09/09/24

VILLAGE OF BARRINGTON

ORDINANCE NO. 2024-4444

ORDINANCE CORRECTING ORDINANCE NO. 2023-4238
WHICH AUTHORIZED AND APPROVED
AN AGREEMENT BETWEEN THE VILLAGE OF BARRINGTON AND
ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

(Term: January 1, 2023 through December 31, 2025)

ADOPTED BY

THE CORPORATE AUTHORITIES

OF THE

VILLAGE OF BARRINGTON, ILLINOIS

THIS 23rd DAY OF September, 2024

Published in pamphlet form by the Corporate Authorities of the Village of Barrington, Cook and Lake Counties, Illinois, this 23rd day of September, 2024.

ORDINANCE NO. 2024-4444

ORDINANCE CORRECTING ORDINANCE NO. 2023-4238
WHICH AUTHORIZED AND APPROVED
AN AGREEMENT BETWEEN THE VILLAGE OF BARRINGTON AND
ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

(Term: January 1, 2023 through December 31, 2025)

WHEREAS, the Corporate Authorities of the Village of Barrington, Cook and Lake Counties, Illinois (the "Village") previously passed Ordinance No. 2023-4238 which approved an "Agreement Between the Village of Barrington and Illinois Fraternal Order of Police Labor Council" for a term of January 1, 2023 through January 1, 2025; and

WHEREAS, the Corporate Authorities of the Village wish to correct the reference to the term of the Agreement as set forth in Ordinance No. 2023-4238 to read as follows: "Agreement Between the Village of Barrington and Illinois Fraternal Order of Police Labor Council – January 1, 2023 through December 31, 2025" (the "Agreement"); and

WHEREAS, the Corporate Authorities of the Village have determined that it is in the best interests of the Village and its residents that said Agreement for the term January 1, 2023 through December 31, 2025 be executed and in effect:

NOW THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Barrington, Cook and Lake Counties, Illinois, in exercise of the authority of this Village as a Home Rule unit of government, as follows:

SECTION 1: The President and Board of Trustees hereby find that the recitals hereinabove set forth are true and correct and are incorporated into the text of this Ordinance as its findings of fact to the same extent as if such recitals had been set forth herein in their entirety.

SECTION 2: The Corporate Authorities of this Village hereby approve the "Agreement Between the Village of Barrington and Illinois Fraternal Order of Police Labor Council – January 1, 2023 through December 31, 2025" (the "Agreement") and hereby ratify the previous

execution of said Agreement by the Village President and the attest by the Village Clerk for a term of January 1, 2023 through December 31, 2025, which Agreement shall be in full force and effect through December 31, 2025 and shall be in substantially the form attached hereto as Exhibit A and thereby made a part hereof.

SECTION 3: This Ordinance shall be in full force and effect from and immediately after its passage and approval.

PASSED THIS 23rd DAY OF September, 2024, BY A ROLL CALL VOTE AS FOLLOWS:

AYES: Trustees Lohmeyer, Windaseк, Duncan, Moran, Prigge and President Darch

NAYS: NONE

ABSENT: Trustee Sholeen

ABSTAIN: NONE

RECUSE: NONE

APPROVED THIS 23 OF September, 2024

Karen Y. Darch

Karen Y. Darch, Village President

ATTESTED AND FILED THIS
23RD DAY OF SEPTEMBER, 2024

Tony Ciganek

Tony Ciganek, Village Clerk (SEAL)

PUBLISHED IN PAMPHLET FORM THIS 23rd DAY OF September, 2024.

Village of Barrington CORPORATE SEAL Cook & Lake Counties, IL

EXHIBIT A

"Agreement Between the Village of Barrington and Illinois Fraternal Order of Police Labor Council – January 1, 2023 through December 31, 2025"

01/03/23

VILLAGE OF BARRINGTON

ORDINANCE NO. 2023-4328 23-4238

AN ORDINANCE AUTHORIZING AND APPROVING
AN AGREEMENT BETWEEN THE VILLAGE OF BARRINGTON AND
ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

(Term: January 1, 2023 through January 1, 2025)

ADOPTED BY

THE CORPORATE AUTHORITIES

OF THE

VILLAGE OF BARRINGTON, ILLINOIS

THIS 9 DAY OF January, 2023

Published in pamphlet form by the Corporate Authorities of the Village of Barrington, Cook and Lake Counties, Illinois, this 10 day of January, 2023.

ORDINANCE NO. 2023-4328

AN ORDINANCE AUTHORIZING AND APPROVING
AN AGREEMENT BETWEEN THE VILLAGE OF BARRINGTON AND
ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

(Term: January 1, 2023 through January 1, 2025)

WHEREAS, there has been submitted to the Corporate Authorities of the Village of Barrington, Cook and Lake Counties, Illinois (the "Village"), a proposed "Agreement Between the Village of Barrington and Illinois Fraternal Order of Police Labor Council – January 1, 2023 through January 1, 2025" (the "Agreement"); and

WHEREAS, the Corporate Authorities of the Village have determined that it is in the best interests of the Village and its residents that said Agreement be executed and in effect:

NOW THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Barrington, Cook and Lake Counties, Illinois, in exercise of the authority of this Village as a Home Rule unit of government, as follows:

SECTION 1: The President and Board of Trustees hereby find that the recitals hereinabove set forth are true and correct and are incorporated into the text of this Ordinance as its findings of fact to the same extent as if such recitals had been set forth herein in their entirety.

SECTION 2: The Corporate Authorities of this Village hereby approve the "Agreement Between the Village of Barrington and Illinois Fraternal Order of Police Labor Council – January 1, 2023 through January 1, 2025" (the "Agreement") and hereby authorize the execution of said Agreement, in substantially the form attached hereto as Exhibit A and thereby made a part hereof, by the Village President, and the Village Clerk is hereby authorized to attest, on behalf of this Village.

SECTION 3: This Ordinance shall be in full force and effect from and immediately after its passage and approval.

PASSED THIS 9 DAY OF January 2023, BY A ROLL CALL VOTE AS FOLLOWS:

AYES: Trustees Johnson, Sholem, Wondrasek, Duncan, Moran, President Darch

NAYS: None

ABSENT: Trustee Young

ABSTAIN: None

RECUSE: None

APPROVED THIS 9 OF January, 2023

Karen Y. Darch

Karen Y. Darch, Village President

ATTESTED AND FILED THIS 9TH DAY OF JANUARY, 2023

Tony Cigarek

Tony Cigarek, Village Clerk

Village of Barrington CORPORATE SEAL Cook & Lake Counties, Illinois

PUBLISHED IN PAMPHLET FORM THIS 10 DAY OF January 2023.

EXHIBIT A

"Agreement Between the Village of Barrington and Illinois Fraternal Order of Police Labor Council – January 1, 2023 through January 1, 2025"

EXHIBIT A

"Memorandum of Agreement"
between the Village of Barrington and Illinois Fraternal Order of Police Labor Council

PASSED THIS 18 DAY OF MARCH, 2024, BY A ROLL CALL VOTE AS FOLLOWS:

AYES: Trustees Johnson, Sholes, Woodrow, Hoar, Riggs & President Darch

NAYS: None

ABSENT: Trustee Duncan

ABSTAIN: None

RECUSE: None

APPROVED THIS 18th OF MARCH, 2024

Karen Y. Darch

Karen Y. Darch, Village President

ATTESTED AND FILED THIS 18TH DAY OF MARCH, 2024

Tony Ciganek

Tony Ciganek, Village Clerk

(SEAL) Village of Barrington CORPORATE SEAL Cook & Lake Counties IL

PUBLISHED IN PAMPHLET FORM THIS 19 DAY OF MARCH, 2024.

AGREEMENT BETWEEN

VILLAGE OF BARRINGTON, ILLINOIS

and

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

January 1, 2023

through

December 31, 2025

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PREAMBLE

THIS AGREEMENT entered into by the VILLAGE OF BARRINGTON, ILLINOIS (hereinafter referred to as the "Village" or the "Employer") and the ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL (hereinafter referred to as the "Council"), is in recognition of the Council's status as the representative of the Village's full-time sworn peace officers and has as its basic purpose the promotion of harmonious relations between the Village and the Council; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of an agreement covering rates of pay, hours of work and conditions of employment applicable to the bargaining unit employees. Therefore, in consideration of the mutual promises and agreements contained in this Agreement, the Employer and the Council do mutually promise and agree as follows:

ARTICLE I
RECOGNITION

Section 1.1. Recognition. The Village recognizes the Council as the sole and exclusive collective bargaining representative for all full-time sworn peace officers below the rank of sergeant (hereinafter referred to as "officers" or "employees") but excluding part-time officers, officers of the rank of sergeant and above and all confidential, supervisory and managerial employees of the Department and all other employees of the Village.

Section 1.2. Probationary Period. The probationary period shall be fifteen (15) months in duration. Time absent from duty or not served for any reason shall not apply towards satisfaction of the probationary period. During the probationary period, an officer is subject to discipline, including discharge, without cause.

Section 1.3. Gender. Wherever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

Section 1.4. Seniority. Unless stated otherwise in this Agreement, seniority for the purpose of this Agreement shall be defined as a peace officer's length of continuous full-time service with the Village as a peace officer since the officer's last date of hire. If two or more officers are hired at the same time, the officer higher on the eligibility list shall be considered the more senior. Seniority shall not include periods of unpaid leave time, except that no deduction from seniority shall occur for unpaid leave time of less than thirty-one (31) days or suspensions of less than thirty-one (31) days. Seniority and the employment relationship shall, at the Village's discretion, be terminated for all purposes, subject to appropriate Board of Fire and Police Commission Procedures, if the employee:

(a) quits;

(b) is discharged for just cause (probationary employees without cause);

(c) retires (or is retired);

(d) falsifies the reason for a leave of absence or is found to be working during a leave of absence without the written approval of the Police Chief;

(e) fails to report to work at the conclusion of an authorized leave of absence or vacation;

(f) does not perform work for the Village for a period in excess of twelve (12) months; provided, however, this provision shall not be applicable to absences due to military service, established work-related injury compensable under workers' compensation, and/or a work-related disability pension, authorized leaves of absence, or a layoff where the employee has recall rights; or

(g) is absent for two (2) consecutive working days without notifying the Village.

Employees who establish to the Village's satisfaction that their absence under Section 1.4(e) or their failure to notify under Section 1.4(g) was clearly due to circumstances beyond their control shall not be terminated under this Section.

Section 1.5. Seniority List. Within seven (7) calendar days of the effective date of this Agreement, the Village will post a seniority list for all bargaining unit employees. Thereafter, an

updated list shall be posted by the Village within seven (7) calendar days of the beginning of each calendar year. Once the seniority list is posted, the Village may rely on the list for all purposes under this Agreement if no objections to the list are received from an officer within five (5) business days from the date the list is posted or within five (5) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the posting of the list.

Section 1.6. Part-Time Employees. The Employer may utilize the services of part-time employees to perform police functions in a manner which will not violate Illinois Compiled Statutes. Use of part-time employees will not cause layoffs of bargaining unit employees, nor will part-time employees be used to perform new, reimbursed extra-duty details which are not first offered to full-time police officers covered by this Agreement. Details and other duties historically performed by part-time employees may continue and are not affected by this provision, although future un-reimbursed details previously offered first to bargaining unit employees shall continue to be offered first to such employees as opposed to part-time employees for the life of this Agreement.

ARTICLE II
COUNCIL SECURITY AND RIGHTS

Section 2.1. Dues Checkoff. While this Agreement is in effect, the Village will deduct from each employee's paycheck once each month, from the first paycheck of the month, the uniform, regular monthly Council dues for each employee in the bargaining unit who has filed with the Village a voluntary, effective checkoff authorization (as set forth in Appendix A of this Agreement). If a conflict exists between that form and this Article, the terms of this Article and Agreement control. A Council member desiring to revoke the dues checkoff may do so by written notice to the Village at any time upon thirty (30) days' notice. The actual dues amount

deducted, as determined by the Council shall be a uniform sum of money for each employee in order to ease the Village's burden of administering this provision.

If the employee has no earnings due for that period, the Council shall be responsible for collection of dues. The Council agrees to refund to the employee any amounts paid to the Council in error on account of this dues deduction provision. The Council may change the fixed uniform dollar amount which will be considered the regular monthly fees once each calendar year during the life of this Agreement. The Council will give the Village forty-five (45) days' notice of any such change in the amount of uniform dues to be deducted.

Section 2.2. Council Indemnification. The Council shall indemnify, defend and save the Village harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Village in complying with the provisions of this Article. If an improper deduction is made, the Council shall refund directly to the employee any such amount and shall so notify the Village at least five (5) days prior to the issuance of the next payroll check.

Section 2.3. Council Use of Bulletin Board. The Village will make available space on a bulletin board for the posting of official Council notices, minutes or other correspondence. Such material shall be non-political and non-inflammatory in nature. The Council will limit the posting of Council notices to such bulletin board, with prior approval of the Chief of Police or his designee, which approval shall not unreasonably be denied. If the Chief does not respond to a request for approval to post within three (3) business days, the Council may make the posting without the Chief's prior approval.

ARTICLE III
LABOR-MANAGEMENT AND SAFETY MEETINGS

Section 3.1. Meeting Request. The Council and the Employer agree in the interest of efficient management and harmonious employee relations that meetings be held if mutually agreed between Council representatives and the Chief and his designee from the chain of command and a responsible administrative representative(s) of the Employer. 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" or "safety meeting" and expressly providing the agenda for such meeting. Such meetings, times and locations, if mutually agreed upon, shall be limited to:

i) a discussion on the implementation and general administration of this Agreement; or,

ii) a sharing of general information of interest to the parties; or

iii) issues and concerns involving safety; or

iv) notifying labor representatives about certain changes in non-bargaining matters which may affect employees.

Section 3.2. 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.

Section 3.3. Attendance. Attendance at "labor-management meetings" shall be voluntary on the employee's part, and attendance during such meetings shall not be considered time worked for compensation purpose. Normally, two (2) persons from each side shall attend these meetings, schedules permitting. Attendance by bargaining unit members at such meetings

shall not interfere with required duty time, and attendance may be during duty time if mutually agreed between the Police Chief or his designee and the Council representative.

Section 3.4. Disabling Safety Defects. No employee shall be required to use any equipment that has been designated by both the Village and the Council as being defective because of a disabling condition unless the disabling condition has been corrected as determined by the Village.

ARTICLE IV
MANAGEMENT RIGHTS

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 following: to plan, direct, control and determine the budget and all the operations, services, and missions of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to contract out for goods and services to the extent the Village possessed this right prior to the execution of this Agreement; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to establish performance standards; to discipline, suspend and/or discharge non-probationary employees for just cause; to change or eliminate existing methods, equipment or facilities or introduce new ones; to take any and all actions as may be necessary to carry out the mission of the Village and the Police Department in the event of civil emergency as may be declared by the Village President, the Village Manager, Police Chief or their authorized designees; to determine, in the

sole discretion of the Village President, that civil emergency conditions exist, which may include, but are not limited to, riots, civil disorders, tornado conditions, floods or other catastrophes; and to carry out the mission of the Village; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE V
HOURS OF WORK AND OVERTIME

Section 5.1. Application of Article. This Article is intended only as a basis of calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

Section 5.2. Normal Workweek and Workday. Except as provided elsewhere in this Agreement, the normal workweek (Sunday through Saturday) shall consist of not more than forty (40) hours per departmental calendar week.

Section 5.3. Overtime Pay. When any police officer is held over for more than fifteen (15) minutes beyond his regularly scheduled duty shift as a result of events or activities which occur during his shift, or if directed to work before his regularly scheduled work day or duty shift, he shall be paid at a rate of one and one-half (1 ½) times his regular hourly rate of pay subject to Section 5.4 for all hours in excess of his regularly scheduled workday, with such pay received in fifteen (15) minute segments. In addition, overtime at time and one-half (1 ½) shall be paid for all hours compensated beyond eighty (80) hours in a fourteen (14) day biweekly pay period and work cycle.

Section 5.4. Compensatory Time. Employees may elect to receive overtime pay or compensatory time off, for all overtime hours worked, except for training and meetings, until the employee has accumulated fifty-six (56) hours or more of compensatory time off. If the

employee has accumulated fifty-six (56) hours or more of compensatory time off, the Village shall grant compensatory time off in lieu of overtime payment at a rate of time and one-half (1½) only if mutually agreed by the Village and the affected employees.

Compensatory time off may be taken with the approval of the supervisor, if scheduling permits, or in an emergency if approved by the Chief. The Village shall maintain compensatory time off records which shall be available for review upon reasonable request.

Notice of departmental meetings shall be provided in advance, if possible, and officers called back to such meetings shall receive a minimum of two hours' compensatory time at overtime rates.

Section 5.5. Court Time. Employees who would otherwise be off-duty shall be paid at the overtime rate of time and one half (1 ½) of their regular straight time hourly rate of pay for all hours worked when: (1) appearing in court on behalf of the Village in a capacity of a commissioned officer; (2) preparing for an off-duty court appearance when in the presence of a prosecuting attorney; or (3) awaiting a second or third court call in the same day. Off-duty lunch periods shall not be counted toward hours worked. Employees will be paid overtime rates for a minimum of three (3) hours for all off-duty court time worked outside regularly scheduled hours in a single day or for actual time spent, whichever is greater.

Section 5.6. Call-Back Pay. An employee called back to work after having left work shall receive a minimum of three hours work at overtime rates as provided in Section 5.4, unless the time extends to his regular work shift or unless the individual is called back to rectify his own error. This Section is not applicable to details or prescheduled overtime, provided, however, there shall be a guarantee of a minimum of two hours work at the overtime rate for details or

prescheduled overtime unless the detail or prescheduled overtime immediately precedes or extends to his regular shift.

Section 5.7. Required Overtime. The Chief of Police or his designee(s) shall have the right to require overtime work and officers may not refuse overtime assignments.

Section 5.8. No Pyramiding. Compensation shall not be paid (or compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

Section 5.9. Alternative Work Schedule for Patrol Division. The Village will maintain an alternative12 hour work schedule for officers assigned to the Patrol Division. (This 12 hour work schedule does not apply to the following: (i) one Patrol Division officer assigned by the Chief to work eight hours shifts, however, under no circumstances shall an officer be required to work an eight hour shift for more than four consecutive months; (ii) patrol division employees assigned by the Department to an alternate schedule to engage in or conduct training, to perform temporary light duty work, or to perform other special duties; and (iii) employees holding assignments outside of the Patrol Division, e.g., employees assigned as detectives, traffic officers, accreditation officers, etc.).

Section 5.10. 12 Hour Work Schedule. The 12 hour work schedule for covered employees is subject to the following conditions:

(a) The normal work day will be 12 hours, generally from 7:00 a.m. to 7:00 p.m. or 7:00 p.m. to 7:00 a.m. provided that during each 28 day work cycle, the Village may schedule 8 hours of unpaid duty reduction time for each employee, (preferably 4 hours every 14 days which shall be at the start or end of a shift), so that an employee will normally be scheduled to work 160 hours during a 28 day cycle. In the event the employee is not scheduled for unpaid duty reduction time, he shall be compensated for that additional time worked.

(b) The work cycle shall be considered 28 days, with overtime being paid only for hours worked in excess of 160 hours in a 28 day cycle; employees covered by this 12 hour work schedule will not otherwise be eligible for overtime or premium pay. (Paid vacations, personal days, sick leave, jury leave, comp time and bereavement leave will continue to count as hours worked for purposes of

overtime calculation.) At the end of any 12 hour shift year, the Village shall have the right to review use of sick leave by employees in the prior 12 hour shift year. In the event that the average number of sick leave hours taken by employees (who are employed for the entire prior 12 hour shift year), less FMLA qualifiable leave, exceeds 36 hours in the prior 12 hour shift year, the Village shall sit down with the Union to discuss methods to reduce sick leave usage.

i) Subject to the foregoing, to the extent practicable covered employees will normally be assigned to work 3 off; 2 on; 2 off; 3 on; 2 off; 2 on – starting on Friday for 2 of four platoons and so forth during the 28 day work cycle.

ii) Officers will continue to be paid out overtime in their paychecks at least twice per month. Overtime provisions in the collective bargaining agreement that do not otherwise conflict with this 12 hour work schedule shall continue to apply .

(c) If an employee works sixteen (16) or more hours during a 24 hour period, the Chief or his designee reserves the right not to schedule the employee for another shift until the employee has had at least eight (8) consecutive hours off. Any hireback may be limited by the Village to avoid more than sixteen (16) hours of consecutive work.

(d) If the Village calls an employee back to work outside his scheduled hours of work (i.e. hours not contiguous to their regular shift), then such employee shall receive a minimum of three (3) hours pay or pay for the actual time worked, whichever is greater, unless the time extends to his regular work shift or unless the employee is called back to rectify his own error. This section shall not be applicable to scheduled overtime or MCAT and NIPAS call-ins.

Section 5.11. Leave Days. All leave "days" shall equate to 8 hours per day, and shall continue to accrue at that rate, i.e., the 12 hour work schedule shall not increase the accrual rate of paid leave time, including vacations. An employee using a full leave day while assigned to the 12 hour work schedule shall have 12 hours deducted from his/her accrued leave.

For employees assigned to 12 hour shifts, Section 9.3, Work During A Holiday, shall read as follows: Employees who work on a holiday shall receive time and one half (1 ½) of their regular hourly rate of pay for the first eight (8) hours worked during the holiday and, in addition, shall be provided an additional eight (8) hours pay. If a holiday occurs on the employee's regularly scheduled day off, the employee will receive eight (8) hours' pay in lieu of

the holiday. Employees assigned to street activities (excluding employees assigned to specialized positions, e.g., the DARE office, School Liaison Officer, the Accreditation Officer or Detectives) who are regularly scheduled to work on a holiday shall not be required to take the day off. Neither party will manipulate work schedules to add to or avoid holiday work assignments.

Should there be any conflict between the provisions of this 12 hour shift schedule and the remaining provisions of this Collective Bargaining Agreement, the provisions of the 12 hour shift schedule, Sections 5.9 through 5.14 shall govern, so long as the alternative 12 hour work schedule is maintained.

Section 5.12. Change of Schedule. The parties may change the terms of the 12 hour work schedule during the term of this Agreement by mutual agreement. Upon request, the parties will meet at a labor management meeting to discuss the 12 hour work schedule. If, following such meeting, the Chief of Police determines that the 12 hour work schedule is not meeting the overall operational needs of the Department, or has adversely affected the level of police services to the community, or has had adverse economic consequences, or has resulted in unacceptable sick leave usage or diminished officer productivity or safety, he shall have the final right to discontinue the 12 hour work schedule and revert back to the work schedule provided for or permitted under the collective bargaining agreement. The Chief of Police will not arbitrarily discontinue the alternative 12 hour work schedule.

Section 5.13. Termination By Mutual Agreement. The 12 hour work schedule described herein may also be terminated by mutual agreement between the Village and the FOP.

Section 5.14. Unexpected Difficulties. Any unexpected difficulties in administrating the 12 hour work schedule during the term of the collective bargaining agreement should, to the extent practical, be discussed in Labor Management Committee meetings.

ARTICLE VI
GRIEVANCE PROCEDURE

Section 6.1. Definition. A "grievance" is defined as a dispute or difference of opinion raised by an employee or the Council against the Village involving an alleged violation or misapplication of an express provision of this Agreement, except that any dispute or difference of opinion concerning the imposition of discipline which, in accordance with Section 6.2 below, is subject to the jurisdiction of the Board of Fire and Police Commissioners of the Village of Barrington shall not be considered a grievance under this Agreement. This grievance procedure shall supersede any other Village grievance procedure.

Section 6.2. Disciplinary Grievances. Suspensions or terminations of non-probationary employees may be appealed through the grievance procedure as set forth herein. For suspensions of five days or less, upon receipt of the suspension, the employee, by his decision to either file a grievance under the contract or an appeal with BFPC, irrevocably waives his right to pursue his grievance/appeal in the other forum. In no event may an employee both file a grievance and appeal to the BFPC for the same suspension.

For suspensions of greater than five days, notice of said disciplinary action shall be provided in writing to the non-probationary employee. The employee shall have forty-eight hours to elect, irrevocably and in writing whether to proceed with the BFPC or to grieve the discipline through the grievance/arbitration procedure. The employee would then have to timely file his grievance (or BFPC appeal, if that is the preferred option). Upon an employee's election to appeal a suspension of more than five days or termination through the grievance procedure, the Department's disciplinary decision shall be considered implemented and effective despite the lack of a BFPC hearing.. The employee and the Council shall be deemed to have waived any

right to proceed before the BFPC, although they shall have the right to process their grievance through the grievance and arbitration procedure.

The parties agree that the Grievance Procedure in Article VI and the hearing process by the BFPC are mutually exclusive and no relief shall be available under the Grievance Procedure for any action first heard before or appealed to the BFPC. Nothing in this Section, however, shall be construed in such a manner as to make discipline less than a suspension, or the reprimand, suspension or discharge of a probationary employee the subject of a hearing before the BFPC, or part of the Grievance Procedure.

Section 6.3. Procedure. A grievance filed against the Village shall be processed in the following manner:

STEP 1: Any employee who has a grievance shall submit the grievance in writing (on the approved grievance form attached to this Agreement as Appendix B) to the employee's immediate supervisor (in most cases, the sergeant in charge) specifically indicating that the matter is "a grievance" under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than five (5) business days from the date of the occurrence of the matter giving rise to the grievance or within five (5) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievance within five (5) business days after the grievance is presented.

STEP 2: If the grievance is not settled in Step 1 and the employee or the Council, if a Council grievance, wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Deputy Chief within ten (10) calendar days after receipt of the Village's answer in Step 1, 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 Deputy Chief shall investigate the grievance and, in the course of such investigation shall offer to discuss the grievance within ten (10) calendar days with the grievant and an authorized Council representative, if one is requested by the employee, at a time mutually agreeable to the parties. If no settlement of the grievance

is reached, the Deputy Chief shall provide a written answer to the grievant, or to the Council, if a Council grievance, within ten (10) calendar days following their meeting.

STEP 3: If the grievance is not settled at Step 2 and the employee, or the Council, if a Council grievance, wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing designated as a "grievance" to the Police Chief 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 offer to discuss the grievance within ten (10) calendar days with the grievant and a representative of the employee's choosing, if one is requested by the employee, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Police Chief or his designee shall provide a written answer to the grievant, or to the Council, if a Council grievance, within ten (10) calendar days following their meeting.

STEP 4: If the grievance is not settled at Step 3 and the employee or the Council, if a Council grievance, desires to appeal, it shall be referred by the employee or the Council, if a Council grievance, in writing to the Village Manager within ten (10) calendar days after receipt of the Village's answer in Step 3. Thereafter, the Village Manager or his designee and the Police Chief or other appropriate individuals as desired by the Village Manager shall meet with the grievant, the Council representative involved, and an outside, non-employee representative of the Council if desired by the employee within ten (10) calendar days of receipt of the Council's appeal, if at all possible. If no agreement is reached, the Village Manager or designee shall submit a written answer to the Council within ten (10) calendar days following the meeting.

Section 6.4. Arbitration. If the grievance is not settled in Step 4 and the Council wishes to appeal the grievance from Step 4 of the grievance procedure, the Council may refer the grievance to arbitration, as described below, within ten (10) business days of receipt of the Village's written answer as provided to the Council at Step 4:

A. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of the notice or referral. In the event the parties are unable to agree upon the arbitration within said five (5) day period, the parties shall jointly

request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Each party retains the right to reject one (1) panel in its entirety and request that a new panel be submitted. Both the Village and the Council shall have the right to strike two (2) names from the panel. The parties shall alternately strike one name from the list, with the order of striking determined by a coin toss. The person remaining shall be the arbitrator.

B. The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Council and Village representatives.

C. The Village and the Council shall have the right to request the arbitrator to require the presence of witnesses or documents, including the production of documents prior to the commencement of the arbitration hearing, subject to the right of either party to object to the scope of any such production request. The arbitrator may attempt to resolve any pre-hearing production dispute via conference call with the parties' representatives. The Village and the Council retain the right to employ legal counsel.

D. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

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 divided equally between the Village and the Council, provided, however,

that each party shall be responsible for compensating its own representative and witnesses.

Section 6.5. 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 questions of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provision of the Agreement. The arbitrator shall be empowered to determine only 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 in any way contrary to or inconsistent with applicable laws or rules and regulations of administrative bodies other than the Village of Barrington 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 or Village Fire and Police Commission under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitation of this Section 6.5 shall be binding upon the Council and employees covered by this Agreement, and binding upon the Village.

Section 6.6. Time Limit For Filing. No grievance shall be entertained or processed unless it is submitted at Step 1 within five (5) business days after the occurrence of the event giving rise to the grievance or within five (5) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. A "business day" is defined as a calendar day exclusive of Saturdays, Sundays or holidays recognized by the Village. If a grievance is not presented by the employee or the Council within the time limits set forth above, it shall be considered "waived" and may not

be further pursued by the employee or the Council. If a grievance is not appealed to the next step within the specific 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 aggrieved employee and/or the Council may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

Section 6.7. Time Off. The grievant and one Council representative, or a Council representative, if a Council grievance, shall be given paid time off to participate in the Step 2, 3 or 4 meetings if the meetings are conducted on working time. No other time spent on grievance matters shall be considered time worked for compensation purposes.

ARTICLE VII
NO-STRIKE CLAUSE

Section 7.1. No Strike. Neither the Council nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, slowdown, speed-up, sitdown, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal or unapproved enforcement procedures or policies or work-to-the-rule situation, mass absenteeism, organized interference, or picketing which in any way results in the interruption or disruption of the operations of the Village, regardless of the reason for doing so. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village with normal appeal and hearing rights to the Board of Fire and Police Commissioners of the Village of Barrington. Each employee who holds the position of officer or Council representative occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this section of this Article, the Council agrees to inform its members of their obligation under this Agreement and to direct them to return to work.

Section 7.2. No Lock Out. The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Council.

Section 7.3. Penalty. Any officer who violates the provisions of Section 7.1 shall be subject to immediate discipline, including discharge subject to the Fire and Police Commission Act. Any action taken by the Village against an officer who violates Section 7.1 shall not be considered a violation of this Agreement. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 7.4. Judicial Restraint. Nothing contained herein shall preclude the Village or the Council from obtaining judicial restraint and damages in the event the other party violates this Article.

ARTICLE VIII
IMPASSE RESOLUTION

Upon the expiration of this Agreement, the remedies for the resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended, effective January 1, 1986.

ARTICLE IX
HOLIDAYS

Section 9.1. Holidays. The following are paid holidays for eligible employees:

New Year's Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Section 9.2. Personal Days. Eligible employees shall annually receive, in addition to their paid holidays, thirty-two hours of personal leave off with pay on January 1 of each year.

For full time employees who start after January 1 of a given year, such employees shall receive one personal day on the date of hire and one day at the commencement of each calendar quarter within the calendar year in which they are hired. This time is lost if not taken by December 31 of each year, and may not be exchanged for monetary payment.

Section 9.3. Work During A Holiday. Employees who work on a holiday shall receive time and one half (1 ½) of their regular hourly rate of pay for the first eight hours worked during the holiday and, in addition, shall have the option of taking another paid day off as a holiday or cashing-in the holiday for an additional eight (8) hours straight time pay. For example, an employee working twelve hours on a holiday and cashing-in the holiday for pay would receive twenty-four (24) hours straight time of pay for the day. If a holiday occurs on the employee's regularly scheduled day off, the employee may elect either to receive eight (8) hours' pay in lieu of the holiday, or take another eight (8) hour day off with pay as the holiday. Employees assigned to street activities (excluding employees assigned to specialized positions, e.g., the DARE office, School Liaison Officer, the Accreditation Officer or Detectives) who are regularly scheduled to work on a holiday shall not be required to take the day off. Neither party will manipulate work schedules to add to or avoid holiday work assignments.

Section 9.4. Scheduling of Personal or Holidays Off. The approval of the Police Chief or his designee must be obtained before an employee takes a personal day off. Personal time off can be taken in increments of no less than four (4) hours.

ARTICLE X
LAYOFF AND RECALL

Section 10.1. Layoff. The Village, in its discretion, shall determine whether layoffs are necessary. The hours of Deputy Marshals shall not be increased in any significant fashion to cause the layoff of, or to supplant full-time laid-off officers. If it is determined that layoffs,

whether in a rank or assignment, are necessary, employees covered by this Agreement will be laid off in accordance with their length of service as provided in Illinois Compiled Statutes.

Section 10.2. Recall. Employees who are laid off shall be placed on a recall list for the period required by law. If there is a recall, employees 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. Employees who are eligible for recall shall be given ten (10) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Council, provided that the employee must notify the Chief of Police or his designee of his intention to return to work within three (3) days after receiving 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 employee, it being the obligation and the responsibility of the employee to provide the Chief of Police or his designee with the latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list.

ARTICLE XI
VACATIONS

Section 11.1. Vacation Leave. Vacation allowances are based on completed years of continuous service as follows:

	Vacation Days Allowed	Hours of Vacation Allowed
Less than 1 year	0 working days/year	0 hours/year
More than 1 year but less than 5 years	10 working days/year	80 hours/year
More than 5 years but less than 10 years	15 working days/year	120 hours/year

More than 10 years but less than 15 years	20 working days/year	160 hours/year
More than 15 years	25 working days/year	200 hours/year

Section 11.2. Vacation Accrual.

(a) Following successful completion of twelve consecutive months of service, a new employee will be credited with up to 80 hours of vacation leave calculated as follows: 7 hours of vacation leave per month (or portion thereof) of service prior to the commencement of the employee's first full calendar year of service with the Village. Vacation leave granted for this period shall be taken, upon successful completion of the employee's first twelve (12) months of the fifteen (15)-month probationary period and subject to Paragraph (c) of this Section, prior to the end of the employee's first full calendar year of service with the Village.

Example: An employee commences his employment with the Village effective September 20, 2023. The employee successfully completes the first twelve (12) months of his fifteen (15)-month probationary period in September 20, 2024. The employee is then credited with 28 hours of vacation on September 20, 2024 (7 hours for each of the months of service—September, October, November, and December 2023). This vacation must be taken by December 31, 2024. Upon completion of the employee's first full calendar year of service, i.e., 2024, the employee will receive ten (10) days of vacation on January 1, 2025.

(b) The transition from one level of vacation to another shall be based on an employee's continuous years of service with the Village. After an employee has completed his fifth (5th), tenth (10th) or fifteenth (15th) year of continuous service with the Village, the employee shall be credited with up to forty (40) hours of vacation leave calculated as follows: 3.5 hours of vacation for each month of service from the date that the employee completes his 5th, 10th, and 15th year of continuous service to the end of the current calendar year. This additional vacation leave is to be used by December 31 of the calendar year in which it is granted.

Example: An employee completes his fifth (5th) year of continuous employment with the Village effective September 20, 2023. The employee is then credited with 14 hours of vacation (3.5 hours for each of the months of service—September, October, November, and December—remaining in the current calendar year). This additional vacation in this example is granted on September 20, 2023 and must be taken on December 31, 2023. Effective January 1, 2024, the employee is credited with fifteen (15) days of vacation.

(c) Normally, vacation time may not be taken before one (1) year of service is completed because an employee is not granted vacation until he has completed one (1) year of continuous service. However, an employee may be advanced up to five (5) days of vacation after six (6) months of continuous service with the approval of the department head.

Section 11.3. Vacation Scheduling. Ordinarily, all vacations should be taken on consecutive days in intervals of one week or more. Depending on departmental or personal circumstances, a period of vacation may be restricted to two (2) weeks at any one period. Vacations may be taken in one-half (½) day increments with the approval of the Chief or Watch Commander as long as there is available personnel for coverage of positions without payment of overtime. Vacations should be scheduled at the convenience of the Department. The Police Chief, with the concurrence of the Village Manager, may extend unused accrued vacations into the next calendar year. Requests for such extensions must be made by the employee to their department head in writing. If no request is made to extend the unused accrued vacation, the time shall be lost. Accruals normally should not exceed forty (40) hours.

Every effort shall be made to grant vacation during periods requested by employees, consistent with the operational needs of the departments.

Section 11.4. Holiday During a Vacation. Holidays observed during a vacation leave period are not charged against vacation leave.

Section 11.5. Vacation Use During Sick Leave. Periods of significant illness (i.e., illness exceeding three (3) days' duration) are not charged against vacation leave. Employees are required to notify their supervisor of the situation prior to returning to work and must have a doctor's certification regarding the nature and extent of the illness and a statement that the employee is physically able to return to work.

Section 11.6. No Work In Lieu of Vacation. Employees are not permitted the choice of working for extra pay instead of taking their vacations.

Section 11.7. Pay Upon Separation. On separation, an employee will be paid for his/her unused accumulation of vacation leave. Specifically excluded from this are all probationary employees who terminate, or are terminated, prior to the completion of their probationary period. An employee who provides at least one hundred eighty (180) days' notice of separation shall receive a $500 bonus, payable less withholding. This bonus shall be included in the last paycheck issued to the employee.

In the event of the employee's death, compensation for all unused accrued vacation shall be paid to the employee's estate.

Section 11.8. Village Emergency. In case of an emergency, the Village President, Village Manager or the Police Chief, or their designee, may cancel any or all approved vacation leaves in advance of their being taken, and/or recall any police patrol officer from vacation in progress.

ARTICLE XII
SICK LEAVE

Section 12.1. Purpose. Sick leave shall be used for the purpose for which it was intended, that being to provide an officer protection against a full day's loss of pay due to illness of the officer or in the officer's immediate family (designated as the employee's legal spouse, children, parents, any relative living within the employee's home who is under the employee's care or a grandparent or grandchild who may not be living in the employee's home but is under the employee's care). Sick leave may not be converted into any other form of compensation and accrued but unused sick leave will be forfeited, except as specifically provided in Section 12.2. To the extent permitted by law, sick employees are expected to remain at home unless hospitalized, visiting their doctor or acting pursuant to reasonable instructions for care.

Section 12.2. Sick Days Earned. Employees shall earn one (1) sick leave day per month worked. Unused sick days may be carried over from year to year and accumulated to a maximum of 960 hours.

Section 12.3. Verification of Illness. Sick leave usage of three consecutive days or more must be accompanied by a certified medical practitioner's statement stating in lay person's terms the medical reason for the absence. In addition, a certified medical practitioner's statement stating in lay person's terms the medical reason for the absence also must be submitted for each sick leave absence after the fourth sick leave occurrence in each calendar year. "Sick leave occurrence" is defined as one or more sick leave days taken consecutively. The certified medical practitioner's 's statement referred to above must: (1) be the original certified medical practitioner's statement; (2) state that the employee has been personally seen by the certified medical practitioner's (in person or virtually); (3) include the nature of the illness or injury; and (4) state that the employee is unable to report to work due to an injury, illness or disability. The Village, however, may require an employee to be personally seen by the employee's certified medical practitioner's for verification of illness.

Section 12.4. Sick Days Used. If an employee is unable to work due to illness, the employee must inform the Records Department at least one (1) hour prior to the start of his scheduled work day unless circumstances make such advance notice impossible, in which case notice will be provided as soon as possible. An employee's failure to inform the Records Department each day of absence, or at agreed intervals in the event of an extended illness, shall result in a loss of that day's sick pay and may result in disciplinary action as well.

Section 12.5. Abuse of Sick Leave. Abuse of sick leave is a serious matter. The Village retains the right to take corrective steps to deal with abuse of sick leave. Such corrective steps

may include, but are not limited to, medical consultations and informal or formal disciplinary action where abuse is proven.

Sick leave may not be used for absence due to a work-related injury for which compensation is provided under the Workers' Compensation Act. If an employee's illness or sickness exceeds the amount of available sick leave, the employee may request the use of earned but unused holidays or vacation days, or to be placed on leave without pay. This determination will be made by the Police Chief or his designee, in consultation with the employee.

Section 12.6. Wellness Incentive: Employees may be eligible for a wellness incentive based upon the number of sick leave hours that the employee used during the preceding calendar year. Each employee must maintain a minimum balance of 400 hours of sick time to be eligible for the Wellness Incentive. Any leave taken pursuant to provisions contained in this Article will be counted as sick leave for purposes of the wellness incentive payment. To be eligible, employees must have at least three (3) years of service with the Village. Eligible employees whose sick leave accumulation exceeds 400 hours shall have the option to deposit sick leave hours in excess of 400 hours annually (on or about December 31 of each year or pro-rated upon retirement) into their PEHP plan as follows:

Number of hours used as of December 31	Maximum number of sick hours that may be credited
0-12 hours	72 hours
>12-24 hours	60 hours
> 25-36 hours	48 hours
>37-48 hours	36 hours
>49-60 hours	24 hours
>61-72 hours	12 hours
Over 72 hours	0 hours

The hours will be credited at 100% of the employee's pay rate effective December 31 of that year. The credit will be deposited in the employee's PEHP account by the Village during the next pay

period that follows December 31. The choice to participate in the Wellness Incentive is voluntary, and at no point will any employee be required to exchange their accrued time for a credit, or to exchange all of the eligible amount of accrued time. The employee will not be entitled to a payment of sick leave other than payment into a PEHP plan.

An employee discharged for cause forfeits all accrued sick leave benefits that have not been deposited into the PEHP plan.

ARTICLE XIII
ADDITIONAL LEAVES OF ABSENCE

Section 13.1. Discretionary Leaves. The Village may grant a leave of absence under this Article to any bargaining unit employee where the Village determines there is good and sufficient reason. The Village shall set the terms and conditions of the leave, including whether or not the leave is to be with pay.

Section 13.2. Application For Leave. Any request for a leave of absence shall be submitted in writing by the employee to the Police Chief or his designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by his immediate supervisor and it shall be in writing.

Section 13.3. Jury Leave. Employees covered by this Agreement who are required to serve on a jury shall sign their jury duty checks over to the Village. The Village shall compensate such employees, at their regular rate of pay, for each day actually spent on jury duty up to eight (8) hours' pay per day.

Section 13.4. Funeral Leave. In the event of the death of a member of the immediate family (designated as the employee's legal spouse, children, parents, brothers or sisters, or any relative living within the employee's home who is under the employee's care at the time of

death) an employee shall be granted up to three (3) consecutive work days with pay as funeral leave if the employee attends the funeral with no deduction from sick leave. Leave beyond such three (3) days may be taken, upon approval of the Police Chief or his designee. Such additional leave shall be charged against sick leave or other leave benefits available to the employee. In addition, in the event of the death in the extended family (designated as the employee's grandparents, grandparents of spouse, grandchildren, parents of spouse, brothers or sisters of spouse, son-in-law or daughter-in-law and father-in-law or mother-in-law) an employee shall be granted one (1) working day off on the day of the funeral, if the employee attends the funeral, with no deductions from such leave. If the funeral is held at a location which is more than 150 miles from Barrington, the Police Chief or his designee may approve up to two (2) additional consecutive days of leave. Funeral leave for an extended member beyond one day shall be charged against accumulated sick leave. Under extenuating circumstances, the Chief of Police or his designee may grant additional time off. Such additional leave shall be charged against vacation, holiday or compensatory time available to the employee at the time of the request. An employee shall provide satisfactory evidence of the death of a member of their immediate or extended family.

Section 13.5. Leave For Illness, Injury Or Disability. (a) In the event an employee is unable to work by reason of illness, injury or disability (including those compensable under workers' compensation), the Village may grant a leave of absence without pay during which time seniority shall not accrue to the extent permitted by law, except that for a work-related injury compensable under workers' compensation, an employee shall accrue seniority to the extent provided by law.

(b) To qualify for such leave, the employee must report the illness, injury or disability as soon as the illness, injury or disability is known, and thereafter furnish to the Police Chief or his designee a certified medical practitioner's written statement showing the nature of the illness or injury or state of disability and the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, the employee shall furnish a current report.

(c) Employees physically unable to perform their regular duties as a result of pregnancy (as documented by a certified medical practitioner's certification) shall be treated the same as if they had any other non-duty related disability, including use of sick leave, FMLA leave, and eligibility for assignment to light duty, when available, under the Village's light duty policy. The Village's intent in administering this policy in connection with pregnancy situations is to make light duty assignments where the Chief determines there are light duty assignments that need to be performed, the employee is capable of performing them, and the employee performs satisfactorily in such light duty assignments.

Section 13.6. Benefits While On Leave. (a) Unless otherwise stated in this Article or otherwise required by law, length of service shall not accrue for an employee who is on an approved non-pay leave status. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status. Unless otherwise stated in this Article, an employee returning from leave will have his seniority continued after the period of the leave. Upon the employee's return, the Village will place the employee in his or her previous job, if the job is vacant; if the job is not vacant, the employee will be placed in the first available opening in his classification.

(b) If, upon expiration of a leave of absence, there is no work available for the employee or if the employee could have been laid off according to his seniority except for his leave, he shall go directly on layoff.

(c) During the approved leave of absence or layoff under this Agreement, the employee shall be entitled to coverage under applicable group and life insurance plans to the extent provided in such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium, except where continued payment by the Village of its normal share of such premiums is required by law.

Section 13.7. Non-Employment Elsewhere. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who engage in employment elsewhere during such leave, without the specific prior written permission of the Village Manager, may immediately be terminated by the Village.

Section 13.8. Family and Medical Leave Act of 1993. The parties agree that the Family and Medical Leave Policy applicable to bargaining unit employees shall be the same as is applicable to all other Village employees.

ARTICLE XIV
EMPLOYEE WELLNESS AND FITNESS

Section 14.1. Physical Fitness Requirements. In order to maintain efficiency in the Police Department, to protect the public, and to reduce insurance costs and risks, the Village shall establish as its physical fitness requirements for employees hired after August 15, 1987 the State of Illinois Physical Fitness Training Standards. Such employees are required to make a good-faith effort to meet such fitness standards. Employees who fail to record a minimum score of 95% in each category of the minimum standards for such test(s) shall be subject to the following discipline:

(a) For the first such failure, the employee shall be retested on the section(s) failed previously, after sixty (60) days or more, at the Employer's discretion, and if the employee is successful on such retest, no further action shall be taken by the Employer. If the employee fails the retest, he shall be given a one (1) day suspension without pay and be given a further test no sooner than thirty (30) days after the last test;

(b) Employees who have failed the second retest in accordance with section (a) above, shall receive an additional two (2) day suspension without pay, and no further test shall be required of the employee for the remainder of the testing year.

The Employer shall not require an employee who has passed the test to submit to physical fitness standards testing more than once during each year of this Agreement, and employees disciplined under the terms of this section shall not be disciplined more than as provided in paragraphs (a) and (b) above, for failure to pass the physical fitness standards test, during the testing year. However, the first suspension under Section 14.1(a) above shall not be used against the employee for merit pay, promotion or evaluation purposes if not followed by any further discipline under this Article. A second suspension under this Article may be used against the employee for merit pay and/or evaluation purposes.

Employees who record a minimum score of 95% or higher in each category of the minimum standards for such test(s) on the first attempt each year shall be paid a physical fitness stipend of $400.00 plus the employee shall be paid one hour of overtime (not compensatory time) at the employee's current rate of pay. The fitness test award will be paid in November of each year. The fitness test must be completed by each employee by October 31 of the current year in order to be eligible for the award.

A second optional fitness test will be offered each year to be completed in the month of April. The employees who record a minimum score of 95% or higher in each category of the minimum standards for such test(s) on the first attempt shall be eligible for a second fitness award of $400.00. The second award, if earned, will be paid in May of each year.

Section 14.2. Fitness Examinations. If there is any question concerning an employee's fitness for duty, or fitness to return to duty, the Village may require that the employee have an examination by a qualified and licensed physician designated by the Village at the Village's expense.

Section 14.3. No Smoking. Employees shall not smoke in Village buildings, or squad cars at any time, or anywhere on duty if in view of the public.

Section 14.4. Vision Examinations. The Village reserves the right to conduct periodic vision examinations by a provider designated by the Village.

ARTICLE XV
EMPLOYEE ALCOHOL AND DRUG TESTING

Section 15.1. Statement Of Policy. It is the policy of the Village of Barrington that the public has the right to expect persons employed by the Village in its Police Department will be free from the effects of illegal drugs, or alcohol while on duty. The Village, as the employer, has the right to expect its employees to report for work fit and able for duty and to set a positive example for the community. The purposes of this policy shall be achieved in such manner as not to violate any established constitutional or contractual rights of the officers of the Police Department.

Section 15.2. Prohibitions. Officers shall be prohibited from:

(a) Consuming alcohol during or just prior to the beginning of the employee's working shift, or consuming or possessing open alcoholic beverages anywhere on any Village premises or job sites, including Village buildings, properties, vehicles and the officer's personal vehicle while using the vehicle on Village business except as may be necessary in the performance of duty;

(b) Possessing, using, selling, purchasing or delivering any illegal drug at any time and at any place except as may be necessary in the performance of duty;

(c) Failing to report to the employee's supervisor any known adverse side effects of medication or prescription drugs which the employee may be taking, or abusing prescription drugs.

Section 15.3. Drug And Alcohol Testing Permitted. Where the Village has reasonable suspicion to believe that an employee is acting in violation of Section 15.2, above, the Village shall have the right to require the officer to submit to alcohol or drug testing as set forth in this Agreement.

Section 15.4. Order To Submit To Testing. When an officer is ordered to take a test, he shall be given a general written statement of the reasons for the test. Refusal to submit to such test may subject the employee to discipline, but the officer's taking of the test shall not be construed as a waiver of any objection or rights that he or she may possess. In addition, an officer must be given a reasonable opportunity to contact counsel or a representative of his choosing. However, such test shall not be delayed more than sixty (60) minutes beyond receipt of the order to test.

Section 15.5. Test To Be Conducted. In conducting the testing authorized by this Agreement, the Village shall:

(a) Use only a clinical laboratory or hospital facility which is certified by the State of Illinois to perform drug and/or alcohol testing.

(b) Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result.

(c) Collect a sufficient sample of the same bodily fluid or material from an officer to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the officer.

(d) Collect samples in such a manner as to preserve the individual officer's right to privacy while insuring a high degree of security for the sample and its freedom from adulteration. Officers shall not be witnessed by anyone while submitting a sample except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable suspicion that the officer may attempt to compromise the accuracy of the testing procedure.

(e) Confirm any sample that tests positive in initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.

(f) Provide the officer tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the officer's choosing, at the officer's own expense; provided the officer notifies the Village within seventy-two (72) hours of receiving the results of the test.

(g) Require that the laboratory or hospital facility report to the Village that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Village inconsistent with the understandings expressed herein (e.g., billings for testing that reveal the nature or number of tests administered), the Village will not use such information in any manner or form adverse to the officer's interests.

(h) Require that with regard to alcohol testing, for the purpose of determining whether the officer is under the influence of alcohol, test results showing an alcohol concentration of .050 or more based upon the grams of alcohol per 100 millimeters of blood be considered positive, and results showing an alcohol concentration of .030 or less shall be considered negative. The foregoing shall not preclude the Village from attempting to show that test results between .050 and .031 demonstrate that the officer was impaired, but the Village shall bear the burden of proof in such cases.

(i) Provide each officer tested with a copy of all information and reports received by the Village in connection with the testing and the results.

(j) Insure that no officer is the subject of any adverse employment action except emergency temporary reassignment or relief of duty during the pendency of any testing procedure.

Section 15.6. Right To Contest. If disciplinary action is not taken against an employee based in whole or in part upon the results of a drug or alcohol test, the Council and/or the officer, with or without the Council, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the test, the right to test, the administration of the tests, the significance and accuracy of the test, or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. Further, if disciplinary action is taken against an officer based in part upon the results of a test, then the Council and/or the officer, with or without the Council, shall have the right to file a grievance concerning any portion of the test if the discipline is not so extreme as to invoke

the jurisdiction of the Village Fire and Police Commission. If the discipline is sufficiently extreme as to invoke the jurisdiction of the Village Fire and Police Commission, then the Council and/or the officer, with or without the Council, shall have the right to contest any testing permitted by this Agreement before the Fire and Police Commission. Any evidence concerning test results which is obtained in violation of the standards contained in this article shall not be admissible in any disciplinary proceeding involving the officer.

Section 15.7. Voluntary Request For Assistance. The Village shall take no adverse employment action against any officer who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Village may require reassignment of the officer with pay if he is unfit for duty in his current assignment. The foregoing is conditioned upon:

(a) The officer agreeing to appropriate treatment as determined by the physician(s) involved;

(b) The officer discontinues his use of illegal drugs or abuse of alcohol;

(c) The officer completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;

(d) The officer agrees to submit to random testing during hours of work during the period of "after-care."

Officers who do not agree to or act in accordance with the foregoing shall be subject to discipline, up to and including discharge. This Article shall not be construed as an obligation on the part of the Village to retain an officer on active status throughout the period of rehabilitation if it is appropriately determined that the officer's current use of alcohol or drugs prevents such individual from performing the duties of a police officer or whose continuance on active status would constitute a direct threat to the property and safety of others. Such officer shall be

afforded the opportunity, at his option, to use accumulated paid leave or take an unpaid leave of absence pending treatment.

ARTICLE XVI
WAGES

Section 16.1. Wage Schedule. Employees shall be compensated at a minimum in accordance with the wage schedule attached to this Agreement and as described in Section 16.2, below.

Section 16.2. Wage Increases. The wages of employees covered by this agreement shall be increased as follows:

Effective January 1, 2023:	3.00% increase (Appendix C)
Effective January 1, 2024:	3.0% increase (Appendix C)
Effective January 1, 2025:	3.0% increase (Appendix C)

In addition, a 1% equity adjustment was given January 1, 2023, and January 1, 2024 to maintain relative top step salary comparability with nearby communities. This sentence shall expire on December 31, 2025.

The annual maximum base salary for corporals shall be five percent (5%) more than the annual maximum (Step 7) of patrol officers.

To qualify for a wage increase, an officer's work performances must meet minimum departmental standards. The Chief may reduce or deny an increase to an officer who does not meet such standards on a continuing basis. The Chief's decision shall be based upon objective considerations and subject to review under the grievance procedure if the decision is to be arbitrary or capricious.

Section 16.3. Field Officer Training Pay. An officer who is assigned and determined to be qualified as a Field Training Officer shall be paid one hour of pay at the officer's overtime rate for each shift that the officer serves as the Field Training Officer and submits a daily observation report.

ARTICLE XVII
UNIFORM ALLOWANCE

Section 17.1. Uniform Allowance. The Village will provide initial and replacement uniforms to employees on a quartermaster system in the amount of $700.00; and under the same system as it has in the past. Employees are responsible for cleaning and maintenance of their uniforms, and shall maintain a professional appearance at all times. Employees may accrue and carry forward up to three hundred fifty dollars ($350.00) of unused uniform allowance from one year to the next. Employees shall be permitted to use the uniform allowance for up to the full cost of a duty pistol not more than once every ten (10) years.

The Village will pay the full cost of the first bullet-proof vest purchased by an officer, as well as any replacement vests. Vests shall be replaced as needed via the quartermaster system. Employees who are provided bullet-proof vests in accordance with this provision shall be required to wear them at all times while performing patrol functions (excluding bicycle patrol) and at other times designated by the Police Chief (or his designee).

ARTICLE XVIII
INSURANCE

Section 18.1. Coverage. The Village shall make available to non-retired employees substantially similar group health and hospitalization insurance and life insurance coverage and benefits as existed as of the signing of this Agreement, with the addition of the changes described herein. Further, the Village shall, to the extent required by law, make available to retired employees the ability to participate in its group insurance program for individual and

dependent coverage, with premiums to be paid by the retired employees. Arrangements for reimbursement of premiums to the Village should be made with Human Resources. The Village reserves the right, without further bargaining, to change insurance carriers or benefit levels; to self-insure; to adjust deductibles, co-payment levels, maximum out-of-pocket costs, or other costs; or to participate in health maintenance organization as it deems appropriate, so long as the new coverage, costs and economic benefits are, in the aggregate, substantially similar to those which pre-dated this Agreement.

The following are the out of pocket costs for the Village's PPO Enhanced, PPO Network Only, and HMO plans:

PPO ENHANCED PLAN FEATURE	**EMPLOYEE OUT OF POCKET COST**
Single/family deductible, in-network	$450/$1,350
Single/family deductible, out of network	$800/$2,400
Individual/family out of pocket, in-network	$1,500/$4,500
Individual/family out of pocket, out-of-network	$3,000/$9,000
Office Visit Co-Pay	$10.00
PPO Rx co-pays, retail (30-day supply)	$15/$35/$70
PPO Rx co-pays, mail order (90-day supply)	$30/$70/$140

PPO NETWORK ONLY PLAN FEATURE	**EMPLOYEE OUT OF POCKET COST**
Single/family deductible, in-network	$500/$1,500
Single/family deductible, out of network	No benefits
Individual/family out of pocket, in-network	$1,500/$4,500
Individual/family out of pocket, out-of-network	No benefits
Office Visit Co-Pay	$20.00
PPO Rx co-pays, retail (30-day supply)	$15/$35/$70
PPO Rx co-pays, mail order (90-day supply)	$30/$70/$140

HMO PLAN FEATURE	**EMPLOYEE OUT OF POCKET COSTS**
HMO Rx co-pays, retail (30-day supply)	$5/$15/$50
HMO Rx co-pays, mail order (90-day supply)	$10/$30/$100

The Village shall notify the Lodge President in writing via hand delivery of any changes in benefit levels, coverage, plan deductibles, co-payments, and other out-of-pocket expenses charged to employees beyond those set forth above. In the event, however, that the Village wishes to institute changes beyond those described above such that the coverage, costs and economic benefits are no longer substantially similar in the aggregate, and the Union objects to such changes, the Union shall have the right, within (30) days of being notified, to re-open Article XVIII, Insurance. The parties shall promptly meet and negotiate in good faith as to new provisions for those sections. In the event the parties agree upon new provisions for the reopened sections, such agreements will be incorporated into this Agreement and supersede prior provisions in the reopened sections.

If Article XVIII is reopened, and the parties fail to reach agreement within 60 days of the Union's receipt of notice of the increase, either side may invoke arbitration to resolve the dispute according to the arbitration procedure of this Agreement (Section 6.4), except that: (i) the panel requested shall be NAA certified with prior interests arbitration experience; (ii) the parties shall select the arbitrator from the first panel received within seven days of receipt of the panel; (iii) the arbitration shall be an interest arbitration conducted according to the provisions of the IPLRA as applicable (but mediation shall be waived); (iv) final offers shall be submitted by the parties to the arbitrator within seven days of the arbitrator's appointment; (v) the arbitrator shall determine the dispute by applying the interest arbitration provisions for the IPLRA; and (vi) the parties rights during and after the arbitration shall be provided in the IPLRA. Moreover, the hearing shall be conducted and concluded within ten (10) days of the arbitrator's appointment and a decision rendered (without the filing of post-hearing briefs, pre-hearing briefs will be permitted)

within seven (7) days thereafter. In the event the arbitrator selected is unwilling to meet these time frames, the last arbitrator struck will be selected until an agreeable arbitrator is found.

Section 18.2. Cost. The Village shall pay eighty-seven and one half percent (87.5%) for HMO and PPO single coverage, eighty-five percent (85%) for PPO enhanced single coverage; eighty-seven and one half percent (87.5%) for HMO and PPO family coverage; and eighty-five percent (85%) for PPO Enhanced single+1 and family coverage, to the extent the Village offers such plans. Employees shall be responsible for twelve and one-half percent (12.5%) of the cost for HMO and PPO single coverage, fifteen percent (15%) of the cost for PPO enhanced single coverage, twelve and one–half percent (12.5%) of the cost for HMO and PPO family coverage and fifteen percent (15%) of the cost for PPO Enhanced single+1 and family coverage.

Section 18.3. Cost Containment. The Village reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remain substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, preadmission and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 18.4. Terms Of Policies To Govern. The extent of coverage under the insurance policies referred to in Section 18.1 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 procedure set forth in this Agreement.

Section 18.5. Right To Maintain Coverage While On Unpaid Leave or On Layoff. An employee who is on an approved unpaid leave of absence or who is on layoff with recall rights

shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for employee coverage and, if desired, for dependent coverage.

Section 18.6. Dental and Vision Care Allowance. Except as otherwise mutually agreed, the Village shall continue its current practice concerning dental and vision care allowance.

Section 18.7. IRC Section 125 Plan. The Village will maintain an IRC Section 125 Plan whereby employees will be able to pay for their share of dental, health and hospitalization insurance premiums with pre-tax earnings, in effect as long as it continues to be permitted by the Internal Revenue Code under substantially similar regulations (provisions) which were in effect on the date of the ratification of this Agreement.

Section 18.8. Life Insurance. The Village shall provide, at no cost to the employee, life insurance coverage equal to an employee's annual base salary rounded upward to the nearest thousand dollars, not to exceed $50,000.

Section 18.9. Joint Insurance Committee. The Village shall establish a joint insurance committee whose charge it will be to consider any proposed changes to health and life insurance plans and carriers, including but not limited to cost containment, cost reduction measures and benefits. The Committee shall be comprised of one bargaining unit member designated by the Union, the Human Resources Coordinator or her designee, and other employee representatives (designated by the Village for non-union groups and, for represented groups that agree to participate, their respective union), not to exceed one employee per group. The Committee may submit advisory recommendations concerning changes to the Village's existing insurance coverage, carriers or plans to the Village Manager for consideration and/or approval.

The Committee shall meet at mutually agreeable times. If a joint insurance committee meeting is held during an employee's normal work hours, then the employee will not be docked

for attending the meeting, provided the employee had obtained the Chief's approval to attend the meeting on work time.

ARTICLE XIX
TUITION REIMBURSEMENT PAY

The Police Chief may but need not grant tuition reimbursement to employees. Employees will, upon request, be notified whether or not they will receive such tuition reimbursement before taking a class if they make a timely request to the Chief.

ARTICLE XX
EMPLOYEE AND OTHER STATUTORY RIGHTS

Section 20.1. Bill of Rights. The Village agrees to abide by the requirements of the "Peace Officers Bill of Rights," 50 ILCS 725. No officer (except probationary officers) shall be disciplined without just cause, subject to the jurisdiction of the Board of Fire and Police Commissioners. Nothing in this Section 20.1 is intended to diminish employees' right of representation as set forth in the Illinois State Labor Relations Board's decision in *Morgan and AFSCME*, 1 PERI ¶ 2020 (1985).

Section 20.2. Personnel Files. The Village also agrees to abide by the requirements of the "Personnel Record Review Act," 820 ILCS 40. Investigative files which relate to on-going investigations shall not be available for inspection until after the investigation has been completed or the adjudication of related charges has occurred, whichever is later.

Disciplinary investigation files will be destroyed by the Employer four (4) years after the date from which the incident or the date upon which the discipline was meted out, whichever is later, unless the investigation relates to a matter which has been subject to either civil or criminal court litigation prior to the expiration of the four (4) year period. Any information of an adverse employment nature which may be contained in any unfounded, exonerated or otherwise not sustained file shall not be used against the officer in any future proceedings. The Village will

preserve and maintain a record of all disciplinary action taken against an officer in support of the principles of progressive discipline.

Section 20.3. Military Leave. Military leave shall be granted in accordance with applicable law.

ARTICLE XXI
BOARD OF FIRE AND POLICE COMMISSIONERS

The parties recognize that the Board of Fire and Police Commissioners of the Village of Barrington has certain statutory authority over employees covered by this Agreement. Nothing in this Agreement is intended to in any way limit, replace, supersede, reduce or diminish that authority, except where otherwise provided in this Agreement.

ARTICLE XXII
OUTSIDE EMPLOYMENT

No employee of the Village shall be employed in any other business, position or occupation that interferes or conflicts in any way with his Village position or with the full and proper performance of his duties. An employee engaged in outside employment must first notify the Chief of Police of such employment. The Village may deny or withdraw approval for outside employment upon just cause.

ARTICLE XXIII
LEGAL DEFENSE AND INDEMNIFICATION

The Village will continue, for the life of this Agreement, its current policy of defending and providing representation to officers sued for actions taken within the scope of their authority, where the officer cooperates with the Village in defense of the action. This Article shall neither add to nor detract from an officer's current protection as now provided by the Village or Illinois statutes. Further, the Village will indemnify officers sued for actions taken within the scope of

their authority when the officer cooperates with the Village in defense of the action, to the extent required by law.

ARTICLE XXIV
GENERAL PROVISIONS

Section 24.1. Union Access. An authorized representative of the State Council who has filed with the Village a Letter of Authority shall be permitted to visit the department for a reasonable period of time in a room or area made available for such purpose by the Police Chief or his designee. Such visit shall occur at a time when officers of the department are on their break period and such visit shall not disturb other officers who are working. Before the representative may visit the department, prior notification and approval of the Chief or his designee must be obtained and such approval will not be unreasonably withheld. The representative may likewise visit the department under the same conditions mentioned above, to meet with the Chief or his designee concerning matters covered by this Agreement.

Section 24.2. Payroll Records. A non-employee representative of the State Council shall have the right to examine a grievant's employee payroll records pertaining to the computation of compensation of an employee who has filed a grievance disputing his pay, so long as such examination occurs at reasonable times and with both the Employer's and employee's prior consent.

Section 24.3. Working Out Of Classification. When an officer is required to assume the full and complete responsibilities of a rank higher than that which he normally holds for any consecutive period of six months or more in a calendar year, he shall be paid the rate for the higher rank while so acting. In addition, in computing vacation pay, such officer shall receive a pro rata adjustment to reflect the percentage of hours consecutively worked during the year in the higher rated position, or his existing benefits for such time if such are greater.

Section 24.4. Americans with Disabilities Act. The Village may take reasonable actions necessary to comply with the Americans with Disabilities Act. In the event that such actions are inconsistent with this Agreement, the Village will notify the Council, in writing, of the proposed actions and, upon request, agree to meet with the Council to negotiate over such inconsistent actions, though such negotiations will not be used to delay implementation of such actions.

Section 24.5. Officer-In-Charge. A police officer who is assigned, from time to time, at the discretion of the Police Chief or his designee, as an officer-in-charge, assigned to patrol shall receive, in addition his regular pay for the shift, one hour of pay at one and one-half (1½) times his straight time hourly rate of pay for an eight (8) hour shift or a portion thereof.

Section 24.6. Lateral Hires Wages. If the Village chooses to make a "Lateral Hire" (e.g. someone who is currently employed by and/or certified by the Illinois Law Enforcement Standards Training Board), the Village may offer the lateral hire a salary above the starting step, but not higher than Step 7 provided the lateral hire will not normally be placed above the step of a bargaining unit member with an equal number of completed years of service as the lateral hire candidate. Lateral hire candidates will progress through the salary scale at the same rate as current bargaining unit members.

Section 24.7. Lateral Hires Vacation. The Village may offer the lateral hire the maximum amount of vacation time (200 hours) as the Chief or his/her designee sees fit, provided that the lateral hire will not normally be given more vacation time that the vacation time earned by a bargaining unit member with an equal number of completed years of services as the lateral hire. Lateral hire candidates will progress through the vacation pay scale at the same rate as current bargaining unit members. By way of example, if a lateral hire receives 120 hours of

vacation time upon hire, the lateral hire would not be eligible for additional vacation time until they worked for the Village for 10 years and reached the 160 hour level.

Section 24.8. Lateral Hire Probation and FTO Program. The Village may elect to shorten the probationary period from the traditional length of 15 months to a reduced time frame at the discretion of the Chief or his/her designee. The Village may also adjust the length of and/or requirements of the FTO program which will also be determined at the discretion of the Chief or his/her designee.

Section 24.9. Lateral Hire Seniority. The date of hire for the lateral hire will be used for purposes of calculating seniority for years of service as a police officer covered under the terms of this Agreement. All other contract provisions will apply to a lateral hire in the same manner as an officer who is hired from the list of applicants generated by the Board of Fire and Police Commissioners or who did not have prior police service.

ARTICLE XXV
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, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the board, court or agency decision; and upon issuance of such a decision, the Village and the Council agree to immediately begin negotiations on a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXVI
ENTIRE AGREEMENT

This Agreement constitutes the complete and entire Agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the

express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the Employer as provided in the management rights clause, Article IV. 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 or ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Nothing herein shall waive the Union's right to engage in impacts/effects bargaining unless the impact and/or effects are otherwise referred to or covered in this Agreement.

ARTICLE XXVII
DURATION

This Agreement shall be effective from the day after it is executed and shall remain in full force and effect until midnight on December 31, 2025. It shall remain in effect from year to year thereafter unless notice of modification is given in writing by certified mail, or hand delivered, by either party no later than one hundred-twenty (120) days preceding the expiration. The notice shall be considered as given as of the date shown on the post mark, or the date of hand delivery in which case a written, dated receipt shall be made.

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

Executed this 9th day of January, 2023.

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL:

By: _____

Dated: 1/2/2023

By: _____

Dated: 01/02/2023

VILLAGE OF BARRINGTON, ILLINOIS:

By: _____

Dated: 1/9/2023

By: _____

Dated: 1/9/23

during the next pay period that follows December 31. For each Employee, participation in the Wellness Incentive is mandatory. The employee will not be entitled to a payment of sick leave other than payment into a PEHP plan.

An employee discharged for cause forfeits all accrued sick leave benefits that have not been deposited into the PEHP plan.

The parties agree to incorporate these amendments into the parties' collective bargaining agreement when the parties next negotiate the CBA.

Village of Barrington

By: Karen Y. Dueck

February __, 2024
March 18, 2024

Fraternal Order of Police Labor Council

By: 327

February 16 2024

Memorandum of Agreement

The Village of Barrington (the "Village") and the Fraternal Order of Police Labor Council (the "Union") are parties to a collective bargaining agreement for the patrol officers working for the Village. The parties have discussed an issue concerning the method by which the officers may make contributions to their post-employment health plan. Based upon the parties discussions, the parties have agreed to amend Section 12.6 of the CBA as follows:

Section 12.6 Wellness Incentive: Employees are eligible for a wellness incentive based upon the number of sick leave hours that the employee used during the preceding calendar year. Each employee must maintain a minimum balance of 400 hours of sick time to be eligible for the Wellness Incentive. Any leave taken under provisions contained in this Article will be counted as sick leave for purposes of the wellness incentive payment. To be eligible, employees must have at least three (3) years of service with the Village. Eligible employees whose sick leave accumulation exceeds 400 hours shall ~~have the option to~~ have their sick leave hours over 400 hours annually deposited (on or about December 31 of each year or pro-rated upon retirement) into their PEHP plan as follows:

Number of hours used as of December 31	**Number of sick hours to be credited**
0-12 hours	72 hours
>12-24 hours	60 hours
> 25-36 hours	48 hours
>37-48 hours	36 hours
>49-60 hours	24 hours
>61-72 hours	12 hours
Over 72 hours	0 hours

The hours will be credited at 100% of the employee's pay rate effective December 31 of that year. The credit will be deposited in the employee's PEHP account by the Village

Incentive is mandatory. The employee will not be entitled to a payment of sick leave other than payment into a PEHP plan. An employee discharged for cause forfeits all accrued sick leave benefits that have not be deposited into the PEHP plan."

WHEREAS, the Corporate Authorities of the Village have determined that it is in the best interests of the Village and its residents that said Memorandum of Agreement be executed and in effect:

NOW THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Barrington, Cook and Lake Counties, Illinois, in exercise of the authority of this Village as a Home Rule unit of government, as follows:

SECTION 1: The Corporate Authorities of the Village hereby find that the recitals hereinabove set forth are true and correct and are incorporated into the text of this Ordinance as its findings of fact to the same extent as if such recitals had been set forth herein in their entirety.

SECTION 2: The Corporate Authorities of this Village hereby approve the "Memorandum of Agreement" between the Village of Barrington and Illinois Fraternal Order of Police Labor Council (the "Memorandum of Agreement") and hereby authorize the execution of said Memorandum of Agreement, in substantially the form attached hereto as Exhibit A and thereby made a part hereof, by the Village President, and the Village Clerk is hereby authorized to attest, on behalf of this Village.

SECTION 3: This Ordinance shall be in full force and effect from and immediately after its passage and approval.

ORDINANCE NO. 2024-4378

AN ORDINANCE AUTHORIZING AND APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE VILLAGE OF BARRINGTON AND ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

WHEREAS, the Village of Barrington (the "Village") and the Fraternal Order of Police Labor Council (the "Union") are parties to a Collective Bargaining Agreement (the "CBA") for the patrol officers working for the Village (the Village and the Union are sometimes collectively referred to herein as the "Parties"); and

WHEREAS, the Parties have discussed an issue concerning the method by which the officers may make contributions to their post-employment health plan ("PEHP"), and based upon the Parties' discussion, the Parties have agreed to amend Section 12.6, "Wellness Incentive", of the CBA as follows:

"Section 12.6 Wellness incentive: Employees are eligible for a wellness incentive based upon the number of sick leave hours that the employee used during the preceding calendar year. Each Employee must maintain a minimum balance of 400 hours of sick time to be eligible for the Wellness Incentive. Any leave taken under provisions contained in this Article will be counted as sick leave for purposes of the wellness incentive payment. To be eligible, employees must have at least three (3) years of service with the Village. Eligible employees whose sick leave accumulation exceeds 400 hours shall ~~have the option to~~ have their sick leave hours over 400 hours annually deposited (on or about December 31 of each year or pro-rated upon retirement) into their PEHP plan as follows:

Number of Hours Used As of December 31	Number of Sick Hours to be Credited
0-12 hours	72 hours
>12-24 hours	60 hours
>25-36 hours	48 hours
>37-48 hours	36 hours
>49-60 hours	24 hours
>61-72 hours	12 hours
Over 72 hours	0 hours

The hours will be credited at 100% of the employee's pay rate effective December 31 of that year. The credit will be deposited in the employee's PEHP account by the Village during the next pay period that follows December 31. For each Employee, participation in the Wellness

02/28/24

VILLAGE OF BARRINGTON

ORDINANCE NO. 2024-4378

AN ORDINANCE AUTHORIZING AND APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE VILLAGE OF BARRINGTON AND ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

ADOPTED BY

THE CORPORATE AUTHORITIES

OF THE

VILLAGE OF BARRINGTON, ILLINOIS

THIS 18 DAY OF March, 2024

Published in pamphlet form by the Corporate Authorities of the Village of Barrington, Cook and Lake Counties, Illinois, this 19 day of March 2024.

SIDE LETTER OF AGREEMENT

The Union agrees to drop its grievance over the current performance standards with prejudice. In return, the Village agrees that it will not institute performance incentives without first giving the Union notice and bargaining over the same. In the event the parties cannot reach an agreement over incentives, the interest arbitration provisions of the IPLRA shall apply.

AGREED:

Village of Barrington

Illinois FOP Labor Council

SIDE LETTER OF AGREEMENT

Step 2 of the grievance process shall be inapplicable for so long as there is no Deputy Chief.

AGREED:

Village of Barrington

Illinois FOP Labor Council

BARRINGTON

Melanie Marcordes <mmarcordes@barrington-il.gov>

Side Letters

1 message

Melanie Marcordes <MMarcordes@barrington-il.gov> Tue, Jan 10, 2023 at 12:08 PM
To: Melanie Marcordes <MMarcordes@barrington-il.gov>

---------- Forwarded message ---------
From: **Garrett Oberkircher** <goberkircher@barrington-il.gov>
Date: Mon, Jan 9, 2023 at 22:38
Subject: Side Letters
To: David Dorn <ddorn@barrington-il.gov>, John Burke <jburke@barrington-il.gov>

Gentlemen,
This is to confirm that we are removing/dropping the two side letters regarding there not being a Deputy Chief and the dropping of a grievance.

--
Garrett Oberkircher, #319 | Police Officer
Village of Barrington | 400 N Northwest Hwy | Barrington, IL 60010
Phone: (847) 304-3300 | goberkircher@barrington-il.gov
www.barrington-il.gov

Sent from my iPhone

--
David Dorn, Chief of Police
Barrington Police Department
400 N. Northwest Highway
Barrington, IL 60010
847.304.3303

APPENDIX C
WAGE SCHEDULE

Police Officer Merit
Step Schedule

Effective[1] Date	3% COLA increase		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1/1/2023	3.00%	Annual	76,620	83,539	90,228	96,570	102,332	106,908	109,977
		Hourly	36.84	40.16	43.38	46.43	49.20	51.40	52.87
1/1/2024	3.00%	Annual	79,685	86,881	93,837	100,433	106,425	111,184	114,376
		Hourly	38.31	41.77	45.11	48.29	51.17	53.45	54.99
1/1/2025	3.00%	Annual	82,075	89,487	96,653	103,446	109,618	114,520	117,807
		Hourly	39.46	43.02	46.47	49.73	52.70	55.06	56.64

[1] The wage scale also reflects an equity adjustment of 1% effective January 1, 2023, and 1% effective January 1, 2024.

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 B

GRIEVANCE

(use additional sheets if 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 FOP Representative's 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

APPENDIX A

DUES AUTHORIZATION FORM

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

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

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

Date:_____ Signed:_____

Address:_____

City:_____

State:_____ Zip:_____

Telephone:_____

Personal E-mail:_____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

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

(217) 698-9433

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