

VILLAGE OF SOUTH BARRINGTON

RESOLUTION NO. R-2024- 2279

**A RESOLUTION AUTHORIZING APPROVAL OF
A FINAL SIGNED COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE VILLAGE OF SOUTH BARRINGTON AND
METROPOLITAN ALLIANCE OF POLICE
SOUTH BARRINGTON POLICE CHAPTER #180
(May 1, 2022– April 30, 2026)**

WHEREAS, full-time patrol officers of the South Barrington Police Department have been certified by the Illinois Labor Relations Board as a collective bargaining unit; and

WHEREAS, Village of South Barrington has been negotiating with the Metropolitan Alliance of Police South Barrington Police Chapter #180; and

WHEREAS, the Village and Union bargaining teams have reached an agreement regarding a Collective Bargaining Agreement and the Union has ratified said agreement, hereunto attached as “Exhibit A”.

NOW, THEREFORE, BE IT RESOLVED by the Village President and Board of Trustees of the Village of South Barrington, Cook County, Illinois, as follows:

SECTION 1: The Village Board approves the Collective Bargaining Agreement between the Village of South Barrington and Metropolitan Alliance of Police South Barrington Police Chapter #180, hereunto attached as “Exhibit”, and the Village President and Village Clerk are authorized to sign said agreement on behalf of the Village.

SECTION 2: The Village staff is authorized to take the necessary steps to implement the Collective Bargaining Agreement with out further action of the Village Board

SECTION 3: This Resolution shall be in full force and effect from and after its passage and approval as required by law.

R-2024- 2279

VILLAGE OF SOUTH BARRINGTON


PASSED: This 9th day of May, 2024

APPROVED: This 9th day of May, 2024

ATTEST:


Daniel Zierk, Village Clerk

APPROVED:


Paula McCombie, Village President

AYES: 4 NAYS: 0 ABSTAIN: 0 ABSENT: 3

R-2024-2279

VILLAGE OF SOUTH BARRINGTON

Exhibit A

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE VILLAGE OF SOUTH BARRINGTON
AND
METROPOLITAN ALLIANCE OF POLICE
SOUTH BARRINGTON POLICE CHAPTER #180**

Collective Bargaining Agreement

Between

The Village of South Barrington

And

Metropolitan Alliance of Police

South Barrington Police Chapter # 180

Expiring April 30, 2026

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PREAMBLE

This Agreement is made and entered into by and between the VILLAGE OF SOUTH BARRINGTON (hereinafter referred to as the "Village" or the "Employer") and the METROPOLITAN ALLIANCE OF POLICE, SOUTH BARRINGTON CHAPTER 180 (hereinafter collectively referred to as the "Union").

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Union representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Union to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employees' wages, hours and working conditions.

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

ARTICLE I RECOGNITION

Section 1.1 Recognition of the Bargaining Agent

The Village recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining on any and all matters relating to wages, hours and all other terms and conditions of employment of all police officers in the bargaining unit. The bargaining unit shall include: all full-time sworn police officers, including probationary officers, below the rank of sergeant.

Positions EXCLUDED from the above-described bargaining unit shall include: all full-time sworn police officers in the rank of sergeant and above, including the Chief of Police; all part-time police officers, auxiliary police officers, special police officers, clerks, dispatchers/ telecommunicators and other civilian employees, all non-sworn personnel, and all managerial, supervisory and confidential employees, as defined by the Illinois Public Labor Relations Act, as amended.

Section 1.2 Part-Time Police Officers

The Village may continue its current practice of employing and utilizing part-time police officers to perform their historic functions, and shall be entitled to establish rates of pay, benefits, hours of work, schedules and other terms and conditions of employment for such part-time police officers at the Village's sole discretion.

Section 1.3 Definitions

For the purposes of this contract the following words are defined:

“Day” include Saturdays, Sundays and holidays unless specifically excluded.

“Fiscal Year” is May 1st of each year until April 30th of the following year.

Pronouns "he, him, and his" shall refer to both males and females equally.

The term "police officer" as used in this Agreement shall refer to full-time sworn police officers who are members of the bargaining unit, unless the context in which such term is used requires otherwise.

“Start Date” is the first day that a police officer works as a full-time sworn police officer.

“Anniversary Date” is the annual anniversary of a police officer’s “start date.”

“Week” is a seven (7) day period usually beginning on Sunday and ending on Saturday.

Words shall have their common definition unless specifically defined otherwise.

ARTICLE II MANAGEMENT RIGHTS

Section 2.1 Management Rights

Except as specifically limited by the express provisions of this Agreement, the Village retains all legal rights to manage and direct the affairs of the Village in all its various aspects, and to manage and direct its police officers, including but not limited to the following: to hire, demote, suspend or discharge police officers; to plan, direct, control and determine the budget and all the operations, services, policies, practices and missions of the Village; to supervise and direct the working forces; to establish the qualifications for and to employ police officers; to deploy police officers both internally and externally to other police-related assignments; to schedule and assign work; to maintain a capable and efficient police force; to establish and eliminate specialty positions and to select personnel to fill them; to transfer and reassign police officers; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to purchase goods and contract out services; to determine the methods, means, organization and number of personnel by which departmental operations and services shall be made or performed; to make, alter and enforce rules, regulations, orders, policies and procedures; to evaluate, promote or demote and to establish the standards for such promotions; to establish performance standards for police officers; to discipline, suspend and/or discharge non-probationary police officers for just cause; to discharge probationary police officers; to change or eliminate existing methods, practices, equipment or facilities or introduce new ones; to determine fitness and training needs and to assign police officers to training; to determine work hours (shift hours) and to change them from time to time; to determine and implement internal investigation procedures; to take any and all actions necessary to carry out the mission of the Village and the Police Department.

In the event of a civil emergency, which may include but are not limited to, riots, civil disorders, tornado conditions, floods or other catastrophes, as may be declared by the Village President or Chief of Police, or their authorized designees, the provisions of this Agreement, other than compensation provisions, may be suspended by the Chief of Police, if necessary, provided that all provisions of this Agreement shall be immediately reinstated once the civil emergency condition ceases to exist.

ARTICLE III UNION SECURITY

Section 3.1 Dues Deductions

Upon receipt of proper written authorization from a police officer, the Employer shall deduct 1/24th of each year's Union dues in the amount certified by the Treasurer of the Union from the first and second paychecks issued each month to such police officer covered by this Agreement. Such money shall be submitted to the Metropolitan Alliance of Police within fifteen (15) days after the deductions have been made. The Union shall advise the Employer of any increase in dues in writing, at least twenty-one (21) days prior to its effective date. A copy of the authorization form is attached hereto.

Section 3.2 Indemnification

The Metropolitan Alliance of Police shall indemnify, defend, save and hold harmless the Village, its elected representatives, officers, administrators, agents and officers from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise, including attorney's fees and costs) that arise out of or by reason of any action taken or not taken by the Village for the purpose of complying with the provisions of this Article, or in reliance on any written check off authorization furnished under any of such provisions, provided that the Village does not initiate or prosecute such action.

Section 3.3 Bulletin Board

The Village will make bulletin board space available in or proximate to the squad room for posting of Union notices. The Union shall limit its posting of notices and other materials to such bulletin board. The Union shall not use the bulletin board space for posting abusive or inflammatory or partisan political material. The size of the bulletin board shall not exceed eighteen (18) inches by twenty-four (24) inches.

Section 3.4 Union Business

Union officers holding the positions of President, Vice President, Secretary, and Sergeant at Arms may conduct Union business while on approved meal and work breaks as defined by this Agreement. No police officer may conduct or engage in Union business while on duty, unless on an approved meal or work break, as defined by this Agreement.

Section 3.5 Union Representatives

The Union shall provide to the Village, and keep current a written list of any designated official employee representatives who are authorized to deal with the Village on behalf of the bargaining unit.

Section 3.6 Fair Share

In light of *Janus v. AFSCME*, fair share fees are no longer collected. So long as *Janus* remains binding authority, fair share fees will not be collected. However, should *Janus* be overruled, the parties will meet and bargain over the means and manner by which fair share fees will be collected.

ARTICLE IV
NO STRIKE, NO LOCKOUT

Section 4.1 No Strike

Neither the Union nor any officers, agents or employees of the Union will call, initiate, institute, authorize, instigate, promote, sponsor, engage in, participate in or condone any strike, sympathy strike, secondary boycott, slowdown, speed-up, sit down, concerted stoppage of work, concerted refusal to work overtime, concerted, abnormal or unapproved enforcement procedures or policies, work-to-the-rule situation, mass resignations, mass absenteeism, organized interference, secondary boycott, 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. No bargaining unit member shall refuse to cross any picket line, by whomever established. Any police officer who violates the provisions of any rules, orders or regulations of the Police Department prohibiting such activities shall be subject to discipline, to be imposed by the Police Chief or Police Commission. Each police officer that holds the position of officer or steward of the Union 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 any action prohibited by this Section of this Article, the officers and agents of the Union shall disavow such action and shall publicly and privately demand that employees return to work, and shall use their best efforts to achieve a prompt resumption of normal operations.

Section 4.2 No Lockout

The Village will not lockout any police officers during the term of this Agreement as a result of a labor dispute with the Union. A "lockout" shall refer to a refusal by the Village to allow police officers to work in order to obtain a concession with regard to rates of pay, hours of work and other conditions of employment. This term does not apply to a reduction in force, curtailment of operations or disciplinary action involving termination or suspension.

ARTICLE V
SENIORITY, LAYOFF AND RECALL

Section 5.1 Layoff and Recall

All layoffs will be determined on a seniority basis. Those police officers with the lowest amount of seniority may be temporarily laid-off in the event that the Employer deems it necessary. When the force of the Police Department is reduced, the police officer or member reduced in rank or removed from service of the Police Department shall have rights of reinstatement as provided for in the Illinois Revised Statutes. Upon determination that a vacancy exists and there are police officers that have been furloughed due to a reduction-in-force, the police officers on furlough shall be recalled to fill such position and seniority will prevail in determining which furloughed police officer shall have the right to be re-employed if the Police Officer is otherwise qualified.

Section 5.2 Definition of Seniority

Seniority shall be determined as the police officer's continuous length of service as a police officer in the Department from the date of last hire as a full-time police officer. Time spent in the armed forces, on military leaves of absence, and authorized leaves not to exceed one year, and time lost due to duty related disability shall be included. In cases of employees hired on the same date, seniority shall be determined by time spent in part-time Village service. If the prior service is equal, then the final scores from the eligibility list from which such employees were hired.

Section 5.3 Seniority Lists

A current up to date seniority list showing the names and length of service of each police officer is attached as Appendix B. An updated seniority list shall be posted as necessary due to a new hire, retirement, resignation, etc. .

Section 5.4 Purpose of Seniority

Police officers shall be allowed preference according to seniority on all sections of this Agreement which specifically designate seniority as the determining factor.

Section 5.5 Termination of Seniority

A police officer shall not accumulate seniority rights upon separation from the services due to dismissal, suspension time in excess of 15 continuous days, layoff or retirement. Full seniority rights shall be reinstated under the following conditions:

1. A police officer retires due to disability and is later certified by the Police Pension Board to be capable of resuming his duties and is returned to work by the Chief of Police.
2. A police officer is dismissed and later reinstated by a court of competent jurisdiction.
3. A police officer is separated due to layoff or reduction-in-force and is later reinstated under the conditions provided for in the Illinois State Statutes.

ARTICLE VI GRIEVANCE PROCEDURE

Section 6.1 Definition of Grievance

A grievance is defined as a complaint arising under and during the term of this Agreement raised by a police officer or the Union involving an alleged violation, misinterpretation or misapplication of an express provision of this Agreement. Grievances regarding terminations of covered employees shall be deemed to have been filed directly at the arbitration step of the grievance procedure (Step 4).

Section 6.2 Grievance Procedure

Recognizing that grievances should be raised and settled promptly, a grievance must be raised by the affected police officer and/or a Union Officer within seven (7) calendar days after the occurrence of the event giving rise to the grievance, or within seven (7) calendar days after the date when the police officer or the Union Officer should, using reasonable diligence, have become aware of the event giving rise to the grievance, in accord with the following procedure:

Step One: Sergeant/Supervisor

The police officer shall give written notification of his grievance to his non-bargaining unit supervisor. Such notification shall specifically state that the matter is a grievance under this Agreement and shall include a description of the event giving rise to the grievance, the date of the event, and the specific provision of the Agreement alleged to have been violated and the relief requested. Because the parties recognize that a police officer may have difficulty contacting his superior officer, it is agreed that the grievant may submit written notification of the grievance to any superior officer. The notification will be deemed received for purposes of the grievance procedure when stamped and received by the superior officer. The superior officer shall answer the grievance in writing within seven (7) calendar days.

Step Two: Appeal to Chief

If the grievance is not settled in Step One, or if a timely answer is not given, the police officer may, within Seven (7) calendar days following the superior officer's answer or expiration of the time limit set forth in Step One, file with the Chief of Police a written appeal signed by the police officer. The written appeal shall include a description of the event giving rise to the grievance, the date of the event, and the provision of the Agreement alleged to have been violated and the basis upon which the grievant believes the grievance was improperly denied at the previous step. The police officer and a representative of the Union (if requested by the police officer) may meet with the Chief to discuss the grievance at a mutually agreeable time. If no agreement is reached in such discussion, the Chief or his designee shall give a written answer within seven (7) calendar days of the date of the discussion.

Step Three: Appeal to the Village President

If the grievance is not settled in Step Two, or if a timely answer is not given, the police officer may, within seven (7) calendar days of the date he receives an answer from the Chief, file with the Village President a written appeal signed by the police officer. The police officer and a representative of the Union (if requested by police officer) will meet with the Village President or his designee to discuss the grievance at a mutually agreeable time. If no agreement is reached in such discussion, the Village

President or his designee will give his answer in writing within seven (7) calendar days of the date of the discussion.

Step Four: Arbitration

If the grievance is not settled in accordance with the foregoing procedure or if a timely answer is not given, the Union may refer the grievance to arbitration by giving written notice to the Village President within fourteen (14) calendar days after receipt of the Village President's answer in Step Three.

If the parties are unable to agree upon an arbitrator within fourteen (14) calendar days after the Village receives the notice of referral, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators, all of whom shall be members in good standing of the National Academy of Arbitrators, and all of whom shall maintain business offices in the State of Illinois. Upon receipt of the panel, the Union and the Village will determine by coin toss who is to strike first. The Union and Village shall then alternate striking a name, and the person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one panel of arbitrators in its entirety and request that a new panel be submitted.

The arbitrator shall be notified of his selection and shall be asked to set a time and a place for the hearing, subject to the availability of Village and Union representatives. Upon the request of either party, the arbitrator shall have the power to require the presence of a reasonable number of witnesses or documents.

The arbitrator shall have no power, in his decision or award, to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement. The arbitrator shall consider and decide only the specific issue submitted to him as raised and presented in writing at Step One and shall have no authority to make his decision on any issue not so submitted. His decision shall be based solely upon an interpretation of the meaning or application of this Agreement to the facts of the grievance presented. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing. The arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. In the event the arbitrator finds a violation of the Agreement, he shall determine an appropriate remedy. However, the arbitrator shall have no authority to make any decision or award that is in any way contrary to or inconsistent with the applicable laws or rules and regulations of administrative bodies that have the force and effect of law. Nor shall the arbitrator have any authority to limit or interfere with the powers, duties and responsibilities of the Village or its Board of Police Commissioners under applicable statutory and case law.

Any decision or award of the arbitrator rendered consistent with this Article shall be final and binding on the parties. The costs of the arbitration, including the fee and expenses of the arbitrator and the cost of the court reporter and a written transcript, if any, shall be divided equally between the Village and the Union. Each party shall be responsible for compensating its own representatives and witnesses.

Section 6.3 Time Limits

No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 6.2. If a grievance is not presented by the police officer or the Union within the time limits set above, it shall be considered waived and may not be further pursued by the police officer or the Union. If a grievance is not appealed within the time limits for appeal set forth above, it shall be deemed settled on the basis of the last answer of the Village and shall not be subject to further appeal. If the Village fails to provide an answer within the time limits so provided, the grievance shall be deemed denied and the Union may immediately appeal to the next step.

Section 6.4 Investigation and Discussion

All grievance discussions and investigations shall take place in a manner that does not interfere with Village operations and no such discussions or investigations shall take place while any police officer so involved in such discussion or investigation is on duty, unless such police officer receives permission from his supervisor, or unless such police officer is on an approved break. No time spent on grievances or other Union related matters by police officers shall be considered time worked for compensation purposes unless the Police Chief provides written authorization to the contrary.

ARTICLE VII HOURS OF WORK AND OVERTIME

Section 7.1 Purpose

This Article defines the normal hours of work, and establishes the basis for the calculation of overtime. It is not, however, a guarantee of hours of work per day, work period, month or year. It is not intended to establish a right to compensation in any form for time not worked except as specifically provided for in this Article.

Section 7.2 Shift Schedule

The Police Chief shall endeavor to provide all police officers covered by this Agreement with a tentative written work schedule at least thirty (30) days prior to its effective date. The normal shift schedule shall be based upon a twenty-eight (28) day departmental work cycle.

Section 7.3 Shift Selection and Assignment

The Village will offer the same number of permanent daytime shifts as the number of officers who choose to work permanent night shifts; all other shift assignments shall rotate periodically. For purposes of this Agreement, the term "shift assignment" shall mean both "team" and "time" of assignment. Patrol personnel will submit their shift assignments preference for the following year in writing to the Chief of Police or his designee by September 1st of the year preceding the year in which such assignments are to be effective. The Chief of Police or his designee shall, on or before November 15th, post the shift assignments for the upcoming calendar year. In making shift assignments, the Chief of Police or his designee shall consider all such requests for preference, and shall give consideration to the relative seniority of the officers making such requests for the same shift. The Chief of Police or his designee shall retain the right to make final decisions on shift assignments, provided that shift assignments shall not be made for arbitrary, capricious or discriminatory reasons.

Once shift assignments are made for any given year, the Chief of Police or his designee shall have the right to transfer officers to shifts other than the shifts to which they were originally assigned for reasons having to do with the operational needs of the Department, such as the need for qualified patrol officers to fill other assignments (*i.e.* investigations) seniority imbalances among shifts, or the need for closer supervision of patrol officers who have experienced performance problems. In the event that the transfer is for reasons of seniority imbalances, the Union will be consulted and an effort will be made to amicably resolve shift transfers, but the Chief shall have the final decision and may implement such decision before or after such consultation. A patrol officer shall be given as much advance notice as practicable before being transferred.

Patrol Officers may exchange shifts with an officer from another team with approval of the Chief of Police or his designee. Such requests must be submitted in writing and signed by both affected employees as well as their immediate supervisor.

Section 7.4 Normal Work Schedule

The Village shall establish the days, work hours and work schedules for employees, which may be changed from time to time by the Village based upon operational needs of the Police Department. At present, the normal workdays for police officers shall consist of either eight (8) hours or twelve (12) hours, according to the police officer's assignment. Normal work schedule does not include travel time to and from the site of the officer's assignment. The normal work schedule and length of work days may be changed by the Village upon thirty (30) days notice to the police officers affected by such change, except that in emergency conditions, no such advance notice shall be required. In the event that the shifts for a Division of the Police Department are changed, police officers affected by the change will have the ability to request assignment to the newly created shifts, in a manner similar to the process established in Section 7.3 of this contract.

Police officers covered by this Agreement assigned to twelve (12) hour workdays shall work seven (7) days every pay period, and shall have Friday, Saturday and Sunday as their scheduled days off on alternating weekends. Specific workdays shall be determined by the Department schedule.

Police officers covered by this agreement assigned to eight (8) hour workdays shall work ten (10) workdays every pay period. Specific workdays shall be determined by the Department schedule.

Police officers covered by this Agreement who are assigned to the position of detective shall work a modified schedule totaling 84 hours in a 14 day period. Scheduled hours to be determined by the Department.

Each pay period shall begin at the beginning of the first shift on a Sunday and run for fourteen (14) consecutive days thereafter. Paydays shall be on the second Friday after the close of the pay period.

Should a police officer's meal be interrupted based upon an emergency or other official assignment of work, that police officer shall be entitled to the remaining meal time at a later time during the shift.

Section 7.5 Overtime Pay

Time worked by any officer in excess of eighty-four (84) hours in any fourteen (14) day pay period, as established by the Department, shall be paid for at time and one-half the officer's regular straight time hourly rate. Overtime worked shall be calculated in fifteen (15) minute blocks, with seven (7) minutes being rounded down and eight (8) minutes being rounded up.

For purposes of overtime calculation, time worked shall mean and include all hours actually worked. Personal time and vacation time will be counted as hours worked. Compensatory time, sick leave or other paid leave not specified in this paragraph is not counted as hours worked when computing overtime. Notwithstanding the previous sentence, in the event of a callout, compensatory time previously scheduled prior to the callout shall not be excluded from hours worked when computing overtime.

Officers who work an assignment outside of their normal scheduled work hours, for which assignment the Village has received reimbursement from a third party at time and one-half rates, shall be

compensated at time and one-half their regular rate of pay for such hours, regardless of whether the officer worked in excess of eighty-four (84) hours in a fourteen (14) day pay period.

Section 7.6 Compensatory Time

At the police officers' discretion, a police officer may opt to earn compensatory time in lieu of payment for overtime. Said compensatory time shall be earned at one and one-half (1 ½) times the police officer's regular hourly rate of pay for each hour of overtime worked. Compensatory time shall be used at the police officer's discretion for paid time off at a later date with the approval of the Chief of Police or as a cash payment through the payroll system at the request of the police officer. Covered police officers may earn up to one hundred (100) hours of compensatory time each year. Unused compensatory time in excess of forty (40) hours will be paid to the police officer in the last paycheck in December. At no time may the amount of compensatory time in a police officer's compensatory time bank exceed one hundred (100) hours.

The parties hereto agree that in consideration for the granting of compensatory time off, that certain conditions under which an employee can use compensatory time shall apply. An employee with accrued compensatory time desiring to schedule compensatory time off shall submit a Paid Time Off request form at least forty-eight (48) hours prior to the beginning of the shift that he/she proposes to take off, provided that the Chief of Police or his designee can waive this advance notice requirement on a case-by-case basis. The parties agree that a request to use compensatory time shall be granted, so long as the minimum staffing level of the Department (as determined by the Employer) can be met, at the time that the request is made. However, the parties agree that if granting the request would result in a staffing level below such minimum staffing level, such request will be denied, except that a request made at least fourteen (14) days in advance of the day requested shall be granted, provided that only one officer shall be granted compensatory time per shift, compensatory time may not be taken for scheduled court time, and such request shall not be granted on any of the listed holidays if such request would result in a staffing level below such minimum staffing level. Upon denial of a request to use compensatory time, the Employer shall advise the employee of the next available date on which such request could be granted. Under such circumstances, the employee shall have the choice of accepting such alternative date, or withdrawing the request to use compensatory time.

Any and all disputes that may arise between the parties as to the administration of this section regarding the use of compensatory time shall be resolved through the grievance and arbitration procedure, Article VI of this Agreement, except that such grievance shall be filed at Step 2. The parties expressly agree and in reliance upon the Supreme Court's decision in *14 Penn Plaza LLC v. Pyett*, 129 S.Ct. 1456, 186 LRRM 2065 (2009), that such disputes shall include claims or allegations that any restrictions on the use of compensatory time available to employees from their compensatory time banks as established under this section do not comply with § 7(o)(5) of the FLSA, 29 USCA § 207. In the event that any such grievance is advanced to arbitration, the parties further stipulate and agree that the arbitrator's remedial authority shall be limited to making the grievant(s) whole by granting, consistent with applicable § 7(o) standards of the FLSA, the cash value of any time due in dispute based on the then applicable overtime rate and/or awarding additional compensatory time off, and shall have no authority to award any attorneys' fees or any penalties against the parties, except as limited by this provision.

Section 7.7 Overtime Scheduling

The Chief of Police or his designee shall have the right to require overtime work and officers may not refuse overtime assignments. Whenever practicable, overtime assignments will be scheduled on a voluntary basis, except for emergency situations or except where qualified volunteers are not readily available. Police officers accepting a voluntary overtime assignment must be available for the complete duration of such assignment or make arrangements with another officer to split the shift. The Village may continue its current practice of utilizing part-time police officers for any police assignments, except as modified hereinafter.

“Non-Scheduled Overtime” is defined as overtime that occurs with less than seventy-two (72) hours before the beginning of such overtime. Non-scheduled overtime can be offered to bargaining or non-bargaining unit employees, at the discretion of the Chief of Police or his designee.

“Scheduled overtime” is defined as overtime that is known at least seventy two (72) hours in advance of start of such overtime. Scheduled overtime shall be filled by posting a notice at least seventy-two (72) hours before the beginning of such overtime. The available scheduled overtime shall be offered to full-time members of the bargaining unit, before being offered to any non-bargaining unit members, in order of seniority. Overtime assignments that require special skill, ability, or experience are not offered on a seniority basis.

Prior to the last thirty-six (36) hours of such posting, bargaining unit members shall have the right to sign up for the offered overtime and the overtime shall be assigned on a seniority basis. Any available overtime that has not been assigned thirty-six (36) hours before the start of the overtime may be offered to any employee, including non-bargaining unit members, at the discretion of the Chief of Police or his designee.

If no police officer volunteers, and it is necessary to order a police officer to stay past his shift or report for duty early, then overtime will be ordered on the basis of reverse rotating seniority of those officers on the current shift or the oncoming shift, at the discretion of the supervisor. Additionally, officers who are assigned to MCAT shall not be subject to the reverse seniority rules as defined above when so assigned, but may volunteer for an overtime assignment, so long as the overtime assignment does not cause the MCAT officer to work an extraordinary number of consecutive hours.

Section 7.8 Court Time

A police officer that is required by the Village to be in court while scheduled to be off duty shall be compensated at the applicable hourly rate of pay for hours spent on court time, with a minimum of three (3) hours compensation, including travel time between the police station and court. Employees shall receive a minimum of three (3) hours credit for hours worked. If the officer works more than three (3) hours, the officer shall report in person such activity to the supervisor on the same date.

A police officer called to testify due to his official capacity and is compensated by the Village for his time, shall turn over to the Village any witness fees paid.

Section 7.9 Call-Out Pay

A "call out" is defined as an official assignment of work that does not continuously precede or follow a police officer's regularly scheduled working hours, including scheduled overtime. A "call-out" shall be compensated at the police officer's applicable hourly rate for all hours worked on call-out. A minimum of three (3) hours pay will be guaranteed for all "call-outs." A call-out assignment shall commence upon the officer reporting to the supervisor at the station or reporting to his assigned place of duty. In the event that a call-out assignment is cancelled before the officer reports for duty, the officer shall receive one (1) hour of pay. In the event the call-out assignment is cancelled prior to the officer reporting for duty, nothing shall prevent the Village from assigning the officer on call-out to perform other available police officer work for the Village. The officer shall be compensated at the police officer's applicable hourly rate for all hours worked, but no less than one (1) hour.

Section 7.10 Required Overtime

The Chief of Police or his designees shall have the right to require overtime work and police officers may not refuse such mandatory overtime.

Section 7.11 Extra Details

The employer agrees that when extra details are available, for example: Willow Creek and Goebberts, these extra details shall be offered to all full-time sworn officers who have completed their field training program and have requested to be considered for such assignments. The Village reserves the right to utilize part-time police or auxiliary officers for these extra details after such extra details have been posted for full time officers. Once the schedule for extra details is set, there should be no bumping of officers, either full-time, part-time or auxiliary. If a police officer is assigned to work such detail during his regular work schedule, such officer shall be paid his regularly hourly rate of pay. The parties agree that any police officer covered by this agreement who work these extra details outside of their regular work schedule will be paid with the Special Detail Rate specified in Appendix A. Officers shall receive two (2) hours of compensation if a detail is cancelled with less than two (2) hours' notice.

Section 7.12 Training Sessions

Officers assigned to shifts with a length greater than eight (8) hours and who are assigned to training shall be scheduled and compensated in the following manner:

One full day of training	12 hours.
Two consecutive full days of training	24 hours (12 hours for each day).
Three consecutive full days of training	32 hours (12 hours for the first two days and 8 hours for the third day).
Four consecutive full days of training	40 hours (12 hours for the first two days and 8 hours each for the third and fourth day).
Five or more consecutive full days of training	8 hours for each day.

Any training scheduled for six (6) hours or less or firearms qualification will be paid for time actually worked, subject to the minimum as set forth in “Section 7.9 Call-Out Pay” above. If such training is scheduled during an officer’s regular shift, the officer may be required to work the balance of the shift either before and/or after the training.

ARTICLE VIII VACATIONS

Section 8.1 Eligibility and Allowances

Police officers earn vacation as follows:

Length of Continuous Service	Weeks per Year	Hours per Year	Hours per Pay Period
0 – 5 years	2	80	3.077
Beginning 6 - 10 years	3	120	4.615
Beginning 11 - 20 years	4	160	6.154
Beginning 21 or more years	5	200	7.692

Police officers will be credited for the vacation hours earned in accordance with the above schedule for each period of employment or partial period of employment, based upon their number of years of service. Accrual rates will be adjusted each anniversary date based upon the number of years of service completed in the prior year.

Vacation hours that will be earned prior to the end of the calendar year shall be available on January 1st of that year. Police officers may schedule up to eighty (80) hours of unearned vacation in a calendar year so long as the time will be earned by December 31st of that year. Any vacation time taken, but not earned as of the time of separation shall be withheld from the final paycheck.

Section 8.2 Vacation Pay

The rate of vacation pay shall be the police officer's regular straight-time rate of pay in effect for the police officer's regular job classification on the payday immediately preceding the police officer's vacation.

Section 8.3 Vacation Scheduling

Police Officers may make their vacation request prior to December 1st for the entire following calendar year. Sergeants shall be included in each round of the scheduling process and shall have first choice prior to bargaining unit members in each round.

First Round: a vacation request may be made in a single one (1) or two (2) week increment only.

Second Round: a vacation request may be made for two (2) weeks from remaining available weeks in one (1) or two (2) week increments only, but selections of two (2) weeks do not have to be consecutive weeks.

Third Round: a vacation request may be made for any remaining vacation to which the individual is entitled.

During the rounds for vacation selection, two (2) or more members of the same team shall not be permitted to schedule vacation for the same date.

After each sergeant and police officer has had the opportunity to make his or her selection in a particular round, the process shall move to the next round. In the case of conflicting requests for vacation among bargaining unit members in any round, seniority shall prevail.

The Chief of Police may "block out" certain days or weeks due to the needs of Department scheduling. It is expressly agreed that the final right to designate a maximum number of police officers that may be on vacation at any time from any shift, regardless of rank, is exclusively reserved to the Chief of Police.

The annual vacation schedule shall be posted on or before January 15th of each year. Police officers with accrued vacation remaining may then submit requests for the use of any remaining vacation time that has not been assigned in the annual vacation schedule. Unless otherwise authorized by the Chief of Police, police officers shall utilize vacation in increments of not less than four (4) hours. Once a vacation schedule is established, no officer shall be 'bumped' as a result of another officer's subsequent request, regardless of seniority. This paragraph shall not preclude the Chief of Police from canceling vacations during an emergency.

Section 8.4 Vacation Carryover

The maximum number of vacation hours that may be carried over from December 31st to the next calendar year is one hundred (100) hours. If a police officer has requested vacation and is not able to take vacation due to work requirements to meet the Department's needs, the police officer will be compensated for accumulated vacation time in excess of the amount that may be carried over into the new year at the first regular payday of the next year. Except as provided above, unused vacation time will be forfeited.

ARTICLE IX HOLIDAYS

Section 9.1 Holidays

The following days are designated holidays:

New Year's Day	January 1 st
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Day after Thanksgiving
Christmas Eve Day	December 24 th
Christmas Day	December 25 th

Holidays shall be observed on the actual day of the holiday. If State or Federal law changes any of the dates for the above holidays, the new date will be observed in place of the date listed above.

Section 9.2 Holiday Bank

Police officers shall be credited with sixty-four (64) hours for designated holidays and thirty-two (32) hours for personal days for a ninety-six (96) hour Holiday Bank at the beginning of each fiscal year. Regular full-time employees hired during the fiscal year will be credited with a Holiday Bank on a pro-rated basis for the remainder of the fiscal year. Unless the police officer notifies the Village advance of the holiday that they wish to keep the holiday time in the Holiday Bank, eight (8) hours will be withdrawn from the Holiday Bank and paid as straight time pay to the police officer in the pay period in which the holiday occurs and shall not be considered time worked. If no time remains in the Holiday Bank, the police officer shall not be paid for the holiday.

If a police officer leaves employment with the Village prior to the last day of the fiscal year, the ninety-six (96) hours deposited into the Holiday Bank shall be prorated, and any amount of the Holiday Bank that has been used in excess of the prorated amount shall be returned to the Village in the form of a deduction from the employee's final paycheck.

Section 9.3 Holiday Pay

When required to work on a designated holiday, police officers shall be paid one and one-half (1 ½) times the police officer's regular straight time pay for all hours worked between the hours of 6:01 a.m. on the holiday to 6:00 a.m. on the day following the holiday. When a holiday occurs during a police officer's vacation period, the police officer may request to be paid straight time holiday pay that is equal to the number of hours in their normal workday. The holiday pay is in lieu of vacation pay for that day. Such hours will be deducted from the Holiday Bank.

Section 9.4 Use of Holiday Time

Holiday time may be used at the police officer's discretion for paid time off with the approval of the Chief of Police or his designee. Holiday time off must be scheduled in blocks of one (1) hour. time remaining in the Holiday Bank must be used prior to the end of the fiscal year and may not be carried into the next year. Up to thirty-six (36) hours of holidays each year may be cashed out at the officer's current rate of pay with such payment being made in the payroll that includes April 30th and shall not be considered time worked. Additional unused time in the Holiday Bank is lost at the end of the fiscal year.

ARTICLE X
INSURANCE

Section 10.1 Insurance

All covered police officers are eligible to participate in the Village's health, dental and life insurance programs effective the first day of the month following their employment on a full-time basis. The Village reserves the right to change insurance carriers, benefit levels, or to self-insure as it deems appropriate, as long as the new coverage and benefits for bargaining unit police officers are substantially similar to those which were in effect as of the effective date of this Agreement. If the insurance carrier discontinues certain benefit levels or coverages, the Village is not required to continue the benefit or coverage at the prior level, but shall obtain substantially similar coverage if it is available from that carrier.

Section 10.2 Police Officer Contribution for Insurance Benefits

Police officers shall contribute, on a bi-weekly basis (*i.e.*, only from the first two paychecks issued each month), deducted from their wages, the following percentages for health insurance contributions for-insurance coverage:

Health Coverage	Employee Contribution
<u>HMO Plans</u>	
Employee only	10% of HMO employee only premium (single premium).
Employee & Spouse	10% of HMO single premium plus 10% of additional premium cost.
Employee & Child(ren)	10% of HMO single premium plus 10% of additional premium cost.
Family	10% of HMO single premium plus 10% of additional premium cost.

Additional premium cost will be calculated by subtracting the single premium from the premium for the selected coverage.

<u>PPO Plans</u>	
Employee only	10% of PPO employee only premium (single premium).
Employee & Spouse	10% of PPO single premium plus 20% of additional premium cost.
Employee & Child(ren)	10% of PPO single premium plus 20% of additional premium cost.
Family	10% of PPO single premium plus 20% of additional premium cost.

Additional premium cost will be calculated by subtracting the single premium from the premium for the selected coverage.

Dental Coverage	Employee Contribution
All coverages	25% of premium for coverage selected

If the Village offers any additional insurance options to non-bargaining unit employees, the Village will offer the option to bargaining unit employees at the same terms as offered to other Village employees.

Vision Coverage
All coverages

Employee Contribution
100% of premium for coverage selected

The parties agree to reopen negotiations regarding this Article X, in the event that any changes are required by the Affordable Care Act.

Section 10.3 Life Insurance

The Village shall provide to all covered police officers life insurance in the amount of \$25,000.

Section 10.4 Dependent Health and Dental Coverage

The Village will make health and dental insurance available to the police officer's spouse and/or dependents in accordance with this Section. If a spouse or dependent is covered for health or dental insurance through the spouse's employer, the Village will not provide that insurance benefit to such spouse or dependent, except as provided for herein. Police officers applying for insurance coverage for a spouse or dependent shall certify annually during the open enrollment period that such spouse or dependent is not covered through insurance coverage offered by the spouse's employer and that the spouse is not eligible for such coverage through the spouse's employer. A police officer's spouse who is eligible for health or dental coverage through their own employer is expected to take such coverage through that employer. If such spouse obtains coverage for health or dental insurance through the Village under such circumstances, the police officer shall be required to pay an additional premium cost for such coverage of \$25 per pay period (*i.e.*, only for the first two paychecks issued each month). If the spouse loses eligibility for health or dental insurance through their employer, such spouse may enroll in the Village's insurance plan in accordance with the provisions of the insurance policy. In the event that the Village policy regarding employed spousal insurance coverage is amended for non-bargaining unit employees to allow employed spouses to be included in the Village's health insurance group, such benefit shall be immediately available to bargaining unit employees.

Section 10.5 Additional Insurance Benefits

Upon mutual agreement between the police officer and the Village, and in accordance with the terms and conditions of the insurance policy, the Village will continue health insurance coverage during any unpaid leave of absence in excess of thirty (30) days at the police officer's expense, except as provided for police officers on leave under the Family and Medical Leave Act (FMLA). COBRA continuation rights may apply in the event coverage is not extended through the Village.

Upon a police officer's separation from Village employment, at the police officer's option and expense, the police officer may elect to continue Village Health Insurance benefits to the extent provided under COBRA. Continuation rights are not available if a police officer is terminated for "gross misconduct". An administrative handling fee over and above the cost of the insurance premium

may be charged the police officer or their dependents that elect to exercise their COBRA continuation rights.

Section 10.6 Waiver of Health and/or Dental Insurance

A police officer eligible for health and dental coverage through the Village insurance may waive such coverage in accordance with this Section. Police officers who waive health and/or dental insurance coverage through the Village in accordance with this Section will receive a “waiver payment” as provided in this Section. Such payment shall be equal to fifty (50%) percent of the HMO single premium and/or fifty (50%) percent of the single dental premium, depending upon the coverage waived. Waiver of health and/or dental coverage shall be made annually during the open enrollment period and shall be effective beginning with the renewal date of the insurance coverage and shall remain in effect until the next renewal date. Prior to making a waiver of health insurance, the police officer must show proof of health insurance coverage from another source. Dental insurance may be waived without proof of other dental insurance coverage. The “waiver payment” will be made by separate check after the close of the insurance year during which such coverage has been waived unless the police officer has requested that the payment be made on the first two bi-weekly paychecks of each month in amounts equal to 1/24th of the annual amount.

Section 10.7 Terms of Insurance Policies to Govern

The extent of coverage under the insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation undertaken under this or any other Agreement. Nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Village, employee or beneficiary of any employee, and nothing in this Section shall relieve the Village of its obligation to provide and maintain coverages as specified in this Article. No retired police officer may change coverage from single to married or dependent after retirement.

ARTICLE XI SICK LEAVE

Section 11.1 Purpose

The purpose of sick leave is to provide the police officer with protection against loss of income due to personal sickness or injury, or for necessary care of a police officer's immediate family, or medical consultations which prevent the performance of normal job duties.

Sick leave may be taken because of personal illness, disability, or for the necessary care of the police officer's immediate family. However, the use of sick leave for the care of the police officer's immediate family, except for FMLA qualifying illnesses for immediate family members, shall be limited to no more than seventy-two (72) hours per year (May 1 through April 30). Sick leave may also be used for physical examinations and medical consultations and in situations where the use of a prescription drug would impair performance or safety. Due to scheduling issues caused by the absence of personnel, police should schedule physical exams and non-emergency medical consultations for non-duty time.

The Union and the Village agree that misuse of sick leave is a serious matter which cannot be accepted by the Village or the Chapter. Abuse of the sick leave benefit may be cause for disciplinary action up to and including termination. The Union reserves the right to grieve whether abuse of sick leave had occurred as well as the level of discipline imposed.

Section 11.2 Sick Leave Accrual

Police officers accrue sick leave benefits at the rate of eight (8) hours for each month of employment. Each December 31st, a police officer shall have the right to carry over up to 480 hours of sick leave into the next calendar year. Police officers do not accrue sick leave benefits during a leave without pay that exceeds thirty (30) days.

Section 11.3 Sick Leave Usage

Each police officer needing to take a day of sick leave, shall make every attempt to notify his/her supervisor or their designee at least two (2) hours prior to the beginning of that police officer's shift, of the estimated amount of sick leave time required, and the reason for the leave. Failure to so notify the supervisor shall cause the supervisor to categorize that day as absent without leave, unless additional justifiable information is provided.

The Chief of Police will require a doctor's certificate when a police officer is absent for a period of four (4) consecutively scheduled work days or more. The Chief may also request the opinion of a second doctor at the Village's expense to determine whether the police officer suffers from a chronic physical or mental condition that impairs his/her ability to perform the essential functions of the job.

Police officers who use all their accumulated sick leave and require more time off work due to illness or injury may, with the approval of the Chief of Police, use accumulated vacation time or

compensatory time. In accordance with Village policy, the police officer may request leave without pay or apply for Family and Medical Leave.

ARTICLE XII LEAVES OF ABSENCE

Section 12.1 Leave Without Pay

The Village may grant leaves of absence without pay for absence from work not covered by any other type of leave or if other leave balances are exhausted. Examples of situations for which leave without pay may be granted include time off work for personal reasons, such as caring for an ill relative, pursuing an education, or fulfilling a military obligation in excess of fifteen (15) days per year. Leave without pay for purposes of other employment will not be authorized.

Police officers must have completed their probationary period to be eligible for such leave. Leave may be granted with the recommendation of the Chief of Police, and with the approval of the Village President, subject to the following requirements:

- (1) Leave may be granted to a police officer for a period not to exceed ninety (90) days, upon the approval of the Village President. Further extensions may be granted at the discretion of the Village President.
- (2) Accrued compensatory time, if any, must be exhausted prior to the taking of any leave without pay.
- (3) A police officer's benefits may be suspended during the period of unpaid leave that extends beyond thirty (30) days until the police officer returns to work. Under an FMLA qualified leave, the Village will continue to pay its portion for insurance coverage, and the police officer will be required to pay the employee's share of the insurance premium. Vacation, sick leave and/or any other benefits do not accrue while a police officer is on leave without pay for more than thirty (30) days, except that insurance benefits may continue for a regular full-time police officer on leave pursuant to the Family and Medical Leave Act.
- (4) A police officer that fails to report to duty promptly at the end of unpaid leave shall be presumed to have resigned. A police officer returning from a temporary disability leave may, at the Village's option, return to the same position or a similar position at a comparable rate of pay.
- (5) If the leave without pay is due to an employee illness or injury, the Village will require a doctor's certificate stating that the police officer is capable of returning to work and performing the essential work, duties and responsibilities of the police officer's position.

Section 12.2 Bereavement Leave

Police officers will be given paid leave to attend the funeral of an immediate family member and to attend to necessary business associated with the death of the family member (as described within the Illinois Family Bereavement Leave Act) and funeral

Such paid leave shall not exceed three (3) days, except that the Chief of Police may authorize up to an additional two (2) days if extended travel is required.

Additionally, each employee may take up to two weeks of unpaid leave for qualifying events pursuant to the Illinois Family Bereavement Leave Act, 820 ILCS 154/1, et. seq. including for miscarriage, unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure, failed adoption, failed surrogacy agreement, diagnosis that negatively impacts pregnancy or fertility, or stillbirth.

Section 12.3 Jury Leave

Police officers shall be granted time off with pay to serve on a jury. If a police officer is summoned during a critical work period, the Department may ask the police officer to request a waiver or rescheduling of the duty.

Section 12.4 Administrative Leave

The Chief of Police may place a police officer on administrative leave with pay for an indefinite period of time. Such leave shall be on a case-by-case basis as determined by the Chief of Police to be in the best interests of the Village during the pendency of an investigation or other administrative proceedings. After charges have been filed before the Police Commission, a police officer may be suspended without pay pending the hearing, by order of the Police Commission.

Section 12.5 Military Leave

Police officers who are members of the National Guard or federal reserve military units may be absent from their regularly scheduled duties for a period of up to fifteen (15) days per calendar year when they are performing ordered military training duty and while going to and from that duty. Police officers shall be compensated for the difference between their regular Village compensation and the military pay received during the military leave for up to fifteen (15) days. The provisions of USERRA shall govern police officers who are called to active duty.

Section 12.6 Family and Medical Leave

Police officers who have worked for the Village for at least twelve (12) months may be eligible for Family and Medical Leave in accordance with the Village policy and procedure for the Family and Medical Leave Act (FMLA).

ARTICLE XIII WAGES

Section 13.1 Wage Schedule

Police officers shall be compensated in accordance with the wage schedules attached to this Agreement as Appendix A. Upon execution of this Agreement, police officers, after one year of “satisfactory service” at their current step, shall advance to the next step in the wage schedule on the first day of the payroll period which includes their anniversary date. “Satisfactory service” shall require an annual evaluation rating of at least “meets expectations.” Officers who do not receive an annual evaluation rating of at least “meets expectations” and feel that such rating is unwarranted may file a grievance.

Section 13.2 Special Assignment Compensation

Field Training Officer Effective upon the beginning of the first payroll period following the execution of this Agreement, for each workday a police officer is assigned to function as a Field Training Officer (FTO) and actually performs such function; such police officer shall be compensated an additional five dollars (\$5.00) per hour they actually supervise and train. A police officer who is certified as an FTO, but not performing FTO duties on a given workday shall be ineligible for any FTO pay for that day.

Detective Effective upon the beginning of the first payroll period following the execution of this Agreement, a police officer assigned to the position of detective shall receive additional pay to compensate for time spent by the detective responding to telephone inquiries during non-duty hours. Such additional compensation shall be an additional one (1) hour of pay for each week. No other compensation shall be paid to the detective for non-duty time spent responding to telephone inquiries.

Section 13.3 Officer In Charge (OIC)

In the event that no sergeant is present and on duty, for at least one (1) hour, a police officer shall be designated by the Chief of Police or his designee to serve as the Officer in Charge (OIC). If a sergeant is on duty, but the sergeant determines that it is necessary to designate an OIC, the sergeant may designate a police officer to serve as an OIC, provided that the OIC shall not be designated by the sergeant unless the OIC is required to function in that capacity for at least one (1) hour.

The OIC shall earn an additional three dollars (\$3.00) per hour while they are functioning as an OIC.

No member of the bargaining unit who is in an acting capacity shall have any authority to respond to any grievances being processed in accordance with this Agreement, nor to take any action or make any statement, agreement, settlement or representation which shall place any duty or obligation on the Village or Police Department while acting under this Section. The Chief of Police or his designee shall determine when an officer will be assigned as an OIC in accordance with this Section.

Section 13.4 Holiday Bonus

The Village shall provide to bargaining unit members the same annual holiday bonus, if any, that it provides to other Village employees.

Section 13.5 No Pyramiding

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

Section 13.6 Lateral Hires

New police officers who are hired after they have completed the Illinois State Police Officer Certification ("lateral hire") may, at the Employer's discretion, offer the lateral hire a salary above the starting step, but not higher than Step 4, provided that the lateral hire will not be placed above the step of a bargaining unit member with an equal number of completed years as the lateral hire candidate. Step raises for these employees will be on their anniversary date of hire each year thereafter. All lateral hires will start with no seniority and will accumulate all other benefits in the same manner as a new hire.

ARTICLE XIV DISCIPLINE

Section 14.1 Discipline

All police officers are expected to exercise sound judgment, common sense, dedication, and courtesy in the performance of their duties. The primary mission of every police officer is to provide courteous, orderly, efficient, and economic delivery of services to the citizens of the Village.

Acts, errors, or omissions that discredit the public service or impair the provision of orderly services to the citizens of the Village or violate the Rules and Regulations or the policies or procedures of the Police Department or the Village may result in discipline, including termination.

The Chief of Police and/or the Police Commission shall have full discretion and authority to impose disciplinary action in accordance with Village policy, state law, including, but not limited to 50 ILCS 725, *et seq.*, the rights commonly referred to as “Weingarten” rights and the circumstances of the particular case.

In the event that discipline is necessary, the following types of disciplinary actions may be used, depending on the particular situation:

Verbal Warning:

A verbal warning is a counseling session between the police officer’s supervisor and the police officer on the subject of the police officer’s conduct and performance, or his/her failure to observe a rule, regulation, or administrative instruction. It is intended to increase a police officer’s efficiency and value to the Village by changing the police officer’s conduct, attitude, habits, or work methods. Following the counseling session, the supervisor shall document the verbal warning. The supervisor shall provide a copy of the document to the police officer.

Written Reprimand:

A written reprimand is a formal written disciplinary action for misconduct, inadequate performance, or repeated lesser infractions. Written reprimands shall be placed in the police officer’s personnel file with a copy provided to the police officer.

Suspension:

A suspension is a temporary, unpaid absence from duty that may be imposed as a penalty for significant misconduct or repeated lesser infractions. Suspensions may be issued by the Chief of Police or by the Police Commission, as provided herein.

Discharge/Termination:

A police officer may be discharged from service as a police officer pursuant to the procedures set forth in 65 ILCS 5/10-2.1-17. In the event that a police officer and the Union elect to dispute a discharge through the grievance arbitration procedure as described within Section 14.2, the police officer may be terminated by the Chief of Police without the need to have a hearing before the Police Commission, subject to the grievance procedure.

Any disciplinary action taken by the Department that does not result in a loss of pay, benefits, or seniority, shall not be subject to the grievance procedure beyond Step Three of Article VI of this Agreement. Nothing in this Agreement shall be construed in such a manner as to make the reprimand, suspension or discharge of a probationary police officer the subject of a hearing before the Police Commission or subject to the grievance procedure of this Agreement.

Section 14.2 Election of Grievance Arbitration for Discipline

Prior to imposing discipline involving a suspension in excess of five (5) days, or termination, the Chief of Police or the Chief's designee will set a meeting with the employee to advise the employee of the proposed discipline and the factual basis therefore, in writing. At the employee's request, the employee shall be entitled to Union representation at that meeting. After the conclusion of said meeting, the Chief or the Chief's designee will issue a Decision to Discipline, in writing, as to the proposed discipline ("Decision to Discipline"), to the affected employee and the Union. At the employee's option, any suspension or discharge of the employee may be contested either through the arbitration procedure of this Agreement or through the Board of Police Commissioners ("BOPC"), but not both. In order to exercise the arbitration option, an officer must execute an Election, Waiver and Release form ("Election Form" attached as Appendix D). This Election Form and disciplinary process is not a waiver of any statutory or common law right or remedy other than as provided herein. The Election Form shall be given to the officer by the Employer, at the time the officer is formally notified of the Decision to Discipline.

The employee shall have three (3) calendar days to submit a copy of the Election Form and Decision to the Union for approval to arbitrate the discipline. The Union shall have an additional seven (7) calendar days to approve or deny the request for arbitration. If the Union authorizes an arbitration concerning the discipline, it shall notify the Chief or the Chief's designee in writing of the intent to arbitrate within ten (10) calendar days of the issuance of the Decision to Discipline. If approved by the Union for arbitration, the Election Form shall constitute a grievance which shall be deemed filed at the arbitration step of the grievance procedure. When a grievance is elected, the Chief may impose the discipline set forth in the Decision to Discipline, without the need to have a hearing before the Police Commission, and the arbitrator will determine whether the discipline was imposed with just cause, and whether the discipline was excessive. If the arbitration is not approved by the Union within ten (10) calendar days of the Decision to Discipline, or is not elected by the employee, the employee retains his rights to have charges presented or to appeal discipline before the Village of South Barrington Police Commission in accordance with the Illinois Municipal Code, Division 2.1, Board of Police Commissioners, 65 ILCS 5/10-2.1-17, as amended. In the event that arbitration is not approved by the Union, the employee has fifteen (15) calendar days from the issuance of the Decision to Discipline to appeal suspensions of five (5) days or less.

ARTICLE XV
MISCELLANEOUS PROVISION

Section 15.1 Ratification and Amendment

This Agreement shall become effective when ratified by the Village and the Union and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

Section 15.2 Reimbursement for Expenses

When a police officer of the Village is on Village business, pursuant to said duty, such as training, pick-up and/or delivery of prisoners, out of state travel on Village business, said police officer shall be reimbursed for expenses in the following manner:

(a) If a police officer is required to use his personal vehicle, he shall be allowed the prevailing I.R.S. rate per mile as a reimbursed expense. No reimbursement will be made for travel to or from the police officer's worksite (i.e., police station, training site, court house, etc.), provided that if an officer is required to travel more than 50 miles to training (one-way) (as measured by Google Maps, using the shortest route), the officer shall receive mileage reimbursement for use of his personal vehicle for the mileage that such officer is required to travel to and from such training (roundtrip), less the mileage that an officer normally travels from the officer's residence to the Village's Police Station (roundtrip) (as measured by Google Maps, using the shortest route);

(b) Requests for reimbursement, including receipts, shall be submitted on an expense report form signed by the police officer and approved by the Chief of Police.

(c) All such travel shall have the prior approval of the Chief of Police in order to qualify for reimbursement. The Village may establish reasonable rules or limits on such expenses. However such limits may not be more stringent than those established by the State of Illinois for state employees.

(d) In all other respects, the Village agrees to abide by the Illinois Governor's Travel Control Board Travel Guide for State Employees with respect to reimbursement for travel expenses.

Section 15.3 Outside Employment

Police officers shall not, directly or indirectly, engage in any outside employment or have any financial interests that may conflict, in the Village's opinion, with the best interests of the Village or interfere with the police officer's ability to perform the assigned Village job.

A police officer, who chooses to have an additional job, contractual commitment or self-employment, may do so provided the police officer obtains prior approval from the Chief of Police. The officer shall annually advise the Chief in writing that such outside employment is continuing, during the month of December each year, by completing and submitting a Secondary Employment Request, a copy of which is attached hereto as Appendix "E". Members of the bargaining unit who are not engaged in secondary employment shall be required to complete the Secondary Employment Request

form, indicating no secondary employment, and submit such form to the Chief of Police during the month of December each year.

Section 15.4 Probationary Period

All newly hired police officers shall enter a probationary period that is considered an integral part of the selection and evaluation process. During the probationary period a police officer shall be required to demonstrate suitability for the position through actual work performance.

The normal probationary period shall be eighteen (18) months from the police officer's date of hire. Such probationary period may be extended if mutually agreed between the police officer and the Village.

When the Chief of Police determines that a police officer has satisfactorily completed the probationary period, the Chief of Police or his/her designee shall prepare a written performance evaluation. If the probationary period is satisfactorily completed, the police officer shall be certified to regular employment status.

Section 15.5 Tuition Reimbursement

It is agreed that it is in the mutual benefit of the police officer and the Village of South Barrington to encourage the career growth and development by providing opportunities to increase specific job skills and/or further their general education through degree progression at accredited institutions of higher learning. Tuition reimbursement offers a form of educational assistance that not only benefits the police officers personally but also brings additional competency and performance opportunity to the positions that they fill. Such requests shall not be unreasonably denied, subject to the following program requirements:

Program Requirements:

- (a) Reimbursements shall be subject to funding limits to be established annually by the Board of Trustees. This shall not be construed as any requirement for the Village to allocate or appropriate any funds for such reimbursement in any given year. Tuition reimbursement funds that are appropriated by the Village will be allocated equitably among the various employee groups.
- (b) A police officer must have one year of service with the Village in order to be eligible and execute an agreement that requires the police officer to reimburse the Village 50% of the actual cost if he/she were to separate from employment within one (1) year of the reimbursement;
- (c) A police officer must be a regular, full-time police officer in order to qualify for reimbursement;
- (d) Undergraduate and graduate degree courses or specialized direct work-related courses are eligible for reimbursement, subject to prior approval by the Chief of Police and the Village President. Such courses must be offered by a college or university that is accredited by The North Central Association of Colleges and Schools or one of the other similar Regional Accreditation Agencies that serve other areas of the United States.

- (e) Any educational assistance provided from non-Village sources will be netted off the cost before reimbursement is provided by the Village;
- (f) A police officer must be on active duty status, not on any leave or disability compensation in order to apply for tuition reimbursement.

Guidelines:

- (a) Prior to the enrolling in a class, the police officer, in order to participate, must submit a request form to the Chief of Police, who shall then assure that requirements are met and refer the request to the Village President. If approved by the Village President, and subject to available funding by the Village Board, the police officer shall be eligible for reimbursement. Such approval must be obtained prior to the first day of class.
- (b) Reimbursement comes only upon completion of the coursework and upon submission of a bona fide invoice from the institution and a copy of the report card for the class.
- (c) Reimbursement will be for tuition only and is based upon a standard cap of \$2,000 per fiscal year per police officer and requires a minimum grade of "C." or "Pass" if the course is offered on a "Pass/Fail" basis. For purposes of calculating the standard cap, reimbursement for a class shall be considered to be made in the fiscal year that the class begins, no matter when the reimbursement is actually paid.

Section 15.6 Compensation Upon Separation

When an individual's employment with the Village ceases, the police officer will receive the following compensation:

- (a) Wages for all hours worked up to the time of separation that have not been paid.
- (b) Holiday pay that has been earned but unpaid.
- (c) Payment of any accrued but unused vacation and compensatory time.
- (d) Police officers that separate from Village service in good standing and who have performed for 20 or more years of service to the Village or are collecting a pension under the Downstate Police Officers Pension Act shall be eligible for payment for one-third (33.3%) of accumulated sick leave at the police officer's hourly rate of pay. Payment may not exceed one-third (33.3%) of the maximum allowable accumulation.

Section 15.7 Deferred Compensation Plan

The Village agrees (subject to IRS rules) to maintain a Deferred Compensation Plan in accordance with Section 457 of the IRS Code. Police officers may enroll in the Deferred Compensation Plan in accordance with IRS rules and regulations.

All police officer contributions will be made pre-tax and the value of hours converted or transferred shall be calculated at the police officer's hourly rate at the time of the conversion.

Authorized contributions, to the extent allowed by IRS rules or regulations, will consist of the following:

Annual Accrued Sick Time:

Rather than forfeit additional sick time, a police officer shall convert any hours earned over four hundred eighty (480) hours of sick time to the police officer's Deferred Compensation account at the end of the calendar year at one-third (33.3%) of the value. The Village shall make the required deposit to the Deferred Compensation Account during the month of January of the year following.

Employee Contributions:

To the extent allowed by IRS rules and regulations, police officers may make pre-tax contributions to the Deferred Compensation Account.

Should any provision of this section not be allowed by IRS rules or regulations, the Village will advise the Union and continue to administer the plan in accordance with the IRS rules and regulations and the remaining portions of this Section.

If the Deferred Compensation Account cannot be implemented in accordance with this Section due to the rules or regulations of the investment company, the Village and Union will meet to discuss the implementation of the Deferred Compensation Plan.

Section 15.8 Electronic Monitoring Devices

Electronic Monitoring Devices, including but not limited to global positioning satellite units (GPS), vehicle diagnostic devices (such as braking and speed analysis), and Automatic License Plate Readers (ALPR or FLOCK) may be used by the Village for legitimate law enforcement and public safety purposes, including as evidence in any disciplinary investigation or disciplinary hearing against any member, provided that such data may not be used as the sole source to initiate any investigation involving non-criminal allegations of wrongdoing,, but may be used as a supplemental investigative tool following the initiation of an investigation. If an anonymous complaint is relied upon to initiate an investigation of a complaint that a bargaining unit member was traveling at an excessive rate of speed or was immobile for an inordinate period of time, and such complaint is confirmed by the use of such device, the employee shall receive a written reprimand for a first offense; and a written reprimand for such offense shall be removed from the employee's personnel file if there has been no similar violation within the subsequent twelve (12) month period. The provisions of this section shall not be applicable to any investigation or hearing involving allegations of criminal wrongdoing.

Section 15.9 Reimbursement of Certain Expenses

In the event an employee voluntarily terminates his/her employment with the Village within twenty-four (24) months of the employee's date of hire with the Village (excluding disability pension), the employee shall be required to reimburse the Village for the expenses incurred by the Village for the employee's uniforms (including ballistic vest), Field Training Officer expenses attributed to the employee's training (*i.e.*, FTO stipends paid), and any outside costs incurred by the Village for training expenses incurred on behalf of the employee. Employees shall have the option of returning uniform items to the Village, in lieu of reimbursing the Village, but employees shall not be permitted to return ballistic vests. As a condition of employment, employees on probationary status shall be required to

execute a consent form authorizing the Village to withhold any such reimbursements from the employee's final compensation.

Section 15.10 Use of Mobile and Squad Car Audio/Video Cameras.

The Village may obtain and install mobile and squad car audio/video cameras. Supervisors may conduct random reviews of recordings for training and/or quality control purposes. No officer will be interrogated pursuant to the Uniform Peace Officers Disciplinary Act regarding non-criminal allegations of wrongdoing, without first being afforded an opportunity to observe/review all of the audio/video recordings pertaining to the event(s) which is the subject of the interrogation, but this observation/review is limited to recordings that the Department has in its possession at the time of the interrogation. In any disciplinary arbitration hearing conducted pursuant to the provisions of Article VI (GRIEVANCE PROCEDURE) of this Agreement, the Village is barred from seeking to introduce any admissions or statements made by a bargaining unit member during the course of any interrogation that were made in violation of the provisions of this Section. Any questions concerning the admissibility of any audio/video recordings will be left to the trier of fact. The provisions of this Section shall not be applicable to any investigation or interrogation involving allegations of criminal wrongdoing.

If the Village implements body cameras, the use of such cameras shall be in accordance with the Law Enforcement Officer – Worn Body Camera Act (50 ILCS 706/10-1 *et seq.*).

Section 15.11 Critical Incident Investigation.

No police officer involved in a critical incident (*i.e.*, use of force resulting in death or great bodily harm; discharge of a weapon) shall be subject to formal interrogation by the Village's Police Department under the Uniform Peace Officers' Disciplinary Act, sooner than forty-eight (48) hours from the date/time of the critical incident.

Section 15.12 Surveillance of Employees

When the Village initiates an internal affairs investigation of an employee and/or formal investigation or interrogation is conducted pursuant to Section 2 (c) or (d) of the Uniform Peace Officers' Disciplinary Act, 5 ILCS 7, Section 725/1 *et seq.*, that involve non-criminal allegations of wrongdoing, a bargaining unit member will only be questioned after the employee and, if the employee has requested union representation, the employee's union representative have been allowed to observe all the audio/video tape(s) that involve the subject matter of the investigation or interrogation. In any disciplinary arbitration hearing conducted pursuant to the provisions of Article 6 (Grievance Procedure) of this Agreement, the Village is barred from seeking to introduce any admission(s) or statement(s) made by a bargaining unit member during the course of any such investigation or interrogation that were made in violation of the provisions of this section. Any questions concerning the admissibility of any surveillance evidence will be left to the trier of fact. The provisions of this

section shall not be applicable to any investigation or interrogation involving allegation(s) of criminal wrongdoing.

Section 15.13. Fitness Examination.

If there is any question concerning an employee's fitness for duty or fitness to return to duty following a layoff or leave of absence, the Village may require, at its expense, that the employee be examined by a medical professional selected by the Village who is qualified and licensed in the appropriate specialty and/or subspecialty. All such examinations/tests required by the Village shall be at the Village's expense.

If it is determined that an employee is not fit for duty based on the foregoing, the Village may place the employee on sick leave (or unpaid medical leave if the employee does not have any unused sick leave days) or take other appropriate action.

If the Union disagrees with the Village's medical professional's opinions, the parties shall submit a request to IMSPE (or other mutually agreed upon vendor) for selection of an appropriate health care provider whose opinion shall be binding on the parties.

ARTICLE XVI UNIFORMS

Section 16.1 Original Issue of Equipment

The parties agree that each new police officer hired by the Village of South Barrington Police Department shall be issued as his initial allocation of equipment, the equipment listed in Appendix C attached hereto and by reference incorporated herein.

Section 16.2 Uniforms and Equipment

The Village agrees to replace or repair any and all equipment or clothing as identified in Appendix C that is or has been issued to the police officer upon a showing to the Chief of Police that such items need to be replaced or repaired. The Village agrees that when requested to repair or replace the covered items, such request shall not be unreasonably denied by the Chief of Police or his designee. Since the police officer assigned as the detective is expected to dress in non-uniform clothing, the Village agrees to pay the detective a clothing stipend of \$600 to be paid in two installments of \$300 each in the first paycheck of May and November of each year. Property furnished to the police officer remains the property of the Village such that upon termination or retirement, all such property must be returned to the Village before payment of the final paycheck. The police officer shall be required to maintain and clean all such equipment or clothing at the police officer's expense

Section 16.3 Reimbursement For Destruction Of Wristwatches, etc.

As pertains to this Section 16.3, personal property required to be carried on duty by a police officer shall be limited to a wristwatch and, if needed for the police officer to perform their duties, prescription eyeglasses, or contact lenses and non-prescription sunglasses. Such personal property shall be repaired or replaced at a reasonable price, in the event of damage as a result of police duties. Police officers covered by this agreement shall only be reimbursed for the above listed items that are damaged as a result of police duties and upon submission of a receipt showing the purchase price of the item or the cost of repair. Police officers shall report the damage to such listed personal property in writing to a supervisor prior to the end of the shift during which the damage occurred.

Any covered police officer requesting reimbursement for such damage shall provide a written receipt to the Chief of Police or his designee.

Section 16.4 Threat Level II Vests

The Village shall provide all covered police officers with a Threat Level II protective vest as part of their original equipment. A police officer may upgrade their vest at the police officer's expense. The Village shall replace vests that are shot or damaged pursuant to police duties, unless replaced by the manufacturer of the vest. Additionally, the Village shall replace vests that have passed their expiration date. The Village shall be required to place an order for a replacement vest prior to the expiration date, but only if the Village has been notified by the officer at least ninety (90) days before the expiration date that such expiration date is approaching. If such ninety (90) day notice is not provided to the Village, the Village shall endeavor to place the order for the replacement vest within a reasonable time period.

ARTICLE XVII

DRUG AND ALCOHOL TESTING

Section 17.1. Statement of Policy.

It is the policy of the Village of South Barrington that the public has the absolute right to expect persons employed by the Village in its Police Department will be free of the effects of drugs and alcohol.

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 rights of the officers of the Police Department.

Section 17.2. Prohibitions.

Officers shall be prohibited from:

- (a) Consuming or possessing alcohol at any time during or just prior to the beginning of the work day or anywhere on any Village premises or job sites, including Village buildings, properties, vehicles and the officer's personal vehicle while engaged in Village business;
- (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.

Section 17.3. Drug and Alcohol Testing Permitted.

In order to help provide a safe work environment and to protect the public by insuring that police officers have the physical stamina and emotional stability to perform their assigned duties the Village may require employees to submit to urinalysis and/or other appropriate tests where there are reasonable suspicions to believe the employee is in violation of the prohibitions set forth in subsections (a), (b) and/or (c) of Section 20.2. Unlawful use of drugs or being under the influence of alcohol shall be cause for discipline, including discharge; provided, however, that an officer who is found to have a blood alcohol concentration of .021 or more, but less than .05, shall be disciplined for a first offense by a suspension without pay for up to five (5) working days. Any suspension as a result of a blood alcohol concentration of .021 or more, but less than .05, shall not be used as a factor in aggravation after sixty (60) months, if there have been no additional violations of Section 17.4(i) within that sixty (60) month time period.

Section 17.4. 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 an 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 submitting a sample shall be observed by a member of the same sex to be designated by a supervisory officer.
- (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 any 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 hours of receiving the results of the test.
- (g) Require that the laboratory or hospital facility report to the Village that the blood or urine sample is positive only if both the initial screening and confirmation test are positive on 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) Provide each officer tested with a copy of all information and reports received by the Village in connection with the testing and the results.
- (i) 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 .021 or more based upon the grams of alcohol per 100 millimeters of blood be considered positive.

Section 17.5. Voluntary Requests 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 “aftercare” 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.

Section 17.6 Involuntary Testing Following Officer Involved Shooting

Pursuant to 50 ILCS 727/1-25, in any “officer involved shooting” (“OIS”) an officer shall be subject to drug and alcohol testing prior to the end of his or her shift, which shall be conducted in accordance with the Department Policy in effect on the day of this Agreement. For purposes of clarity, the parties agree that a person “involved in” an officer involved shooting is defined to mean any officer who discharged a firearm during an incident resulting in injury or death to a person or persons. The term “involved in” an officer involved shooting does not include officers who did not discharge their weapon, even if they were providing other forms of support and assistance during the call. Any drug or alcohol test required pursuant to this Agreement shall be considered a compelled, non-voluntary drug or alcohol test under threat of disciplinary action. For the purposes of this Section, the parties agree that a drug or alcohol test may involve breath or urine samples. If the Village compels a blood test, it must obtain an appropriate warrant. This does not limit the Village’s right to obtain test results via other available legal process.

ARTICLE XVIII
SAVINGS CLAUSE

In the event any Article, Section or provision of this Agreement should be held invalid and unenforceable by virtue of legislative action or by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific Article, Section or provision thereof so affected and the remaining provisions of this Agreement shall remain in full force and effect.

ARTICLE XIX
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. 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 opportunity are set forth in this Agreement. Therefore, the Village and the Union, for the life of the Agreement, each voluntarily waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement.

**ARTICLE XX
TERMINATION**

This Agreement shall be effective as of the day after it is executed by both parties and shall remain in force and effect until April 30, 2026. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by certified mail, or hand delivery, at least one hundred twenty (120) days prior to the termination date that it desires to modify this Agreement. 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. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the expiration date. 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.

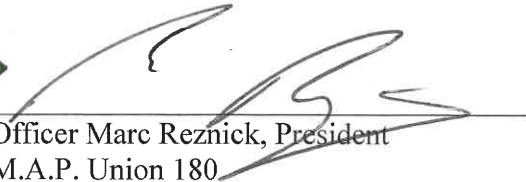
Executed this ____ day of _____, 2024 after ratification by the Union's membership and after receiving official approval by the Village President and Board of Trustees of the Village.



Keith George, President
Metropolitan Alliance of Police



Paula McCombie
Village President



Officer Marc Reznick, President
M.A.P. Union 180


~~Donna Wood~~

Daniel Zierk
Village Clerk

**APPENDIX A
WAGE SCHEDULE**

Patrol officers shall receive a pay increase as indicated on the following scale:

Step	5/1/2021		5/1/2022		5/1/2023		5/1/2024		5/1/2025	
			3.50%		3.50%		3.25%		3.25%	
	Hourly	Annual Hrs 2184	Hourly	Annual Hrs 2184	Hourly	Annual Hrs 2184	Hourly	Annual Hrs 2184	Hourly	Annual Hrs 2184
Academy	\$26.66		\$27.59		\$28.56		\$29.49		\$30.45	
Start	\$31.31	\$68,382	\$32.41	\$70,774	\$33.54	\$73,251	\$34.63	\$75,632	\$35.76	\$78,090
1	\$33.54	\$73,262	\$34.71	\$75,815	\$35.93	\$78,469	\$37.10	\$81,019	\$38.30	\$83,652
2	\$35.79	\$78,165	\$37.04	\$80,901	\$38.34	\$83,733	\$39.59	\$86,454	\$40.87	\$89,264
3	\$38.02	\$83,044	\$39.35	\$85,942	\$40.73	\$88,950	\$42.05	\$91,841	\$43.42	\$94,826
4	\$40.26	\$87,924	\$41.67	\$91,005	\$43.13	\$94,191	\$44.53	\$97,252	\$45.98	\$100,412
5	\$42.49	\$92,803	\$43.98	\$96,046	\$45.52	\$99,408	\$47.00	\$102,638	\$48.52	\$105,974
6	\$44.73	\$97,682	\$46.30	\$101,109	\$47.92	\$104,648	\$49.47	\$108,049	\$51.08	\$111,561
7	\$46.97	\$102,586	\$48.61	\$106,173	\$50.32	\$109,889	\$51.95	\$113,460	\$53.64	\$117,148

Detective(s) shall receive a pay increase as indicated on the following scale:

Step	5/1/2021		5/1/2022		5/1/2023		5/1/2024		5/1/2025	
			3.50%		3.50%		3.25%		3.25%	
	Hourly	Annual Hrs 2184	Hourly	Annual Hrs 2184	Hourly	Annual Hrs 2184	Hourly	Annual Hrs 2184	Hourly	Annual Hrs 2184
Start	\$32.87	\$71,793	\$34.02	\$74,301	\$35.21	\$76,901	\$36.36	\$79,400	\$37.54	\$81,981
1	\$35.23	\$76,933	\$36.46	\$79,635	\$37.74	\$82,423	\$38.97	\$85,101	\$40.23	\$87,867
2	\$37.58	\$82,073	\$38.90	\$84,947	\$40.26	\$87,920	\$41.56	\$90,778	\$42.92	\$93,728
3	\$39.92	\$87,189	\$41.32	\$90,237	\$42.76	\$93,395	\$44.15	\$96,430	\$45.59	\$99,564
4	\$42.28	\$92,329	\$43.76	\$95,571	\$45.29	\$98,916	\$46.76	\$102,131	\$48.28	\$105,450
5	\$44.62	\$97,446	\$46.18	\$100,861	\$47.80	\$104,391	\$49.35	\$107,784	\$50.96	\$111,287
6	\$46.97	\$102,586	\$48.61	\$106,173	\$50.32	\$109,889	\$51.95	\$113,460	\$53.64	\$117,148
7	\$49.31	\$107,702	\$51.04	\$111,462	\$52.82	\$115,363	\$54.54	\$119,113	\$56.31	\$122,984

NOTES: Annual Rate is based upon 84 hours bi-weekly (2184 hours annual).
Wages are retroactive to May 1, 2022

Schedules are effective beginning the first full payroll period beginning after effective date.

	5/1/2022	5/1/2023	5/1/2024	5/1/2025
Detail	Hourly	Hourly	Hourly	Hourly
Rate	85% of the billed amount*	85% of the billed amount*	85% of the billed amount*	85% of the billed amount*

*But not less than \$39/hour

APPENDIX B
SENIORITY LIST

(The Village shall provide the Union with a seniority list on an annual basis by December 1st of each year.)

APPENDIX C
EQUIPMENT LIST

- 1 threat level II protective vest
- 1 protective outside vest carrier
- 3 uniform shirts (short sleeve)
- 3 uniform shirts (long sleeve)
- 1 pair uniform pants
- 3 pair B D U pants
- 1 pair B D U shorts

- 1 S B P D polo shirt
- 1 pair department selected winter boots or department selected summer footwear
(to be replaced by the Village on an as-needed basis)
- 1 winter cruiser type jacket w/ lining
- 1 sweater
- 2 badges
- 1 wallet and badge
- 2 nameplates
- 2 departmental collar insignia's (1 pair)
- 1 garrison belt
- 1 duty belt
- 4 belt keepers
- 1 pair handcuffs
- 1 handcuff case
- 1 O.C. canister and holder
- 1 necktie (clip-on)
- 1 South Barrington tie bar
- 1 expandable baton w/ scabbard
- 1 radio holder
- 1 holster
- 2 magazine pouches
- 1 five star hat
- 1 hat shield
- 1 raincoat
- 1 traffic vest
- 1 stocking cap
- 1 pair cut/stick resistant gloves (manner of use to be placed in Uniform Policy)
- 1 uniform baseball cap for outdoor use. (Not to be used in squad cars or inside government buildings.)

APPENDIX D
ELECTION, WAIVER AND RELEASE FOR DISCIPLINARY PROCESS

I. Notice to Employee

I, _____, a police officer in the Village of South Barrington, and a member of the Metropolitan Alliance of Police, Chapter 180 ("Chapter"), being proposed for discipline by the Village of South Barrington Police Department, have been informed of my options to dispute discipline in accordance with the collective bargaining agreement between the Village of South Barrington and the Metropolitan Alliance of Police, Chapter 180. I understand that I may elect to pursue a grievance over such discipline (option A), or I may choose to dispute the discipline before the Village of South Barrington Board of Police Commissioners (option B), but not both. I understand that an election of one of these procedures is a waiver of my rights and remedies to the other. I further understand that the Board of Directors of the Metropolitan Alliance of Police ("Union"), not the Chapter, has the final authority on whether or not to approve this matter for arbitration. If I elect arbitration and the Union declines to authorize arbitration of this matter for any reason, this does not waive my statutory rights under the Illinois Municipal Code, Division 2.1, Board of Police Commissioners, 65 ILCS 5/10-2.1-17.

I have been given a written notice of the proposed discipline and the factual basis thereof. This notice has been presented to me on _____, 20 _____, I have ten (10) calendar days, exclusive of today, to return this notice to the Chief of Police, or his designee, indicating my choice of disciplinary forum. If I do not return this form electing arbitration, then the proposed discipline will be subject to the Village of South Barrington Board of Police Commissioners, pursuant to the procedures of 65 ILCS 5/10-2.1-17.

Chief of Police or Designee: _____

Officer: _____

Chapter Representative: _____

II. Election

I have had an opportunity to discuss these options with a union representative and choose to dispute the proposed discipline before the following forum:

A. Grievance Arbitration

By selecting the grievance process alternative, I acknowledge my understanding that the Village has the right to unilaterally impose the proposed discipline immediately, without a hearing, subject to possible later modification or reversal by an arbitrator should I or the Union choose to pursue a grievance through arbitration. An arbitrator will determine whether the discipline was imposed with just cause, and whether the discipline was excessive.

By election to file a grievance over my discipline, I hereby release the Village of South Barrington, the South Barrington Board of Police Commissioners and the Metropolitan Alliance of Police, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election.

I hereby elect the grievance arbitration procedure and waive my rights to a hearing before the Village of South Barrington Board of Police Commissioners. I understand that I have three (3) calendar days from my receipt of this notice to request authorization to arbitrate this matter from the Union, and that the Union has seven (7) additional days to submit this document as a request to arbitrate to the Chief of Police or his designee. This document will be considered my grievance. In the event that the Union declines to arbitrate this matter or does not return this document within ten (10) calendar days from the notice of the Decision to Discipline, the discipline will be subject to the jurisdiction of the Village of South Barrington Board of Police Commissioners.

Agreed: _____
Date: _____

This disciplinary charge is hereby approved for arbitration by the Metropolitan Alliance of Police, Board of Directors. This document serves as written notice advancing this matter for arbitration in accordance with the collective bargaining agreement:

Union: _____
Date: _____

B. Board of Police Commissioners

By selecting an appeal of discipline before the Village of South Barrington Board of Police Commissioners, I understand that I will have a hearing over such discipline before the Board of Police Commissioners of the Village of South Barrington in accordance with their rules and the laws of the State of Illinois as provided within the Illinois Municipal Code, Division 2.1, Board of Police Commissioners, 65 ILCS 5/10-2.1 *et seq.*, as amended. I agree that such hearing shall be a waiver of the grievance/arbitration procedures of the collective bargaining agreement between the Village of South Barrington and the Metropolitan Alliance of Police.

By election to have a hearing before the Board of Police Commissioners over my suspension or discharge, I hereby release the Village of South Barrington, the South Barrington Board of Police Commissioners and the Metropolitan Alliance of Police, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election. I understand that this hearing will be subject to the Rules and Regulations of the Village of South Barrington Board of Police Commissioners.

I hereby elect the Village of South Barrington Board of Police Commissioners and waive my rights to the grievance/arbitration procedures of the collective bargaining agreement between the Village of South Barrington and the Metropolitan Alliance of Police. This document will be considered my request for a hearing concerning this discipline.

Agreed: _____ Date: _____

Witness: _____ Date: _____

Received by the Chief of Police's Office: _____

Date: _____

APPENDIX E

MEMORANDUM OF AGREEMENT BETWEEN THE METROPOLITAN ALLIANCE OF POLICE AND THE VILLAGE OF SOUTH BARRINGTON

This Memorandum of Agreement (hereinafter, "MOA" or "Agreement") is hereby made and entered into by and between the METROPOLITAN ALLIANCE OF POLICE, CHAPTER 180 ("MAP" or the "Union") and the VILLAGE OF SOUTH BARRINGTON (hereinafter, the "Village" and collectively, the "Parties").

WHEREAS, the Village has made the decision to implement a policy related to the use of officer-worn body cameras which has been recognized as a tool for effective policing and to help maintain the integrity of our criminal justice system; and

WHEREAS, body worn cameras are an effective law enforcement tool that can reduce violent confrontations and complaints against officers. Body worn cameras provide additional documentation of police-public encounters and may be an important tool for collecting evidence and maintaining public trust.

NOW, THEREFORE, the Parties have agreed to the following:

1. The Village will adopt and implement a policy related to the use of officer-worn body worn cameras in accordance with the terms of the Illinois Officer Worn Body Camera Act (the "Act"), 50 ILCS 706/10 *et seq.* That policy and the related procedures are referred to in this MOA as the "BWC Policy."
2. By September 1, 2024, or 90 days prior to the effective date of the BWC Policy, whichever is sooner, the Village will provide a copy of the BWC Policy to the designated representatives of MAP. Upon reasonable advance request, the Employer and MAP will meet and negotiate any suggested revisions or modifications to the BWC Policy.
3. If the Village is required by the Act to temporarily implement the use of body worn cameras before the conclusion of any such negotiation, the BWC Policy shall be considered temporary, subject to modification by agreement or arbitration.
4. In the event that the parties are unable to reach agreement on the BWC Policy, the parties agree to submit the matter to impasse resolution procedures described within Section 14 of the Illinois Public Labor Relations Act, 5 ILCS 315/14.

VILLAGE OF SOUTH BARRINGTON



Date: 5/25/24

METROPOLITAN ALLIANCE OF POLICE
Chapter 180 President



Date: 5/9/24

METROPOLITAN ALLIANCE OF POLICE
Union President Keith George



Date: 5/9/24