

RESOLUTION NO. R-25-04

**A RESOLUTION APPROVING A LABOR AGREEMENT BETWEEN
THE VILLAGE OF CLARENDON HILLS, ILLINOIS
AND THE METROPOLITAN ALLIANCE OF POLICE CHAPTER #108**

BE IT RESOLVED, by the Village President and Board of Trustees of the Village of Clarendon Hills, Illinois, that the Village President and Board of Trustees hereby approve the Labor Agreement with the Metropolitan Alliance of Police Chapter 108, attached hereto as Exhibit 1 and made part hereof.


BE IT FURTHER RESOLVED that the Village President and Village Clerk are hereby authorized and directed to execute Exhibit 1 on behalf of the Village, as well as execute any and all additional documents necessary to carry out the terms and provisions of said Exhibit 1.

PASSED and APPROVED this 13th day of January 2025.

AYES: Trustees Chaudhry, DeAngelis, Lannert, Peterson, and Weicher

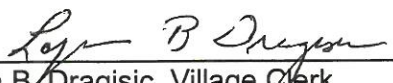
NAYS: None

ABSENT: None



Eric Tech, Village President

ATTEST:



Lynn B. Dragisic, Village Clerk



EXHIBIT 1

(Attached)

METROPOLITAN ALLIANCE OF POLICE

CHAPTER# 108

and

VILLAGE OF CLARENDON HILLS

January 1, 2025 – December 31, 2027

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PREAMBLE

This Agreement is entered into by and between the Village of Clarendon Hills (hereinafter referred to as the "Village" or "Employer") and the Metropolitan Alliance of Police Chapter # 108 (hereinafter referred to as the "Union" or "Chapter").

It is the purpose of this Agreement and it is the intent of the parties hereto to establish and promote a mutual harmonious understanding and relationship between the Employer and the Union, to promote departmental efficiency and effectiveness, to establish wages, hours and other terms and conditions of employment of employees covered by this Agreement, and to provide for the equitable and peaceful adjustment and resolution of differences which may arise from time to time over the interpretation and application of this Agreement, as set forth below.

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

ARTICLE I RECOGNITION

Section 1.1 Recognition

Pursuant to the certification by the Illinois Labor Relations Board in Case S-RC-16-036, the Village hereby recognizes the Metropolitan Alliance of Police as the sole and exclusive bargaining representative with respect to wages, hours and terms and conditions of employment for which collective bargaining is required by law for employees in the following unit:

Included: All full-time sworn peace officers below the rank of Sergeant.

Excluded: Peace officers in the ranks of Sergeant and above; all other employees of the Village; supervisory, managerial, and confidential employees within the meaning of the Act; and all other persons excluded from coverage under the Act.

Section 1.2 Bargaining Unit Work

The Village may utilize the services of auxiliary officers and part-time officers to perform bargaining unit work in accordance with 65 ILCS 5/3.1-30-20 and 65 ILCS 5/3.1-30-21, as amended, provided that the use of auxiliary officers and part-time officers will not result in any layoffs of bargaining unit members. Auxiliary or part-time officers will not be assigned to an assignment that would otherwise be considered to be an overtime opportunity for a bargaining unit member unless such assignment is offered first to members of the bargaining unit. For purposes of this Section, the regularly scheduled shift of an auxiliary or part-time officer shall not be considered to be an assignment that would otherwise be considered to be overtime for a bargaining unit member.

Section 1.3 Probationary Period

The probationary period for all employees hired after January 1, 2000, shall be eighteen (18) months in duration. During the probationary period, the employee is entitled to all rights, privileges, and benefits provided for in this Agreement, except that he or she may be disciplined or discharged without cause and without notice. Time absent from duty or not served for any reason, except for approved vacation and holidays, shall not apply toward satisfaction of the probationary period. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his or her last date of hire with the Village.

ARTICLE II 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 are 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 layoff employees or otherwise relieve employees from duty for lack of work or other legitimate reasons; to establish work and productivity standards and, from time to time, to change those standards; to contract out for goods and services; 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, policies and procedures; to evaluate employees; to establish reasonable performance standards for employees; to discipline, suspend and discharge non-probationary employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities or introduce new ones; to

determine training needs and assign employees for training; to determine equipment to be used and uniforms to be worn; to determine work hours; to determine internal investigation procedures; 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 extreme civil emergency as may be formally declared by the Village President or Village Manager or their authorized designees. In the event of any such emergency action the provisions of this Agreement may be suspended, if necessary, provided that the wage rate and monetary fringe benefits shall not be suspended, and that all provisions of the Agreement shall be immediately reinstated once the local disaster or civil emergency ceases to exist.

ARTICLE III NON-DISCRIMINATION

Section 3.1 Non-Discrimination

Neither the Village nor the Chapter shall discriminate against any employee in a manner which would violate any applicable State, Federal or local Statutes regarding discrimination. Any dispute concerning the interpretation and application of this Paragraph shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

Section 3.2 Use of Masculine Pronoun

The use of the masculine pronoun in this Agreement is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

ARTICLE IV UNION SECURITY AND RIGHTS

Section 4.1 Dues Deductions

While this Agreement is in effect, the Village will deduct from each paycheck the appropriate dollar amount of Union dues for each employee in the bargaining unit who has filed with the Village a voluntary, effective checkoff, authorized by the Union. The Union will give the Village thirty (30) days' notice of any change in the amount of dues to be deducted. Dues shall be remitted to the Union by the tenth (10th) day of the month following deduction. Any Union member desiring to revoke the dues checkoff may do so by written notice to the Employer at any time during the thirty (30) day period prior to the annual anniversary date of the contract.

The Village shall provide the Union, within thirty (30) days' of hire, the name, address, classification, rate of salary and starting date of any new employee hired into the Union bargaining unit.

Section 4.2 Fair Share Fee

Should *Janus v. AFSCME* be overturned, the parties will immediately bargain over fair share fees.

Section 4.3 Indemnification

The Metropolitan Alliance of Police 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 fees and costs that shall arise out of or by the reason of action taken or not taken by the Village in complying with the provisions of this Article. The foregoing indemnification clause shall not require the Union to indemnify or hold the Village harmless in the event the Village initiates or supports a cause of action against the Union.

Section 4.4 Union Use of Bulletin Boards

The Village shall provide the Union with designated space on an available bulletin board which will be used solely for Union purpose for the posting of official Union notices of a non-political, non-inflammatory nature.

ARTICLE V LABOR MANAGEMENT MEETINGS

Section 5.1 Meeting Request

The Union and the Village mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Village. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a "labor-management meeting". Such meetings and locations shall be limited to:

- (a) Discussion on the implementation and general administration of this Agreement;
- (b) A sharing of general information of interest to the parties; and
- (c) Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Village which may affect employees covered by this Agreement.

To effectuate the purpose and intent of the parties, both parties agree to meet as necessary, but not more than four (4) times per year.

Section 5.2 Exclusivity of Meetings

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "labor management meetings", nor shall negotiations be carried on at such meetings.

Section 5.3 Employee Attendance at Meetings

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 purposes unless the parties should agree otherwise. Attendance at such meetings shall not interfere with required duty time and attendance, if during duty time, is permitted only upon prior approval of the Chief of Police or his designee.

ARTICLE VI UNION REPRESENTATION

Section 6.1 Right of Entry

Authorized representatives of the Union shall, with the advance approval of the Chief, have reasonable access to the Police Department during working hours to converse with members of the Union and/or representatives of the Employer concerning matters covered by this Agreement. Said approval shall not be unreasonably denied. Said access shall not disrupt the operations of the Department.

Section 6.2 Activity During Work Hours

Reasonable time while on duty shall be permitted a Union representative for the purpose of aiding or assisting or otherwise representing employees in the handling and processing of grievances or exercising other rights set forth in this Agreement, when such activities cannot be performed during non-work hours, and such reasonable time shall be without loss of pay. In no event shall such time be allowed if it compromises or unduly disrupts the operations of the department.

In addition, employees shall, after giving appropriate notice to the Village, be allowed reasonable time off, with pay during work hours to attend grievance hearings or grievance meetings, labor-management meetings, or other meetings with the Village, when such activities cannot be performed during non-work hours, at the premises of the Village, if by virtue of their position with the Union, their attendance is necessary.

Section 6.3 Attendance at Meetings

The Village agrees that the duly authorized representatives of the Union shall be allowed to use their available time off (not including sick time) to attend general, executive or special meetings of the Union, provided that reasonable notice of such meetings shall be given in writing to the Village.

Section 6.4 Representation

At the officer's specific request, a Union representative will be allowed to attend any investigatory interview, which the employee reasonably believes may lead to discipline. In the event that the employee's preferred representative is not available, the employee shall choose another representative that is available and no interview shall be unreasonably delayed due to the unavailability of any representative. Employees have the right to a Union representative and attorney to be present for any interrogation as defined by the Uniform Peace Officer Disciplinary Act, so long as the delay is no longer than 7 calendar days, unless mutually agreeable by the parties.

Section 6.5 Union Negotiating Team

No more than two (2) officers designated as being on the Union negotiating team who are scheduled to work on a day which negotiations will occur, shall for the purpose of attending scheduled negotiations, be excused from their duties without loss of pay for the period of negotiations, as long as the attendance of any officer at negotiations does not result in the payment of overtime to that officer or to any other officer by the Village. If the attendance of an officer at negotiations would result in the payment of any overtime by the Village, the officer shall not attend negotiations. If a designated Union negotiating team member is on regular day-off status on the day of negotiations, he will not be compensated for attending the session. A reasonable effort shall be made by both parties to schedule negotiations for a day and time at which the designated members of the Union negotiating team are not scheduled to work.

Section 6.6 Delegates

Any Officer serving as a Union steward or shall be allowed the use of available time off (not including sick time) to attend any meetings or conferences held by the Union, provided that the employee submits a written request to the Village seeking approval.

Section 6.7 Formal Hearing

An officer appearing before any formal hearing board pursuant to any general or special order or notice or other rules or regulations of the Department shall, upon request, be represented by a representative of or designated by the Union. Any representative of the Union may, upon request of the officer, assist an accused officer appearing before a disciplinary hearing or disciplinary inquiry. The Village shall not incur any cost for such representation.

ARTICLE VII INDEMNIFICATION

The Village shall indemnify employees covered by this Agreement pursuant to the requirements and conditions of 65 ILCS 5/1-4-6.

ARTICLE VIII HOURS OF WORK AND OVERTIME

Section 8.1 Purpose of Article

Nothing herein shall be construed as a guarantee of hours of work per day, per week or per work cycle, and nothing herein shall preclude the Employer from restructuring the normal work day, work week, or work cycle. However, such changes will be implemented only based upon the valid and legitimate operating needs of the department. Officers shall be allowed to use their lunch break to work out, provided that they are still available to respond to emergency calls.

Section 8.2 Hours of Work

The hours of work shall be assigned by management. Shift assignments shall be posted on November 1st. The normal workday shall be based upon two or three shifts, as the case may be, rotated equally among the officers. All shifts include a paid half (1/2) hour total for lunch as determined by the supervisor.

a. Patrol Personnel

The normal shift rotations shall be 6:00 a.m. to 6:00 p.m. ("day shifts") 6:00 p.m. to 6:00 a.m. ("night shifts"). The normal shift rotations shall continue in effect, subject to the operating needs of the department and section 8.10 of this article. Starting January 1, 2023, Employees' shifts will switch from day shift to night shift, and *vice versa*, every 3 months. Employees may be temporarily moved to an eight (8) hour schedule for training purposes, in which case the non-patrol provisions shall apply. Shift assignment will be based on the Chief of Police's determination of appropriate staffing levels for the daytime and nighttime shifts. Officers shall be scheduled to work eighty (80) hours in each fourteen (14) day work cycle.

In order to maintain a maximum of eighty (80) hours of work for each officer during the work cycle, the Chief of Police shall adjust each officer's hours of work by scheduling a work day of eight (8) hours at some point within each work cycle.

b. Non-Patrol Personnel

Shifts currently are: 9:00 a.m. - 5:00 p.m. unless otherwise determined by the Chief of Police. The officers' current shift shall continue in effect subject to the operating needs of the department. Hours of work for all non-patrol personnel shall remain flexible and shall be arranged on an ad hoc basis by the Chief of Police.

Section 8.3 Overtime Pay

An employee assigned to a twelve (12) hour work shift shall be paid one and one-half times the regular straight-time hourly rate-of-pay for all hours worked in excess of twelve (12) hours in the employee's regularly scheduled workday, for eighty (80) hours in a fourteen (14) day pay period, or any time worked on the employee's scheduled time off. Officers assigned to an eight (8) hour shift shall be paid one and one-half times the regular straight time hourly rate of pay for all hours worked in excess of eight (8) hours in the work day, one hundred seventy-one (171) hours in a 28 day work cycle, or any time worked on their scheduled time off.

Section 8.4 Court Time

Overtime work by officers covered by this Agreement related to appearances scheduled in court will be compensated at time and one half, with a two (2) hour minimum for Field Court and a two-and-a-half (2.5) hour minimum for House Court, or time actually served, whichever is greater. Officers will be allowed thirty (30) minutes of travel time for appearances in Field Court and one (1) hour of travel time for appearances in House Court. Travel time under this Section shall be compensated at time and one half. When an officer is on standby for trial on his/her off duty time, (s)he will receive a minimum of two hours at time and one half pay. In the event that Field Court is changed from its current Downers Grove location to a location greater than seven (7) miles from the police station, Field Court time will be equal to House Court time.

Section 8.5 Computation of Hourly Salary

For the purposes of determining overtime compensation, an employee's hourly salary shall be computed by dividing their annual salary by 2080.

Section 8.6 Overtime Work

Scheduled Patrol-generated Overtime:

Whenever practicable, scheduled patrol-generated overtime will be scheduled on a voluntary basis, offered first to those officers scheduled as off and from the same shift as the manpower needed by posting the overtime. Secondly, patrol-generated overtime will be offered to patrol officers, in twelve (12) hour blocks. If it still remains unfilled, it can be split where a patrol officer can sign up for either an eight (8) or four (4) hour block leaving either a four (4) or eight (8) hour block at the beginning or end of the shift. Those remaining four (4) or eight (8) hours are then available to another patrol officer. These selections will be offered by seniority, with the most senior officer having the first opportunity to work. If the patrol-generated overtime is unfilled or partially filled 96 continuous hours after posting, the remaining shift may be filled by supervisors on a voluntary basis. If the patrol-generated overtime continues to remain unfilled or is only partially voluntarily filled, an off-duty officer, in an inverse order of seniority from the same shift (day or night) as the scheduled overtime, may be ordered in to work the shift. The Village recognizes that it is preferable to assign overtime under these circumstances to officers from the same shift who are available to work

the overtime. Every reasonable effort will be made to do so. However, if officers from the same shift (day or night) are unavailable, the Chief of Police (or his designee) may order other officers, in an inverse order of seniority, to work the shift or partial shift. The Chief of Police (or his designee) may order in the least senior, non-probationary patrol officer, to work the shift if ordering in the least senior officer causes two probationary employees to be manning the same shift. Unless specified by the Chief of Police, Patrol Officers will have priority for any Special Duty Overtime, determined by shift and seniority basis. Officers must sign up for the Special Duty within five (5) days of posting and must provide forty-eight (48) hours' notice prior to removing their name from the assignment. The Department will work to balance opportunities for overtime assignment.

Scheduled Supervisor-generated Overtime:

Scheduled Supervisor-generated Overtime will be assigned in a manner determined by the Chief of Police. Supervisor generated overtime that is offered to patrol officers will be first offered on a voluntary basis, with the most senior-patrol officer having the first opportunity to work. If the supervisor generated overtime remains unfilled or is only partially voluntarily filled, an off-duty patrol officer, in an inverse order of seniority from the same shift (day or night) as the scheduled overtime, may be ordered in to work the shift. The Village recognizes that it is preferable to assign overtime under these circumstances to officers from the same shift who are available to work the overtime. Every reasonable effort will be made to do so. However, if officers from the same shift (day or night) are unavailable, the Chief of Police (or his designee) may order other officers, in an inverse order of seniority, to work the shift or partial shift. The Chief of Police may order in the least senior, non-probationary patrol officer, to work the shift if ordering in the least senior officer causes two probationary employees to be manning the same shift.

Non-scheduled Overtime:

Non-scheduled overtime shall be filled by utilization of two "call in" rosters, one day shift roster and one night shift roster. These rosters shall include all officers in order of rank and seniority. When the above overtime occurs, the first available officer on the list shall be offered the overtime in question, first in twelve (12) hour blocks, and if not filled, then offered in eight (8) hour blocks, six (6) hour blocks or four (4) hour blocks. As an employee is offered, and either accepts or rejects the overtime assignment, he/she shall then rotate to the bottom of the roster. If, after all available officers on this roster have been offered the overtime the overtime remains unfilled, or is only partially voluntarily filled, an off duty officer, in an inverse order of seniority from the same shift (day or night) as the scheduled overtime, may be ordered in to work the shift.

Granted Funded Detail Overtime:

Patrol officers will not be mandated to work any Illinois Department of Transportation grant-funded details outside of regularly scheduled duty hours.

Section 8.7 No Pyramiding

Wages and/or benefits shall not be paid more than once for the same hours under any provision of this Agreement.

Section 8.8 Call Back

A "call back" is defined as an employee's assignment of work, which does not continually precede or follow an employee's regularly scheduled working hours. Members "called back" to the Department's premises at a specified time shall be paid for a minimum of two (2) hours at the appropriate overtime rate or be compensated for the actual time worked, whichever is greater, at the appropriate rate, unless the employee is called back to rectify his own error that could not otherwise be corrected during his/her next scheduled work day.

Section 8.9 Compensatory Time

At the employee's option, an employee may be credited with compensatory time in lieu of paid overtime. Employees shall earn one and one half hours of compensatory time for each overtime hour that is worked. Compensatory time shall be paid out at the regular straight time hourly rate. Scheduling compensatory time must be approved in advance by the Chief or his designee. Compensatory time shall not be unreasonably denied. Compensatory time may only be denied if another employee from the same shift has been permitted to use vacation time or comp time on that date or if it causes an operational hardship as defined under the Fair Labor Standards Act.

Accumulation of compensatory time shall be limited to forty-two and a half hours (42.5). When an employee uses accumulated compensatory time, additional compensatory time may be earned up to the forty-two and a half (42.5) hour cap. Any overtime hours in excess of this amount will be paid the employee at the overtime rate. Upon separation, any unused compensatory time shall be paid at the employee's final regular rate of pay.

Section: 8.10 Change of Shifts

The Employer may only change the schedule, based upon the valid and legitimate operating needs of the department. If the Employer changes the schedule the parties shall engage in impacts and effects bargaining over the change in schedule.

Section: 8.11 Mandatory Training

Employer shall provide employees with all training mandated by law or applicable rule and recognized/approved by the Illinois Law Enforcement Training and Standards Board. Said training shall be paid for by the Employer and shall be deemed as hours worked.

ARTICLE IX EMPLOYEE SECURITY

Section 9.1 Just Cause Standard

No non-probationary employee covered by this Agreement shall be discharged or suspended from employment without just cause.

Section 9.2 Corrective Discipline

The Village and the Union agree that, under ordinary circumstances, discipline involving post-probationary employees should be administered in a progressive manner. For minor infractions without aggravating circumstances, the ordinary progression of discipline would be an oral warning, a written reprimand, suspension and dismissal. The parties also recognize, however, that the discipline administered should reflect the seriousness of the offense and therefore no employee is guaranteed only minor discipline for a first offense. Once the measure of discipline for an offense is determined and imposed, the Village shall not increase it for the particular offense unless new facts or circumstances become known within a reasonable period of time. The parties further agree that all disciplinary actions shall be expunged from an employee's personnel file after three (3) years, provided that there has been no repetition of the offense within the three-year period. All such expungements shall take place upon written request by the employee to the police chief.

Section 9.3 Disciplinary Appeals

The parties agree that the Chief of Police (or the Chiefs designee) shall have the right to suspend a non-probationary officer for up to thirty (30) calendar days or dismiss a non-probationary officer for just cause, without filing charges with the Village Board of Fire and Police Commissioners. Probationary employees may be disciplined or dismissed without just cause. Neither the Police Chief nor the Village or their agents will file charges asking the Board of Fire and Police Commissioners to impose discipline on any non-probationary bargaining unit employee; instead all such discipline shall be imposed by the Police Chief or his designee.

Prior to imposing discipline involving a possible suspension or termination, the Chief (or designee) will give the Employee and Union written notice of the discipline contemplated with the alleged rules violated and a summary of the factual basis for the Chief's contemplated discipline. Within seven (7) calendar days, the Union, Employee, and Chief (or designee) shall meet at a mutually agreeable time. During said meeting, the Union and/or Employee shall have a right to be heard and respond to allegations. Following the meeting, discipline may be imposed by the Chief.

The decision of the Police Chief or the Chief's designee with respect to the suspension or dismissal action shall be deemed final, subject only to the review of said decision through the grievance and arbitration procedure. The sole recourse for appealing any such decision by the Chief of Police shall be for the employee to file a grievance as described herein. If the employee elects to file a grievance as to his or her suspension or

dismissal, the grievance shall be processed in accordance with Article XI of this Agreement, except that it shall be filed at Step 4 (Village Manager Level) of the procedure, within ten (10) calendar days from the issuance of the Chief's decision.

If the grievance proceeds to arbitration as described in Step 4 of Article 11.3, due to failure to resolve the issue at Step 3 and the arbitrator determines that the discipline or dismissal was supported by just cause, the arbitrator shall affirm the action. If the grievance proceeds to arbitration and the arbitrator determines that the disciplinary action was not supported by just cause the arbitrator shall have the authority to rescind or to modify the disciplinary action and order back pay, or a portion thereof. No relief shall be available from the Board of Fire and Police Commissioners with respect to any matter which is subject to the grievance and arbitration procedure set forth in Article XI of this Agreement. Any appeal of an arbitrator's award shall be in accordance with the provisions of the Uniform Arbitration Act as provided by Section 8 of the IPLRA.

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

Discipline that does not involve a termination or suspension (e.g., oral and written reprimands) may only be grieved through Step 3 of the grievance procedure and may not be submitted to arbitration.

Section 9.4 Personnel Files

Upon written request of an employee, the Village shall permit said Employee to inspect and if he/she so chooses, to copy his file, in compliance with the Personnel Records Review Act, 820 ILCS 40/0.01 et seq.

Section 9.5 Request or Release of Personal Information

The Village will not require disclosure of personal information except during an investigation. The parties agree that no personal information shall be released to the media or general public about any Village employee or agent, or the members of their households, by either party without the employee's or agent's advance written consent, unless such release is required or authorized by State or federal law. For purposes of this Section, personal information means, income, photographs, assets, debts or personal expenses, home address and telephone number.

Section 9.6 Document Review

The Union or a representative shall have the right, at a time and place mutually agreeable to the parties, to examine time sheets and other records pertaining to the computation of compensation of any employee covered by this Agreement whose pay is in

dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with the employee's written consent, in accordance with applicable State and Federal law.

Section 9.7 Fitness for Duty Examination

Employees may be required to undergo psychological, psychiatric, physiological, or medical testing at the direction of the Chief of Police, or his/her designee, only where the Department has sound operational reason(s) to believe the employee is unfit for duty. The reason(s) shall be set forth, in writing, to the employee at the time the employee is ordered to undergo such testing. The union and employer shall have an ongoing agreement on a mutually agreed upon third-party examiner selection service to select the medical professional providing the exam. If no selection service has been agreed upon the Village shall hire a third-party examiner selection firm previously used by the Clarendon Hills Police Pension Board. This Section does not apply to the drug and alcohol testing, worker's compensation related doctor's exams, or cases that endanger the public health of the department such as communicable disease testing.

Section 9.8 Surveillance of Employees

If the Village is in possession or control of relevant surveillance (video, photographic, audio, GPS, or other recorded surveillance) of an employee, prior to the employee submitting to Interrogation, as defined in Section 2(c) of the Uniform Peace Officers' Disciplinary Act (50 ILCS 725/2(c)), regarding the subject matter observed in the surveillance, the Village will give the employee notice of the existence of said surveillance material(s). The Village's notice will be included along with other information required in the written notice required by the Uniform Peace Officers' Disciplinary Act. The Village will allow the employee and Union a reasonable opportunity to observe the surveillance materials prior to the employee's Interrogation. An admission or confession obtained from an Interrogation where such notice and opportunity to view were not provided is inadmissible in a disciplinary hearing; the admissibility of the actual surveillance evidence will be left to the trier of fact.

ARTICLE X BILL OF RIGHTS

The Police Officers Bill of Rights, as provided in the Illinois Compiled Statutes, 50 ILCS 725/1, as it exists and/or as it is amended is recognized by the Village and enforceable via this Agreement.

ARTICLE XI GRIEVANCE PROCEDURE

Section 11.1 Definition

A grievance is defined as a dispute or difference between the parties to this Agreement concerning the interpretation and/or application of the express terms of this Agreement. Grievances may be filed by the Union on behalf of one or more employee(s).

Section 11.2 Representation

Grievances may be processed by an employee or the Metropolitan Alliance of Police on behalf of an employee or group of employees. The Metropolitan Alliance of Police may have the grievant or grievants present at any step of the grievance procedure, and the grievant is entitled to Metropolitan Alliance of Police representation at any step of the grievance. All grievance activity shall take place in a manner which does not interfere with Village or department operations. Any time spent prosecuting or processing a grievance shall not be considered to be compensable time, unless an employee is required by the Village to attend a grievance meeting.

Section 11.3 Grievance Procedure

Recognizing that grievances should be raised and settled promptly, a grievance must be raised within ten (10) calendar days of the occurrence of the event giving rise to the grievance or the time at which the grievant knew or should have known of the event giving rise to the grievance. A grievance may be initiated by the Metropolitan Alliance of Police or an aggrieved employee. No grievance shall be entertained or processed unless it is filed within this time period. If a grievance is not appealed within the time limits for appeal set forth in Steps 2, 3, 4 and 5, it shall be deemed settled based on the last answer of the Village. If the Village fails to provide an answer within the time limits so provided, the Metropolitan Alliance of Police may immediately appeal to the next step. The parties may mutually agree in writing to extend any time limit. A grievance shall be processed as follows:

Step 1: Any employee who has a grievance shall submit the grievance in writing on the form attached hereto as Appendix A to the employee's immediate supervisor or his designee indicating that the matter is a grievance under this Agreement. In the event of a class action grievance, an individual grievant or a Union Representative may file the grievance at this step. The grievance shall contain a summary statement of the essential facts; identify the specific provision or provisions of this Agreement which are alleged to have been violated, and state the relief requested. All grievances must be presented no later than ten (10) calendar days from the date of the occurrence of the matter giving rise to the grievance or within ten (10) calendar days after the employee knew or should have known of the occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievant within ten (10) calendar days after the grievance is presented.

Step 2: If the grievance is not settled at Step 1 and the employee, or the Metropolitan Alliance of Police if a Metropolitan Alliance of Police grievance, wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Police Chief or his designee within seven (7) calendar days after receipt of the answer in Step 1. The grievance appeal 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 seven (7) calendar days with the grievant and an authorized Metropolitan Alliance of Police representative, if one is requested by the employee, at a time mutually agreeable to both 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 Metropolitan Alliance of Police if a Metropolitan Alliance of Police Grievance, within seven (7) calendar days following their meeting or the offer of a meeting if no meeting takes place.

Step 3: If the grievance is not settled at Step 2 and the employee, or the Metropolitan Alliance of Police if a Metropolitan Alliance of Police grievance, wishes to appeal the grievance to Step 4 of the grievance procedure, it shall be submitted in writing designated as a "grievance" to the Village Manager or his designee within seven (7) calendar days after receipt of the Police Chiefs answer in Step 2. The Village Manager or his designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within seven (7) calendar days with the grievant and an authorized Metropolitan Alliance of Police 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 Village Manager or his designee shall provide a written answer to the grievant or to the Metropolitan Alliance of Police if a Metropolitan Alliance of Police, within seven (7) calendar days following their meeting or the offer of a meeting if no meeting takes place.

Step 4: If the grievance is not settled in Step 3, and the Metropolitan Alliance of Police wishes to appeal the grievance from Step 3 of the grievance procedure, the Metropolitan Alliance of Police may refer the grievance to arbitration, as described below within fourteen (14) calendar days of receipt of the Village Manager's written answer as provided to the Metropolitan Alliance of Police at Step 3. Individual employees may not submit a grievance to arbitration.

(a) The parties shall attempt to agree upon an arbitrator. In the event the parties are unable to agree upon an arbitrator, within seven (7) calendar days after receipt of the notice of referral, the parties shall jointly request the Federal Mediation and Conciliation Services to submit a list of five (5) names of arbitrators who have an office within Illinois, Indiana, Iowa, and/or Wisconsin to the parties. Each party retains the right to reject one panel in its entirety and request that a next panel be submitted. Both the Village and Metropolitan Alliance of Police shall alternately strike names from the panel. The first party to strike shall be determined by a flip of a coin. The remaining person shall be the arbitrator.

(b) The arbitrator shall be notified of his/her selection by a joint letter from the Metropolitan Alliance of Police and the Village and shall be requested to set a time and place for the hearing, subject to the availability of Metropolitan Alliance of Police and Village representatives.

(c) The Village and the Metropolitan Alliance of Police shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Metropolitan Alliance of Police retain the right to employ legal counsel at their own expense.

(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 the later.

(e) More than one grievance can be submitted to the same arbitrator if both parties mutually agree in writing.

(f) The fees and expenses of the arbitrator, if any, shall be divided equally between the Village and the Metropolitan Alliance of Police; provided, however, that each party shall be responsible for compensating its own representatives and witnesses. The cost of a transcript shall be borne by the party requesting the transcript.

Section 11.4 Limitations on Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted to him in writing, and shall have no authority to make a decision on any other issue not so submitted to him. His decision shall be based solely upon his interpretation of the meaning or application of the terms of this Agreement to the facts established before him. Any decision or award of the arbitrator rendered within the limitation of this Section 11.4 shall be final and binding upon the Village, the Metropolitan Alliance of Police, and the employees covered by this Agreement.

Section 11.5 Board of Fire and Police Commissioners

The parties recognize that the Board of Fire and Police Commissioners of the Village of Clarendon Hills has certain statutory authority over the employees covered by this Agreement, and it is expressly understood and agreed that matters within the jurisdiction of the Board of Fire and Police Commissioners of the Village of Clarendon Hills shall not be subject to the grievance procedure. Nothing in this Agreement is intended in any way to replace or diminish any such authority, except as provided for in Article IX, Section 9.3 of this Agreement.

ARTICLE XII NO STRIKE OR LOCKOUT

Section 12.1 No Strike

The Metropolitan Alliance of Police and the employees covered by this Agreement recognize and agree that the rendering of police services to the community cannot be withheld, interrupted, or discontinued under any circumstances, and that to do so would endanger the health, safety and welfare of the citizens of the Village. Neither the Metropolitan Alliance of Police nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any job action, strike, sympathy strike, slowdown, sit-down, concerted refusal to perform overtime, mass absenteeism or any other intentional interruption or disruption, of the operations of the Village, during the life of this Agreement. The Metropolitan Alliance of Police agrees to notify all employees covered by this Agreement of their obligation and responsibility to maintain compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others.

Section 12.2 No Lockout

The Village will not lock out any employee during the term of this Agreement as a result of an actual or anticipated labor dispute with the Metropolitan Alliance of Police, unless there is a violation of Section 12.1.

Section 12.3 Judicial Restraint

Nothing contained herein shall preclude the Village or the Metropolitan Alliance of Police from seeking judicial restraint and damages in the event the other party violates this Article.

ARTICLE XIII HOLIDAYS

Section 13.1 Holidays

The employees shall receive the following paid holidays per year:

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day

Thanksgiving Day
Day after Thanksgiving
Christmas Eve Christmas
Day Veterans' Day
Martin Luther King Jr. Day

Section 13.2 Personal Days

In addition to the holidays specified above, each employee covered by this Agreement shall annually be entitled to twenty-four (24) hours Personal Time off with pay during the life of this Agreement. The taking of a Personal Day shall be scheduled with the employee's supervisor, and shall not be unreasonably denied.

Section 13.3 Holiday Pay

Employees covered by this Agreement, when their regularly scheduled day off falls on the actual day of a holiday, shall be paid eight (8) hours holiday. When an employee's regular workday falls on the actual day of a holiday and the employee works the holiday, the employee shall receive 14 hours holiday pay in addition to his/her regular day's pay. When an employee works overtime on the actual holiday, he/she will receive regular overtime pay for the time worked plus .5 times the overtime hours worked, as holiday pay. Holiday Pay is not time off and is not considered time worked for purposes of computing overtime.

Section 13.4 Holiday During Vacations

When a holiday falls during an employee's vacation, the employee shall receive eight (8) hours of pay for the holiday in addition to vacation pay.

ARTICLE XIV SENIORITY, LAYOFF AND RECALL

Section 14.1 Definition of Seniority

Seniority shall be based on the length of service from the last date of hire beginning continuous full-time employment as a Police Officer within the bargaining unit with the Clarendon Hills Police Department.

Section 14.2 Layoff and Recall

On or before January 1 of each year, the Village shall prepare and forward to the Metropolitan Alliance of Police a list setting forth the seniority dates for all employees covered by this Agreement. Officers shall be given thirty (30) days' written notice of a reduction in force. In the event of a reduction in force, seniority shall prevail and the officers so reduced in rank or laid off shall be considered furloughed without pay from the positions from which they were reduced or removed. Such reductions and removals shall be in strict compliance with seniority as set forth below and in no event shall any officer be reduced more than one rank in a reduction in force. Officers with the least seniority in the position to be reduced shall be reduced to the next lower rated position. For purposes of determining which officers will be reduced in rank, seniority shall be determined by adding the time spent at the rank or position from which the officer is to be reduced and the time spent at any higher rank or position in the Department. For purposes of determining which officers in the lowest rank or position shall be removed from the Department in the event of a layoff, length of service in the Department shall be the basis for determining seniority, with the

least senior such officer being the first so removed and laid off Such officers laid off shall have their names placed on a reemployment list in the reverse order of dates of layoff. Officers shall remain on the reemployment list for twelve (12) months. If any positions which have been vacated because of reduction in forces or displacement and abolition of positions are reinstated, such officers as are furloughed from the said positions shall be notified by registered mail of such reinstatement of positions and shall have prior right to such positions if otherwise qualified, and in all cases seniority shall prevail. Written application for such reinstated position must be made by the furloughed person within 30 days after notification as above provided and such person may be required to submit to examination by physicians of both the board of fire and police commissioners and the appropriate pension board to determine his physical fitness.

ARTICLE XV VACATIONS

Section 15.1 Eligibility and Allowances

A. Every employee covered by this agreement shall be eligible to use paid vacation. Employees shall accrue vacation time as of their date of hire and may take vacation time as it is accrued.

Vacation Time shall be earned as follows:

From date of hire through four (4) years of service	80 hours
Year five (5) through eleven (11) years of service	120 hours
Year twelve (12) through nineteen (19) years of service	160 hours
Year twenty (20) on	200 hours

B. Vacation is accrued bi-weekly based on the eligible number of vacation days per year and the number of hours worked per week. Every two weeks, an employee will earn hours of paid vacation in accordance with the following schedule:

80 hours	3.08 hours
120 hours	4.61 hours
160 hours	6.16 hours
200 hours	7.70 hours

Section 15.2 Vacation Pay

Vacation pay shall be paid at the employee's regular straight-time hourly rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation. Vacation time shall be considered time worked for purposes of calculating overtime.

Section 15.3 Vacation Usage and Accrual

An employee may accrue up to forty (40) hours of vacation above his or her annual allotment. Once an employee reaches this limit, he or she will no longer accrue vacation. On or immediately prior to April 30 of each year (December 31 beginning at the end of 2017), the Village will pay out to each employee at his or her regular straight-time rate of pay any balance above the employee's annual allotment.

In the event that an employee is required to cancel a scheduled vacation because of Village needs, and as a result the employee is expected to exceed a vacation accrual amount of forty (40) hours beyond his or her annual allotment, the employee may request continued vacation accrual beyond this cap in writing to the Village Manager a sixty (60) day grace period in which to reschedule the vacation time and bring his or her accrual below his or her annual allotment plus forty (40) hours. The Village Manager or his or her designee shall have the sole discretion to approve the request under this provision.

Section 15.4 Vacation Scheduling

Vacations shall be scheduled insofar as practical at times desired by each employee, with a determination of preference being made on the basis of the employee's seniority as defined in this Agreement. Vacation sign-up sheets shall be posted no later than November 1st of the preceding year for the selection of vacations to be taken during the following calendar year. The sign up period shall close on November 30. The Chief shall approve or deny any requests posted on the sign-up sheet by December 15. Vacation requests submitted on or after December 1st, will be granted on a first-come first-served basis, subject to approval by the Chief or his designee.

Section 15.5 Vacation Benefits at Separation

- A. At the time of separation and following the return of all Village-issued equipment as outlined on the Equipment Return List, employees shall receive pay for any unused accrued vacation, at his/her current regular hourly rate of pay.
- B. In case of death, payment for unused, accrued vacation shall go to the designated beneficiary stated in the employee's retirement program or the employee's estate.

ARTICLE XVI SICK LEAVE

Section 16.1 Hours Earned

All full time employees shall earn sick leave pay at the rate of eight (8) hours per month to a maximum of ninety-six (96) hours during the employee's initial anniversary year, and in the same amount during each subsequent anniversary year.

Section 16.2 Sick Leave Accumulation

Each employee shall accumulate sick leave at a rate of 3.7 hours of sick leave per pay period. The maximum accumulation is 1200 hours (150 eight hour days). Any sick leave used shall be subtracted from the employee's amount of available sick leave. Once an employee reaches 150 eight hour days of accumulated sick leave, no further sick leave shall be earned or accumulated. Subtracted sick leave may be re-accumulated at the rate set forth above up to the maximum accumulation of 150 eight hour days.

Section 16.3 Sick Leave Utilization

Sick leave is a benefit intended to be used when an employee is unable to work due to medical related circumstances. Immediate family for purposes of sick leave shall be defined as the employee's spouse, child, step-child, parent, father-in-law, mother-in-law, sibling, grandparent, or civil union partner which is defined as a person with whom an employee has entered into a civil union pursuant to 750 ILCS 75/10 *et seq.* who is living in a committed, exclusive, long-term relationship with the employee and is sharing the same household with the employee. In order to receive compensation while absent on sick leave, the employee must notify the Police Chief or his designee (Dispatch for times when the business office is closed) and at least one (1) hour prior to the beginning of the scheduled shift that the employee is going to miss. If such notification is not made, the employee shall be considered absent without leave and the use of sick leave will not be allowed.

The Village may require medical certification verifying the need for sick leave. The Village may also require a second opinion or order the person using sick leave to obtain a medical examination, at the Village's expense, by a licensed medical doctor selected by the Village. The Village may also require a return to duty medical exam, at the Village's expense, whenever an employee has utilized sick leave, to determine if the employee is physically and/or mentally able to perform his duties. The Police Chief or his designee may contact any employee who is absent on sick leave to verify that sick leave is being properly used and to ascertain the employee's expected return date.

For purposes of the Family Medical Leave Act, any sick leave that is used for a purpose that qualifies for family or medical leave shall be counted against the employee's annual leave entitlement under the Family and Medical Leave Act. The parties agree that this provision constitutes adequate and effective notice of this designation of sick leave as FMLA leave.

Employees who adopt or give birth to a child, or whose spouse or partner in a civil union gives birth to a child, while employed by the Village, will be permitted to use paid sick leave for no less than four weeks following the child's birth or adoption. This minimum use of sick leave does not limit the use of sick leave, benefit time, or FMLA time in the event of a sick or injured child, spouse, or partner in a civil union.

Pursuant to Public Act 099-0841, the Employee Sick Leave Act, Employees may use sick leave benefits for absences due to an illness, injury, or medical appointments of the employee's child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild,

grandparent, or step parent on the same terms upon which the employee is able to use sick leave for the employee's own illness or injury. Such time off will be limited to an amount not less than the personal sick leave that would be accrued during 6 months at the employee's then current rate of entitlement.

Section 16.4 Sick Leave Incentive Plan

Employees with twenty years of service with the Village, upon retirement or separation in good standing, with two weeks' advance notice, shall receive 40% of accumulated unused sick leave. The maximum payment under this Section would be 40% of 150 eight (8) hour days, which equals 60 eight (8) hour days. The Village shall deposit this payment into a Retirement Health Savings Plan (RHS) or VEBA plan, upon its implementation, for the employee, in accordance with IRS guidelines. In the case of the death of an employee with 20 years of service, payment for unused sick leave, based on the formula above, shall go to the designated beneficiary mentioned in the employee's retirement program.

Section 16.5 VEBA Plan

The Village agrees to continue making payroll deductions for the existing VEBA Plan in an amount determined by the VEBA Participants.

ARTICLE XVII ADDITIONAL LEAVE OF ABSENCE

Section 17.1 Unpaid Discretionary Leave

The Village may grant an unpaid leave of absence under this Article to any bargaining unit employee where the Village determines in its sole discretion there is good and sufficient reason.

Section 17.2 Application for Leave

Any request for a leave of absence shall be submitted in writing by the employee to the Police Chief 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 the Village and it shall be in writing.

Section 17.3 Military Leave

Military leave shall be granted in accordance with applicable law and this leave shall not be charged against vacation or sick leave. Any employee who is mobilized to active military duty as a result of an order of the President of the United States shall continue to receive his same regular compensation plus any health insurance and other benefits, minus the amount of his base pay for military service, for the duration of his active military service.

Section 17.4 Funeral Leave

In the event of a death in the immediate family (defined as the employee's legal spouse, civil union partner as defined in Section 16.3, children, step-children, adopted children, parents, parents of spouse and stepparents, brother and sister, grandparents, grandchildren), or a civil union partner's immediate family, an employee shall be granted up to three (3) days without loss of pay, as funeral leave. Employees shall be granted one (1) day without loss of pay in the case of other relatives. This leave can be extended on a day-to-day basis at the discretion of the Village. Days taken as funeral leave shall not be deducted from sick leave.

Section 17.5 Line of Duty Injury

The Village and the Metropolitan Alliance of Police agree to comply with the terms of the Public Employee Disability Act, 5 ILCS 345/0.01 et seq., as amended from time to time.

Section 17.6 Family Medical Leave Act

The Village and the Metropolitan Alliance of Police agree to comply with the provisions of the Family and Medical Leave Act. The Village policy on Family and Medical Leave contained in the Personnel Manual is incorporated by reference into this Agreement.

Notwithstanding the above, officers may use up to four (4) weeks of paid sick leave from their accrued sick leave bank for the purpose of paternity leave after the birth or placement of a child.

Section 17.7 Jury Duty

Any employee covered by this Agreement who is called for or selected to serve on a jury trial shall receive their usual rate of pay for every scheduled day of work missed because of jury duty, provided they turn the stipend received for jury duty on these days over to the Village.

Leave for jury duty will not be charged against the employee's annual leave or sick leave and all benefits will continue to accumulate during each day of jury duty leave.

Section 17.8 Court Attendance

Employees may be granted leave, with pay, for attending court as a subpoenaed witness, except in cases involving a criminal act by the employee or a civil case initiated by the employee. Employees subpoenaed to appear in court shall be paid in full but will turn into the Village the amount paid to the employee as a witness fee.

Section 17.9 Family Bereavement Leave

_____The Village and the Metropolitan Alliance of Police agree to comply with the provisions of the Family Bereavement Act. The Village policy on Family Bereavement Leave contained in the Personnel Manual is incorporated into this Agreement.

Section 17.10 Employee Blood Donation Leave

_____The Village and the Metropolitan Alliance of Police agree to comply with the provisions of the Employee Blood Donation Leave Act. The Village policy on Employee Blood Donation Leave contained in the Personnel Manual is incorporated into this Agreement.

ARTICLE XVIII GENERAL PROVISIONS

Section 18.1 Replacement of Property

The employer agrees to repair or replace as necessary an officers eye glasses, contact lenses, and prescription sun glasses, up to a maximum cost of \$250.00, if such are damaged or broken, if during the course of the employee's duties the employee is required to exert physical force or is attacked by another person. Incident to be documented with immediate supervisor.

Section 18.2 Inoculation

The Employer agrees to pay full expenses for inoculation or immunization shots for the employee and for members of an employee's household when such becomes necessary as a result of said employee's exposure to contagious diseases where said officer has been exposed to said disease in the line of duty.

Section 18.3 Line of Duty Death

The Employer agrees to defray up to a maximum of \$7000.00 for funeral and burial expense of any officer of the Police Department killed in the line of duty.

Section 18.4 Disabling Safety Defects

No employee shall be required to use any equipment that has been designated by both the Village and the Union as being defective unless the defective condition has been corrected.

Section 18.5 Power Test

The current Illinois State Police Standard Power Test shall be offered to all employees at least one time in each twelve (12) month period. The four (4) parts to this test are, sit-ups, bench press, bend and reach, and one and one half (1-1/2) mile run or a recognized alternative aerobic test. The employee shall receive eight (8) hours of compensatory time for a passing score in all the events. The total maximum time given shall be twelve (12) hours, four hours for test taking and eight hours for passing the Power Test. No compensation shall be given for the time used to take these tests.

Section 18.6 Drug Testing

The Village shall maintain a program of drug and alcohol testing. This program includes a random semi-annual testing component. Employees shall not be subject to random testing more frequently than once per calendar year. An established third party administrator will administer the testing. The third party administrator will be responsible for selecting the employees to be randomly tested. The Village shall at all times adhere to IDOT testing procedures. Prior to the drug-testing program being implemented, the Village and the Union will mutually agree upon a drug testing policy and procedure, which will be documented and circulated as a general order. The Employer may not take adverse employment action against an employee based solely on the lawful possession or consumption of cannabis, or cannabis infused substances, by people residing in the employee's household other than the employee.

ARTICLE XIX CLOTHING ALLOWANCE & BODY ARMOR

Upon initial hire, employees covered by this Agreement shall be provided at the Village's expense with an initial issue of uniforms and equipment. Each year after, the employee shall receive eight hundred (\$800) dollars to spend on approved uniforms and equipment. Officers assigned to the role of Investigator will be allowed to purchase \$350.00 in civilian clothing appropriate and necessary for the professional performance of their duties. Purchases will be reimbursed after presentation of receipts. The Village will provide body armor for all Patrol Officers. Once armor is put into service, they will be replaced as per the recommendation of the manufacturer.

ARTICLE XX EDUCATION AND TRAVEL

Section 20.1 Schools, Seminars and Conferences

Registration fees for attendance at any school, seminar, or conference, where the employee's attendance is required by the Village, shall be paid by the Village.

Section 20.2 Tuition Reimbursement Program

The Village will reimburse tuition, registration, books, lab fees and parking fees for approved courses or degree programs at colleges and universities under the following conditions:

- A) The individual course or degree related course of study is job-related to the employee's present or future job responsibilities as determined by the Village Manager upon the recommendation of the Chief.
- B) The Police Chief recommends that the employee take the course and the employee receives written approval from the Village Manager prior to the course beginning.
- C) The employee achieves a grade of "C" or better.
- D) Employees who anticipate requesting reimbursement should do so by December 31 of the year preceding the fiscal year in which they will request such reimbursement.
- E) Reimbursement per employee shall not exceed \$1500.00 per fiscal year.

Reimbursement shall be subject to the availability of funds budgeted for such purpose.

- G) The maximum amount of educational reimbursement provided pursuant to Paragraph (E) of this Section shall be increased in an amount equal to any increase in the educational reimbursement for other Village employees as provided for in the Village personnel manual.

Section 20.3 Travel Expense Reimbursement

All efforts shall be made to keep expenses to a minimum. The Police Chief will review and pre-approve expenses prior to a business related trip. The following expenses for approved travel shall be reimbursed for actual costs when accompanied by receipts or other documentation as required and appropriate:

- 1) Direct travel including air, bus, train and taxi fares, parking, tolls, and other reasonable expenses.
- 2) Direct travel by personal vehicle at the established rate per mile; or at an amount equal to the available common carrier fare, whichever is less, if approved by the Police Chief or Village Manager
- 3) Overnight lodging.
- 4) Meals and tips.

- 5) Other reasonable and related expenses.
- 6) A travel reimbursement request must be completed within ten (10) days after returning from a trip for an amount due the employee.

Meal reimbursement for training classes shall be up to the appropriate amount for that meal, as determined and listed by the United General Services Administration on an annual basis for that zip code, when receipts are provided. The Village will provide employees with that amount when requested. Up-to-date information on the meal allowance on a daily basis or by meal can also be found at www.gsa.gov/fmie.

Employees who attend training that requires, travel and an overnight stay, will have the option to get meals reimbursed on a per meal basis as described above (with appropriate receipts), or on a per day basis for each full day of training required (with appropriate receipts).

Section 20.4 Use of Personal Vehicle for Official Business

Employees required by the Village to use their personal vehicle for official business shall be compensated at the current IRS per mile rate and reimbursed for such use on a monthly basis. Said reimbursement shall not include miles attributable to the employee's normal work commute.

ARTICLE XXI HEALTH AND LIFE INSURANCE

Section 21.1 Life Insurance

The Village shall provide term life insurance as per the terms of the Village's health insurance plan in effect from time to time during the term of this Agreement, so long as the minimum amount of insurance is equal to one and one half times (1.5 times) the employee's yearly salary, to a maximum benefit amount of one hundred fifty thousand dollars (\$150,000.00).

Section 21.2 Group Insurance Coverage

The Village will make available health, dental, and vision insurance for employees covered by this Agreement. The extent of coverage and benefits under the insurance policy shall be governed by the terms and conditions set forth in said policy. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy.

Section 21.3 Cost

The Union agrees to contribute towards the cost of Village provided health and dental insurance based on the monthly contribution tables set forth in this section. The Village reserves the right to institute cost containment measures relative to insurance

coverage. The Village further retains the right to select and change insurance carriers for employee insurance, to self-insure, to participate in an HMO or PPO, or otherwise provide for coverage, as it deems appropriate as long as benefits remain relatively similar to those in effect on the effective date of this Agreement. The Village shall make a Section 125 Cafeteria Plan available to employees. The funding for any such plan shall come from existing employee compensation with no additional contributions by the Village.

Health Insurance: Employee Percentage Contribution

Single	Single + 1	Family
12%	17%	17%

Dental Insurance: Employee Percentage Contribution

Single	Single + 1	Family
	Not Apply	
10%		15%

Section 21.4 Workers Compensation

The Village agrees to comply with the Illinois Workers' Compensation Act.

**ARTICLE XXII
DEFERRED COMPENSATION**

The Village shall provide the opportunity for employees covered by this Agreement to participate in the deferred compensation plans as may be provided by the Village.

**ARTICLE XXIII
WAGES**

Section 23.1 Wages

	<u>2025</u>	<u>2026</u>	<u>2027</u>
	<u>3.50%</u>	<u>3.50%</u>	<u>3.50%</u>
<u>Step 1</u>	<u>\$83,692</u>	<u>\$86,621</u>	<u>\$89,653</u>
<u>Step 2</u>	<u>\$86,908</u>	<u>\$89,950</u>	<u>\$93,099</u>

<u>Step 3</u>	<u>\$90,165</u>	<u>\$93,320</u>	<u>\$96,587</u>
<u>Step 4</u>	<u>\$93,546</u>	<u>\$96,820</u>	<u>\$100,209</u>
<u>Step 5</u>	<u>\$98,959</u>	<u>\$102,423</u>	<u>\$106,007</u>
<u>Step 6</u>	<u>\$106,742</u>	<u>\$110,478</u>	<u>\$114,345</u>
<u>Step 7</u>	<u>\$113,884</u>	<u>\$117,870</u>	<u>\$121,995</u>

Section 23.2 Longevity:

Longevity: \$1,000 after 7 years
 \$1,500 after 15 years
 \$2,250 after 20 years

Longevity shall be included in annual salary for eligible officers. Each officer shall be evaluated on his/her performance over the past calendar year. Officers failing to meet average performance expectations will be subject to additional training, counseling, or disciplinary actions. Evaluations shall occur on or after January 1 of each year.

Section 23.3 Specialty Pay

Field Training Officer: When an officer is assigned to train a new recruit in the field training program, they will receive one and one-half (1 ½) hour of overtime pay at the applicable overtime rate for every twelve (12) hours of time assigned to training.

Officer in Charge: Employees assigned to be Officer in Charge, and who perform as the Officer in Charge shall receive an additional \$3.75 per hour for such hour(s) worked as Officer in Charge.

If no Sergeant is on-duty, the Chief of Police shall assign a patrol officer to serve as Officer in Charge. In the event that there is no Sergeant on duty and the Chief of Police does not make such an assignment, the most senior officer then working on the shift shall serve as Officer in Charge.

Detective: The employee assigned to work as a Detective will be paid an additional \$50 per pay period.

Multi-Lingual: Officers certified as being multi-lingual in Spanish or Polish by Language Testing International shall receive an annual stipend of \$650, paid on the first check in January for each month the previous year in which the certification was obtained. The Village shall reimburse one (1) officer who obtains this certification for the actual cost of the certification, but not for any other cost and specifically not for any time spent

preparing for or obtaining the certification, taking classes to get the certification, travel time, or any study or other materials of any kind.

ARTICLE XXIV OFFICER INVOLVED SHOOTING

The Village and the Union agree this Article constitutes the exclusive "written policy regarding drug and alcohol testing following an officer-involved shooting", in accordance with 50 ILCS 727/ 1- 25.

The term "involved in", with respect to an officer involved shooting incident, shall mean any police officer who discharged a firearm while on duty. If multiple police officers discharged their firearms (while on duty), then all on-duty police officers who discharged their firearms shall be required to submit to drug and alcohol testing under this Section.

The Village and Union agree the term "involved in" an officer involved shooting incident does not include police officers who did not discharge their weapon, even if they were providing other forms of support and assistance during the call.

Any police officer who is involved in an officer involved shooting, shall submit to drug and alcohol testing, so long as such testing is required by 50 ILCS 727/ 1- 25. Testing under this policy shall occur as soon as practicable after the on-duty officer involved shooting, but no later than the end of the officer's shift or tour of duty.

Testing under this Article shall be done by urinalysis only, unless a search warrant has been issued. Blood tests may be performed, but only upon the issuance of a search warrant.

The Village and Union agree that any drug or alcohol test required pursuant to this Article shall be considered a compelled, non-voluntary drug or alcohol test, under threat of disciplinary action. Officers who refuse a direct order to comply with testing under this Section may be subject to disciplinary action, up to and including termination of employment. Unless compelled by law, any specimen(s) collected, or results of testing, will not be disclosed to any outside agency, entity, or person except for disciplinary purposes (with timely notification provided to the employee and union of such a disclosure). However, upon request, the Union and/or employee will be provided with a copy of any test results.

Any police officer who is involved in an officer involved shooting shall be asked the following questions by a supervisor:

Public Safety Questions on the Scene of a Deadly Force Incident: Officer, we are required by policy to complete a public safety statement. Due to the immediate need to take action, you do not have the right to wait for legal or union representation before answering these limited questions.

1. Are you injured?

2. If you know of anyone who was injured, what is his or her location?
3. In what direction did you fire your weapon/s?
4. If any suspects are at large, what are their descriptions?
5. What was their direction of travel?
6. How long ago did the suspect/s flee?
7. For what crimes are they wanted for?
8. With what weapons are they armed?
9. Does any evidence need to be preserved?
10. Where is the evidence located?
11. Did you observe any witnesses?
12. Where are the witnesses?

Officer, in order to preserve the integrity of your statement, I order you not to discuss this incident with anyone, including other supervisors or staff. You are directed to speak to your legal representative prior to making any further statements regarding this incident.

ARTICLE XXV 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, amended (5 ILCS 3 15114, as it exists from time to time).

ARTICLE XXVI SAVING 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 by the Board, Agency or Court decision; and upon issuance of such a decision the Village and the Metropolitan Alliance of Police agree immediately to begin negotiations on a substitute for the invalidated Article, Section or portion thereof. If any provision of this Agreement or its application is held contrary to law, the remainder of this Agreement shall not be affected thereby. If the parties are unable to reach agreement, the impasse procedures of the Illinois Public Labor Relations Act shall be used.

ARTICLE XXVII ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between parties and concludes collective bargaining between the parties.

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 the law from the area of collective

bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE XXVIII CONTINUING EFFECT

This Agreement shall be effective retro-actively from January 1, 2025 except as otherwise indicated, and shall remain in effect until December 31st, 2027. Retroactive pay from January 1, 2025, to the date this Agreement is ratified by authorized representatives of both Parties shall be paid to members employed by the Village on the date this Agreement is ratified and to members who retired or who went out on a disability pension between January 1, 2025 and the date of ratification.

It shall continue in effect from year to year thereafter unless a notice of demand to bargain is given in writing by certified mail by either party no earlier than one hundred twenty (120) days preceding expiration. The notice referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the notice the date of notice shall be the date of receipt.

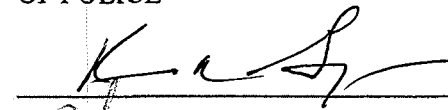

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse procedures are continuing for a new agreement between the parties.

In Witness Whereof, the parties hereto have affixed their signatures below:

VILLAGE OF CLARENDON HILLS


Eric Tech, Village President

METROPOLITAN ALLIANCE
OF POLICE



MAP Chapter #108 President
