meeting. Such notice may be waived by mutual consent of the parties. Such meetings, times and locations, if mutually agreed upon, shall be limited to:

- (a) discussion on the implementation and general administration of this Agreement;
- (b) a sharing of general information of interest to the parties;
- (c) notifying the Union of changes in conditions of employment contemplated by the Village which may affect officers; and
- (d) items concerning safety issues.

**Section 4.2. Content.** It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at “labor-management meetings” nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at

such meetings. Labor-management meetings are intended to improve communication and shall be advisory only.

**Section 4.3. Attendance.** The date, time and place for labor-management meetings shall be mutually agreed upon by the Union and the Village. Attendance at labor-management meetings shall be voluntary on the officer's part. Normally, up to two (2) representatives from each side shall attend such meetings, schedules permitting. Attendance at such meetings shall not interfere with required duty time, and attendance, if during duty time, shall be permitted only upon prior approval of the Police Chief. Attendance at such meetings shall not be considered time worked for compensation purposes.

## **ARTICLE V**

### **GRIEVANCE PROCEDURE AND ARBITRATION**

**Section 5.1. Definition.** A "grievance" is defined as a dispute or difference of opinion raised by an officer against the Village involving an alleged violation, misinterpretation or misapplication of an express provision of this Agreement except that any dispute or difference of opinion concerning the imposition of discipline (suspension and discharge) which is subject to the jurisdiction of the Village of Berkeley Board of Fire and Police Commissioners shall not be considered a grievance under this Agreement.

**Section 5.2. Procedure.** The parties acknowledge that it is usually most desirable for an officer and his immediate non-bargaining unit supervisor to resolve problems through free and informal communication. If, however, the informal process does not resolve the matter, a grievance filed against the Village shall be processed in the following manner:

Step 1: Any officer who has a grievance shall submit it in writing (on the approved grievance form attached to this Agreement as Appendix B) to the officer's non-

bargaining unit supervisor specifically indicating that the matter is a “grievance” under this Agreement. The grievance shall contain a complete statement of facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All Step 1 grievances must be presented no later than ten (10) calendar days after the first occurrence of the event giving rise to the grievance or ten (10) calendar days after the officer, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The non-bargaining unit supervisor shall render a written response to the grievant within ten (10) calendar days after the grievance is presented.

Step 2: If the grievance is not settled at Step 1 and the officer wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Police Chief or his designee within ten (10) calendar days after receipt of the Village’s answer in Step 2, or within ten (10) calendar days of the time when such answer would have been due. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Police Chief or his designee shall investigate the grievance and, in the course of such investigation, shall, within ten (10) calendar days from receipt of the grievance at Step 2, offer to discuss the grievance with the officer and a Union representative, if one is requested by the officer. If no settlement of the grievance is reached, the Police Chief or designee shall provide a written answer to the officer within ten (10) calendar days following their meeting.

Step 3: If the grievance is not settled at Step 2 and the officer desires to appeal, it shall be referred by the officer in writing to the Mayor or his designee within ten (10) calendar days after receipt of the Village’s answer in Step 2 or within ten (10) calendar days of the time when such answer would have been due. Thereafter, the Mayor or his designee and the Police Chief or other appropriate individuals as desired by the Mayor shall meet with the officer, and a Union representative within ten (10) calendar days of receipt of the officer’s appeal. If no agreement is reached, the Mayor or his designee shall submit a written answer to the officer and the Union within ten (10) calendar days following the meeting.

**Section 5.3. Arbitration.** If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within ten (10) calendar days of receipt of the Village’s written answer as provided to the officer at Step 3 or within ten (10) calendar days of the date the Step 3 answer was due:

- (a) The parties shall attempt to agree upon an arbitrator within ten (10) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) calendar day period, the parties shall request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. The party requesting arbitration shall strike first. Both the Village and the Union shall have the right alternatively to strike one (1) name from the panel. The person remaining shall be the arbitrator.
- (b) The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Village representatives.
- (c) The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel.
- (d) The arbitrator shall submit his decision in writing forty-five (45) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (e) More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
- (f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be paid by the party losing the arbitration; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

**Section 5.4. Limitations on Authority of Arbitrator.** The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 1. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of

administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decision. Any decision or award of the arbitrator rendered within the limitations of this Section 5.4 shall be final and binding upon the Village, the Union and the officers covered by this Agreement.

**Section 5.5. Time Limit for Filing.** No grievance shall be entertained or processed unless it is submitted at Step 1 within ten (10) calendar days after the first occurrence of the event giving rise to the grievance or ten (10) calendar days after the officer, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

Unless otherwise agreed in writing, a grievance not presented by the officer within the time limits set forth above shall be considered “waived” and may not be further pursued by the officer. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village’s last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the grievance shall be treated as denied at that step and may be immediately appealed to the next step. The parties may by mutual written agreement extend any of the time limits set forth in this Article.

**Section 5.6. Time Off.** No time spent on grievance matters shall be considered time worked for compensation purposes, except for Step 1 and 2 grievance meeting scheduled by the Village during one grievant’s regular hours of duty.

**Section 5.7. Miscellaneous.** No member of the bargaining unit who is serving in an acting capacity shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit serving in an acting capacity shall impose any obligation or duty which may be considered authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

**Section 5.8. Settlements.** Grievance settlements shall be reduced to writing and signed by the parties. Settlements shall be consistent with the terms of this Agreement unless the parties mutually agree otherwise.

## **ARTICLE VI**

### **NO STRIKE-NO LOCKOUT**

**Section 6.1. No Strike.** Neither the Union nor any officers, agents or officers covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, slowdown, speed-up, sitdown, stoppage of work, concerted refusal to perform overtime, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass resignations, mass absenteeism, refusal to cross a picket line, or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing. Any or all officers who violate any of the provisions of this Article may be discharged. In such event, neither the affected officer or officers shall have recourse to the grievance and arbitration procedure set forth in this Agreement; and the only issue that may be submitted to the Board of Fire and Police Commissioners is whether an officer in fact participated in the prohibited action.

**Section 6.2. Responsibility of Union.** Should any activity proscribed in Section 6.1 of this Article occur, which the Union has or has not sanctioned, the Union shall immediately:

- (g) Publicly disavow such action by the officers or other persons involved;
- (h) Advise the Village in writing that such action is not sanctioned by the Union;
- (i) Notify the officers, including written notification, stating that it disapproves of such action and instructing all officers to cease such action and return to work immediately; and
- (j) Take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the Village to accomplish this end.

**Section 6.3. Responsibility of Union Representatives.** All officers covered by this Agreement who hold the position of Union representative, or other position of authority and trust in the Union, occupy a position of special trust and responsibility in attempting to maintain and bring about compliance with this Agreement, including the responsibility to remain at work during any activity proscribed in Section 6.1 of this Article and to encourage any such officers to return to work.

**Section 6.4. No Lockout.** The Village will not lock out any officers during the term of this Agreement as a result of a labor dispute with the Union.

**Section 6.5. 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.

## ARTICLE VII

### LAYOFF AND RECALL

**Section 7.1. Layoff.** The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, after part-time and then probationary officers are either laid off or terminated, at the discretion of the Village, officers covered by this Agreement will be laid off as provided in 65 ILCS 5/10-2.1-18. The Union and affected officer(s) shall be notified in writing at least fourteen (14) calendar days in advance of the effective date of such layoffs.

**Section 7.2. Recall.** Officers who are laid off shall be placed on a recall list for a period of fifteen (15) months. If there is a recall, officers who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training.

Notice of recall shall be sent to the officer by certified mail, return receipt requested with a copy to the Union, provided that the officer must notify the Police Chief of his intention to return to work within five (5) calendar days after receiving notice of recall and return to work within ten (10) calendar days of the notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the officer, it being the obligation and responsibility of the officer to provide the Police Chief with his latest mailing address. If an officer fails to respond to a recall notice within the timeframe set forth above, his name shall be removed from the recall list.

**Section 7.3. Effects of Layoff.** During the term of this Agreement, if the Village exercises its discretion to layoff an officer, then the officer shall be afforded an opportunity to

exercise his COBRA rights to maintain the health insurance offered by the Village by paying the full applicable monthly premium for his individual or family insurance coverage. If an officer opts to maintain his medical insurance under this Section, then such officer shall be permitted to continue the insurance coverage for a period of up to eighteen (18) months from the date of layoff. Officer rights and benefits under this Section are subject to the terms and conditions of the applicable insurance policy or plan.

## **ARTICLE VIII**

### **SENIORITY**

**Section 8.1. Seniority.** Seniority shall be determined by full-time continuous service as a sworn peace officer, calculated from the date of most recent hire with the Village, less adjustments for layoff, suspensions and approved leaves of absence without pay of more than thirty (30) calendar days, unless otherwise required by state or federal law.

**Section 8.2. Termination of Seniority.** Seniority and the employment relationship shall be terminated for all purposes if the officer:

- a) quits;
- b) retires or is retired;
- c) fails to report to work on the first scheduled work day after the conclusion of an authorized leave of absence, unless the failure to report is due to extenuating circumstances beyond the control of the officer as determined by the Chief;
- d) is laid off and fails to notify the Village of his intent to return to work within seven (7) calendar days after receiving notification of recall or fails to report to work within fourteen (14) calendar days after receiving notification of recall;
- e) is laid off for a period in excess of fifteen (15) months;
- f) is absent for three (3) or more consecutive work days without notifying the Village, unless the failure to notify and report is due to extenuating circumstances beyond the control of the officer, as determined by the Chief;

- g) is unable to perform work for the Village for a period in excess of twelve (12) months.

**Section 8.3. Seniority List.** On or before January 1 of each year, the Village will post a seniority list setting forth each officer's seniority dates. The Village shall not be responsible for errors on the seniority list unless such errors are brought to the attention of the Police Chief in writing within ten (10) calendar days after the posting of the seniority list.

## **ARTICLE IX**

### **PROBATIONARY PERIOD**

**Section 9.1. Probationary Period.** All new officers and those hired after loss of seniority shall be considered probationary officers until they complete a probationary period of eighteen (18) months of employment. The Police Chief may extend an employee's probationary period one (1) time for six (6) months, if, at the Chief's discretion, the officer needs additional time to qualify as an officer. During an officer's probationary period the officer may be disciplined, laid off or terminated at the sole discretion of the Village. No grievance shall be presented or entertained in connection with the discipline, layoff or termination of a probationary officer.

There shall be no seniority among probationary officers. Upon successful completion of the probationary period, an officer shall acquire seniority which shall be retroactive to his last date of hire with the Village in a position covered by this Agreement.

## ARTICLE X

### HOURS OF WORK AND OVERTIME

**Section 10.1. Application of Article.** This Article is only intended to serve as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week or per work cycle.

**Section 10.2. Work Day/Work Schedule.** Except as provided elsewhere in this Agreement, the regular work schedule shall consist of not more than eighty (80) hours per Village pay period. The regular work day shall normally include a forty-five (45) minute meal period and one fifteen (15) minute break period at times approved by the Village. (Officers are on-call during meal and break periods and shall not be compensated for call-outs during said periods.) The Police Chief shall post a departmental work schedule at least ten (10) days in advance.

**Section 10.3. Changes in Regular Work Day or Regular Work Schedule.** Should it be necessary in the Village's judgment to establish a schedule departing from the regular work day or the regular work schedule, or to change the shift, schedule or days off of an officer or officers, the Village will, absent emergency, give as much notice of such change as is practicable to all officers directly affected by such change. Schedule changes shall not be for arbitrary and capricious reasons.

**Section 10.4.Overtime.** Officers shall be paid one and one-half (1-1/2) times their regular straight time hourly rate of pay for all hours worked in excess of eighty (80) hours in the Village pay period. For purposes of this Section, hours worked shall include all compensated hours except paid sick leave. Overtime rates are calculated by dividing the annual rate (see

Appendix C attached hereto) by 2,080 and multiplying the resulting hourly rate by one point five (1.5). Overtime shall be paid in thirty (30) minute increments.

**Section 10.5. Compensatory Time.** Officers, at the Chief's sole discretion, may elect to receive, in lieu of overtime pay, compensatory time equal to one and one-half (1-1/2) times the overtime hours worked as defined in Section 10.4 above. An officer may not have a maximum accumulation of more than sixty (60) hours of compensatory time. If the officer has accumulated sixty (60) hours of compensatory time, the officer shall be eligible for overtime pay in accordance with Section 10.4. Compensatory time may be scheduled in one (1) day increments and only with the prior approval of the Police Chief or his designee.

**Section 10.6. Overtime Opportunities.** The Chief or his designee shall have the right to require overtime, which officers may not refuse, and to seek volunteers for overtime assignments. Provided, however, the Chief or his designee shall have the right to determine whether a vacancy shall be filled. If the Chief or his designee determines to fill the vacancy, the vacancy shall be filled by eligible officers available to work the overtime opportunity by order of seniority. If no full-time officer volunteers for said overtime, the Chief may fill the vacancy with a part-time officer. For vacancies created with 24 hours' notice or more, it shall be the Chief's discretion as to how to fill it.

**Section 10.7. Court Time.** If an officer is required by the Village or by a civil or criminal court subpoena to appear in court outside his regular hours of work and in the performance of his official duties (on a matter in which the officer has no personal interest), he shall be paid for all hours actually worked or a minimum of three (3) hours of pay, whichever is greater, at the applicable rate of pay. The three (3) hour minimum shall not apply to court time

which is continuous with the officer's regular hours of work. An officer must notify the Chief immediately upon receipt of any subpoena and check with the Chief thereafter before responding to a subpoena.

**Section 10.8. Call-In Pay.** If an officer is called back to work before or after his regular hours of work (i.e., hours not contiguous to his regular shift), he will be paid 1½ times his regular straight time hourly rate of pay for all hours actually worked outside his regular hours of work or a minimum of three (3) hours' compensation, whichever is greater, at the applicable rate of pay. This section shall not be applicable to overtime which is scheduled at least 24 hours in advance of the time worked or for a call back where an officer is called back to correct an error or omission which is determined by the Police Chief or his designee to require correction/completion before the officer's next scheduled shift.

**Section 10.9. No Pyramiding.** Compensation shall not be paid more than once for the same hours under any provisions of this Agreement.

## ARTICLE XI

### HOLIDAYS AND PERSONAL DAYS

**Section 11.1 Designation of Holidays.** The following days shall be considered holidays during the term of this Agreement:

New Year's Day  
Martin Luther King Day  
Good Friday  
Memorial Day  
Juneteenth  
Independence Day

Labor Day  
Veterans Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Eve  
Christmas Day

**Section 11.2.Holiday Pay.** An officer shall be paid eight (8) hours pay at his regular straight time hourly rate of pay for each holiday, identified in Section 11.1 above. The compensation for New Year's Day, Martin Luther King Day, Good Friday and Memorial Day shall be on the first pay period in June. Juneteenth, Independence Day, Labor Day, Day after Thanksgiving (effective May 1, 2019), Veterans Day, Thanksgiving Day, Christmas Eve (effective May 1, 2019), and Christmas Day shall be compensated on the first pay period in December. A probationary officer shall only be paid for the holidays occurring after he begins employment during the calendar year in which he begins employment. An officer whose employment terminates prior to the pay period in which holiday compensation is to be paid shall be paid for the holidays which occurred prior to his termination.

**Section 11.3.Personal Days.** Officers shall be entitled to thirty six (36) hours of personal leave each calendar year. Personal days must be taken in one (1) day increments, absent emergency, requested 24 hours in advance of the requested day off, and are subject to the prior approval of the Police Chief or his designee. Personal days shall not accumulate from one calendar year to the next. A probationary officer shall be entitled to a prorated number of personal days during the calendar year in which he begins employment if his employment begins prior to October 1.

## ARTICLE XII

### VACATIONS

**Section 12.1. Allowance.** A non-probationary officer will be granted vacation on January 1 based upon the years of continuous service in a position covered by this Agreement in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Annual Vacation Earned</u>
At least 1 year, but less than 6 years	80 hours
At least 6 years but less than 12 years	120 hours
At least 12 years but less than 17	160 hours
Seventeen Years and over	200 hours

Vacation earned during one calendar year must be used during the immediately following calendar year.

**Section 12.2. Vacation Eligibility.** A probationary officer will be granted eighty (80) hours of vacation time after completing one year of continuous service in a position covered by this Agreement. Officers absent during a calendar year for more than sixteen (16) working days due to a layoff, suspension, leave of absence, (excluding approved PEDDA leave) or any period in a non-pay status shall earn a prorated vacation allowance for use during the immediately following calendar year.

**Section 12.3. Vacation Pay.** Vacation pay shall be paid at the rate of the officer's regular straight-time hourly rate of pay in effect for the officer's regular job classification at the

time of the officer's vacation. In order to receive vacation pay, an officer who calls in sick the last scheduled workday preceding or the first scheduled workday following the vacation shall provide a physician statement which complies with the provisions of Section 13.3.

**Section 12.4. Vacation Scheduling.** Officers desiring vacation leave shall submit their requests in writing on the form provided by the Village.

During January, all officers who are granted more than eighty (80) hours of vacation shall, by seniority, submit their first choice for at least eighty (80) hours of vacation for the calendar year. Officers who are granted eighty (80) hours of vacation shall, by seniority, submit their first choice for at least forty (40) hours of vacation for the calendar year. Officers may not select more than ten (10) workdays total in the first round of vacation picks. Vacations shall be scheduled insofar as practicable at times desired by each officer, with the determination of preference being made on the basis of an officer's length of continuous service, the needs of the Department and the remaining staff to perform the duties. All vacation requests by seniority shall be submitted by January 15. A vacation schedule shall be available in the Police Chief's office on or before January 31 of each year.

Vacations requested after January 15 shall be scheduled by the 15th of the month preceding the month during which the officer desires to take the vacation. The Police Chief, in his discretion, may approve the use of vacation days with less notice. This vacation shall be scheduled on a first come, first serve basis. Vacation must be scheduled in one (1) day increments and approved in advance by the Police Chief or his designee.

It is expressly understood that the final right to designate vacation periods and the maximum number of officer(s) who may be on vacation at any time is exclusively reserved to the

Police Chief or his designee in order to insure the orderly performance of the services provided the Village. Such decision shall not be made in an arbitrary or capricious manner.

**Section 12.5. Limitation on Accumulation of Vacation.** Vacation must be taken in the calendar year following the calendar year in which it is earned. Vacation may not be carried over into a subsequent calendar year and any vacation not used during that calendar year shall automatically be forfeited at the end of the calendar year. Provided, however, an officer will be compensated at his regular straight-time hourly rate of pay for up to a maximum of forty (40) hours of earned but unused vacation and/or personal leave, if the officer schedules the vacation and it is cancelled by the Chief or the officer attempts to schedule the vacation at a reasonable time in advance of the end of the calendar year and the request is denied.

**Section 12.6. Pay Upon Termination.** Officers shall receive compensation for all earned but unused vacation and compensatory time, if any, as of the officer's date of termination.

**Section 12.7. Vacation Cancellation.** In the case of an emergency, the Police Chief may cancel and reschedule any or all approved vacation in advance of its being taken or recall back any officer from vacation in progress. Absent emergency, officers desiring to cancel vacation must do so prior to the work schedule (for the month) going into effect.

## ARTICLE XIII

### SICK LEAVE

**Section 13.1. Allowance.** An officer shall be paid for time off due to illness or injury of the officer. Provided, however, payment will not exceed four (4) incidences or sixty (60) days within a 365 day consecutive day period (which commences with the first full day of the first

incident). An officer shall not be paid for a fifth incident or the 61st day within the “rolling” year period. A probationary officer shall not qualify for sick pay during the first three (3) months of employment.

Each fiscal year, up to five (5) sick leave days per occurrence ~~year~~ of the employee’s Sick days may be utilized to care for a family member or relative of the employee’s immediate household who is ill or injured. All foreseeable leave for such purposes shall require a specific prior approval of the Chief of Police, such approval shall not be unreasonably denied. In the event of sick leave for any purpose, the Chief of Police may require the certificate of a medical doctor giving information as to the circumstances involved. A family member may give the appropriate notice required by this Section in the event the employee is physically unable to request additional leave time.”

**Section 13.2. Sick Leave Notification.** In the event an officer is unable to work due to illness or injury as provided above, the officer must notify his immediate non-bargaining unit supervisor of his absence and the nature of the illness/injury, at the earliest possible time, but no later than two (2) hours prior to the start of his scheduled shift. If the supervisor is not available by phone, the officer must notify the front desk of the absence and follow-up with an email to the supervisor with the nature of the illness. The failure to provide such notification may result in the officer being off without pay, and may subject the officer to discipline as well. The officer must submit a request for sick leave pay on the day that he returns to work. The request must be made on the form provided by the Village and all questions must be answered fully. The claim for sick leave pay must be approved by the Police Chief.

**Section 13.3. Medical Examination.** A physician's statement verifying: (1) the nature of the illness/injury; (2) that the officer was examined by the physician; (3) that the officer was unable to perform the duties of the position; and (4) that the officer is fit to return to duty shall be provided for any use of sick leave of three (3) or more consecutive days, unless specifically excused by the Police Chief or his designee. If the officer does not supply such statement/documentation or if the statement/documentation is not deemed satisfactory, the request for sick leave shall be denied, the time off shall be without pay and the officer may be subject to discipline.

**Section 13.4. Abuse of Sick Leave.** If an officer is suspected of abuse of sick leave, or if the officer has a pattern of absences, the Village reserves the right to take corrective action, including, but not limited to, requiring the officer to provide a physician's statement: (1) verifying the nature of the illness; (2) that the officer was examined by the physician; and (3) that the officer was unable to perform the duties of the position. Additionally, the Village retains the right to investigate sick leave usage and take corrective measures, including but not limited to, medical consultations (with a Village designated physician, at Village expense), counseling, denial of leave and discipline, up to and including discharge.

**Section 13.5. Sick Leave Utilization.** Sick leave shall be utilized in no less than one (1) day increments.

**Section 13.6. Payment for Medical Examinations.** All charges for medical examinations and physician statements shall be at the officer's expense, to the extent not covered by insurance.

**Section 13.7. Wellness Incentive.** An officer who does not use any sick leave during the 365 day “rolling” year period shall be awarded a wellness incentive in a lump sum payment equal to twenty (20) hours of pay at the officer’s regular straight time hourly rate of pay.

## **ARTICLE XIV**

### **ADDITIONAL LEAVES OF ABSENCE**

**Section 14.1. Family and Medical Leave.** Family and Medical Leave shall be granted in accordance with the Family and Medical Leave Act of 1993 (FMLA) and the rules and regulations issued in conjunction therewith. The parties agree that the Village may adopt policies to implement the Family and Medical Leave Act in accordance with what is legally permissible under the Family and Medical Leave Act.

**Section 14.2. Military Leave.** Military leave shall be granted in accordance with applicable law, as it may from time to time be amended.

**Section 14.3. Jury Duty Leave.** Any officer who is required to serve on a jury shall be excused from work without loss of regular straight-time pay for the days or portions thereof on which the officer must be present for such jury duty and on which the officer would otherwise have been scheduled to work. The officer shall submit a certificate evidencing that he appeared and served as a juror. The officer shall remit any jury duty fees to the Village in order to receive pay for such jury duty. An officer may retain, however, any jury duty funds specifically designated as reimbursement for travel expenses. An officer shall return to work when not actually appearing or serving as a juror and immediately upon release from jury duty.

**Section 14.4. Funeral Leave.** In the event of the death of a member of the immediate family, an officer will be granted up to three (3) working days with pay, as may be needed prior

to and including the day of the funeral, as funeral leave, if the officer attends the funeral. For purposes of this section, the immediate family shall be defined as spouse, children, (including step and adopted), parents of officer (including step) or spouse, brothers or sisters, grandparents or grandchildren. In the event of the death of a member of the extended family, an officer may request one (1) day off with pay to attend the funeral. The extended family shall be defined as aunts, uncles, nieces, nephews, grandparents of spouse, brothers-in-law, and sisters-in-law. An officer may request an additional two (2) days off. Additional days off are subject to the prior approval of the Police Chief or his designee and shall be deducted from the officer's vacation or compensatory time. An officer may be required to provide satisfactory evidence of attendance at the funeral or the death of a member of the immediate or extended family. An officer may be required to produce documentation of a death in the family.

**Section 14.5. Non-Employment Elsewhere.** A leave of absence will not be granted to enable an officer to try for or accept employment elsewhere or for self-employment. Officers who engage in employment elsewhere, including self-employment, during any leave of absence, without written permission of the Village, may be terminated by the Village, subject to the procedures established by the Village of Berkeley Board of Fire and Police Commissioners.

## **ARTICLE XV**

### **INSURANCE**

**Section 15.1. Medical Insurance Coverage, Benefits and Costs.** Bargaining unit employees shall be eligible to receive the same insurance coverage and benefits at the same costs

and under the same terms and conditions applicable to the non-bargaining unit Village employees generally, as they may be modified from time to time.

**Section 15.2. Premium Cost.** Officers who do not participate in the Village's Wellness Program (program details outlined in Appendix D) shall pay 25% of the monthly premium in effect for applicable medical insurance coverage (employee, employee + spouse, employee + child, family) as the coverage and/or premiums may be modified from time to time.

The monthly premium payable to the employee may be reduced by 5% in any program year in which the employee and their spouse participates in the Village's annual wellness screening event. The monthly premium payable by the employee may be further reduced by up to another 5% in any program year in which the employee participates in any of the following additional wellness program tasks:

- a. Participation in the Wellness Challenge
- b. Participation in the Lunch and Learn / Exercise Series
- c. Participation in walk/run/bike or similar type event
- d. Completion of all annual screenings (annual vision and dental exams)
- e. Weight loss program
- f. Gym Membership (1% for 6 month membership; 2% for a full year membership)

Premium reduction for any of the above activities shall be 1% each, unless otherwise noted, up to a maximum reduction of 5%. Proof acceptable to the Village shall be required for any of the above activities to apply as a premium reduction. The program year runs from January 1 through December 31.

**Section 15.3. Wellness Program.** The Wellness Program is established by the IPBC and must be carried out by employees (and spouses) in the following manner:

- a. Participate in an annual health screening/health assessment including blood draw (Village does not receive a copy of the result);
- b. Participate in age appropriate screenings and dental exams;
- c. Participate in wellness interest surveys and wellness committee; and
- d. Participate in “Action Based” programs (i.e. onsite seminars, activities, nutrition programs, health coaching, etc.)

Program requirements subject to change based on IPBC requirements. Any changes must be presented to the union for negotiations.

**Section 15.4. Cost Containment.** The Village reserves the right to maintain or institute cost containment measures relative to insurance coverage. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for designated surgical procedures.

**Section 15.5. Terms of Policies to Govern.** The extent of coverage under the insurance policies referred to in Section 16.1 of this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance and arbitration procedures set forth in this Agreement.

**Section 15.6. Term Life Insurance.** Each officer covered by this Agreement shall be provided with the same term life insurance coverage as other Village employees generally.

Provided, however, the amount of life insurance coverage shall not be less than \$25,000. The Village retains the right to change carriers and/or self-insure this benefit.

**ARTICLE XVI**  
**COMPENSATION**

**Section 16.1. Wage Schedule.** Officers shall be compensated in accordance with the annual wage schedule attached to this Agreement and as described below.

**Section 16.2. Wage Increases.** The annual wages of officers covered by this Agreement shall be increased as follows:

Effective May 1, 2023	3.50% (Appendix C-1)
Effective May 1, 2024	3.00% (Appendix C-2)
Effective May 1, 2025	2.75% (Appendix C-3)
Effective May 1, 2026	2.75% (Appendix C-4)

Any officer covered by the agreement who reaches fifteen (15) years of service as a police officer with the Village of Berkeley will receive a two percent (2%) increase added onto their base rate of pay. Any officer covered by the agreement who reaches twenty (20) years of service as a police officer with the Village of Berkeley will receive a two percent (2%) increase added onto their base rate of pay. —Any officer covered by the agreement who reaches twenty-five (25) years of service as a police officer with the Village of Berkeley will receive a two percent (2%) increase added onto their base rate of pay.

**Field Training Officer (FTO) Pay** Any officer assigned as a Field Training Officer will be paid an additional one hour of pay at time and one half for each shift the FTO is actually training.

**Officer in Charge (OIC Pay)** –Any Officer assigned as Officer in Charge, will receive an additional one hour of straight time, at the officer’s regular rate of pay, for any time an Officer is acting in the position of OIC.

An officer eligible for a step increase in accordance with the annual wage schedule set forth in Appendix C shall receive the step increase on his anniversary date of employment.

The salary increases effective May 1, 2023 shall be retroactive for all employees still on the active payroll of the Village on the effective date of this Agreement.

### **Section 16.3. Juvenile Officer/Investigator/Community Policing**

**Officer/ Neighborhood Watch Program Director Pay.** An officer assigned by the Chief to be a Juvenile Officer, an Investigator, a Community Policing Officer, or a Neighborhood Watch Program Director shall be paid an additional \$150.00 per month for each completed continuous month in the assignment. Such pay shall be added to the officer’s base pay.

**Section 16.4. EMT-B.** Effective May 1, 2023, an officer who was required by the Chief prior to May 1, 2023, and who has obtained the EMT-B certification shall be paid an additional \$800 added to their base salary. The Village will no longer require that the certificate be maintained as a condition of continued employment and the Village will no longer release from duty or otherwise compensate the officer for time spent off duty in training.

**Section 16.5 Educational Incentive Pay.** An officer who obtains one of the following degrees from an accredited institution of higher learning shall be paid the following additional amount per month.

Associate's Degree	\$100.00 per month
Bachelor's Degree	\$200.00 per month
Master's Degree	\$300.00 per month

An employee shall not receive payment for more than one degree. Such pay shall be added to the officer's base pay. An officer must produce evidence of the Degree, satisfactory to the Police Chief.

## **ARTICLE XVII**

### **UNIFORMS**

**Section 17.1. Uniforms.** The Police Chief or his designee shall have the right to establish the type, style and color of uniforms and the equipment to be used by officers, which may be changed from time to time, as well as the rules and regulations concerning the use, wear and replacement of uniforms and equipment. Provided, however, any major change to the uniforms or equipment will be paid for by the Village.

The Village shall provide each new officer with an initial issue of uniform apparel and equipment. A probationary officer will receive a prorational clothing allowance in the January following the calendar year in which he begins employment to purchase uniforms and equipment. Beginning in the calendar year after an officer has completed one (1) year of continued employment, an officer will receive from the Village a non-taxable check one time per year for each year of this Agreement in the amount \$825 effective May 1, \$850 on May 1, 2024, \$875 on May 1, 2025, and \$900 on May 1, 2026, to be used to purchase and maintain all

authorized uniforms and equipment. Officers assigned to the investigative plainclothes division shall receive a one time \$200 clothing allowance upon assignment to the division. The list of Village provided uniform apparel and equipment and the equipment which the officer must provide is attached hereto as Appendix D of this Agreement.

## **ARTICLE XVIII**

### **GENERAL PROVISIONS**

**Section 18.1. Board of Fire and Police Commissioners.** The parties recognize that the Board of Fire and Police Commissioners of the Village of Berkeley has certain authority over officers covered by this Agreement. Nothing in this Agreement is intended in any way to replace or diminish that authority.

**Section 18.2. Duty Trades.** Duty trades shall be allowed only at the discretion of the Police Chief or his designee. Requests for such duty trades shall follow procedures as established or modified by the Chief. Duty trades are a privilege which shall not interfere with the operation of the Police Department or result in the payment of overtime.

If an officer requests and receives authorization to exchange duty with a second officer and the second officer is then unable to work the duty, the duty time shall be deducted from the first officer's appropriate accumulated benefit time. The deductions allowed herein shall not limit the ability of the Village to discipline an officer for abuse of duty trade privileges. Any hours worked in accordance with this provision shall be counted as hours worked by the officer originally scheduled to work.

**Section 18.3. Light Duty.** The Village may require an officer who is on a paid or unpaid leave of absence, including leaves for work-related accidents or injuries, to return to work in an available light duty assignment that the officer is qualified to perform, provided that the

Village's physician has determined that the officer is physically able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the officer will be able to assume full duties and responsibilities within one hundred twenty (120) calendar days. Officers may also request light duty assignments in accordance with the provisions of this Section. The terms and conditions of any light duty assignment, including hours of work, shall be determined exclusively by the Police Chief or his designee. Generally, a light duty assignment under this Section shall not exceed one hundred twenty (120) calendar days. The Village reserves the right to terminate any light duty assignment at an earlier time.

If an officer returns or is required to return to work in a light duty assignment and the officer is unable to assume full duties and responsibilities within one hundred twenty (120) calendar days, the Village retains the right to terminate the officer's light duty assignment.

Nothing herein shall be construed to require the Village to create or maintain a light duty assignment for an officer. Officers will only be assigned light duty assignments when the Village determines that the need exists and only as long as such need exists.

Nothing in this Section shall effect the statutory rights of the Berkeley Police Officers Pension Board in dealing with an officer on a disability pension.

**Section 18.4. Outside Employment.** Secondary employment must be reviewed and approved by the Chief of Police prior to the commencement of such secondary employment. Secondary employment may be permitted where the Chief determines that such employment will not (1) have an adverse impact upon the operations or image of the department or officer; (2) will not involve the use of Village equipment or supplies unless otherwise approved by the

Police Chief; and (3) will not result in a conflict of interest. Officers will not be permitted to engage in secondary employment activities including but not limited to employment activities in such enterprises as taverns, institutions whose primary function is to serve liquor, and adult entertainment facilities. Requests for secondary employment shall be approved or denied based upon the above criteria within a reasonable time. Officers who engage in outside employment without the permission of the Chief shall be subject to discipline up to and including termination.

**Section 18.5. Americans With Disabilities Act.** Notwithstanding the other provisions of this Agreement, the Village may take reasonable actions necessary to comply with the Americans with Disabilities Act.

**Section 18.6. Fitness Examinations.** If the Employer has a reason to question an officer's fitness for duty or fitness to return to duty following a layoff or leave of absence, the Employer may require, at its expense that the officer have an examination by a qualified and licensed medical professional specializing in law enforcement (e.g., physician, psychiatrist, psychologist) selected by the Employer. Prior to being sent for a fitness examination, the officer shall be notified in writing of the reasons. If it is determined that the officer is not fit for duty, the Employer may take the appropriate action including, but not limited to, placing the officer on sick leave or an unpaid medical leave, if the officer has exhausted all of his sick leave. Prior to going on unpaid medical leave, an officer shall be permitted to use accumulated benefit time (e.g., sick, vacation).

**Section 18.7. Drug and Alcohol Testing.** Drug and alcohol testing shall be in accordance with Village of Berkeley Police Department Policy and Procedure Manual, attached hereto as Appendix E.

**Section 18.8. Personnel Files.** The Village agrees to comply with the provisions of the Personnel Records Review Act, as it may from time to time be amended.

**Section 18.9. Precedence of Agreement.** If there is any conflict between the provisions of this Agreement and the provisions of any Village ordinance, Police Department Policy or Procedure or Police Department General Order which may be in effect from time to time, the specific terms of this Agreement shall take precedence.

**Section 18.10. Damage to Personal Property.** The Village shall reimburse an officer for the reasonable value of personal property (i.e., glasses, watch) which is damaged during the course of an officer's duties when he is involved in a physical altercation up to a maximum of \$100 per watch and \$200 for glasses up to a maximum of \$200 per rolling 12-month period.

**Section 18.11. Tuition Reimbursement.**

Tuition Reimbursement Program. The Village will reimburse tuition, for Full-Time employees, for approved courses or degree programs at colleges and universities under the following conditions:

1. The individual course or degree related course of study is job-related to the employee's present or future job responsibilities as determined by the Department Head.
2. The Department Head recommends and the employee receives written approval from the Department Head prior to the course beginning. This paperwork should be turned into Human Resources and put in the employee's personnel file.
3. Reimbursement will be dependent on a sliding scale depending on the grade achieved and are as follows:

- a. Grade "A": 100% reimbursement

- b. Grade “B”: 85% reimbursement
- c. Grade “C”: 65% reimbursement
- d. Pass: 50% reimbursement

4. Employees who anticipate requesting tuition reimbursement shall do so by December 31 of the year preceding the fiscal year in which they will request such reimbursement. The Village will then determine during the budget process whether there are sufficient funds to be budgeted and available to cover such costs.

5. Reimbursement per employee shall not exceed \$2,000.00 per fiscal year.

6. Upon separation, employees will be required to reimburse the Village for any college tuition costs paid by the Village based upon a sliding scale. This scale requires employees to pay these costs back if an employee stays less than five (5) years and is based upon the last date a reimbursement request was paid. This scale is as follows:

- a. 1-2 years: 100% reimbursement
- b. 2-3 years: 75% reimbursement
- c. 3-4 years: 50% reimbursement
- d. 4-5 years: 25% reimbursement
- e. 5 years or more: 0% reimbursement”

**Section 18.12. Discipline.** Disciplinary action shall normally include, but not be limited to, verbal warnings, written warnings, suspensions without pay and discharges. Discipline shall be based upon the severity of the offense, the officer’s employment history and other relevant factors.

**Section 18.13. Uniform Peace Officers' Disciplinary Act.** The Village agrees to abide by the provisions of the Uniform Peace Officers' Disciplinary Act, as it may be modified from time to time. Provided, however, an alleged violation shall not be subject to the grievance and arbitration provisions of the Agreement.

## **ARTICLE XIX**

### **SAVINGS CLAUSE**

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, Section or portion thereof specifically specified in the board, agency or court decision or subsequent legislation, and the remaining parts or portions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet and negotiate with respect to a substitute provision(s) for the provision(s) held invalid and unenforceable.

## **ARTICLE XX**

### **ENTIRE AGREEMENT**

This Agreement, upon ratification, supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term. If a past practice is not addressed in the Agreement, it may be changed consistent with the Management Rights clause.

The Village and the Council, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain

collectively with respect to any subject referred to, or covered in this Agreement, including the impact of the Village's exercise of its rights specified herein on wages, hours or terms and conditions of employment. In so agreeing, the parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**ARTICLE XXI**

**DURATION AND TERMINATION**

This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2023. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no more than one hundred twenty (120) or less than ninety (90) days prior to the expiration date that it desires to modify this Agreement.

Notwithstanding any provision of this Article or Agreement to the contrary, to the extent required by law, this Agreement shall remain in full force and effect after the expiration date while negotiations or resolution of impasse procedures are continuing for a new Agreement.

Executed this \_\_\_ day of \_\_\_\_\_, 2023.

VILLAGE OF BERKELEY

ILLINOIS COUNCIL OF POLICE

\_\_\_\_\_  
Village President

*Richard L. Bruno*  
\_\_\_\_\_  
Union President

\_\_\_\_\_  
Village Administrator

\_\_\_\_\_  
Chapter Representative

\_\_\_\_\_  
Chief of Police

\_\_\_\_\_  
Chapter Representative

# APPENDIX A

## I.C.O.P.S. APPLICATION FOR MEMBERSHIP AND DUES DEDUCTION AUTHORIZATION

458

I hereby voluntarily apply for membership in **Illinois Council of Police** and authorize said Union to represent me as my exclusive collective bargaining representative to negotiate on my behalf all terms and conditions of employment, either into agreements on my behalf and to otherwise represent me in any and all claims and matters arising out of my employment. I hereby agree to be bound by the Constitution and By-Laws of the **Illinois Council of Police** and by any collective bargaining agreements negotiated by the Union with my Employer.

I authorize and direct my Employer \_\_\_\_\_  
to deduct from my wages each pay period as provided by the Agreement between the Union and said Employer the monthly dues which may be charged by the Union in order to maintain my membership in good standing.

Unless this authorization is revoked by me by notice to my Employer as permitted under law, the authorization shall continue in force and effect until expiration of the collective bargaining agreement and thereafter or under successive collective bargaining agreements.

Print Name \_\_\_\_\_ Job Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_  
Street City State Zip

Telephone \_\_\_\_\_ Cell \_\_\_\_\_

White-Union copy

Yellow-Payroll copy

Pink-Member copy

**APPENDIX B**

**GRIEVANCE**

(Use additional sheets where necessary)

Department: \_\_\_\_\_ Date Filed: \_\_\_\_\_

Grievant's Name: \_\_\_\_\_  
Last First M.I.

**STEP ONE**

Date of Incident or Date Knew of Facts Giving Rise to Grievance: \_\_\_\_\_

Article(s) and Section(s) of Contract Violated: \_\_\_\_\_

Briefly State the Facts: \_\_\_\_\_

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

Given To: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature ICOPS 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 ICOPS Representative Signature

**EMPLOYER'S STEP TWO RESPONSE**

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Employer Representative Signature	Position
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Employer to Whom Response Given	Position
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**STEP THREE**

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

Given To: \_\_\_\_\_ Date/Time: \_\_\_\_\_

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Grievant's Signature	ICOPS Representative Signature
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**EMPLOYER'S STEP THREE RESPONSE**

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Employer Representative Signature	Position
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Employer to Whom Response Given	Position
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**REFERRAL TO ARBITRATION by Illinois Council of Police**

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Person to Whom Referral Given	Date
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ICOPS Labor Council Representative

**APPENDIX C-1**  
**EFFECTIVE MAY 1, 2023**  
**+3.50%**

<b>Month's Years of Continuous Service</b>	<b>Salary</b>
START	\$66,712.27
AFTER TWELVE MONTHS	\$71,860.45
AFTER TWO YEARS	\$77,005.97
AFTER THREE YEARS	\$82,168.86
AFTER FOUR YEARS	\$84,738.25
AFTER FIVE YEARS	\$92,299.27
AFTER FIFTEEN YEARS	\$94,145.27
AFTER TWENTY YEARS	\$96,028.17
AFTER TWENTY FIVE YEARS	\$97,948.74

**APPENDIX C-2**  
**EFFECTIVE MAY 1, 2024**  
**+3.00%**

<b>Month's Years of Continuous Service</b>	<b>Salary</b>
START	\$68,712.64
AFTER TWELVE MONTHS	\$74,016.27
AFTER TWO YEARS	\$79,316.15
AFTER THREE YEARS	\$84,633.92
AFTER FOUR YEARS	\$87,280.40
AFTER FIVE YEARS	\$95,068.25
AFTER FIFTEEN YEARS	\$96,969.62
AFTER TWENTY YEARS	\$98,909.01
AFTER TWENTY FIVE YEARS	\$100,887.20

**APPENDIX C-3**  
**EFFECTIVE MAY 1, 2025**  
**+2.75%**

<b>Month's Years of Continuous Service</b>	<b>Salary</b>
START	\$70,603.26
AFTER TWELVE MONTHS	\$76,051.71
AFTER TWO YEARS	\$81,497.34
AFTER THREE YEARS	\$86,961.36
AFTER FOUR YEARS	\$89,680.61
AFTER FIVE YEARS	\$97,682.63
AFTER FIFTEEN YEARS	\$99,636.29
AFTER TWENTY YEARS	\$101,629.01
AFTER TWENTY FIVE YEARS	\$103,661.60

**APPENDIX C-4**  
**EFFECTIVE MAY 1, 2026**  
**+2.75%**

<b>Month's Years of Continuous Service</b>	<b>Salary</b>
START	\$72,544.85
AFTER TWELVE MONTHS	\$78,143.14
AFTER TWO YEARS	\$83,738.52
AFTER THREE YEARS	\$89,352.79
AFTER FOUR YEARS	\$92,146.83
AFTER FIVE YEARS	\$100,368.90
AFTER FIFTEEN YEARS	\$102,376.29
AFTER TWENTY YEARS	\$104,423.81
AFTER TWENTY FIVE YEARS	\$106,512.29

## **APPENDIX D**

### **VILLAGE PROVIDED UNIFORMS AND EQUIPMENT**

Winter Boots  
Summer Shoes or Boots  
Pants (2)  
Summer Shirts (3)  
Winter Shirts (3)  
Badge  
Hat Badge  
Tie  
Tie Tack  
Sweater  
Summer Hat  
Winter Hat  
Rain Coat  
Winter Coat  
Coat Badge  
Name Tags (2)  
Ballistic Vest  
Ammo  
Handcuffs  
OC spray  
Batonholder

Ammo Pouch  
Handcuff Case  
OC Case

### **OFFICER PROVIDED EQUIPMENT**

Weapon  
Duty Belt  
Holster

**APPENDIX E**

**BERKELEY POLICE DEPARTMENT**

**GENERAL ORDER 28**

Subject                    Drug and Alcohol Testing

Date of Issue             \_\_\_\_\_

Effective Date            \_\_\_\_\_

Annual Review  
Date                        October

Issuing Authority        Police Chief

PURPOSE

The purpose of this General Order is to provide all sworn and nonsworn employees with notice of the provisions of the department drug and alcohol testing program.

POLICY

It is the policy of this department that the critical mission of law enforcement justifies maintenance of a drug free work environment through the use of a reasonable employee drug and alcohol testing program. The law enforcement profession has several uniquely compelling interests that justify the use of employee drug and alcohol testing. The public has the right to expect that those who are sworn to protect them are at all times both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of alcohol and/or controlled substances and other forms of drug and/or alcohol abuse will seriously impair an employee's physical and mental health, and thus, their job performance.

Where law enforcement participate in abuse of alcohol and/or illegal drug use and drug activity, the integrity of the law enforcement profession, and public confidence in it is destroyed. This confidence is further eroded by the potential for corruption created by drug use.

Therefore, in order to ensure the integrity of the department, and preserve public trust and confidence in a fit and drug and alcohol free law enforcement

profession, this department shall implement a drug and alcohol testing program to detect prohibited drug and alcohol use by all personnel.

## PROCEDURES

### 28.1 Definitions

Employee — any person employed by the police department.

Supervisor — Those sworn employees assigned to a position of having day to day responsibility for supervising subordinates, or who are responsibility commanding a work element.

Drug — Any controlled substance listed in 720 ILCS 550/1, et seq. or 21 U.S.C. § 812, et seq., including an analog of any listed drugs for which the person does not submit a valid pre-dated prescription and all illegal drugs. “Illegal drugs” shall be defined as cannabis and controlled substances under state or federal law which are not being used under the supervision of a licensed health care professional or otherwise in accordance with law.

Drug Test — The compulsory production and submission of urine or blood by an employee in accordance with departmental procedures, for chemical analysis to detect prohibited drug usage.

Drug Abuse — Use of any drug, as defined above, the use of a prescription drug which has not been legally prescribed or dispensed, or the abuse of a legally prescribed drug.

Reasonable Suspicion — That quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an individual that would lead the reasonable person to suspect that the individual is or has been using drugs while on or off duty.

Probationary Employee — For the purpose of this policy only, a probationary employee shall be considered to be any person who is conditionally employed with the department as a law enforcement officer.

Alcohol Test — The compulsory production and submission of breath by an employee in accordance with department procedures for analysis to detect prohibited alcohol use.

Positive Test Result — Where the specimen tested contains drug or drug metabolite concentrations at or above those specified herein.

Alcohol Abuse or Being Under the Influence of Alcohol — A blood alcohol content of .02 **or more**. A blood alcohol content of less than .02 shall not preclude the Village from acting to prove that the employee was unable to perform his duties properly or was impaired while on duty.

## 28.2 Prohibited Activity

The following rules shall apply to all applicants, probationary, sworn and nonsworn personnel, while on or off duty:

### 28.2.1 Possession

No employee shall illegally possess, manufacture, distribute, dispense, sell or purchase any drug at any time or any place, except as expressly required in the performance of the employee's official duties. No employee shall possess, manufacture, distribute, dispense, sell or purchase alcohol at any time during the course of the work day or anywhere on Village owned property, including Village buildings and Village owned vehicles, except as expressly required in the performance of the employee's official duties.

### 28.2.2 Ingestion

No employee shall use or ingest or test positive for any drug or other dangerous substance, unless prescribed by a licensed medical practitioner, except as expressly required in the performance of the employee's official duties. No employee shall use or ingest or be under the influence of alcohol during the course of the work day or anywhere on Village owned property, including buildings and vehicles, except as required in the performance of the employee's official duties.

### 28.2.3 Notifying Supervisor

Employees shall notify their immediate supervisor when required to use prescription or over the counter medication which they have been informed or the container contains warnings that the medication has the potential to impair job performance. The employee shall advise the supervisor of the known side effects of such medication, and the prescribed period of use.

### 28.2.4 Documentation

Supervisors shall document this information through the use of an internal memorandum to the Chief of Police. The employee may be temporarily reassigned to other duties or not allowed to work. An employee removed from duty shall be allowed to utilize appropriate accumulated benefit time. Any employee who has exhausted all his/her appropriate accumulated benefit time may be placed on an unpaid leave of absence.

#### 28.2.5 Prescribed Medication

No employee shall ingest any prescribed or over-the-counter medication in amounts beyond the recommended dosage.

#### 28.2.6 Unintentional Ingestion

Any employee who unintentionally ingests, or is made to ingest a controlled substance shall immediately report the incident to their supervisor so that appropriate medical steps may be taken to ensure the officer's health and safety.

#### 28.2.7 Reporting Incidents

Any employee having a reasonable basis to believe that another employee is illegally using, or in possession of any alcohol, drug or controlled substance shall immediately report the facts and circumstances to their supervisor. Supervisors may request written documentation.

#### 28.2.8 Discipline

Discipline of sworn employees for violation of this policy shall be in accordance with the due process rights provided in the department's discipline procedures. Committing any of the prohibits acts or violating any of the provisions of this General Order will result in discharge. Provided, however, a first offense for prohibited alcohol use or abuse shall not result in discharge. (This does not insulate an employee from additional discipline or discharge for violation of other Village rules.)

### 28.3 Applicant Drug and Alcohol Testing

#### 28.3.1 Applicant Testing

All applicants for any position within the police department shall be required to take a drug and/or alcohol test as a condition of employment along with a pre-employment medical examination.

#### 28.3.2 Disqualification of Applicant

Applicants shall be disqualified from further consideration for employment if they refuse to submit to a required drug and/or alcohol test or have a confirmed positive drug and/or alcohol test indicating drug and/or alcohol use prohibited by the policy.

### 28.4 Probationary Employee Drug Testing

#### 28.4.1 Unannounced Testing

All probationary employees shall be required as a condition of employment to participate in any unannounced random mass/mandatory drug and/or alcohol test scheduled for the probationary period. The frequency and timing of such tests shall be determined by the Chief of Police or his designee.

### 28.5 Employee Drug Testing

#### 28.5.1 Continued Employment

All employees will be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug and/or alcohol use.

#### 28.5.2 Supervisory Order

A Supervisor may order an employee to take a drug and/or alcohol test upon documented reasonable suspicion that the employee is or has been using drugs and/or alcohol in violation of this policy. A summary of the facts supporting the order shall be made available to the employee prior to the actual test.

#### 28.5.3 Physical Examination

A drug and alcohol test will be administered as part of any regular physical examination required by this department.

#### 28.5.4 Random Employee Testing

All or some employees shall be uniformly tested during any unannounced, random mass/mandatory drug and/or alcohol testing required by the department. The Chief of Police or his designee shall determine the frequency and timing of such tests. Random selection will be done by Village contracted testing company (See Appendix 1).

#### 28.5.5 Specialized Units

Drug and alcohol tests shall be considered as a condition of application to the specialized units within the department, and shall be administered as part of the required physical examination for that position.

#### 28.5.6 Vehicle Accident

All employees involved in vehicle accidents involving property damage or any personal injury while driving Village of Berkeley vehicles will submit to a drug and alcohol test with the Village contracted testing company as soon as possible.

#### 28.5.7 Post-Shooting Incident or Discharge

All employees on duty who discharge their weapon intentionally or unintentionally will be required to submit to a drug and/or alcohol test within a reasonable amount of time. This does not apply to officers involved in Firearms Training on the shooting range unless the incident involves an injury.

### 28.6 Drug-Testing Procedures

#### 28.6.1 Safeguards

The testing procedures and safeguards provided in this policy to ensure the integrity of department drug testing shall be adhered to by any personnel administering drug tests.

#### 28.6.2 Identification

Personnel authorized to administer drug tests shall require positive identification from each employee to be tested before they enter the testing area.

#### 28.6.3 Pre-Test Interview

A post-test interview shall be conducted by testing personnel with each employee in order to ascertain and document the recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs that may result in a false positive test result.

#### 28.6.4 Testing Area

The testing facility of the testing area shall be private and secure. Authorized testing personnel shall search the facility before an employee enters it to produce a urine sample, and document that it is free of any foreign substances. Production of the urine sample shall not be observed except in circumstances where the laboratory or facility does not have a “clean room” for submitting samples or where there is a reasonable belief that the employee has attempted to compromise the accuracy of the testing procedure.

#### 28.6.5 Failure to Produce a Specimen

Where the employee appears unable, or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug test report form. The employee shall be permitted no more than eight hours to give a sample, during which time he/she shall remain in the testing area, under observation. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test, unless there is a documented medical reason for the employee’s inability to produce the sample. If the employee is unable to produce a sufficient sample, a blood sample may be obtained in lieu of a urine sample.

#### 28.6.6 Split Samples

Employees shall have the right to request that their urine sample be split and stored in case of legal disputes. The urine samples must be provided at the same time, and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the facility in frozen storage for one (1) year. This sample shall be made available to the employee or his attorney should the original sample result in a legal dispute or the chain of custody be broken.

#### 28.6.7 Sealing and Labeling

Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the tested specimen. Samples shall be stored in a refrigerated atmosphere until tested or delivered to the testing lab representative.

28.6.7 Altered Specimen

Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained immediately, under direct observation of the testing personnel.

28.7 Drug-Testing Methodology

28.7.1 Testing Process

The testing or processing phase shall consist of a two-step procedure. An initial screening test and confirmation test.

28.7.2 Initial Test

The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as confirmed pending. Notification of test results to the Supervisor shall be held until the confirmation test results are obtained.

28.7.3 Positive Test

A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.

28.7.4 Identifiable Drugs

The drug screening tests selected shall be capable of identifying marijuana, cocaine, and every major drug of abuse including heroin, amphetamine and barbiturates. Personnel utilized for testing will be certified as qualified to collect urine samples or adequately trained in collection procedures.

28.7.5 Concentration Levels

Concentrations of a drug at or above the following levels shall be considered a positive test result when using the initial immunoassay drug screening test:

	<u>Initial Test Level ng/ml</u>
Marijuana metabolite .. .. .	50
Cocaine metabolite .... .	300
Opiate metabolites ..... .	300*
Pencyclidine ..... .	25
Amphetamines ... ..	1000
*25 ng/ml if immunoassay specific for free morphine	

Concentrations of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory GC/MS test on a urine specimen that tested positive using a technologically different initial screening method:

	<u>Confirmatory Test Level ng/ml</u>
Marijuana metabolite .. .. .	15 (1)
Cocaine metabolite .... .	150 (2)
Opiate:	
Morphine .. . . .	*300
Codeine .. . . .	*300
Pencyclidine .. . . .	25
Amphetamines: ... . . . .	
Amphetamine .. . . .	500
Methamphetamine .. . . .	500
(1) Delta-9 tetrahydrocannabinol-9-carboxylic	
(2) Benzoylcegonine	

28.7.6 Laboratory

The laboratory selected to conduct the analysis shall be experienced and capable of quality control, documentation, chain-of-custody, technical expertise, and demonstrated proficiency in urinalysis.

28.7.7 Negative Tests

Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. If an employee requests such, a copy of the letter will be placed in the employee’s personnel file.

28.7.8 Confidentiality

Any employee who breaches the confidentiality of testing information shall be subject to discipline.

27.8 Chain of Evidence-Storage

27.8.1 Chain-of-Custody

Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and chain-of-custody.

27.8.2 Storage

Where a positive result is confirmed, urine specimens shall be maintained in secured, refrigerated storage for an indefinite period.

28.9 Drug and Alcohol Test Results

28.9.1 Record Confidentiality

All records pertaining to department required drug and alcohol tests shall remain confidential, and shall not be provided to other employers or agencies without written permission of the person whose records are sought.

### 28.9.2 Record Storage

Drug and alcohol test results and records shall be stored and retained in compliance with state law, or for an indefinite period in a secured area where there is no applicable state law.

## 28.10 Employee Assistance

### 28.10.1 Employee Assistance Program

Any employee with a substance abuse (drug or alcohol) problem who reports this problem to the Chief of Police prior to being ordered to submit to a drug and/or alcohol test will be required as a condition of continued employment to enroll, participate and successfully complete a rehabilitation program. Seeking assistance does not insulate an employee from discipline for violation of Village rules, failing to fulfill obligations under an employee assistance or rehabilitation program or for future violations of Village rules.

### 28.10.2 Individual Random After Care Testing

All employees with a past history of drug and/or alcohol use shall be required to submit to random testing for at least 1 year after successful completion of a rehabilitation program. The frequency and timing of such testing shall be determined by the Chief of Police or his designee.

### 28.10.3 Positive Drug Tests

Any employee, during this period who tests positive for any of the prohibited drugs shall be immediately relieved from duty and brought before the Fire and Police Commission with the recommendation of dismissal.