

**AGREEMENT**

**between**

**VILLAGE OF CARPENTERSVILLE**

**and**

**METROPOLITAN ALLIANCE OF POLICE**

**CHAPTER #378**

**PATROL OFFICERS**

**January 1, 2020 – December 31, 2022**

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## **PREAMBLE**

THIS AGREEMENT is entered into by and between the VILLAGE OF CARPENTERSVILLE, hereinafter called the "Village," and the METROPOLITAN ALLIANCE OF POLICE, CHAPTER #378, hereinafter called the "Union." The Village recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing rates of pay and other matters specifically mentioned herein for full-time Patrol Officers.

## **ARTICLE I – MANAGEMENT RIGHTS**

Section 1. The Village shall retain the sole right and authority to operate and direct the affairs of the Village, including the Police Department, in all its various aspects, including but not limited to all rights and authority exercised by the Village prior to the execution of this Agreement, except as modified in this Agreement. Among the rights retained are the Village's right to determine its mission and set standards of service offered to the public; to take any and all actions as may be necessary to carry out the mission of the Village and the Police Department in the event of civil emergency as may be declared by the Village President, Chief of Police or their authorized designees, as ratified by the Village Board within fourteen (14) days of the declaration, which may include, but not be limited to, riots, civil disorders, tornado conditions, floods or other non-financial catastrophes; to direct or reassign the working force or any individual therein; to plan, direct, control, and determine the operations or service to be conducted in or at the Police Department or by the employees of the Village; to meet and confer with employees directly, either individually or collectively; to schedule, assign, and transfer employees; to hire, promote, demote, suspend, discipline or discharge for cause; to relieve employees due to lack of work, shortage of budgeted funds or for other legitimate reasons; or to make and enforce rules and regulations, provided any of the above rights shall not conflict with any of the provisions of this Agreement.

Section 2. The Village retains its right to take any action mandated by State law and

nothing in this Agreement shall prohibit such action. The Village further retains its right to perform its management responsibilities and to take any action necessary to carry out those responsibilities except where prohibited by this Agreement.

## **ARTICLE II – RECOGNITION**

The Village recognizes the Union as the sole and exclusive bargaining agent for the full-time, sworn officers of the Village Police Department with the rank of Patrol Officer ("Patrol Officers") for the purpose of establishing hours, wages, and certain other conditions of employment.

## **ARTICLE III – CHECKOFF**

Section 3.1. Dues Checkoff The Village agrees to deduct the Union membership dues monthly from the pay of those Patrol Officers who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Union and the aggregate deductions of all Patrol Officers shall be remitted, together with an itemized statement, to the Union by the 10<sup>th</sup> of the succeeding month after such deductions are made. This authorization is revocable during the term of this Agreement.

The actual dues amount deducted, as determined by the Union, shall be uniform in nature for each Patrol Officer in order to ease the Village's burden in administering this provision. The Union may change the fixed uniform dollar amount which will be considered the regular monthly fees once each year during the life of this Agreement. The Union will give the Village thirty (30) days' notice of any such change in the amount of uniform dues to be deducted.

If the Patrol Officer has no earnings due for any period, the Union shall be responsible for collection of dues. The Union agrees to refund to the Patrol Officer any amounts paid to the Union in error on account of this dues deduction provision.

Section 3.2 Authorization for Payroll Deduction.

By \_\_\_\_\_  
Last Name First Name Middle Name

To \_\_\_\_\_

Effective Date \_\_\_\_\_

I hereby request and authorize you to deduct from my earnings monthly an amount established by the Union as monthly dues. The amount deducted shall be paid to the Union. This authorization is revocable during the term of this Agreement.

\_\_\_\_\_  
Signature

Section 3.3. Union Indemnification The Union shall indemnify, defend, and save the Village harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Village in complying with the provisions of this Article, provided that there shall be no indemnification if the Village initiates the cause of action. If an improper deduction is made, the Union shall refund directly to the Patrol Officer any such amount.

Section 3.4. Fair Share During the term of this Agreement, police officers who are covered by this Agreement but who are not members of this Union shall, commencing thirty (30) days after the effective date of this Agreement, pay fair share fee to the Union for collective bargaining and contract administration services tendered by the Union as exclusive representative of the police officers covered by this Agreement. Such fair share shall be deducted by the Village from the earnings of non-members and remitted to the Union each month. The Union shall annually submit

to the Village a list of police officers covered by this Agreement who are not members of the Union and an affidavit specifying the amount of the fair share fee, which shall be determined in accordance with applicable law.

#### **ARTICLE IV – FRINGE BENEFITS**

Section 4.1. Sick Leave Sick leave shall be granted to a Patrol Officer contracting or incurring any illness or disability (other than on-the-job disability) which renders such Patrol Officer unable to perform the duties of his employment or other work offered to the Patrol Officer by the Chief of Police. In addition, sick leave may be used for a serious illness or injury to a member of the Patrol Officer's family, which is defined for purposes of this Section as the Patrol Officer's spouse, children (including adopted children) or step-children.

No sick leave shall be allowed where sickness is feigned, in the opinion of a medical doctor selected by the Village, where sickness is self-inflicted (other than accidental) or where sickness continues as a result of a Patrol Officer's failure to fully cooperate with medical advice and/or corrective therapy.

A Patrol Officer shall notify the on-duty Officer in Charge of an illness, including a description of the illness and whether the illness affects the Patrol Officer himself or a member of the Patrol Officer's family as soon as possible, but not less than two (2) hours prior to the time the Patrol Officer is scheduled to work.

The Village may require medical evidence of an illness at any time. The Village may establish standards of performance to be used by the physician in determining fitness of Patrol Officers. The Village may require a Patrol Officer to report to a physician selected by the Village to secure a medical certification of the illness or may require medical certification of illness from the Patrol Officer's physician or the physician attending the sick family member, as defined above, with respect to whose illness sick leave is being taken. In any event, where the sick leave exceeds

three (3) consecutive scheduled work days, the Patrol Officer using sick leave must provide evidence upon his return that he, or a member of his family, as defined above, has been under a physician's care for the duration of the illness or injury. When required to provide medical certification from the Village's physician, such costs shall be paid by the Village.

During the time that he would otherwise be working, a Patrol Officer who is sick is expected to confine his location and activities to those that are consistent with the nature of the Patrol Officer's illness.

A Patrol Officer who fails to meet the requirements of this Section, abuses the sick leave program or files for sick leave under false pretenses shall not receive pay and may be subject to disciplinary action. Sick leave should not be considered a privilege; sick leave is a fringe benefit which shall be allowed in case of the actual sickness or disability of the Patrol Officer or a member of his family, as defined above in this Section.

A Patrol Officer who leaves the service of the Village shall forfeit all sick leave benefits, except as provided in this Section below in accordance with a Post-Retirement Medical Savings Plan. This provision shall not apply to a Patrol Officer who is granted a one-year leave of absence and returns to work within the one-year period.

Sick leave benefits shall be paid at the rate of eight (8) hours' pay for each full, regularly scheduled duty day of approved absence and at a prorated rate for partial days of absence.

Sick leave benefits shall be paid for absences due to pregnancy disability in the same manner as they are paid for other disabilities.

Patrol Officers shall accumulate sick leave at the rate of eight (8) hours (or one regular work day) per month. However, except in the case of absence due to a long-term illness, no sick leave shall accrue for any month when a Patrol Officer uses sick leave on a holiday. Unused sick leave hours will be carried over to the next fiscal year. Unused sick leave hours above a maximum

of nine hundred sixty (960) hours will be contributed to a Post-Retirement Medical Savings Plan at the rate of fifty percent (50%) of the dollar value of unused time above nine hundred sixty (960) hours. This is a mandatory non-elective contribution which will be made within sixty (60) days after the beginning of each fiscal year, for eligible sick leave hours accrued the previous year. The amount paid will be based upon the rate of pay at the time the sick leave hours were earned. For purposes of calculating this benefit, any sick leave hours used during a fiscal year will have been deemed to be the most recently earned hours.

The Village will pay all initial Post-Retirement Medical Savings Plan start-up fees or costs. All subsequent costs or fees for the Plan shall be paid by the Patrol Officers participating in the plan.

In the event of a Patrol Officer's death, all unused Post-Retirement Medical Savings Plan contributions shall be distributed to the Officer's beneficiaries or estate per current Law or Internal Revenue Service rules or regulations governing such distributions.

Section 4.2. Attendance Incentive Patrol Officers who do not lose time as a result of an illness, service connected disability or suspension for the period of January 1 to June 30 shall receive a reimbursement of three hundred dollars (\$300.00). Patrol Officers who do not use or lose such time for the period July 1 to December 31 shall receive three hundred dollars (\$300.00).

Payments for the period of May 1, 2021 to October 31, 2021 will be paid out on or before November 30, 2021. The one-time transition to a calendar year will be accomplished by prorating the period from November 1, 2021 through December 31, 2021.

Section 4.3. Vacation Based on completed months of continuous service, a Patrol Officer shall be entitled to annual vacation leave with pay as follows:

<u>Months of Continuous Service</u>	<u>Vacation Days Accrued</u>
1 <sup>st</sup> through 47 <sup>th</sup> month	80 hours
48 <sup>th</sup> through 107 <sup>th</sup> month	120 hours

108<sup>th</sup> through 227<sup>th</sup> month  
228<sup>th</sup> month and beyond

160 hours  
200 hours

Vacations shall be scheduled according to seniority within the shift or detail to which the Patrol Officer is assigned. A Patrol Officer with greater seniority shall have priority over a Patrol Officer with less seniority in scheduling his vacation, so long as the choice is exercised prior to March 1 of the vacation year. Vacation days requested in January and February will be granted to senior officers so long as those requests are made thirty (30) days prior to the date the vacation day request falls on. Vacation day requests made less than thirty (30) days in advance during January and February will be available on a first-come first-granted basis. In the event that more than one Patrol Officer requests the same day and permitting more than one Patrol Officer to be off is not in the best interests of the Department, seniority normally shall prevail. However, if a senior Patrol Officer voluntarily transfers onto a shift after March 1 of the vacation year, his vacation preference shall not automatically take precedence over those of junior Patrol Officers already on the shift; instead, he will be expected to work out any conflict in vacation dates with the other Patrol Officer(s) involved in the conflict and advise the Chief of Police or his designee of the resolution effected. In any event, all vacations are subject to approval by the Chief of Police.

One Patrol Officer taking five (5) consecutive vacation days will take precedence over another Patrol Officer taking just one (1) day of vacation, regardless of seniority. Five (5) consecutive vacation days is defined as five (5) straight vacation days with no regular days off (RDO) in between. Additional vacation days can be added to the five (5) consecutive vacation days if separated by RDO. In the event that multiple officers are requesting overlapping days off, the entire block of vacation days will be awarded to the Patrol Officer(s) with greater seniority. This will only apply as long as the five (5) consecutive vacation days are submitted before March 1<sup>st</sup>.

Allowances for vacation pay shall be in addition to any recognized holidays which may fall during a Patrol Officer's vacation period. A Patrol Officer is not eligible to receive vacation time off or vacation pay during his first full year of service, although he may be advanced up to forty (40) hours of vacation after six (6) months of continuous service upon application to the Chief of Police and with the approval of the Village Manager. Vacation time earned one year must be taken during the following year, except that any unused vacation up to five (5) days shall be automatically carried over to the next succeeding year. When a Patrol Officer leaves the service of the Village after a minimum of one year, he shall receive compensation for unused vacation time accumulated, provided he gives two (2) weeks' written notice to the Chief of Police. A Patrol Officer who is discharged after a minimum of one year of service shall receive compensation for unused vacation time accumulated.

The parties recognize that vacation day usage will be based on 8 hours for bargaining unit members currently assigned an 8.5-hour shift. Nothing in this paragraph shall impact or impinge management rights over scheduling or the union's right to seek impacts and effects bargaining over a change in scheduling.

Section 4.4. Bereavement Leave Patrol Officers may be excused with pay for a maximum of five (5) days in the event of the death of the Patrol Officer's wife, husband, natural child, stepchild, or adopted child. Patrol Officers may be excused with pay for a maximum of three (3) days in the event of the death of the Patrol Officer's mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-parent, step-sibling, grandparent, grandchild or spouse's grandparent.

The Village follows the requirements of the Child Bereavement Leave Act in the event of the death of a Patrol Officer's biological child, adopted child, foster child, stepchild, legal ward, or child of a person standing in loco parentis. Child Bereavement Leave must be coordinated through

the Human Resources Department and shall not be cumulative with the other bereavement leave provided by this section.

Section 4.5. Family and Medical Leave Act The parties agree that the Village may adopt such policies as may be necessary or appropriate to implement the Family and Medical Leave Act of 1993 (the "FMLA"). No such policy shall be deemed to violate this Agreement if it is either mandated or legally permitted by the FMLA.

Section 4.6. Holidays Following are holidays recognized by this Agreement:

New Year's Day (January 1)  
Memorial Day  
Independence Day (July 4)  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Day before Christmas (December 24)  
Christmas Day (December 25)

Where a date is specified above, that date shall be recognized as the holiday. All other holidays shall be deemed as falling on the day that Village Hall is closed in observance of the holiday.

As each of the above-listed holidays falls, each Patrol Officer assigned to the patrol division will be credited with eight (8) hours of holiday pay at his regular straight-time hourly rate, regardless of whether that Patrol Officer works the holiday. A Patrol Officer will not be given the option of taking flex time or compensatory time in lieu of holiday pay. If a Patrol Officer assigned to a patrol division shift is scheduled or assigned to work the holiday, and does work the holiday, he shall receive pay or compensatory time off, at his election, at one and one-half (1½) times his regular straight-time hourly rate for all hours, up to eight (8) hours, worked on the holiday. If the Patrol Officer works in excess of eight (8) hours on the holiday, he shall receive pay or compensatory time off, at his election, at double his regular straight-time hourly rate for hours worked in excess of eight (8) hours on the holiday.

A Patrol Officer not regularly assigned to patrol duties (a "specialty assignment officer") will receive holiday pay in addition to regular pay earned that week if the holiday falls on his regular day off. If the holiday falls on a regularly scheduled working day, the specialty assignment officer will have the following choices, in each case subject to assignment by or with the permission of the Department: 1) he may choose to work the holiday either on a patrol shift or performing the duties of his regular assignment, in which case he will be paid at one and one-half (1½) times his regular straight-time hourly rate for all hours worked on the holiday up to eight (8) hours and at double time after eight (8) hours worked on the holiday (52 hours' pay for the week, assuming eight (8) hours worked on the holiday and pay status without overtime for the rest of the week); 2) he may choose to take the day off and work a flex day on one of his regular days off, in which case he will receive holiday pay for the holiday in addition to his regular pay for the workweek (48 hours' pay for the week, assuming eight (8) hours worked on the flex day and pay status without overtime for the rest of the week). Police Officer pension contributions in accordance with State law shall be withheld on the eight (8) hours of holiday pay and the value of that holiday pay shall be added to the Patrol Officer's base pay for purposes of computing retirement and/or disability benefits.

Section 4.6(a). Birthday Holiday In addition to the holidays recognized in Section 4.6 Holidays, each Patrol Officer will receive a "floating day off" for his birthday each year; provided, however, that the foreseeable effect of the use of this "floating day off" at the time it is requested is not to create overtime. If the Patrol Officer's birthday falls on a regularly scheduled work day on the Officer's current work schedule, he shall receive the day off with pay. If the Patrol Officer's birthday falls on a regularly scheduled day off, the Patrol Officer may take a different day off with pay, provided that the day is taken during the same calendar year as the Officer's actual birthday. This day off will not carry over to succeeding calendar years if not used, and the Patrol Officer may not

redeem the day off for any monetary compensation or compensatory time off if the day is not used. The Patrol Officer will not be eligible for overtime compensation or premium pay ("holiday pay") if he works on his birthday, but will be entitled to take a different day off, as described above.

Section 4.7. Health and Life Insurance The Village shall offer a health and life insurance program for the Patrol Officers on the same basis as is provided to other Village employees in other bargaining units. During the term of the Agreement, the Village will maintain a health insurance plan with benefits generally similar to the coverage as exists on the effective date of this Agreement and continuing to its termination. While market and policy availability may warrant benefit changes, the Village shall attempt to maintain an insurance package similar to the current package.

Where practicable, the Village will notify members of the Union at least thirty (30) days prior to changing an insurance policy or carrier. Such notice shall contain information as to changes in insurance benefits and coverages, including any increase in insurance cost to be incurred by the Village as a result of the change.

The Village reserves the right to change any and all terms of such benefits, including, but not limited to: insurance carriers, self-insurance or risk pools; the use of a health insurance exchange to provide insurance benefits; insurance plans; medical providers; covered benefits; benefit levels; maximum limits; deductibles; co-payments; and coverage classes (e.g. single, single plus one, and family), the Village determines are warranted in its sole discretion: (1) to comply with the Patient Protection and Affordable Care Act as amended ("PPACA") and any other federal or state health care laws; (2) to avoid having to pay, whether directly or indirectly, an excise tax for high-cost coverage (also called the "Cadillac Tax") pursuant to PPACA or any other federal or state health care laws; (3) to ensure it is not subject to any penalties or fees because employees are eligible to obtain insurance through a health insurance exchange in accordance

with PPACA or any other federal or state health care laws; or (4) for any other reason, so long as such changes apply equally to other Village employees in other bargaining units.

If changes under PPACA or any other federal or state health care laws have the effect of adding substantially (fifteen percent [15%] or more) to the Village's health insurance costs, the Village may elect to immediately reopen negotiations on the issue of health insurance.

Patrol Officers shall pay for such benefits through payroll deduction according to the following schedule:

Patrol Officers shall pay as a monthly employee contribution fifteen percent (15%) of the Village's then current total monthly premium cost of health insurance for the individual Patrol Officer's class of coverage elected, unless the Patrol Officer and their spouse qualify for lower premiums under the Outcome-based Incentive Wellness Program set forth in Section 4.7(a) of this Agreement, in which case the Patrol Officer shall pay twelve percent (12%). This employee contribution will be adjusted on the date that the health insurance plan rate changes take effect. If a Patrol Officer elects to change coverage during the Village's annual enrollment period or following any qualifying event, the Patrol Officer's contribution will change from that required under the previous coverage level to the contribution required for the new coverage level. However, in no event will the Patrol Officer's contribution for the same class of coverage elected increase by more than fifteen percent (15%) over the amount of the Patrol Officer's contribution in effect prior to the date of the health insurance plan rate change.

The Village shall provide a life insurance policy at least equal to a Patrol Officer's annual base salary rounded to the nearest thousand dollars. Upon retirement, a Patrol Officer may continue coverage in a conversion plan by paying directly to the insurance carrier the applicable premium in effect, provided the insurance company permits such procedure. However, the Village does not guarantee that the insurance company will permit this procedure. Changes to the date

of the rate adjustment may only be made one time per contract term, and the Patrol Officers will be provided at least thirty (30) days notice of said change.

Section 4.7(a). Outcome-based Incentive Wellness Program Patrol Officers shall pay as a monthly employee contribution fifteen percent (15%) of the Village's then current total monthly premium cost of health insurance for the individual Employee's class of coverage elected unless the Patrol Officer and their spouse, who are both covered by the Village's group health insurance, participate in and successfully complete the Village-approved wellness screening and health risk assessment in the Village's Outcome-based Incentive Wellness Program (the Program), in which case the Patrol Officer's contribution will be twelve percent (12%) of the Village's then current total premium.

If a Patrol Officer is covered by the "Employee Only" tier of the health insurance plan, only the Patrol Officer covered must participate in the Program and must meet four (4) out of the seven (7) Village-approved healthy defining goals for the health factors defined below, to be eligible for the twelve percent (12%) employee contribution each date that the health insurance plan rate changes. If a Patrol Officer is covered by any tier of the health insurance plan which covers the spouse as a dependent, the Patrol Officer and their spouse must participate in the Program and must meet four (4) out of seven (7) Village-approved healthy defining goals for the health factors defined below. to be eligible for the twelve percent (12%) employee contribution each date that the health insurance plan rate changes..

A reasonable alternative to receive the incentive of twelve percent (12%) will be given by the wellness screening provider to those who are medically unable to meet these Program standards. Any Patrol Officer or spouse that fails to meet four (4) out of seven (7) Village-approved healthy defining goals may be evaluated by their private physician. Those Patrol Officers will be afforded the twelve percent (12%) employee contribution opportunity so long as their physician

certifies they have been evaluated for those goals and have been assigned to an appropriate treatment program. Additionally, the Patrol Officer may complete an annual physical by a physician of the employee's choosing, so long as they meet the same criteria as listed below.

The health factors and healthy defining goals for this Program are currently as follows:

<b><u>Health Factors</u></b>	<b><u>Healthy Defining Goals</u></b>
Body Mass Index	18.5-29.9
Blood Pressure	≤120/80
Fasting Blood Glucose	70-99 mg/dl
LDL Cholesterol	0-100 mg/dl
Total Cholesterol/HDL Ratio	Men 0-4.97, Women 0-4.4
Triglycerides	10-149 mg/dl
Nicotine Use	Non Nicotine User, self-reported

The Village will operate this Program using a third-party vendor, and the third-party vendor will not share with the Village any of the Patrol Officer's Private Health Information ("PHI") as part of this Program. Furthermore, if a Patrol Officer and their spouse qualify for the wellness incentive of twelve percent (12%), the vendor will not inform the Village as to whether the Patrol Officer and their spouse qualify based on acceptable ranges or whether it is based on satisfactory completion of the reasonable alternative. Instead, the vendor will only report that the Patrol Officer or their spouse does or does not qualify for the wellness incentive of twelve percent (12%).

Notwithstanding the foregoing paragraph, if a Patrol Officer or their spouse challenges in any forum the fact that he/she did not qualify for the wellness incentive of twelve percent (12%), the Village may obtain any information that is needed to evaluate the claim and to defend itself against the challenge. Any PHI obtained for this purpose will be designated as strictly confidential,

and will be destroyed upon the completion of any proceedings (including any appeal from those proceedings) related to the Patrol Officer's challenge.

Section 4.8. Personal Days Each Patrol Officer shall be entitled to four (4) personal days off with pay per contract year. Personal days must be taken in at least four (4)-hour increments and may not be taken on any of the holidays listed in Section 4.6 or on the Patrol Officer's Birthday Holiday pursuant to Section 4.6(a). Except in an emergency, a Patrol Officer intending to take a personal day must give notice to his supervisor of such intent at least forty-eight (48) hours prior to the beginning of the shift that he proposes to take as a personal day. No more than one Patrol Officer per shift may be off on a personal day, and personal days are scheduled on a first-come, first served basis. A request to take a personal day shall not be arbitrarily denied and may not be denied on the grounds that it creates an overtime situation. Officers cannot replace a personal day with other benefit time after the personal day has been added to the schedule.

Personal days may not be aggregated from year to year; a Patrol Officer shall be paid for personal day time that is unused as of the end of the fiscal year (December 31), up to a maximum of two (2) days. Any other personal days above two (2) unused days shall be forfeited without compensation if not used by December 31<sup>st</sup> of each year.

Newly hired officers will be prorated personal days based on the date of hire as outlined below. They will become eligible for the full personal day benefit effective January 1<sup>st</sup> of the year following their hire.

<u>Date of Hire</u>	<u>Personal Days Given</u>
Jan 1 <sup>st</sup> – Mar 31 <sup>st</sup>	4
Apr 1 <sup>st</sup> – Jun 30 <sup>th</sup>	3
Jul 1 <sup>st</sup> – Sep 30 <sup>th</sup>	2
Oct 1 <sup>st</sup> – Nov 30 <sup>th</sup>	1

Section 4.9. Retirement Pay Upon the retirement of a Patrol Officer with twenty (20) or more years of service, the Village will pay the Patrol Officer severance pay of one thousand five hundred dollars (\$1,500).

Section 4.10. Longevity Each Patrol Officer will receive longevity pay on December 1 of each year at the rate of fifty dollars (\$50.00) for each year of service, to a maximum of twenty (20) years.

Section 4.11. Mileage A Patrol Officer who is required by the Department to use a personal automobile on Village business will be entitled to mileage payment at the rate of thirty-one (31) cents per mile.

Section 4.12. Uniforms The Village shall furnish required uniforms and equipment for Patrol Officers required to wear uniforms. The Department shall establish standards and procedures for the issuance of such uniforms and equipment. The Patrol Officer shall be responsible for cleaning and care of uniforms and equipment, and for keeping uniforms in a neat and serviceable condition. Uniforms damaged in the line of duty shall be replaced.

A Patrol Officer who is assigned to Detectives, Gang and Drug Unit, or Community Resource Officer (only if such position is assigned to a sworn Patrol Officer) shall receive three hundred dollars (\$300.00) for each six (6) months, on a prorated basis, that the Patrol Officer is in a permanent non-uniform assignment.

- January to February and July to August: \$100
- January to April and July to October: \$200
- January to June and July to December: \$300

Uniform allowance payments provided by this paragraph will be paid within thirty (30) days of January 1 and July 1 of each previous six-month period. The Village may require Patrol Officers not in uniform to meet standards of dress.

Section 4.13. Death of a Patrol Officer Upon the death of a Patrol Officer, the Patrol Officer's personal representative or executor of the Patrol Officer's estate or other person deemed entitled thereto shall receive compensation for all salary earned but unpaid, including longevity and unused vacation leave as well as pay for accumulated sick leave as provided in Section 4.1.

Section 4.14. Field Training Officers A Patrol Officer assigned as a field training officer shall receive one (1) hour of straight pay or compensatory time for every eight (8) hours that he actually works with a new recruit in accordance with the assignment.

Section 4.15 Canine Officer(s) For the off-duty care of their respective police dogs, the Canine Officer(s) will be released from duty thirty (30) minutes before the end of their shift during each scheduled work or training day and receive three (3) hours of overtime pay (at the individual officer's pay rate) each pay period.

Canine Officers will continue to receive overtime compensation (at the individual officer's pay rate) for unusual circumstances related to the care of their respective police dogs (emergency vet visits, etc.).

Pursuant to 29 C.F.R. 785.23, the parties agree that this is a reasonable agreement regarding the compensation of the Canine Officers that takes into account all of the pertinent facts regarding the work performed by the officers after hours.

## **ARTICLE V – HOURS OF WORK AND OVERTIME**

Section 5.1. Regular and Overtime Hours The regular assigned duty hours for Patrol Officers are an average of forty (40) hours per week within a work period (tour of duty) of twenty-eight (28) days, as established by the Village. A Patrol Officer who is required to work in excess of his regular shift schedule as established by the Village will receive one and one-half (1½) times his regular straight-time hourly rate for all hours worked in excess of his regularly scheduled hours of

work in any one workweek. Paid time off for vacations, emergency leave, birthday holiday time, and work-related injury shall count as hours worked for overtime compensation purposes. The workweek shall be established from time to time by the Village.

Patrol Officers will be given first consideration for the filing of regular patrol shift schedule overtime assignments. Patrol shift schedule overtime assignments not filled by Patrol Officers within forty-eight (48) hours of the start of the shift during which the overtime is to be worked may be filled by Sergeants. Bids for fee-based overtime assignments are awarded on the basis of Department seniority, regardless of rank. Detectives, Crime Prevention Officers, and School Resource Officers are considered day shift for purposes of patrol shift schedule overtime assignments, and Community Response Team members are considered afternoon shift for these purposes.

Section 5.2. Court Time A Patrol Officer required to appear in court when not on duty shall receive a minimum of two (2) hours pay or compensatory time off (as provided in Section 5.6) at the rate of one and one-half (1½) times his regular straight-time hourly rate. As the two (2)-hour minimum pay or compensatory time off applies to the Traffic and Misdemeanor Division sitting as branch court in the Village of Carpentersville Village Hall, the Village will consider the morning and afternoon sessions as two (2) separate court appearances. Patrol Officers required to attend both morning and afternoon sessions shall receive the two (2)-hour minimum pay or compensatory time off for each session attended. The two (2)-hour minimum pay or compensatory time off shall not apply to any work or court appearances during hours contiguous with the Patrol Officer's regularly scheduled hours.

Section 5.3. On-Call Status A Patrol Officer on required on-call status shall receive a minimum of two (2) hours pay at one and one-half (1½) times his regular straight-time hourly rate for a twenty-

four (24)-hour period of on-call. In the event the Patrol Officer is called out, the Patrol Officer shall not receive additional compensation for the first two (2) hours.

Section 5.4. Department Meetings Patrol Officers shall attend, at the option of the Village, up to two (2) Department meetings each year. No such meeting shall be longer in duration than two (2) hours. Patrol Officers shall be paid at their regular rate of pay for attendance at such meetings. Hours spent at such meetings shall not count as hours worked for purposes of overtime pay.

Section 5.5. Shift Preferences Patrol Officers may submit shift assignment preferences for the following year by submitting such preferences in writing to the Chief of Police or his designee before October 1<sup>st</sup> of the year preceding the year in which such assignments are to be effective, and the Chief of Police or his designee shall have on or before November 1<sup>st</sup> to 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, and shall give consideration to the relative seniority of the officers making 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 initially assigned for reasons having to do with the operational needs of the Department, such as the need for qualified Patrol Officers to fill permanent assignments, seniority imbalances among shifts, and the need for closer supervision of Patrol Officers with performance problems. A Patrol Officer shall be given as much advance notice as practicable before being transferred, and shall not be transferred for arbitrary, capricious or discriminatory reasons.

Section 5.6. Compensatory Time Off In lieu of overtime pay under Section 5.1 or Section 5.2, a Patrol Officer may elect to accrue and bank up to eighty (80) hours of compensatory time off. Except as limited by the terms of this Section 5.6, the option of accruing and banking compensatory time off or receiving overtime pay shall be within the sole discretion of the Patrol Officer who is entitled to be compensated for overtime work. Compensatory time off shall accrue at the rate of one and one-half (1½) times his regular straight-time hourly rate for each hour of overtime worked, up to the eighty (80) hour limit on accrual set forth above. Once the eighty (80) hour limit on compensatory time off has been reached, all overtime worked in excess of that limit shall be compensated by overtime pay.

Overtime assignments will be made irrespective of the known or suspected preferences of the Patrol Officer involved concerning pay or compensatory time off as compensation for overtime worked.

A Patrol Officer desiring to schedule compensatory time off shall submit an Overtime/Vacation request form or other approved form at least forty-eight (48) hours prior to the beginning of the shift that he 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. Compensatory time off may not be scheduled in advance to be taken on holidays listed in Section 4.6, or on the Patrol Officer's Birthday Holiday listed in Section 4.6(a); however, the Shift Supervisor may approve a request for compensatory time off on a holiday once the shift on that holiday has begun if, in the sole discretion of Police Department management, it is determined that the Patrol Officer can use compensatory time off that shift without adversely affecting staffing levels.

A request for use of accrued compensatory time off shall not be arbitrarily denied. However, compensatory time off must be taken in increments of at least one hour each, and compensatory time off will not be granted in the middle of a shift (i.e., compensatory time off will

not be granted for the purpose of enabling a Patrol Officer to leave and come back to work during the same shift).

Requests for compensatory time off shall be considered on a first-come, first served basis, except that requests for compensatory time off on a holiday shall be considered in seniority order.

At any time during the fiscal year, a Patrol Officer with at least eight (8) hours of banked compensatory time off may elect to cash out that compensatory time off by filing an appropriate form with the Police Department. Banked compensatory time off, if cashed out, must be cashed out in minimum increments of eight (8) hours. A maximum of forty (40) hours of compensatory time off may be carried forward from one fiscal year to the next. A Patrol Officer may not have more than eighty (80) hours of compensatory time in his bank at any time. A Patrol Officer who wishes to carry forward banked compensatory time off into the next fiscal year must notify the Chief of Police by December 15 of that fact and the specific number of hours of compensatory time off to be carried over. Any compensatory time that is in a Patrol Officer's compensatory time bank as of the end of the fiscal year (December 31<sup>st</sup>) or not requested to be carried forward as described above, shall be paid in January of the same year at the pay rate in effect at which time the compensatory time was earned. If no request to carry forward compensatory hours is received by the Chief of Police, a payout of the hours in the Patrol Officer's compensatory time bank will be made.

If any portion of this Section 5.6, Compensatory Time Off, is found to violate the Fair Labor Standards Act, then this Section 5.6 shall immediately be subject to a negotiations re-opener with respect to this Section only.

Section 5.7 Part-time Patrol Officers The Village reserves its managerial right to utilize the services of part-time Patrol Officers to perform work historically performed by full-time Patrol

Officers. However, part-time Patrol Officers may not be utilized to replace full-time Patrol Officers who are placed on layoff status.

## **ARTICLE VI – GENERAL PROVISIONS**

Section 6.1. Pledge Against Discrimination and Coercion The provisions of this Agreement and Departmental rules shall be applied equally to all patrol officers in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation or Union membership. The Union shall share equally with the Village the responsibility for applying this provision of the Agreement.

All references to Patrol Officers in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female Patrol Officers.

The Village and the Union agree not to interfere with the rights of Patrol Officers to become members or not to become members of the Union and there shall be no discrimination, interference, restraint or coercion by the Village against any Patrol Officer because of Union membership or non-membership, or because of any lawful and appropriate activity of a Patrol Officer in an official capacity on behalf of the Union.

The Union recognizes its responsibility as bargaining agent and agrees to represent all Patrol Officers in the bargaining unit without discrimination, interference, restraint or coercion.

Section 6.2. Seniority For purposes of this Agreement, seniority for non-probationary Patrol Officers shall consist of continuous service with the Village as sworn officers in the Police Department. Seniority shall date from original date of hire once the probationary period has been served and shall not be affected by periods of absence that qualify as "creditable service" within the meaning of 40 ILCS 5/3-110.

If a Patrol Officer should resign voluntarily and later be rehired, seniority shall start from the date of rehire and shall not include credit for any period of service prior to his voluntary resignation.

Section 6.3. Residency All Patrol Officers shall be required to reside within thirty-five (35) miles of the Village limits. New Patrol Officers hired after the effective date of this Agreement shall be required to establish residency within the thirty-five (35) mile limit within one year from the date of hire.

Section 6.4. Rules The Village shall have the right to promulgate rules and regulations. When existing rules are changed or new rules are established, they shall be posted prominently on Union bulletin boards. Rules and regulations will not be enforced in an arbitrary or capricious manner.

The Village further agrees to furnish each Patrol Officer with a copy of all existing work rules within thirty (30) days after they become effective. New Patrol Officers shall be provided with a copy of the rules at the time of hire, and shall sign an acknowledgment of receipt of same.

Rules, and changes in rules, may be provided to Patrol Officers by electronic transmission in lieu of, or in addition to, hard copies of rules.

Section 6.5. Replacement of Personal Property The Village will reimburse a Patrol Officer in the following amount for personal property lost or damaged while on duty:

1. Watch - \$60.00;
2. Eye glasses- \$200.00;
3. Pistol grips and sights broken in line of duty to be repaired or replaced by Village;
4. Contact lenses- \$100.00 per lens;
5. Dentures or partials to be replaced or repaired by the Village.

If those costs are recovered through the court, they are to be turned over to the Village.

Section 6.6. Access to Personnel Records A Patrol Officer shall be provided with access to his personnel records in accordance with the Personnel Record Review Act, as amended, 820 ILCS 40/0.01, et seq. Upon written request of the Patrol Officer following any such personnel records review, any record of a prior oral or written reprimand that was issued more than five (5) years before the date of the request shall be removed and/or disregarded in the imposition of future discipline provided that the Patrol Officer has not received additional discipline for the same or substantially similar offense during the five (5) year period following the date of the incident giving rise to the oral or written reprimand.

Section 6.7. Discipline Should the Village provide body cameras for its officers; the Village will meet with the Union to discuss the impact on the officers.

## **ARTICLE VII – GRIEVANCE PROCEDURE**

Section 7.1. Definition A grievance is defined as a difference of opinion between a Patrol Officer and the Village with respect to the meaning or application of the express terms of this Agreement excluding, however, matters subject to the Carpentersville Board of Fire and Police Commissioners. Final disciplinary authority and responsibility rests with the Chief of Police or his designee and may only be challenged pursuant to the grievance procedure as described in this Article. A Patrol Officer issued discipline where the penalty results in suspension of four (4) days or less may only appeal such discipline through the grievance procedure set forth in this Article, except that the discipline resolution process must end at Step 4. A Patrol Officer issued discipline where the penalty results in suspension of five (5) days or more or termination may only appeal such discipline through the grievance procedure set forth in this Article, except that the discipline resolution process shall begin at Step 4.

Section 7.2. Settlement Procedure The following procedure will be followed to settle grievances:

- Step 1: A Patrol Officer with a grievance should first attempt to resolve it informally with his immediate supervisor as soon as practicable after the incident giving rise to the grievance occurs, and the supervisor should respond to the Patrol Officer as soon as practicable after the matter is brought to him. Neither the grievance nor the response is required to be put in writing at this step, although the supervisor should make a note of the date and time that the grievance was discussed and/or resolution attempted.
- Step 2: If the grievance is not settled in Step 1, the Patrol Officer must, within ten (10) working days of the occurrence of the event giving rise to the grievance, file a written grievance with his Commander. The Commander shall have five (5) working days in which to file a written response to the Patrol Officer. If the written grievance so requests, and the Commander so agrees in writing, this Step may be bypassed and the grievance forwarded directly to Step 3. If Step 2 is bypassed, the Commander's written response to the grievance need not be filed, and the date that the grievance is forwarded to Step 3 shall be treated, for purposes of the time limits set forth in Step 3, as the date of timely filing of an appeal to Step 3.
- Step 3: If the grievance is not settled in Step 2, the Patrol Officer may, within five (5) working days from receipt of the answer in Step 2, appeal in writing to the Chief of Police. Within ten (10) working days, at a time and place designated by the Chief of Police, a meeting will be held between the Patrol Officer (and, if he so desires, the Union Steward) and the Chief of Police, the Sergeant, the Commander, and any other appropriate members of the Police Department. A report of the findings will be given by the Chief of Police to the Patrol Officer within ten (10) working days of such meeting.
- Step 4: If the grievance is not settled in Step 3, the Patrol Officer may, within five (5) working days of receipt of Step 2 answer, file an appeal to the Village Manager. The Village Manager shall render an answer in writing within ten (10) working days of such appeal. Copies of such answer will be sent to the Patrol Officer. Either party may audio record the meeting in Step 3 at his or her own expense provided prior notice is given the other party.
- Step 5: If the grievance remains unsettled, either party may request arbitration consistent with the provisions of this Agreement.

Section 7.3. Time Limits Grievances shall be raised and settlements attempted promptly.

Accordingly, in order to be considered, a grievance must be filed in writing not later than ten (10) working days after the occurrence of the event giving rise to the grievance. If not filed within the applicable time limit, the grievance shall be deemed to have been "waived," and shall not be

processed further. Similarly, if a grievance is not appealed to any step of the grievance procedure or to arbitration within the time limits set forth herein, it shall be considered to have been settled on the basis of the Village's last answer. If the Village does not answer a grievance at any step of the grievance procedure within the time limits specified, the Patrol Officer and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step of the grievance procedure. Any of the time limits referred to in this Section may be extended by mutual agreement in writing.

Section 7.4. Selection of the Arbitrator If the Union elects to appeal a grievance to arbitration it must do so within thirty (30) calendar days of when the Step 4 answer was due. The parties shall first attempt to agree upon an arbitrator to hear and decide the grievance. If the parties are unable to agree on an arbitrator within ten (10) working days of the appeal to arbitration, either party shall request the American Arbitration Association and/or Federal Mediation and Conciliation Service to submit a panel of arbitrators. Each party retains the right to reject one panel in its entirety and to request a new panel.

Section 7.5. Hearing Procedure Arbitration hearings shall be held at Village Hall unless the parties mutually agree in writing to a different site. No more than one grievance shall be submitted for determination by the arbitrator except by written agreement to the contrary; provided, that if more than one grievance arose out of the same factual situation the grievances may be presented to the arbitrator at the same hearing. At the arbitration hearing, each side shall be afforded the opportunity to be represented by representatives of its own choosing, to state a position, and to present witnesses on its behalf. Joint expenses of arbitration (including the fees and expenses of the arbitrator and the cost, if any, of the hearing room) shall be divided equally between the Village and the Union. Each party, however, shall be responsible for compensation of its own representatives and witnesses, including, in the case of the Union, employee witnesses and/or

non-witnesses subpoenaed or requested to be at the hearing by the Union who are excused from work by the Village to attend the hearing.

Section 7.6. Authority of the Arbitrator The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him by the parties at the hearing and shall have no authority to make a decision on any issue not so submitted to him. The arbitrator shall be without power to make decisions on grievances over Management Rights reflected in Article I or a decision contrary to or inconsistent with applicable federal or state law, or applicable rules and regulations of government agencies having the force and effect of law. Improperly filed grievances and matters which do not meet the definition of a grievance are not subject to arbitration. The decision shall be based solely on his interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented, consistent with applicable law. Any arbitration decision shall be issued within thirty (30) calendar days of the hearing or filing of briefs.

Section 7.7. "Working Days" Defined As used in this Article, the term "working days" shall mean Monday through Friday, excluding Saturdays, Sundays, and holidays.

## **ARTICLE VIII – NO STRIKES – NO LOCKOUTS**

The Union, its officers and agents and the Patrol Officers covered by this Agreement agree not to instigate, promote, sponsor, engage in or condone any strike, slowdown, concerted stoppage of work or any other intentional interruption of operations. The Village will not lock out any Patrol Officer as the result of a labor dispute with the Union.

## **ARTICLE IX – GENERAL CONDUCT**

Patrol Officers, as members of the public service, must conduct themselves in a manner so as to bring credit to the Police Service. All Patrol Officers shall abide by the rules and regulations of the Village of Carpentersville, the Village of Carpentersville Board of Fire and Police Commissioners rules and regulations of the Village of Carpentersville Police Department, and the laws of the State of Illinois and the United States of America.

## **ARTICLE X – WAGES**

Wage schedules for active Patrol Officers, showing monthly wage rates to be paid to Patrol Officers for the duration of this Agreement, including pay for hours worked retroactive to the effective date of the current Agreement only, are set forth along with the Educational Incentive Plan for Patrol Officers in Appendix A to this Agreement. Officers who retired in good standing or were placed on disability pension on or after January 1, 2020 and prior to the ratification of this current contract, shall be entitled to retroactive salary increases under this Agreement for hours worked while they were on active duty status. Paying retroactive increases under this Agreement shall not constitute the status quo or past practice for retroactive pay for future agreements, with such remaining subject to bargaining.

## **ARTICLE XI – TERMINATION AND LEGALITY CLAUSES**

If any provision of this Agreement is subsequently declared by legislative, executive or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

This Agreement constitutes the entire agreement between the parties and concludes collective bargaining on any subject covered by this Agreement for the term of the Agreement.

## **ARTICLE XII – DRUG AND ALCOHOL TESTING**

The Village's drug and alcohol policy, as it applies to Patrol Officers, shall be as set forth in Appendix B to this Agreement.

## **ARTICLE XIII – OFFICER IN CHARGE**

When a Patrol Officer is assigned by management to work for one full hour or more as Officer in Charge (OIC), he shall be paid a five percent (5%) OIC differential, to be paid on an hour-for-hour basis for each hour worked as an OIC. It is understood that no OIC will be appointed except in the absence from duty of an assigned duty supervisor.

## **ARTICLE XIV – UNION REPRESENTATIVES**

Upon giving notice to and receiving permission from his supervisor, which permission shall not unreasonably be withheld, a Union representative shall be excused from his regular duties for a reasonable period of time, without loss of pay, for the purpose of representing officers in the handling and processing of grievances or as otherwise provided by the Uniform Peace Officers' Disciplinary Act and/or the Illinois Public Labor Relations Act. It is understood by the parties that such activities are subordinate to the staffing needs of the Department and the requirements of police service to the citizens of Carpentersville.

## **ARTICLE XV – LABOR-MANAGEMENT MEETINGS**

Section 15.1. Meeting Request The Union and the Village agree that, in the interest of efficient management and harmonious employee relations, labor-management meetings may be held on a monthly or as-needed basis, on such dates and at such times as may be mutually agreed, between Union representatives and the Chief of Police. Such meetings may be regularly scheduled or requested by either party at least seven (7) days in advance by submitting a written

request to the other party. Issues at any such meeting shall be limited to:

- (a) issues of mutual concern to the Union and the Police Department;
- (b) safety issues; or
- (c) notifying the Union of changes in scheduling, equipment or procedure.

Section 15.2. Content It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at labor-management meetings nor shall negotiations for the purpose of altering any of the terms of this Agreement be conducted at such meetings.

Section 15.3. Attendance Attendance at labor-management meetings shall be voluntary on the part of employee-members. Attendance during such meetings shall not be considered time worked for compensation purposes, unless a meeting is scheduled at the request or consent of the Village during the regularly scheduled duty hours of a Patrol Officer, and provided that no overtime liability shall be incurred as a result of such attendance. Patrol Officers attending during their regularly scheduled duty hours shall remain available for emergency response if required. Normally, no more than three (3) persons each from the Village and the Union shall attend these meetings, schedules permitting.

## **ARTICLE XVI – JOB POSTING**

Permanent assignments (such as detective, evidence technician or dog handler) shall be posted in the Department for a sufficient time prior to the assignment to give interested Patrol Officers an opportunity to bid for the assignment by submitting their names and qualifications to the Chief of Police in writing. A permanent assignment is one that involves continuing responsibilities as opposed to short-term or temporary responsibilities. It is understood that all such assignments

are within the discretion of the Chief of Police and are not subject to the grievance and arbitration procedure of this Agreement.

## **ARTICLE XVII – PENSION PICKUP**

Section 17.1. Pickup of Officers' Contributions Pursuant to 40 ILCS 5/3-125.2 and subject to approval by the Internal Revenue Service (IRS) and the Board of Trustees of the Police Pension Fund (Trustees), the Village will pick up the Patrol Officers' contributions required by 40 ILCS 5/3-125.2 for all salary earned after May 1, 1991. The contributions thus picked up shall be treated as employer contributions in determining tax treatment under the United States Internal Revenue Code (IRC). However, the Village will continue to withhold Federal and State income taxes based upon these contributions until the IRS has ruled, pursuant to Section 4 14(h) of the IRC, that these contributions are not included as gross income of the Patrol Officers until such time as they are distributed or made available. No Patrol Officer shall be given the option of choosing to receive the contributed amounts directly instead of having them paid by the Village to the Police Pension Fund.

Section 17.2. Indemnification The Union shall indemnify, defend, and hold the Village, its officers, officials, agents, and employees harmless against any claim, demand suit or liability (monetary or otherwise), and for all legal costs arising from any action taken or not taken by the Village, its officers, officials, agents, and employees in complying with the pickup provision set forth in this Article XVII.

## **ARTICLE XVIII – OFFICER INVOLVED SHOOTING**

Nothing in this Policy is intended to, nor shall it, limit or bar the Village from fulfilling its requirements pursuant to 50 ILCS 727/1-25, as may be amended. The parties understand that

each law enforcement officer, including every Officer, who is involved in an officer-involved shooting, as defined by 50 ILCS 727/1-25(a), must submit to drug and alcohol testing as soon as is practicable following an officer-involved shooting, which must be no later than the end of the shift of the officer involved in the shooting. To the extent possible, the provisions of this Policy shall govern the manner in which such testing is done, but where the Policy is incompatible or impracticable to follow in relation to the requirements of 50 ILCS 727/1-25, the Village has full authority to require the officer to take whatever actions are necessary under the law. For the purpose of clarity, the parties agree that a person “involved in” an officer involved shooting is defined to mean any officer who discharged a firearm thereby causing injury or death to a person or persons. If multiple officers discharged a firearm and it is unclear whose bullet struck the person or persons, then all officers who discharged their firearm in the direction of the subject shall be required to submit to drug and alcohol testing.

The parties agree that 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. Testing shall only be done by urinalysis or breathalyzer if feasible under the circumstances, however blood tests may be administered in circumstances where a urinalysis and breathalyzer are not feasible. This does not limit the Village’s right to obtain test results via other legal process.

#### **ARTICLE XIX – TERM**

This Agreement shall be effective on execution and all changes in the Agreement from the prior (2016-2019) collective bargaining agreement shall be made as provided herein. The Agreement will remain in effect until the thirty-first (31<sup>st</sup>) day of December, 2022.

This Agreement shall automatically be renewed from and after the thirty-first (31<sup>st</sup>)

day of December, 2022, for successive terms of one year each unless either party shall notify the other in writing not less than sixty (60) days prior to December 31, 2022 or any successive end of term date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin not later than thirty (30) days prior to the end of the term date. This Agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this Agreement is given by either party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement on December 31<sup>st</sup> 2022, or any subsequent December 31, written notice must be given to the other party not less than sixty (60) days prior to its termination date. Otherwise, the Agreement shall automatically renew from year to year; provided, however, that if negotiations on modification have commenced as provided for in the preceding paragraph, either party may terminate this Agreement upon written notice on the later date of the following two (2) dates: sixty (60) days following said written notice or sixty (60) days following the anniversary date provided for in the Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

FOR THE VILLAGE:

FOR THE UNION:

\_\_\_\_\_

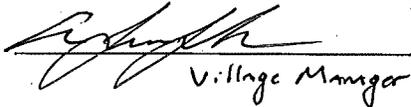
\_\_\_\_\_

this Agreement is given by either party in the manner set forth in the following paragraph.

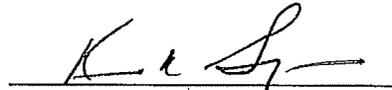
In the event that either party desires to terminate this Agreement on December 31<sup>st</sup> 2022, or any subsequent December 31, written notice must be given to the other party not less than sixty (60) days prior to its termination date. Otherwise, the Agreement shall automatically renew from year to year; provided, however, that if negotiations on modification have commenced as provided for in the preceding paragraph, either party may terminate this Agreement upon written notice on the later date of the following two (2) dates: sixty (60) days following said written notice or sixty (60) days following the anniversary date provided for in the Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands this 2nd  
day of November, 2021.

FOR THE VILLAGE:

  
Village Manager

FOR THE UNION:



## APPENDIX A – WAGE SCHEDULES

### Section A.1 2020 Wage Schedule Annual Pay Range Steps Effective January 1, 2020 (Restructured\*)

<b>Education</b>	<b>Start</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>
With	\$68,000	\$72,200	\$76,400	\$80,600	\$84,800	\$89,000	\$93,200	\$97,925
With	\$32.69	\$34.71	\$36.73	\$38.75	\$40.77	\$42.79	\$44.81	\$47.08
Without	\$64,736	\$68,734	\$72,733	\$76,731	\$80,730	\$84,728	\$88,726	\$93,225
Without	\$31.12	\$33.05	\$34.97	\$36.89	\$38.81	\$40.73	\$42.66	\$44.82

\*If an officer receives less than the equivalent of a 1.75% cost of living adjustment by their placement on the 2020 Restructured Wage Schedule compared to their placement on the 2019 Wage Schedule, they shall receive a prorated, non-pensionable, non-precedential equity adjustment of what the cost of living adjustment would be to equal 1.75% over the 2019 Wage Schedule. If an officer receives more on the 2020 Restructured Wage Schedule than they would have received under the 2019 Wage Schedule plus a 1.75% cost of living adjustment, nothing more will be done.

### Section A.2 2021 Wage Schedule Annual Pay Range Steps Effective January 1, 2021 (1.75% increase from January 1, 2020 Rates)

<b>Education</b>	<b>Start</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>
With	\$69,190	\$73,464	\$77,737	\$82,011	\$86,284	\$90,558	\$94,831	\$99,638
With	\$33.26	\$35.32	\$37.37	\$39.43	\$41.48	\$43.54	\$45.59	\$47.90
Without	\$65,869	\$69,937	\$74,006	\$78,074	\$82,142	\$86,211	\$90,279	\$94,855
Without	\$31.67	\$33.62	\$35.58	\$37.54	\$39.49	\$41.45	\$43.40	\$45.60

### Section A.3 2022 Wage Schedule Annual Pay Range Steps Effective January 1, 2022 (1.75% increase from January 1, 2021 Rates)

<b>Education</b>	<b>Start</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>
With	\$70,401	\$74,749	\$79,097	\$83,446	\$87,794	\$92,142	\$96,491	\$103,250
With	\$33.85	\$35.94	\$38.03	\$40.12	\$42.21	\$44.30	\$46.39	\$49.64
Without	\$67,022	\$71,161	\$75,301	\$79,440	\$83,580	\$87,719	\$91,859	\$98,294
Without	\$32.22	\$34.21	\$36.20	\$38.19	\$40.18	\$42.17	\$44.16	\$47.26

## EDUCATIONAL PAY PLAN

Patrol Officers shall receive the base Patrolman pay identified above when a Patrol Officer meets one or more of the following:

- A. A degree of Associate in Arts, General Studies in Law Enforcement, Police Science or Police Administration with a minimum grade average of "C" in 60 semester hours of work.
- B. A degree of Associate in Arts or Associate in General Studies in any field, but with a minimum of 12 semester hours in Law Enforcement subjects and a minimum overall grade of "C".
- C. A degree of Bachelor of Arts, Science, Law, or in other areas of study with a minimum of 12 semester hours in Law Enforcement subjects and a minimum overall grade of "C".

No course work taken after the effective date of the Agreement shall be recognized as a Law Enforcement course unless the Patrol Officer has received prior approval of the course from the Chief of Police. Under no circumstances will field courses, independent studies, credit for work experience, ride along programs or similar credit or course work be considered as a Law Enforcement subject.

Patrol Officers who have not completed any of the above education qualifications will be paid at a rate of 95.2% of the Patrolmen wage rate. Patrol Officers not eligible to be paid at the Patrolman rate will become eligible for the full pay rate once they have attained the minimum education requirements outlined in this Appendix.

## **APPENDIX B – DRUG AND ALCOHOL TESTING**

Section B.1. General Policy Regarding Drugs and Alcohol. The use of illegal drugs and the abuse of alcohol or prescription drugs by members of the Police Department present unacceptable risks to the safety and well-being of other employees and the public, invite accidents and injuries, and reduce productivity. In addition, such conduct violates the reasonable expectations of the public that the Patrol Officers who serve and protect them obey the law and be fit and free from the effects of drug and alcohol abuse.

In the interest of employing persons who are fit and capable of performing their jobs, and for the safety and well-being of employees and residents, the Village and the Union agree to establish a program that will allow the Village to take the necessary steps, including drug and/or alcohol testing, to implement a general policy regarding drugs and alcohol.

The Police Department has the responsibility to provide a safe work environment as well as a paramount interest in protecting the public by ensuring its patrol officers are physically and emotionally fit to perform their jobs at all times. For these reasons, the abuse of alcohol substances by Department members is strictly prohibited on or off duty. Violation of these policies will result in disciplinary action up to and including discharge.

Employees covered by this Agreement are prohibited from the voluntary consumption, possession, sale, purchase, or delivery of cannabis or cannabis-infused substances while on or off duty, even though Illinois law may permit certain individuals to possess and use cannabis or cannabis-infused substances. However, an employer may not take adverse employment action against an employee based solely on the lawful possession or consumption of cannabis or cannabis-infused substances by members of the employee's household (see 410 ILCS 705/10-35).

Section B.2. Definitions.

A. "Drugs" shall mean any controlled substance listed in 720 ILCS 570/100 et seq., known as the Controlled Substances Act, and any substances listed in 720 ILCS 550/1 et seq., known as the Cannabis Control Act, for which the person tested does not submit a valid pre-dated prescription. In addition, it includes "designer drugs" which may not be listed in the Controlled Substances Act or the Cannabis Control Act, but which have adverse effects on perception, judgment, memory or coordination. Among the drugs covered by this policy are the following:

	Barbiturates	Steroids
	Glutethimide	Psilocybin-psilocin
	Methaqualone	MDA
Opium	Tranquilizers	PCP
Morphine	Cocaine	Chloral Hydrate
Codeine	Amphetamines	Methylpenidate
Heroin	Phenmetrazine	Hash
Meperidine	LSD	Hash Oil
Marijuana	Mescaline	

B. The term "drug abuse" includes the use of any controlled substance which has not been legally prescribed and/or dispensed.

C. The term "under the influence" means impairment by virtue of the ingestion of alcohol or proscribed drugs. In the case of alcohol, impairment is presumed if urine, blood, or breathalyzer test results show any blood alcohol content (BAC). In the case of proscribed drugs, impairment is presumed by the presence of any amount of one or more proscribed drugs in the system of the Patrol Officer being tested.

Section B.3. Prohibitions. Patrol Officers shall be prohibited from:

A. Consuming or possessing alcohol or proscribed drugs (as defined in Section B.2 above)

at any time during the work day on any of the Village's premises or job sites, including all Village buildings, properties, vehicles and the Patrol Officer's personal vehicle while engaged in Village business, unless engaged in a lawful investigatory function.

B. Using, selling, purchasing or delivery of any proscribed drug during the work day or when off duty, unless engaged in a lawful investigatory function.

C. Being under the influence of alcohol or proscribed drugs during the course of the work day, or being under the influence of prescribed medication that materially impairs the Patrol Officer's ability to perform his job duties safely and effectively.

D. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Violation of these prohibitions may result in disciplinary action, up to and including discharge.

Section B.4. The Administration of Tests. The Village may require a Patrol Officer to submit immediately to breathalyzer, blood, and/or urine tests on a random or specified situation basis, or if the Village otherwise determines there is probable cause for such testing. If a Patrol Officer is required to undergo such testing based on probable cause, the Village will provide the Patrol Officer with the basis for such probable cause in writing at or about the time the test is administered. If the written basis is not provided prior to the actual test, a verbal statement of the basis will be provided prior to administering the test.

Random testing shall be done on dates and at times and places designated by the Village's then current Occupational Health provider. A Union representative shall be advised of the date, time, and place for the testing and the name(s) of the Patrol Officer(s) to be tested. The Union shall have the right to have a Union representative present at the test site, provided that the Union representative is available within one hour of when the Union is notified.

Specified situation testing may occur in the following circumstances:

- (a) Upon assignment of a Patrol Officer to a special duty assignment such as the North Central Narcotics Task Force, and upon his return to duty with the Department;
- (b) If a Patrol Officer is involved in a motor vehicle accident while in the performance of his duty;
- (c) Upon promotion to a higher rank;
- (d) If the Patrol Officer has experienced excessive absenteeism or tardiness under circumstances giving rise to a suspicion of off-duty drug or alcohol abuse.
- (e) If the Patrol Officer is involved in the use of deadly force.

The Village may use breathalyzer tests as well as urine or blood tests for alcohol testing. For drug/alcohol tests not involving a breathalyzer, the Village shall use only licensed clinical laboratories and shall have a supervisor accompany the Patrol Officer being tested to the testing facility. The testing facility shall be responsible for maintaining the proper chain of custody. The taking of urine samples shall not be witnessed unless there is probable cause to believe the Patrol Officer is tampering with the testing procedure. If the first test results in a positive finding, a confirmatory test (GC/MS or a scientifically accurate equivalent) shall be conducted. An initial positive result shall not be submitted to the Village unless a confirmatory test result is also positive as to the same sample. Upon request, the Village shall provide a Patrol Officer with a copy of any test results which the Village receives with respect to such Patrol Officer.

A portion of the tested sample shall be retained by the laboratory so that the Patrol Officer may arrange for another confirmatory test (GC/MS or a scientifically accurate equivalent) to be conducted by a licensed clinical laboratory of the Patrol Officer's choosing and at the Patrol Officer's expense. Once the portion of the tested sample leaves the clinical

laboratory selected by the employer from the list maintained by the Village, the Patrol Officer shall be responsible for maintaining the proper chain of custody for said portion of the tested sample.

Within two (2) working days after the test is administered, the Patrol Officer may request a meeting with the Chief of Police, with or without Union representation. At any such meeting, the Patrol Officer and/or the Union may raise issues relating to the testing, including probable cause. The Patrol Officer shall also have a one-time only option at this meeting to admit to a drug/alcohol problem and to seek assistance from the Village's Employee Assistance Program ("EAP"). This option is not available in specified situation testing situations b. or e. above, or in the case of any conduct that is prohibited under Section B.3 above, or is otherwise subject to discipline, and/or that constitutes grounds for prosecution under the criminal or traffic laws of the State of Illinois and/or ordinances of any municipality. If the limited option is available to the Patrol Officer, and the Patrol Officer invokes this option, the test results shall not be made available to the Village. However, the Village still retains the right to ensure the Patrol Officer's fitness for duty prior to the Patrol Officer's returning to full-duty status. If the Patrol Officer invokes the one-time only option, the Patrol Officer may be required to enter and successfully complete the EAP or other treatment program. The Patrol Officer may also be required to submit to periodic, non-random testing with the understanding that if the Patrol Officer again tests positive, the Village may take such action as the Village in its discretion deems appropriate. The Village in any event retains the right to take such action as the Village in its discretion deems appropriate if a Patrol Officer engages in conduct prohibited by Section B.3 of this Appendix, or engages in conduct that is otherwise subject to discipline and is aggravated by drug or alcohol abuse.

Except where the Patrol Officer invokes the one-time only option to admit to the problem

and to seek assistance from the EAP, the results of any positive tests shall be made available to the Village. If a Patrol Officer tests positive for the use of a proscribed drug, the Village may take such action as the Village in its discretion deems appropriate. The first time a Patrol Officer tests positive for substance abuse involving something other than a prescribed drug, and/or if the Patrol Officer invokes the one-time only option to admit to the problem and to seek assistance from the EAP, the Patrol Officer shall be required to enter and successfully complete the EAP, during which time the Patrol Officer may be required to submit to random testing with the understanding that if the Patrol Officer again tests positive the Village may take such action as the Village in its discretion deems appropriate. The Village in any event retains the right to take such action as the Village in its discretion deems appropriate if a Patrol Officer engages in conduct prohibited by Section B.3 of this Appendix, or in conduct that is otherwise subject to discipline and is aggravated by drug or alcohol abuse.

Conduct prohibited by Section B.3 of this Appendix shall be cause for discipline, including termination, subject to the grievance and arbitration procedure set forth in Article VII of this Agreement.

Section B.5. Voluntary Requests for Assistance. Except where there is imminent danger to the life of a Patrol Officer or others and except where the Patrol Officer has invoked the one-time only option to admit to the problem and to seek the assistance provided for in Section B.4, above, the administrator of the Village's EAP shall maintain in strict confidentiality the fact that a Patrol Officer has voluntarily sought assistance from the Village's EAP. Seeking confidential assistance from the Village's EAP shall not be grounds for disciplinary action; however, the seeking of such confidentiality assistance also shall not insulate a Patrol Officer from the consequences of engaging in conduct prohibited by Section B.3.

Section B.6. Expungement. If a Patrol Officer is ordered to take a drug or alcohol test pursuant

to this Policy, and the findings on either the initial or confirmatory test are negative, the test results as well as all records of and references to the test and/or the order to take the test shall be expunged from the Patrol Officer's personnel records in accordance with established department procedure.

## APPENDIX C – PHYSICAL FITNESS TESTING

### **Overview**

The Physical Fitness Testing program is intended to provide Patrol Officers with an incentive to maintain good physical condition to handle the day-to-day demands of police work, to deal positively with the stresses of both police work and daily life, and to encourage a life-long habit of exercise to maintain and improve overall health.

#### 1. **The Fitness Test:**

- A. For all sworn officers hired prior to May 1, 2011, the P.O.W.E.R. test will be voluntary.
- B. After May 1, 2011, any newly hired Patrol Officer will be required to pass the P.O.W.E.R. test annually.
- C. Patrol Officers who fail the test the first time will receive an extra three months to improve their level of fitness and pass the test.
- D. Department fitness instructors, as available, will work with Patrol Officers who fail the test and want to retake the test later. Patrol Officers who pass the test qualify for an incentive.

#### 2. **Medical Requirements**

- A. Patrol Officers who are required to take the P.O.W.E.R. test and are on medical leave when the test is scheduled, or have an ailment that would render them unable to take the test, will be required to provide a temporary medical waiver signed by a physician. The Village may require a Patrol Officer to submit to examination(s) by a physician(s) selected by the Village to confirm such medical necessity. The Village will bear the cost of any such examinations required by the Village. Patrol Officers who are required to take the P.O.W.E.R. test must

test within 30 days of being released by the physician.

- B. Within 30 days prior to testing, Patrol Officers will be required to have their blood pressure and pulse measured by a licensed paramedic, EMT or physician. Any Patrol Officer with a resting pulse rate of 90 or greater, systolic blood pressure of 140 or greater or diastolic blood pressure of 90 or greater will be referred to their personal physician for examination and/or treatment before fitness testing will be administered. Patrol Officers referred to their physician must submit, within 90 days, a physician's release, certifying the Patrol Officer's medical ability to safely take the P.O.W.E.R. test. If the Patrol Officer is not medically able to safely take the P.O.W.E.R. test, the Patrol Officer must provide his physician's timeline for medical ability to participate. Patrol Officers so referred who are taking the test on a voluntary basis will qualify for the incentive when they pass the test.
- C. If a Patrol Officer develops either a temporary or permanent medical condition, the Village will work with the Union to establish an alternate test event for that known established condition, prior to any counseling or formal discipline.

### 3. **The Fitness Test**

- A. Testing will be conducted during scheduled duty hours, when possible. Initial testing will generally be conducted during the third quarter of the calendar year. Non-represented supervisors will oversee the testing process.
- B. Fitness testing will be administered on a pass-fail basis. In order to pass the fitness test, a passing score must be obtained in each of the four areas of testing. If a Patrol Officer fails any portion of the test, the Patrol Officer will only need to pass the failed portion in subsequent testing for that year.

- C. Passing requirements will be based on age and gender adjusted requirements according to the Illinois Law Enforcement Training and Standards Board P.O.W.E.R. Test Chart.

**POWER TEST CHART**

TEST	MALE				FEMALE			
	Age				Age			
	20-29	30-39	40-49	50+	20-29	30-39	40-49	50+
<b>SIT &amp; REACH</b>								
	16.00	15.00	13.80	12.80	18.80	17.80	16.80	16.30
<b>1 MINUTE SIT-UP</b>								
Number per Minute	37.00	34.00	28.00	23.00	31.00	24.00	19.00	13.00
<b>MAXIMUM BENCH PRESS RATIO</b>								
Percentage of Body Weight	0.98	0.87	0.79	0.70	0.58	0.52	0.49	0.43
<b>1.5 MILE RUN</b>								
Minutes/Seconds	13.46	14.31	15.24	16.21	16.21	16.52	17.53	18.44

4. **Incentive**

- A. Patrol Officers who pass the P.O.W.E.R. test will receive one Fitness Day.
- B. A Fitness Day is a day off with pay that the Patrol Officer must schedule at least 48 hours in advance.
- C. The Fitness Day cannot be used on a holiday or birthday, and cannot create overtime at the time it is scheduled.
- D. The Fitness Day must be used within the current fiscal year, unless the pass date is on or after January 1<sup>st</sup>, in which case the Fitness Day must be used within six months of the pass date. It cannot be cashed in for pay and can only be carried over to the next fiscal year if the pass date is on or after January 1<sup>st</sup>, but

in that case it must be used within six months of the pass date as provided in the previous sentence. Patrol Officers who are age 45 or greater at the time that they pass the P.O.W.E.R. test will also qualify for a free basic heart scan paid for by the Village.

- E. A Patrol Officer who is unable to successfully complete all components of the P.O.W.E.R. Test will be deemed to have failed the fitness test, and will not qualify for the Fitness Day.

5. **Records**

- A. All information related to how physical fitness testing is conducted shall be maintained in a secure file by the Chief of Police's designee.
- B. Individual Patrol Officer testing records will be placed in the Patrol Officer's medical file. Confidential individual medical files, per Village policy, are located in Human Resources and not in the Police Department.

## APPENDIX D

Insert signed 8.5 Work Day Side Letter from 2010-2013 agreement here.

**APPENDIX E**

**SIDE LETTER OF AGREEMENT**

**BETWEEN METROPOLITAN ALLIANCE OF POLICE,  
CHAPTER #378 (PATROL),  
AND THE VILLAGE OF CARPENTERSVILLE**

**CONCERNING THE VILLAGE OF CARPENTERSVILLE'S  
PROCESSING OF PAYROLL**

WHEREAS, the Metropolitan Alliance of Police #378 (Patrol Officers) ("Union") is the exclusive bargaining representative for full-time, sworn patrol officers ("MAP #378 Employees") in the Village of Carpentersville ("Village") Police Department; and

WHEREAS, the Village of Carpentersville has historically paid full-time employees one week past the payroll date; and

WHEREAS, this one (1) week pay advance has created payroll auditing and transparency issues that fall beyond the control of both Village and Union employees; and

WHEREAS, the Village wishes to align the Union members with the remainder of the Village employees paying employees up to the payroll date vice he pay check date; and

WHEREAS, the current bargaining agreement between the Union and the Village has a term of May 1, 2016 to December 31, 2019, and that agreement does not include any provisions regarding the payroll change.

WHEREAS, notwithstanding this agreement, officers will be paid the entire pay rate for their respective step contained in Appendix A for every calendar year they are employed at the Village or compensated up to their final day of work whichever comes first.

**IT IS HEREBY AGREED:**

1. Effective the month following this agreement, officers will no longer be advanced a week of pay in their paychecks. Officers will be paid for the two weeks of time that preceded the payroll date, consistent with the remainder of the Village. The Village will make such a change over two (2) pay periods in the month following this agreement. To alleviate any hardship during this transition, Officers, at their sole discretion, may elect to be paid unused personal days, vacation days, or compensatory time.

2. This Side Letter of Agreement is only effective during the term of the May 1, 2016 to December 31, 2019, bargaining agreement and will no longer be necessary upon the ratification of a new collective bargaining agreement.

**AGREED to by the parties on the date indicated below:**

VILLAGE:

By J. Mark Rooney  
J. Mark Rooney, Village Manager  
Date: 15 April 2016

UNION:

Jay Lavelle  
Date: April 14, 2016