

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

The

VILLAGE OF NORRIDGE

AND THE

**METROPOLITAN ALLIANCE OF POLICE
NORRIDGE POLICE CHAPTER NO. 249**

Expiration: April 30, 2024

TABLE OF CONTENTS

ARTICLE I: RECOGNITION	- 4 -
Section 1.1: Unit Description	- 4 -
Section 1.2: Supervisors	- 4 -
Section 1.3: ShortTerm/PartTime Employees	- 4 -
ARTICLE II: UNION DUES DEDUCTION	- 5 -
Section 2.1: Dues Deduction	- 5 -
Section 2.2: Indemnification	- 5 -
ARTICLE III: UNION RIGHTS	- 5 -
Section 3.1: Union Activity During Working Hours	- 5 -
Section 3.2: Access To Worksites By Union Representatives	- 5 -
Section 3.3: Bulletin Boards	- 6 -
Section 3.4: Attendance At Union Meeting	- 6 -
Section 3.5: Delegates	- 6 -
Section 3.6: Union Negotiation Team	- 6 -
Section 3.7: Chapter Officers	- 6 -
ARTICLE IV: MANAGEMENT RIGHTS	- 6 -
Section 4.1: Management Rights	- 6 -
Section 4.2: Reservation	- 7 -
ARTICLE V: NO STRIKE	- 7 -
Section 5.1: No Strike Commitment	- 7 -
Section 5.2: No Lockout	- 7 -
Section 5.3: Resumption of Operations	- 7 -
Section 5.4: Union Liability	- 7 -
Section 5.5: Discipline of Strikers	- 7 -
Section 5.6: Judicial Restraint	- 8 -
ARTICLE VI: DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE	- 8 -
Section 6.1: Definition of a Grievance	- 8 -
Section 6.2: Representation	- 8 -
Section 6.3: Subject Matter	- 8 -
Section 6.4: Time Limitations	- 8 -
Section 6.5: Grievance Processing	- 8 -
Section 6.6: Grievance Meetings	- 9 -
Section 6.7: Steps in Procedure	- 9 -
ARTICLE VII: HOURS OF WORK/OVERTIME	- 10 -
Section 7.1: Work Schedules	- 10 -
Section 7.2: Overtime Calculation	- 11 -
Section 7.3: Required Overtime (Within Rank Only)	- 12 -
Section 7.4: Shift Exchanges	- 12 -
Section 7.5: Compensatory Time In Lieu of Overtime Payments	- 12 -
Section 7.6: No Pyramiding	- 13 -
Section 7.7: Court Time	- 13 -
Section 7.8: Callback	- 13 -
Section 7.9: Training Overtime	- 13 -
ARTICLE VIII: SENIORITY	- 13 -
Section 8.1: Definition of Seniority	- 13 -

Section 8.2: Probation Period	- 14 -
Section 8.3: Seniority List	- 14 -
Section 8.4: Termination of Seniority	- 14 -
Section 8.5: Seniority While On Leave	- 14 -
ARTICLE IX: LAYOFF	- 14 -
Section 9.1: Layoff	- 14 -
Section 9.2: Recall	- 15 -
ARTICLE X: HOLIDAYS	- 15 -
Section 10.1: Paid Holidays	- 15 -
Section 10.2: Holiday Pay	- 15 -
Section 10.3: Compensation For Holiday(s) Worked	- 16 -
Section 10.4: Seniority Requests for Time Off	- 16 -
ARTICLE XI: VACATIONS	- 16 -
Section 11.1: Vacation Leave	- 16 -
Section 11.2: Vacation Pay	- 17 -
ARTICLE XII: SICK LEAVE	- 18 -
Section 12.1: Allowance	- 18 -
Section 12.2: Accumulation	- 18 -
Section 12.3: Procedures	- 18 -
Section 12.4: Perfect Attendance Incentives	- 19 -
ARTICLE XIII: WAGES AND COMPENSATION	- 20 -
Section 13.1: Wages	- 20 -
Section 13.2: Clothing Allowance	- 20 -
Section 13.3: Specialty Pay	- 20 -
Section 13.4: Replacement of Equipment	- 21 -
Section 13.5: Retirement Notification	- 21 -
ARTICLE XIV: INSURANCE	- 21 -
Section 14.1: Health/Dental Benefits	- 21 -
Section 14.2: Terms of Policies To Govern	- 22 -
Section 14.3: Retirement Coverage	- 22 -
Section 14.4: Immunization and Inoculation	- 23 -
Section 14.5: Insurance Advisory Committee	- 23 -
ARTICLE XV: LEAVES OF ABSENCE	- 23 -
Section 15.1: Leaves Without Pay	- 23 -
Section 15.2: ShortTerm Military Leave	- 23 -
Section 15.3: Jury Duty Leave	- 23 -
Section 15.4: Bereavement Leave	- 24 -
Section 15.5: Maternity/Paternity Leave	- 24 -
Section 15.6: Prohibition Against Misuse of Leaves	- 24 -
Section 15.7: In Line Of Duty Injury	- 25 -
Section 15.8: Educational Leave/Re-Imbursement	- 25 -
Section 15.9: Reimbursement of Training Costs	- 26 -
Section 15.10: Family Medical Leave Act (FMLA)	- 26 -
Section 15.11: Americans With Disabilities Act (ADA)	- 26 -
ARTICLE XVI: GENERAL PROVISIONS	- 26 -
Section 16.1: Work Rules	- 26 -

Section 16.2: Killed in the Line of Duty Benefit	- 26 -
Section 16.3: Outside Employment	- 27 -
Section 16.4: Residency	- 27 -
Section 16.5: Duty Assignment	- 27 -
Section 16.6: Drug and Alcohol Testing	- 27 -
ARTICLE XVII: EMPLOYEE BILL OF RIGHTS	- 27 -
Section 17.1: Discipline	- 27 -
Section 17.2: Wages and Benefits During Investigation of Formal Charges	- 27 -
Section 17.3: Suspension and Termination	- 28 -
ARTICLE XVIII: DRUG AND ALCOHOL TESTING	- 28 -
Section 18.1: Statement of Policy	- 28 -
Section 18.2: Definitions	- 28 -
Section 18.3: Prohibitions	- 29 -
Section 18.4: Testing Conditions	- 29 -
Section 18.5: Testing Procedures	- 30 -
Section 18.6: Employee Right to Grieve	- 31 -
Section 18.7: Discipline	- 31 -
Section 18.8: Voluntary Request For Assistance	- 32 -
ARTICLE IX: LABOR/MANAGEMENT MEETINGS	- 32 -
Section 19.1: Labor Management Meetings	- 32 -
Section 19.2: Purpose	- 32 -
Section 19.3: Disabling Defects	- 32 -
ARTICLE XX: PERSONNEL FILES	- 33 -
Section 20.1: Personnel File Inspection	- 33 -
Section 20.2: Limitation	- 33 -
Section 20.3: Insertion of Adverse Material	- 33 -
ARTICLE XXI: NONDISCRIMINATION	- 34 -
Section 21.1: Equal Employment Opportunity	- 34 -
Section 21.2: NonDiscrimination	- 34 -
Section 21.3: Use of the Masculine Pronoun	- 35 -
Section 21.4: Preclusion	- 35 -
ARTICLE XXII: SUBCONTRACTING	- 35 -
Section 22.1: General Policy	- 35 -
ARTICLE XXIII: RESOLUTION OF IMPASSE	- 35 -
Section 23.1: Impasse Resolution	- 35 -
ARTICLE XXIV: COMPLETE AGREEMENT	- 36 -
Section 24.1: Complete Agreement	- 36 -
ARTICLE XXV: SAVINGS CLAUSE	- 36 -
Section 25.1: Savings Clause	- 36 -
Section 25.2: Continuing Effect	- 36 -
ARTICLE XXVI: TERM	- 36 -

PREAMBLE

This Agreement is entered into by the Village of Norridge, a body politic, by its duly constituted Village Board of Trustees, hereinafter referred to as the "Employer", and the Metropolitan Alliance of Police, representing Norridge Chapter No. 249, hereinafter referred to as the "Chapter" or "Union".

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Metropolitan Alliance of Police representing the employees in the bargaining units, and to make clear the basic terms upon which such relationship depends.

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

ARTICLE I: RECOGNITION

Section 1.1: Unit Description

The Employer hereby recognizes the Metropolitan Alliance of Police as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on matters relating to wages, hours, and other terms and conditions of employment of all employees in the bargaining unit as follows:

All fulltime peace officers below the rank of Commander;

EXCLUDED from the above unit: All parttime employees, including parttime Auxiliary, Chief of Police, Deputy Chief of Police, Commanders, and all supervisory, confidential, and managerial employees as defined by the Illinois Public Labor Relations Act as amended, and all other employees of the Village of Norridge, also excluding any patrol officer or sergeant assigned to administrative duties which may conflict with the duties of a member of the Chapter, and only while they are in such assignment.

Section 1.2: Supervisors

Supervisors may continue to perform bargaining unit work, which is incidental to their jobs. They may also perform bargaining unit work in emergency situations and where such work is necessary to train bargaining unit employees. Such work by supervisors shall not cause any layoffs or a reduction of the normal overtime hours worked by bargaining unit employees.

Section 1.3: ShortTerm/PartTime Employees

The Employer may continue to utilize the services of shortterm and parttime employees (including parttime Auxiliary) to perform bargaining unit work in accordance with past practice and pursuant to applicable State law. Such work by nonbargaining unit employees shall not cause any layoffs or a reduction of the normal overtime hours worked by bargaining unit employees.

ARTICLE II: UNION DUES DEDUCTION

Section 2.1: Dues Deduction

During the term of this Agreement, the Employer will deduct from each employee's paycheck, the appropriate Metropolitan Alliance of Police dues for each employee in the bargaining unit who has filed with the Employer a written authorization form. The Employer shall remit such deductions monthly to the Metropolitan Alliance of Police at the address designated by the Metropolitan Alliance of Police.

The Metropolitan Alliance of Police may change the fixed uniform dollar amount once each year during the life of this Agreement by giving the Employer at least thirty (30) days' notice of any change in the amount of the uniform dues to be deducted.

If the employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Metropolitan Alliance of Police shall be responsible for the collection of said employee's dues. The Metropolitan Alliance of Police agrees to refund to the employees any amounts paid to the Metropolitan Alliance of Police in error on account of this dues deduction provision.

Section 2.2: Indemnification

The Parties agree that the Metropolitan Alliance of Police agrees to indemnify and hold harmless the Employer, its respective elected representatives, officers, administrators, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability (monetary or otherwise) that arises out of or by reason of any action taken or not taken by the Employer or the Union for the purpose of complying with the provisions of Article II, or in reliance on any written deduction authorization furnished under this Article, provided that the Employer does not initiate or prosecute such action.

ARTICLE III: UNION RIGHTS

Section 3.1: Union Activity During Working Hours

Employees shall, with permission of the Employer, after giving appropriate notice to their supervisor, be allowed reasonable time off with pay during working hours to attend grievance hearings, labor/management meetings, if established by this contract, or meetings called or agreed to by the Employer, if such employees are entitled or required to attend such meetings by virtue of being Metropolitan Alliance of Police representatives, witnesses during grievance procedure hearings, or grievants, and if such attendance does not substantially interfere with the Employer's operations. Such meetings shall be held during work time which does not unreasonably interfere with employment unless such scheduling cannot be accomplished. Such permission shall not be unreasonably denied.

Section 3.2: Access To Worksites By Union Representatives

The Employer agrees that a representative of the Metropolitan Alliance of Police shall have reasonable access to the premises of the Employer upon prior notice to the Employer, so long as such does not unreasonably interfere with the Employer's operations.

Section 3.3: Bulletin Boards

The Employer shall make available space on bulletin boards for the posting of official Metropolitan Alliance of Police notices of a non-political, non-inflammatory nature. The Metropolitan Alliance of Police shall limit the posting of notices to such bulletin boards.

Section 3.4: Attendance At Union Meeting

Subject to the need for orderly scheduling and emergencies, the Employer agrees that the elected officials of the Metropolitan Alliance of Police shall be permitted reasonable time off, with loss of pay or to take accrued time off with pay (not sick leave) to attend general, board or special meetings of the Metropolitan Alliance of Police, provided that at least three (3) calendar days' notice of such meetings shall be given in writing to the Employer, and provided further that the names of the officials and officers shall be certified in writing to the Employer and that such requested time off does not unreasonably interfere with the operational needs of the Employer. The Employer shall not unreasonably deny such time off.

Section 3.5: Delegates

Any employee(s) chosen as delegate(s) to a Metropolitan Alliance of Police State or National Conference will, upon written application approved by the Metropolitan Alliance of Police and submitted to the Employer with at least 14 days notice, be given a leave of absence without pay for the period of the time required to attend such Convention or Conference. This period of time is not to exceed one (1) week per year. (Employees may use available paid leaves of absence.)

Section 3.6: Union Negotiation Team

Members designated as being on the Chapter Team who are scheduled to work on a day on which negotiations will occur, shall for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay, up to a maximum of one (1) employee. If a designated Chapter Team member is in regular dayoff status on the day of negotiations, he will not be compensated to attend the session.

Section 3.7: Chapter Officers

Authorized representatives of the Chapter shall be permitted to visit the Department during working hours to talk with officers of the local Chapter and/or representatives of the Employer concerning matters covered by this Agreement. It is understood that this is to be with the express approval of the Chief of Police and exercised at his sole discretion and shall not be unreasonably withheld.

ARTICLE IV: MANAGEMENT RIGHTS

Section 4.1: Management Rights

Subject to the provisions of this Agreement the management of the operations of the Employer, the determination of its policies, budget, and operations, the manner of exercise of its statutory functions and the direction of its work force, including: the right to hire, promote, transfer, allocate, assign, and direct employees; to establish the number and classification of positions; to discipline, suspend, demote and discharge for just cause (except for probationary employees who can be disciplined, suspended or discharged without just cause); to relieve employees from duty because of lack of work or for other legitimate reasons; to make and enforce reasonable rules of conduct and regulations; to determine the departments, divisions, and sections and work to be performed by employees therein; to determine

quality; to determine the number of hours of work and shifts per work week; to establish and change work schedules and assignments, the right to introduce new methods of operations, to eliminate, relocate, transfer, or subcontract work and to maintain efficiency in the department is vested exclusively in the Employer provided the exercise of such rights by management does not conflict with the provisions of this Agreement.

Section 4.2: Reservation

It is understood and agreed that any of the rights, powers, or authority the Employer had prior to the signing of this Agreement are retained by the said Employer except those specifically abridged, granted, or modified by this Agreement, including but not exclusive of those powers and responsibilities maintained by the Police and Fire Commission.

ARTICLE V: NO STRIKE

Section 5.1: No Strike Commitment

Neither the Metropolitan Alliance of Police nor any employee will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slow down, or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement.

Section 5.2: No Lockout

During the term of this Agreement, the Employer shall not instigate a lockout over a dispute with the Metropolitan Alliance of Police so long as there is not a breach of Section 5.1 above.

Section 5.3: Resumption of Operations

In the event of action prohibited by Section 1 above, the Metropolitan Alliance of Police shall immediately disavow such action and request the employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Metropolitan Alliance of Police, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 5.4: Union Liability

Upon the failure of the Metropolitan Alliance of Police to comply with the provisions of Section 2 above, any agent or official of the Metropolitan Alliance of Police who is an employee covered by this Agreement may be subject to the provisions of Section 5 below.

Section 5.5: Discipline of Strikers

Any employee who violates the provisions of Section 1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any employee who participates in action prohibited by Section 1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether an employee in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

Section 5.6: Judicial Restraint

Nothing contained herein shall preclude either party from obtaining judicial restraint and damages in the event the Union violates this Article.

ARTICLE VI: DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 6.1: Definition of a Grievance

A grievance is defined as any meritorious dispute between the Employer and the Chapter or any employee regarding the application, meaning or interpretation of this Agreement. Provided, however, the conduct or actions of a member of the bargaining unit shall not be the subject of a grievance by another member of the bargaining unit or the Chapter. This grievance procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act.

Section 6.2: Representation

Grievances may be processed by the Chapter, an employee or on behalf of an employee or on behalf of a group of employees. Either party may have the grievant or one grievant representing group grievants present at any step of the grievance procedure, and the employee is entitled to Chapter representation at each and every step of the grievance procedure upon his request.

A single grievance may be filed on behalf of two or more employees if similar circumstances, facts or issues are raised. The remedies sought should likewise be similar.

Section 6.3: Subject Matter

Only one subject matter shall be covered in any one grievance. Grievance(s) may cover more than one area of concern if the grievance(s) arise out of the same incident, set of facts or circumstances. A grievance shall contain a statement of the grievant's position, the Article, and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature of the grieving employee(s) or Chapter Representative and the date.

Section 6.4: Time Limitations

Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step, except Step 3. Time limits may be extended by mutual agreement.

Section 6.5: Grievance Processing

No employee or Chapter representative shall leave his work assignment to investigate, file or process grievances without first securing permission of his supervisor. In the event of a grievance, the employee shall always perform his assigned work task first and grieve his complaint later, unless the employee reasonably believes that the assignment endangers his safety. Grievance shall not be investigated during working hours if they unreasonably interfere with the Employer's operations.

Section 6.6: Grievance Meetings

A maximum of two (2) employees (the grievant and/or Chapter Representative) per work shift shall be excused from work with pay to participate in a Step 1 or Step 2 grievance meeting. The employee(s) shall only be excused for the amount of time reasonably required to present the grievance.

The employee(s) shall not be paid for any time during which a grievance meeting occurs outside of the employee's work shift.

Section 6.7: Steps in Procedure

Disputes arising under this Agreement shall be resolved as follows:

Step 1. The Chapter or grievant shall prepare a written grievance on a form mutually agreed to and presented to the Chief of Police or his/her designee no later than ten (10) calendar days from the date of the event giving rise to the grievance or from the date the grievant should have reasonably become aware therefrom. Within five (5) calendar days after the grievance has been submitted, the Chief of Police or his/her designee shall meet with the grievant and the Chapter Representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Chief of Police or his/her designee shall respond in writing to the grievant and Chapter Representative within fifteen (15) calendar days following the meeting. Settlements or withdrawals at this step may not constitute a precedent in the handling of other grievances.

Step 2. If the grievance is not settled at Step 1 the grievance may be referred in writing, within fifteen (15) calendar days after the decision of the Chief of Police or his/her designee, the Chapter may appeal said decision to the Village Board of Trustees Police Committee. The Village Board of Trustees Police Committee shall, within twenty (20) calendar days after the grievance has been filed, meet with the Chapter Representative and the grievant to discuss the grievance. The Committee shall respond in writing to the grievant and Chapter Representative within fifteen (15) calendar days following the meeting.

Step 3. If the dispute is not settled at Step 2, the Chapter or the Grievant may submit the matter to arbitration within fifteen (15) calendar days after the Village Board of Trustees Police Committee's written decision or the expiration of the fifteen (15) day period if the Police Committee fails to render a written decision. Within five (5) calendar days after the matter has been submitted to arbitration a representative of the Employer and the Union shall attempt to mutually agree on an arbitrator. If the parties are unable to agree on an arbitrator, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. Either party shall have the right to reject an entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes commencing with the party seeking the arbitration. The person whose name remains on the list shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Union. Such letter shall request the arbitrator to set a time and a place for the hearing subject to the availability of the Employer and the Union representatives and shall be notified of the issue where mutually agreed by the parties. All hearings shall be held in the Village of Norridge, Illinois, unless otherwise agreed to.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator.

The Employer or the Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses.

Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the parties. Costs of arbitration shall include the arbitrator's fees, room cost and transcription costs. Nothing in this Article shall preclude the parties from agreeing to use the expedited arbitration procedures.

The decision and award of the arbitrator shall be made within fortyfive (45) days following the hearing and shall be **FINAL AND BINDING** on the Employer, the Union and the employee or employees involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement.

ARTICLE VII: HOURS OF WORK/OVERTIME

Section 7.1: Work Schedules

(a) The Work Week:

Officers assigned to patrol shall work a rotating 4/2 work schedule consisting of working four (4) consecutive eight and one-half (8 ½) hour work days followed by two (2) consecutive days off of work and then repeating that cycle. The rotating 4/2 schedule shall consist of three shifts working a consecutive seven (7) day period beginning with the first shift 10:00 p.m. to 6:30 a.m., Sunday night. Those officers working the "4/2" work schedule are working 2068 hours annually, which is twelve (12) hours short of the normal 2080 hour work year. Those officers shall be responsible to "pay back" the Village for those twelve (12) hours in the following manner: (1) officers may attend department approved training or (2) officers shall utilize their accrued benefit time; in either case the twelve (12) hour payback shall be completed no later than March 15th of each year of this Agreement. For all other employees covered by the terms of this Agreement, the normal regular work week shall consist of a consecutive seven (7) day period beginning with the first shift 8:00 a.m. to 4:00 p.m. Monday morning. Their work schedule shall consist of working five (5) consecutive eight (8) hour work days followed by two (2) consecutive days off of work. The Police Chief or his designee may schedule these other employees such as, but not limited to, Detectives with alternate start and end times to meet the needs of the department. Said alternate start and end times shall not be made in an arbitrary or capricious manner. The parties may amend this Section from time to time as they mutually agree, with all such modifications to be in writing.

(b) Meal and Break Periods:

Bargaining unit employees shall receive two (2) paid fifteen minute (15) breaks during the work schedule and a thirty (30) minute paid meal break.

(c) Shift Selection / Assignment:

The Employer shall grant shift assignments pursuant to seniority, within rank. However, the following factors may be considered in making shift assignments:

1. Legitimate operational concerns of management and efficiency in operations, including, but not limited to, specialty training & emergency situations.

For purposes of this Section, "seniority" shall mean time of service since the affected officer's date of hire, not time of service within the specialty assignment.

Shift selection and the year's schedule shall be posted and given to patrol sergeants on or before April 1st of each calendar year and selected vacations shall be posted on or before June 15th of each calendar year. If the schedules are not disseminated to patrol sergeants for vacation selection by April 1st, due dates for selection of vacation or cash-in options will be extended for every day of delay in posting and distribution of the schedule. If the schedules are disseminated to patrol sergeants prior to April 1st, due dates for selection of vacation or cash-in options will be moved one day earlier for each day that the dissemination is prior to April 1st.

- (d) **Minimum Manpower Levels** shall be set by the Chief from time to time to reflect available manpower and need. Where possible, the Employer shall attempt to maintain the following minimum manpower levels:

Day Shift	4 officers
Afternoon Shift	6 officers
Midnight Shift	4 officers

Section 7.2: Overtime Calculation

Employees shall be paid overtime at the rate of 1.5 times their regular hourly wage rate for all authorized/approved time actually worked, pursuant to the following:

any time actually worked in excess of forty (40) hours which may occur within a work week and shall be paid in fifteen (15) minute increments, wherein if an employee works fifteen (15) minutes over his/her regularly scheduled shift, they shall be paid the time at their appropriate rate of pay pursuant to this Section.

For the purposes of calculating overtime, "hours worked" shall consist only of those hours actually worked by the employee, as well as the following forms of paid leaves of absence: vacation periods, holidays and other paid leaves of absences. However, sick leave periods shall not be considered as "time worked" for the purposes of calculating overtime.

The Chief of Police or his/her designee maintains the right to mandate overtime work and to assign such work and employees covered by the terms of this Agreement shall not have the right to refuse to work such mandatory overtime assignments. The Chief or his/her designee shall take reasonable steps to obtain volunteers for overtime assignments when practical under the circumstances.

Overtime may be paid in compensatory time at the rate of one and onehalf (1 1/2) hours for each authorized overtime hour worked, pursuant to Section 7.5 "Compensatory Time in Lieu of Overtime" of this Article.

Section 7.3: Required Overtime (Within Rank Only)

The Chief of Police or his designee shall have the right to require overtime work and employees may not refuse overtime assignments.

Before assigning employees to overtime work, all overtime shall first be offered within rank only, to all full-time members of the bargaining unit within the appropriate rank, on a rotating seniority basis. For example: the most senior off-duty and available employee will be offered the overtime assignment on a rotating basis first; the second most senior off-duty and available employee will be offered the overtime assignment on a rotating basis second; and so on. In the event no off-duty available employee voluntarily accepts the overtime work, the least senior off-duty and available employee (inverse seniority on a rotating basis) will be assigned the overtime work. Furthermore, overtime assignments shall be within rank only.

Notwithstanding the above, the Village reserves the right to assign overtime on the basis of qualifications and expertise when such is deemed necessary by the person responsible for making the overtime assignments, and is also necessary to accomplish the mission of the Department.

Section 7.4: Shift Exchanges

Shift exchanges shall be permitted by the Employer. The Chief of Police or his/her designee shall maintain sole right and authority to approve or disapprove shift exchanges pursuant to the present practice and procedure. However, shift exchanges shall not directly result in overtime payment for any employee(s) involved therein unless the employee(s) work in excess of their exchanged shift scheduled hours (ie: excess of 8.5 consecutive hours), wherein they shall be eligible for overtime for all hours actually worked in excess of their scheduled duty shift. Furthermore, such shift exchanges shall be allowed within rank only.

Section 7.5: Compensatory Time In Lieu of Overtime Payments

Employees covered by the terms of this Agreement may, in lieu of payment for overtime hours actually worked as described within this Article, choose to receive overtime compensation in "Compensatory Time", which may be accrued subject to the following provisions:

- (a) The maximum amount of Compensatory Time an employee may accumulate shall be three hundred (300) hours; except that, upon approval of the President and Village Board, and upon notice to the Chief of Police, an officer may accumulate an additional thirty-two (32) hours which is to be used only for educational and/or exigent circumstances.
- (b) Employees may carry accumulated compensatory time over from calendar year to calendar year, however, any time in excess of the three hundred (300) hours shall be paid to the employee at the end of each fiscal year.
- (c) Use of compensatory time off shall be granted, at such times and in such time blocks, as is mutually agreed to by the employee and the Chief or his/her designee. It shall be a permissible reason to deny compensatory time off if it would require the payment of overtime to maintain manning levels deemed appropriate by the Chief or his or her designee. Permission to use such compensatory time off shall not be unreasonably denied, if operational needs and requirements of the Police Department would not be adversely affected. Compensatory time off once approved, cannot be withdrawn.
- (d) Upon separation for any reason compensatory time earned but unused shall be paid to the affected officer at his/her then current regular hourly rate of pay at the time of separation.

Section 7.6: No Pyramiding

Overtime compensation shall not be paid more than once for the same hours under any provision of this Agreement.

Section 7.7: Court Time

Effective following execution of this Agreement, employees covered by the terms of this Agreement shall be compensated at their appropriate rate of pay for actual court time worked outside their regularly scheduled workday, under the following terms and conditions:

- (a) two (2) hour minimum for court attendance in person or via virtual platform
- (b) any time thereafter shall be paid at the employee's appropriate rate of pay in fifteen (15) minute increments.

However, if such court time is an extension of the employees normal work shift, they shall be paid pursuant to the overtime provisions contained herein.

At the employee's discretion, court time may be compensated for as part of their semi-monthly pay or as accrued compensatory time.

Officers shall be subject to discipline for missing court except for reasonable cause.

Section 7.8: Callback

A "callback" is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled workday. "Callbacks" shall be compensated for at the employee's regular rate of pay for all hours actually worked on "callback", with a minimum of two (2) hours, and shall be subject to the overtime compensation provisions contained within this Article.

Section 7.9: Training Overtime

In the event an employee is assigned to training in lieu of a regularly assigned work day, said employee shall be entitled to put in for overtime for all hours in excess of eight and one-half (8.5) training hours excluding any time given for breaks and lunch. This shall apply only to employees covered by this agreement who are working a rotating 4/2 schedule. Other employees covered by this agreement, including but not limited to Detectives and School Resource Officers, shall be entitled to put in for overtime for all hours in excess of eight (8) training hours excluding any time given for breaks and lunch.

ARTICLE VIII: SENIORITY

Section 8.1: Definition of Seniority

As used herein, the term "seniority" shall refer to and be defined as the continuous length of service within the Village of Norridge Police Department. For those accepting promotions into non-bargaining unit command positions, the terms and conditions of this Labor Agreement do not apply. However, where such a non-bargaining unit command officer returns to his/her prior bargaining unit rank, all time served in said command position shall be recognized in determining their "seniority" under the provisions of this Agreement. Therefore, such employee's original date of hire within the Village of

Norridge Police Department shall be recognized in determining their benefits and other qualifications under this Labor Agreement.

Section 8.2: Probation Period

An employee is a "probationary employee" for his first eighteen (18) months of employment. No matter concerning the discipline, layoff or termination of a probationary employee shall be subject to the grievance and arbitration procedures. A probationary employee shall have no seniority, except as otherwise provided in this Agreement, until he has completed his probationary period, wherein he will acquire seniority from his initial date of hire.

Section 8.3: Seniority List

The Employer and the Chapter have agreed upon the initial seniority list setting forth the present seniority dates for all employees covered by this Agreement and same shall become effective on or after the date of execution of this Agreement. Such list shall finally resolve all questions of seniority affecting employees covered under this Agreement or employed at the time the Agreement becomes effective. For those employees hired on the same date, seniority shall be ranked based upon the highest test scores. Disputes as to seniority listing shall be resolved through the grievance procedures.

Section 8.4: Termination of Seniority

An employee's seniority shall be broken when he:

- (a) quits; or
- (b) is discharged for just cause; or
- (c) is laid off pursuant to the provisions of the applicable agreement for a period of twentyfour (24) months; or
- (d) accepts gainful employment while on an approved leave of absence from the Police Department; or
- (e) is absent for three (3) consecutive scheduled work days without proper notification or authorization except with reasonable cause; or
- (f) fails to return to work at the conclusion of an approved leave of absence for a period of three (3) consecutive days except with reasonable cause.

Section 8.5: Seniority While On Leave

Employees shall not continue to accrue seniority credit for all time spent on authorized unpaid leave of absence. Vacations, sick leave, holidays and other similar benefits will not be earned while on unpaid leave of absence.

ARTICLE IX: LAYOFF

Section 9.1: Layoff

In the event the Employer determines a layoff is necessary within the Police Department, employee(s) shall be laid off within each particular job classification within said department, in the inverse order of their seniority unless compliance with State or Federal law requires otherwise, so long as the qualifications, skills and abilities of the employees to perform the work is relatively equal. The Employer agrees to inform the Chapter and affected employee(s) in writing not less than thirty (30) days prior to such layoffs. Such notice shall include the name(s) of all affected employees. Temporary,

parttime and probationary employees shall be laid off first, then fulltime employees, in inverse order in which they were hired, so long as their skills, qualifications and ability to perform work is relatively equal.

Section 9.2: Recall

Employees shall be recalled from layoff within each particular job classification in inverse order in which they were laid off, so long as the employee retains the qualifications, skills and abilities necessary to perform the work. No new employees shall be hired until all employees on layoff in the particular job classification desiring to return to work shall have been given the opportunity to return to work, so long as the qualifications, skills and abilities of the employees to perform the work is relatively equal. Recall rights under this provision shall terminate twelve (12) months after layoff.

In the event of recall, eligible employees shall receive notice of recall by certified mail. It is the responsibility of all employees eligible for recall to notify the Employer of their current address. Upon receipt of the notice of recall, employees shall have five (5) calendar days to notify the Employer of their acceptance of the recall. The employee(s) shall have five (5) calendar days thereafter to report to duty.

ARTICLE X: HOLIDAYS

Section 10.1: Paid Holidays

Except in cases of emergency, all regular fulltime employees (including probationary employees) covered by the terms of this Agreement shall have the following ten (10) holidays:

New Year's Day
President's Day
Easter
Memorial Day (as observed)
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Eve
Christmas Day

Section 10.2: Holiday Pay

The above Holidays shall be awarded to the employees as "personal time", pursuant to past practice and procedure of the Employer. Employees covered by this agreement shall receive eighty (80) hours of personal time as holiday pay for the above listed holidays (Section 10.1 herein). However, if an employee uses his/her above total Holiday periods and resigns his/her employment, the Employer shall be eligible to a pro-rated reimbursement of the number of days for which actual Holidays did not yet occur, through payroll withholding.

The employee shall receive payment for any unused "holiday/personal time" under this Article which remain of record at the end of each fiscal year (April 30th), which shall be payable during the first payroll period in May, at the appropriate rate of pay within which it was earned.

Section 10.3: Compensation For Holiday(s) Worked

- (a) Regular shift work. If over four (4) hours of an employee's regularly scheduled shift is during the holiday, then Employees who work on that shift on an established Holiday (inclusive of those who either volunteer or who are mandated to work on such Holiday) will be paid at time and a half (1.5) for each hour worked on the Holiday.
- (b) Work outside regular shift. An officer working a shift on a holiday outside their regularly scheduled shift during a Holiday is entitled to double (2.0) time for such time actually worked. If employees work overtime before or after a regularly scheduled shift on an established Holiday, they will be paid double (2.0) time for overtime worked on such established Holiday.

Section 10.4: Seniority Requests for Time Off

The parties agree to a "thirty (30) day rule" in which officers who have requested time off, which includes holiday, compensatory time and any requested paid time off, but excludes vacation time, shall not be bumped by more senior officers within thirty (30) days of the time off date which was approved. More than thirty (30) days prior to the date requested, seniority bumping shall be allowed. As an example if January 31st is a date allowed for time off, there shall be no bumping by senior officers between January 2nd and January 31.

ARTICLE XI: VACATIONS

Section 11.1: Vacation Leave

All regular, fulltime employees shall earn vacation time from the date they are hired as employees of the Village. Employees on leave of absence or layoff shall not accrue vacation time. Eligible employees shall earn vacation time in accordance with the following schedule:

- (a) Length of Vacation:

From Date of Hire 4 hours credit per month prior to the fiscal year (May 1st). This credit shall not exceed forty (40) hours. This credited time shall be made available on May 1st of that year (the first May 1st of employment).

Completion of one (1) year from May 1st forty (40) hours

Completion of two (2) years from May 1st eighty (80) hours

Completion of five (5) years from May 1st one hundred twenty (120) hours

Completion of ten (10) years from May 1st one hundred sixty (160) hours

Completion of fifteen (15) years - an additional eight (8) hours for each year from date of hire over fifteen (15) to a maximum of two hundred (200) hours after twenty (20) years of service. These additional vacation hours will apply on the date of hire and be used during that fiscal year.

Completion of twenty (20) years two hundred (200) hours from May 1st

NOTE: For purposes of provisions contained within this Article, a "week" shall consist of forty (40) hours.

- (b) **Scheduling of Vacation:** All vacations must be arranged and approved in advance by the Chief of Police or his/her designee. Said approval shall not be unreasonably withheld. All vacation time due each officer shall be applied for before May 30th and shall be selected/approved on a seniority basis: (1) shift; (2) rank; (3) seniority within rank.

No vacation choices shall be accepted after May 31st.

Vacation schedules may be adjusted by the Employer to accommodate seasonal operations, significant revisions in organization, work assignments or the use of personnel in particular ranks. Conflicts in scheduling will be resolved in favor of the most senior employee. The Chief of Police or his/her designee maintains the right to approve or otherwise alter any vacation schedule for emergency purposes. No employee shall be entitled to priority in selecting his/her annual vacation leave for more than two (2) weeks annually.

Employees are strongly encouraged that vacation days be taken and in any event cannot be carried over beyond the fiscal year following that in which the vacation days are earned. Therefore, all vacation leave must be used before April 30th. However, employees may, at their selection, cash-in up to two (2) weeks of accrued vacation time which shall be payable to them during the first payroll period in December, however, they must cash-in within the present one (1) week minimum increment. In order to be eligible for this cash-in, the employee must serve notice to the Employer by May 31st of each year when they are submitting their annual vacation requests.

All vacation leave shall be used by the week only except for those officers accruing more than one hundred sixty (160) hours of vacation time per year. Vacation accrual in excess of one hundred sixty (160) hours may be taken by the week or by the day.

No employee is eligible for vacation benefits under this Article if they quit or resign without giving the Chief of Police or his/her designee at least two (2) weeks notice in writing of their intention to quit or resign.

Section 11.2: Vacation Pay

All vacation leave will be paid for at the employee's appropriate rate of pay and on the basis of eight and one-half (8.5) hours per day for employees working a 4/2 schedule and eight (8) hours for all other employees covered by this agreement.

ARTICLE XII: SICK LEAVE

Section 12.1: Allowance

It is the policy of the Village of Norridge to provide protection for its fulltime employees against loss of income because of illness. All eligible fulltime employees are encouraged to save as much sick leave as possible to meet serious illness situations. Sick leave is not intended for a oneday vacation nor to be used to extend vacation periods or holidays.

Section 12.2: Accumulation

Sick leave will be granted to eligible fulltime employees under the terms of this Agreement, based upon their rate of pay at the specific time of sick leave accrual and under the following terms and conditions:

- (a) Such employees shall be entitled to ninety-six (96) hours of sick leave annually accruing at eight (8) hours per month during the fiscal year.
- (b) Sick Leave accrued pursuant to the terms of this Article shall be cumulative and shall be carried over to the next subsequent fiscal year, up to the following maximum accumulation schedule of limitations: six hundred seventy-two (672) hours of sick leave.
- (c) Upon termination of employment or retirement, the employee shall be entitled to full "buyback" of all accrued unused sick days earned under this program, not to exceed the above maximum accumulation schedule stated in subparagraph (b), at the rate of pay at the time of the accrual of the sick leave. However, an employee terminated for cause shall not be eligible of any payments under this subsection. A retiring employee shall not be allowed to use sick time to extend the period they can remain on payroll status while not on active duty.
- (d) Employees shall be entitled to receive pay for sick leave for a period of three successive regularly scheduled duty days without submitting a physician's certificate attesting to the illness, but such certificate may be submitted before sick leave pay can be claimed for any period in excess of three (3) successive regularly scheduled duty days.
- (e) The Chief of Police or his/her designee shall furnish the Village Clerk annually a list of all employees with a designation of unused sick leave days for the preceding fiscal year; the foregoing report shall be filed during April of each year and covering that fiscal year.

Section 12.3: Procedures

No employee will be permitted to take a leave if it has not yet been earned. Sick leave shall be paid at the employee's appropriate rate of pay at the time the person calls in sick and an equal number of day(s) shall be deducted from their sick leave bank, with the most recent being deducted. (ie: last sick day in first sick day out) This deduction shall apply to the sick leave accumulation bank.

Sick leave may be utilized by employees when they are sufficiently ill so that good judgment would determine it best not to report to work or in the event of injury and for routine medical and dental appointments. All foreseeable leave for such purposes shall require a specific prior approval of the Chief of Police or his/her designee; and, in the event of sick leave for any purpose, the Chief of Police or his/her designee may require the certificate of a physician giving information as to the circumstances involved.

Employees who are unable to return to work upon expiration of sick leave benefits and all other authorized benefit time must request a leave of absence without pay. Nonpaid sick leave shall be discretionary to the Chief of Police or his/her designee and shall not be subject to the grievance procedures stated herein. Failure to apply for a leave of absence for extended illness upon expiration of all such benefits will result in termination of the employee, pursuant to appropriate action before the Norridge Board of Fire and Police Commission. Employees who have used all of their sick time and not requested and received a leave of absence will not be allowed to return to work without a doctor's note and permission from the Chief or his designee.

The Chief of Police or his/her designee may require a physician's statement of verification of absence of shorter periods of time. The Chief or Police or his/her designee may also require the employee to be examined by a physician of his choice and at the expense of the Employer upon reasonable cause.

The Chief of Police or his/her designee may direct an employee who appears ill to leave work to protect the health of other employees. Compliance with such an order will not be charged to sick leave for the first day.

The Chief of Police or his/her designee shall maintain a record of sick leave accrual, sick leave taken, and the balance of sick leave allowance available for the individual employees.

Section 12.4: Perfect Attendance Incentives

- (a) Employees shall be allowed to receive a fifty percent (50%) buyback of all unused accrued sick leave during the fiscal year up to a maximum of forty-eight (48) hours. The remaining unused accrued sick leave during the fiscal year, up to a maximum of forty-eight (48) hours, shall be applied towards their "sick leave bank" until it reaches the above maximum limitation provisions. Once an employee has reached six hundred seventy-two (672) hours in his/her bank, they shall be eligible for full buyback of all unused accrued sick leave in excess of same, based on their appropriate rate of pay at the time of accrual.

All payments made pursuant to this subsection shall be made in May of the following fiscal year. Such payments shall be based on the employee's appropriate rate of pay for the period within which the days were accrued.

Employees terminated for cause shall not be eligible for such excess payments as provided within this subsection.

- (b) Employees shall earn four hours at their regular rate of pay for each month of perfect attendance. Perfect attendance shall mean days worked, vacation days, holiday time, compensatory time (given in lieu of overtime), and incentive time (awarded for perfect attendance) and no others.

The employee may use such incentive leave days for their perfect attendance for any purpose subject to at least ten (10) calendar days advance notice and the approval by the Chief of Police or his/her designee.

The maximum accumulation under this provision shall be forty-eight (48) incentive leave hours annually and shall be forfeited by the employee if unused. Employees terminated for cause shall not be eligible for such incentive leave days outstanding at the time of their termination for cause.

- (c) The taking of a sick day, any form of disciplinary leave, administrative leave, disability leave or any other form of leave shall be counted against the determination of perfect attendance.

ARTICLE XIII: WAGES AND COMPENSATION

Section 13.1: Wages

Upon the adoption of this Agreement, all employees covered its terms and conditions at that time, shall be subject to the wage provisions as set forth in Appendix "A" attached hereto and made an integral part hereof. All wages shall be paid by direct deposit and each Employee shall inform the Village as to the deposit instructions for the payment.

In addition, each officer in the bargaining unit as of the date of this Award (December 14, 2021) shall receive a one-time, lump sum bonus in the gross amount of Seven Hundred Fifty Dollars (\$750.00), which said amount shall be paid to each eligible officer within 30 days of execution of the 2020-2024 collective bargaining agreement. Said bonus shall not be added to base pay.

Section 13.2: Clothing Allowance

Employees covered by the terms of this Agreement, shall be issued an annual clothing allowance of six hundred and seventy five dollars (\$675.00). Such allowance shall be paid in two (2) equal installments each payable no later than May 15th and November 15th of each year. Furthermore, such payments shall be considered part of the employee's wages and shall be reported as such on the employee's W-2 form. However, the above installments shall not have taxes deducted from them. Provided, however, no payments shall be made within one hundred eighty (180) days of an Employee's separation from service.

Section 13.3: Specialty Pay

Specialists positions are not to be construed as "rank" but rather are job assignments which involve additional duties and responsibilities over and above those for police officers generally and for which an employee receives compensation in addition to the salary attached to his "rank". It is understood that generally, these positions are assigned on a monthly basis, by the Chief of Police, who may eliminate/assign them at his discretion.

The compensation for specialist positions shall be in accordance with the following schedule:

Detective	\$1,200.00 annually; payable semi-monthly installments of \$50.00;
Evidence Technician	\$1,200.00 annually; payable semi-monthly installments of \$50.00;
Juvenile Officer	\$1,200.00 annually; payable semi-monthly installments of \$50.00;
Field Training Officer	one (1) hour overtime for each day spent training;

Canine (K-9) Officer *****NOTE

(****NOTE: An employee serving as a "K-9" handler shall be subject to the following for the routine care, maintenance and feeding of the dog: Said officer shall be compensated for a regular work day but assigned to duty for one (1) hour less, with the remaining hour (1) being devoted for care, training and other duties related to the animal; they shall be subject to their appropriate overtime rate of pay for all hours actually worked in excess of their regularly scheduled work day. Overtime assignments shall be approved by the Chief of Police or his/her designee prior to being worked. "K-9" assignment shall continue to be at the discretion of the Chief of Police and it is understood that the provisions contained herein shall cease to apply on the last day of the month in which the officer is transferred out of the function.)

Section 13.4: Replacement of Equipment

The Employer agrees to repair or replace as necessary an officer's eye glasses, contact lenses, and prescription sunglasses, or other authorized duty equipment, if such are damaged or broken during the exercise of the employee's duties as a police officer exerting physical force or being attacked by another person. Such an incident shall be immediately documented with the employee's immediate supervisor.

Section 13.5: Retirement Notification

Any provision to the contrary notwithstanding, employees covered by this Agreement shall not be eligible for any accrued benefits of record unless they serve notice of their intent to retire at least ninety (90) days prior to the effective date of such retirement. However, this provision is waived under a personal medical condition of the officer or a member of the officer's immediate family.

ARTICLE XIV: INSURANCE

Section 14.1: Health/Dental Benefits

The Employer shall provide group health/dental insurance benefits to all current full-time employees, with such benefits to be provided under the same terms and conditions and in the same amounts as applicable to all Village employees. The coverage for existing Employees shall substantially be similar to those outlined in Exhibit "B" attached hereto. Employees covered by the terms and conditions of this Agreement shall be responsible for the following contributions towards the total premium costs, through semi-monthly payroll deductions:

	Prior to 5/1/2023	5/1/2023 and Thereafter
PPO	15%	16%
HMO Tier 1	11%	12%
HMO Tier 2	13%	14%

As of the effective date of this Agreement, eligible Employees will be able to opt for any of the plans available in the Village's group coverage, and enroll during eligible enrollment periods.

In addition, for the medical insurance only (excluding dental), the Village shall reimburse all eligible

Employees covered by this agreement for out of pocket medical expenses of up to \$1,000 (for single coverage), \$1,500 (for Employee and spouse or Employee and children coverage) or \$2,000.00 (for family coverage) in each year of this Agreement. Provided, however, that no reimbursement shall be given for any explanation of benefits submitted over one year after issuance.

While the Employer maintains the right to change carriers and implement cost containment measures, such insurance benefits shall remain substantially the same or better. However, the parties further agree to bargain solely over the economic impact upon appropriate notice by the Employer in the event there are any insurance cost increases experienced by the Employer. The Side Letter dated June 25, 2014 shall terminate on May 1, 2022, including any further payroll deductions for ACA taxes and the 8.5 hour leave time benefit, and commencing May 1, 2022, the Village shall thereafter be responsible for any ACA taxes. In the event the Employer does make a change and notifies the Union, then the Union shall request to impact bargain pursuant to this Section within fifteen (15) calendar days of such notice. Provided, however, in the event that the total premium increases by more than 15% in any premium year, the Village shall have the right to revise coverages so that the increase is equal to or less than 15% for that premium year.

Section 14.2: Terms of Policies To Govern

The extent of coverage under the insurance policies or programs referred to in this Article shall be resolved in accordance with the terms and conditions in said policies, rules and guidelines (including provisions governing selfinsurance) and shall not be subject to the grievance procedures.

Section 14.3: Retirement Coverage

Employees shall be eligible for and may elect continued health insurance coverage in any plan offered by the village at their retirement, at twenty-five percent (25%) "single" coverage cost paid by the retired employee and the remaining seventy-five percent (75%) "single" coverage cost paid by the Employer, until they reach the age for Medicare eligibility, so long as the following requirements are met:

- (1) The retired employee has at least twenty (20) years of seniority with the Police Department; and
- (2) The retired employee is at least fifty (50) years of age; and
- (3) The retired employee requests retiree eligibility within 30 days of retirement.

Upon reaching Medicare eligibility, the parties shall adhere to the provisions of the Illinois Pension Code (215 ILCS 5/367j) as hereinafter amended and/or repealed. In order to receive any benefits hereunder, any Employee or dependent reaching Medicare eligibility must elect to be covered primarily by Medicare.

The retired employee, eligible under this Section, shall be responsible for the full cost differential between the above single coverage cost and dependency coverage costs should they elect to maintain dependency coverage. If the post retirement health insurance benefits are improved during subsequent negotiations such improvements shall be made available to retired employees who retired after the effective date of this Labor Agreement.

Section 14.4: Immunization and Inoculation

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

Section 14.5: Insurance Advisory Committee

The Employer agrees to meet with an employee insurance advisory committee, composed of various members of each of the departments and the authorized representative of the Village Board of Trustees. The purpose of such meetings shall be to discuss insurance programs/options that will assist in cost containment. This committee will be empowered to research available hospitalization, dental, optical and other relevant plans provided by the Employer, comparing their costs and benefits, and chaired by the Village Board's authorized representative. This advisory committee shall recommend to the Village possible implementation of any such alternative plans and cost containment measures. The Village Board of Trustees shall maintain final authority and sole discretion to approve/disapprove such recommendations, which have been approved by the insurance advisory committee.

ARTICLE XV: LEAVES OF ABSENCE

Section 15.1: Leaves Without Pay

Leaves of Absence without pay may be granted to any employee covered by the terms of this Agreement regardless of rank. The leave shall be from the position and rank that he holds at the time the leave is granted. Such leave may be granted whether the officer has or has not completed his probationary period.

All leaves of absence, except for requested military and government service, shall be for one (1) year or less, with the privilege of requesting a new leave at the expiration of the first. Leaves of absence shall be granted by the Chief of Police and shall be discretionary. An officer on leave of absence who accepts a position other than that for which the leave is granted, without prior written approval of the Chief of Police, shall be deemed to have resigned. An officer who fails to return to his position following the granted leave or fails to request and be granted a new leave of absence on or before the expiration date of his first leave shall also be deemed to have resigned without prior notice thereof.

Section 15.2: ShortTerm Military Leave

Any bargaining unit member who is a member of any branch of the U.S. Military, including the U.S. Coast Guard, shall be permitted leave with pay during any call to serve up to two (2) weeks per calendar year. In order to receive his/her normal rate of pay for such time spent on military leave, the Employer shall require that the employee sign over his/her military pay to the Village. Any such employee who is required to serve for a period of time less than one (1) week shall be permitted to adjust his/her work schedule to accommodate the necessary military leave, without loss of benefits.

Section 15.3: Jury Duty Leave

Employees covered herein called to court or jury duty will be granted a special leave of absence with pay. Employees shall be paid the difference between salary for time lost and jury fees received (excluding travel fees and personal expenses), whenever the salary lost exceeds the sum of jury fees received for normally scheduled calendar days.

Jury duty pay allowances are subject to the following guidelines to aid in equitable administration for such allowance:

- (a) Employee summoned for jury duty should notify and submit the notice to his superior as soon as possible.
- (b) When the jury is not meeting, the employee will be required to report to work. Likewise, the employee may be required to report to work before and/or after the daily jury duty as time and circumstances warrant.
- (c) Upon completion of the tour of jury duty, the employee will obtain and submit to his/her supervisor documentation of the period of time so served and jury fees obtained.

Section 15.4: Bereavement Leave

In the event of death in an employee's immediate family, the employee shall be granted a leave of absence with pay and benefits for a period of three (3) calendar work days. In cases of illness of an employee's spouse or child, up to three (3) days of absence with pay may be approved by the Chief of Police or his/her designee.

The immediate family is defined as follows:

Immediate Family Threeday Leave

Father	Brother
Mother	Stepbrother
MotherinLaw	Sister
FatherinLaw	Stepsister
Husband	Son
Wife	Daughter
Stepson	Soninlaw
Stepdaughter	Daughterinlaw
Grandparents	Grandchildren

Section 15.5: Maternity/Paternity Leave

A leave of absence shall be granted if requested, under the Family Medical Leave Act ("FMLA") for maternity/paternity upon request. Such request shall be presented in writing to the officer's immediate supervisor, setting forth a date each leave is to begin, as soon as that date can be determined by the officer and the officer's/spouse's physician. The terms and conditions of the leave shall be as required by the FMLA. Upon receiving the physician's report, and upon request of the employee the Chief of Police or his/her designee, may transfer an officer to a suitable position to eliminate possible injury to the fetus and officer if such a position is available at that time and the officer has the skills required of the position.-

Section 15.6: Prohibition Against Misuse of Leaves

During any leaves granted pursuant to the terms of this Agreement, regardless of being with or without pay, an employee may not be gainfully employed or independently selfemployed without prior approval by the Employer. Violation of the provisions contained within this Agreement shall subject the employee to appropriate discipline.

Section 15.7: In Line Of Duty Injury

An officer who sustains injuries or illness arising out of and in the course of their employment, shall be covered by the provisions of the "Public Employee Disability Act" (5 ILCS 345/1 *et seq.*) and will not experience any loss of benefits contained within this Agreement.

An employee experiencing an "on the job injury" shall be immediately subject to drug/alcohol testing, paid for by the Employer, while the employee remains on duty. For purposes of this provision, an "on the job injury" shall include only those injuries sustained and the injury occurred while performing duties related to driving a police vehicle.

Section 15.8: Educational Leave/Re-Imbursement

Employees covered by the terms of this Agreement may be granted, upon prior written request and approval by the Chief of Police or his/her designee, a leave of absence without pay, not to exceed a period of one (1) calendar year.

Any officer covered by the terms of this Agreement, who enrolls in an accredited course of continued education that specifically relates to the field of law enforcement, shall have their tuition for such educational course(s) reimbursed in the following manner:

Grade A:	100% tuition reimbursement
Grade B:	75% tuition reimbursement
Grade C:	50% tuition reimbursement
Grade D or lower:	0%

All above reimbursements shall be issued after satisfactory completion of the course(s). The Parties agree that the total reimbursement for all Employees shall not exceed the sum of eight thousand dollars (\$8,000.00) in any year. Once that sum has been reimbursed, no further reimbursements shall be made for any schooling in that year.

The Employer shall deduct and be entitled to reimbursement from any such employee, for any and all such costs paid to the employee, upon their resignation from employment, pursuant to the following schedule:

- 100% reimbursement if resigning within one (1) year of completing such program and/or courses;
- 50% reimbursement if resigning within two (2) years;
- 25% reimbursement if resigning within three (3) years.

The Employer is authorized herein to withhold any amounts appropriate pursuant to this Section from the employee's final paycheck.

Section 15.9: Reimbursement of Training Costs

In the event a newly hired employee separates his/her employment with the Village of Norridge Police Department within two years of completing his/her Basic Training at the police academy, then that employee will reimburse the Village of Norridge for the costs of Basic Training.

If any officer is entitled to training expenses, he or she shall be paid only:

1. When the request for reimbursement is submitted within thirty (30) days of the training or within ninety (90) days of the beginning of the training, whichever is sooner; and
2. Reimbursement for travel shall be computed from and back to the Norridge Police Station to the training. Provided, however, there shall be no reimbursement for travel from the training to the employee's home or *vice versa*. The request shall include a computer calculation of distance; and
3. Reimbursement for food shall be *per diem* and based upon state rates; and
4. All requests must include receipts for all expenses other than mileage or food in order to be reimbursed.

Section 15.10: Family Medical Leave Act (FMLA)

The Village shall provide full benefits under the Federal Family Medical Leave Act, as amended, and may adopt such policies and procedures as may be necessary to be in full compliance with said Act. Grievances may be brought for violation of this section up to, but not including, binding arbitration.

Section 15.11: Americans With Disabilities Act (ADA)

It is agreed that the Village has the right to take any action necessary to be in compliance with the requirements of the Americans with Disabilities Act. Grievances may be brought for violation of this section up to, but not including, binding arbitration. Nothing herein is intended to preclude the Union from grieving or arbitrating any Village action which, in its view, violates the agreement and is unnecessary in order to comply with such Act.

ARTICLE XVI: GENERAL PROVISIONS

Section 16.1: Work Rules

The Employer may adopt, reasonably change or modify work rules and regulations. Whenever the Employer changes work rules and regulations or issues new work rules and regulations, the Chapter Representative shall be given five (5) calendar days prior notice, absent emergency circumstances, before the effective date of such and shall be afforded an opportunity to meet and discuss such changes with the Employer. Such changes shall automatically take effect without further notice upon expiration of the above five (5) working day period.

Section 16.2: Killed in the Line of Duty Benefit

The Employer agrees to pay ten thousand dollars (\$10,000.00) to the immediate family of any police officer who is killed in the line of duty. This one-time payment is an expression of financial support to the family to offset funeral and burial expenses of the employee. The parties agree that the Chapter does not waive its or any individual officer's rights to any additional survivor benefits that may be provided by statute.

Section 16.3: Outside Employment

No employee covered herein shall engage in any additional employment outside that of their regular employment with the Village of Norridge. Any employee who desires to obtain secondary

employment shall submit such request to the Chief of Police or his/her designee, who may grant/deny such request and such request shall not be unreasonably denied. Such secondary employment shall not exceed twenty (20) hours per work week. Any requesting employee must furnish proof of insurance coverage for such secondary employment or alternatively execute a waiver holding the Village harmless for any injury sustained during such secondary employment or a result thereof. No benefits provided under the terms of this Agreement shall be issued to such employee due to an injury or illness contracted while performing such secondary employment.

Section 16.4: Residency

The Employer shall not impose a residency requirement as a condition of employment for employees covered by the terms of this Agreement.

Section 16.5: Duty Assignment

A sergeant or corporal shall perform specialty duties when they are primary Field Supervisors in charge of a shift if they are receiving specialty pay pursuant to Section 13.3 of this Agreement.

Section 16.6: Drug and Alcohol Testing

The parties agree that any member of this Union will be required to submit to drug and alcohol testing to the extent and at the same level that all Village employees are required to submit to such tests after they are involved in accidents involving a Village vehicle, their own vehicle or any vehicle while they are on duty.

ARTICLE XVII: EMPLOYEE BILL OF RIGHTS

Section 17.1: Discipline

If the investigation or interrogation of a law enforcement officer results in the recommendation of some action, such as transfer, suspension, dismissal, loss of pay, reassignment, or similar action which would be considered a punitive measure, then, before taking such action, the Employer shall follow the procedures set forth in 50 ILCS 725/1 *et seq.* Upon request, the employee shall have the right to union representation at interrogations or interviews conducted pursuant to this Section. The law enforcement officer may be relieved of duty and shall receive all ordinary pay and benefits as he/she would have if he/she were not charged.

Section 17.2: Wages and Benefits During Investigation of Formal Charges

If any employee covered by this Agreement is charged by indictment or complaint to have violated any provisions of the Criminal Code of Illinois or any Statute of the United States, he/she shall be entitled to their wages and other economic benefits provided for in this Agreement until such time as the officer is dismissed or otherwise suspended as a form of disciplinary action. Nothing herein shall limit the Employer's right to place an officer on a temporary administrative leave, with pay, pending the outcome of a formal investigation.

Section 17.3: Suspension and Termination

The parties agree that the Chief of Police (or the Chief's designee shall have the right to suspend an officer for up to thirty (30) days or dismiss a non-probationary bargaining unit employee for just cause, without filing charges with the Village Board of Fire and Police Commissioners. The decision of

the Police Chief or the Chief's designee with respect to the suspension or dismissal action shall be deemed final, subject only to the review of said decision through the grievance and arbitration procedure, provided a grievance is filed in writing within five (5) calendar days after such discipline is imposed. The sole recourse for appealing any such decision by the Chief of Police shall be for the employee to file a grievance as described herein.

If the employee or the Chapter elects to file a grievance as to his or her suspension or dismissal, the grievance shall be processed in accordance with Article VI of this Agreement, except that it shall be filed at Step 3 of the procedure by the employee or the Chapter. In accordance with Section 3 of Article VI, only the Union may take a grievance to arbitration. If the grievance proceeds to arbitration and the arbitrator determines that the disciplinary action was not supported by just cause the arbitrator shall have the authority to rescind or to modify the disciplinary action and order back pay, or a portion thereof. No relief shall be available from the Board of Fire and Police Commissioners with respect to any matter which is subject to the grievance and arbitration procedure set forth in Article 6 of the Agreement. Any appeal of an arbitrator's award shall be in accordance with the provisions of the Uniform Arbitration Act as provided by Section 8 of the IPLRA.

Pursuant to section 15 of the IPLRA and 65 ILCS 10-2.1-17, the foregoing provision with respect to the appeal and review of suspension or discharge decisions shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be contained in the rules and regulations of the Village Board of Fire and Police commissioners. Any verbal warnings, written reprimands, written warnings or other discipline not involving an unpaid suspension, unpaid time off or dismissal shall not be subject to the grievance and arbitration procedure.

ARTICLE XVIII: DRUG AND ALCOHOL TESTING

Section 18.1: Statement of Policy

It is the policy of the Village of Norridge that the public has the reasonable right to expect persons employed by the Village to be free from the effects of drugs and alcohol. The Village has the right to expect its employees to report to work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any established rights of the employees and the general public.

Section 18.2: Definitions

- (a) Restricted Period: A "restricted period" means the following:
- (1) any time the employee is entitled to compensation from the Employer pursuant to a provision of this Agreement, other than nonwork hours for which an employee is entitled to compensation;
 - (2) any time the employee is present on the Employer premises, in vehicles owned and maintained by the Employer; or,
 - (3) any time the employee is operating a vehicle or equipment owned or leased by the Employer.
- (b) "Drug": A "drug" is any nonprescribed controlled substance to which the employee is not authorized to possess or consume by law.
- (c) Positive Test Result: A "positive test result" means that a test performed: (i) on a blood specimen provided by the employee measured an ethyl alcohol concentration in such

- specimen of .05% or more; (ii) if on more than one occasion a blood specimen provided by the employee measured an ethyl alcohol concentration in such specimen of less than .05%, and it can be determined from the test(s) performed on that specimen and in accordance with acceptable medical standards that the ethyl alcohol concentration was .05% or more during a restricted period; (iii) on a urine specimen provided by the employee detected any amount of a drug.
- (d) Reasonable Suspicion: "Reasonable Suspicion" shall be defined as an articulable belief, in writing, based on specific facts and reasonable inferences drawn from those facts that an employee is under the influence of drugs or alcohol, or is using, in possession of or selling drugs or alcohol. Reasonable suspicion shall include whenever and officer is involved in a shooting as defined in P.A. 100-0389.

Section 18.3: Prohibitions

Employees shall be prohibited from:

- (a) consuming or possessing drugs or alcohol (unless in accordance with duty requirements) at any time during a restricted period, including when in the employee's personal vehicle while engaged in the Employer's business;
- (b) illegally selling, purchasing or distributing any drug or alcohol during a restricted period, unless in accordance with duty requirements;
- (c) being under the influence of drugs or alcohol during a restricted period;
- (d) excessive use of legal drugs during a restricted period;
- (e) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Section 18.4: Testing Conditions

- (a) The Employer shall have the right to require an employee to submit to drug or alcohol testing, pursuant to the terms of this Article, under the following conditions:
 - a. where "reasonable suspicion" exists that the employee is in violation of the above prohibitions stated in Section 18.3 the Chief or his designee must certify that reasonable suspicion concerning the affected employee prior to any order to submit to drug or alcohol testing authorized therein. The order shall be documented by a writing given to the Employee within 24 hours of its being transmitted to the Employee.
 - b. Upon the occurrence of an accident of any sort causing property damage while the Employee is on duty; and
 - c. Any accident of any sort which causes personal injury to any person, whether or not in the police vehicle occurring while the Employee is on duty.
 - d. Refusal to submit to such testing may subject the employee to discharge, but the employee's taking of such test shall not constitute a waiver of any objection or rights that the employee may have.
- (b) Prior to release from the Field Training Program to duty status, a probationary employee may be required to supply blood or urine testing without the requirement of "reasonable suspicion".
- (c) The Employer may require an employee to supply a blood or urine sample for testing upon reinstatement to active status following any leave of absence in excess of thirty (30) days without the requirement of "reasonable suspicion".

- (d) The Employer may require an employee to supply a blood or urine sample for testing as a condition of the promotional process or for initial employment with the Employer, without the requirement of "reasonable suspicion".

Section 18.5: Testing Procedures

In conducting the testing authorized by this Agreement, the Employer shall:

- (a) Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- (b) Insure to the best of the Employer's knowledge and belief that the laboratory or facility selected conforms to all NIDA standards;
- (c) Establish a "chain of custody" procedure for both the sample collection and testing that will insure the integrity of the identity of each sample and test result (no employee covered by this Agreement shall be permitted at any time to become a part of such "chain of custody");
- (d) Provide each employee tested with a copy of all information and reports received in connection with the testing and the results;
- (e) Insure that no employee is the subject of any adverse employment action except emergency temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such emergency reassignment or relief from duty shall be immediately discontinued in the event of a negative test result reported to the Employer.

Furthermore, to the best of the Employer's knowledge and belief, the clinical laboratory or hospital facility conducting the tests shall be responsible for:

- (a) Collecting a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside, reserved for later testing if requested by the employee.
- (b) Collect samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable belief that the employee has attempted to compromise the accuracy of the testing procedure.
- (c) Confirm any sample that tests positive in the initial screening for drugs or alcohol by testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.
- (d) Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense, provided the employee notifies the Employer within seventytwo (72) hours of receiving the results of the tests.
- (e) Be required to report to the Employer that the blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular "drug". The parties agree that should any information concerning such testing or the results thereof be

- obtained by the Employer inconsistent with the understandings expressed herein (i.e.: billings for testing that reveal the nature or number of test administered), the Employer will not use such information in any manner or forum adverse to the employee's interests.
- (f) With regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of .05 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive.

Section 18.6: Employee Right to Grieve

The Chapter and/or the employee, with or without the Chapter, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Provided, however, neither the Union or an employee shall have the right to grieve the actions of another member of the bargaining unit.

Section 18.7: Discipline

- (a) **Positive Test Results:** Where the employee tests positive on both the initial and confirmatory tests for drugs or alcohol, the employee shall be subject to discipline appropriate under the circumstances, pursuant to the provisions of this Agreement. However, when the employee is taking prescription medication in conformity with the lawful direction of the prescribing physician or a nonprescription medication in conformity with the manufacturer's specified dosage and the employee has notified the Employer of the use of the prescription or nonprescription medication before any laboratory test is performed on the requested urine and/or blood specimen, a positive test result consistent with the ingredients of such medication shall not constitute cause for discipline. (The Employer may require an employee to provide evidence that any prescription medication has been lawfully prescribed by a physician for the employee.)
- (b) **Refusal To Provide A Blood or Urine Specimen:** An employee's refusal to provide a urine and/or blood specimen for laboratory testing, when requested by the Employer, shall constitute cause for discharge of the employee. An employee's physical inability to provide a urine specimen shall not be considered to be a refusal to provide a specimen. If an employee is physically unable to provide a urine specimen when requested by the Employer, the Employer may request a blood specimen for laboratory testing.
- (c) **Tampering With or Substitution Of A Specimen:** Intentionally tampering with, causing another person to tamper with, substituting for, or causing another person to substitute for a urine and/or blood specimen, whether the employee's own specimen or another employee's specimen, shall constitute cause for discharge of the employee who engages in such activity.
- (d) **Felony Conviction:** The conviction of an employee for any felony a legal element of which requires proof of the possession, sale, use or distribution of a drug shall constitute cause for discharge, whether or not such felony occurred during a restricted period.

Section 18.8: Voluntary Request For Assistance

The employee shall not be subject to disciplinary action when voluntarily seeking treatment, counseling or other support for drug or alcohol related problems. However, the Employer shall not be obligated to retain the employee on active status throughout the period of such rehabilitation if it is appropriately determined that the employee's current use of drug or alcohol prevents such employee

from performing his/her duties or whose continuance on active status would constitute a direct threat to property or safety of others. Such employee shall be afforded the opportunity to use accumulated paid leave of absence periods or take an unpaid leave of absence, at the employee's option, pending completion of such rehabilitative treatment. The foregoing shall not limit the Employer from imposing appropriate disciplinary action if the employee subsequently fails to successfully complete such rehabilitative treatment.

ARTICLE IX: LABOR/MANAGEMENT MEETINGS

Section 19.1: Labor Management Meetings

The Chapter and Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Chapter representatives and representatives of the Employer. Such meetings may be requested by either party by placing in writing, not less than seven (7) days in advance, a request to the other for a "labor/management conference" stating the specific items to be discussed. Such meetings shall be limited to:

- (a) discussion on the implementation and general administration of the Agreement;
- (b) a sharing of general information of interest to the parties; and,
- (c) work safety.

Section 19.2: Purpose

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure and employees on duty at the time shall not experience a loss of pay for attending such meetings. Grievances being processed under the grievance procedure shall not be considered at "labor/management meetings", nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 19.3: Disabling Defects

No employee shall be required to use any equipment that has been designated by both the Chapter and the Employer as being defective because of disabling conditions unless the disabling condition has been corrected.

When an assigned department vehicle is found to have a disabling defect or is in violation of the law, the officer will notify his/her supervisor, complete required reports, and follow the supervisor's direction relative to requesting repair, replacement, or the continued operation of said vehicle.

The Employer shall take all reasonable steps to protect employees during working hours in the performance of their duties.

ARTICLE XX: PERSONNEL FILES

Section 20.1: Personnel File Inspection

The Employer's central personnel files and disciplinary history relating to any officer covered by the terms of this Agreement shall be open and available for inspection by the affected officer during regular daytime business hours, with advance notice to and approval by the Chief of Police or his/her designee. The right of the officer or his/her designee to inspect their personnel file does not apply to:

- (a) letters of reference for that officer;
- (b) any portion of a test document, except that the officer may see a cumulative total test score for either a section of or the entire test document;
- (c) materials used by the Employer for management planning, including but not limited to judgments, external peer review documents or recommendations concerning future salary increases and other wage treatments, management bonus plans, promotions and job assignments or other comments or ratings used for the employer's planning purposes;
- (d) information of a personal nature about a person other than the officer if disclosure of such information would constitute a clearly unwarranted invasion of the other person's privacy;
- (e) an Employer who does not maintain any personnel records;
- (f) records relevant to any other pending claim between the Employer and the officer which may be discovered in a judicial proceeding;
- (g) records relevant to any pending action involving the officer which is or may be subject to consider action before the Village of Norridge Board of Fire and Police Commission;
- (h) investigatory or security records maintained by the Employer to investigate criminal conduct by an officer or other activity by the officer which could reasonably be expected to harm the Employer's property, operations or business or could by the employee's activity cause the Employer financial liability, unless and until the Employer takes adverse personnel action based on information in such records.

Section 20.2: Limitation

Any information of an adverse nature which may be contained in any unfounded or exonerated matter, shall not be used against an officer in any future proceeding except if such is before the Village of Norridge Board of Fire and Police Commission.

Section 20.3: Insertion of Adverse Material

If the Employer inserts any adverse material into the employee's personnel file, or other file which may be used in a personnel matter, of any officer, then the officer shall be afforded an opportunity to review and receive a copy of said material if such a request is made. Further, the affected officer shall have the right to attach a written rebuttal to any such adverse material.

ARTICLE XXI: NONDISCRIMINATION

Section 21.1: Equal Employment Opportunity

The Employer will continue to provide equal employment opportunity for all employees, and develop and apply equal employment practices. Employees may process a grievance for violation of this section up to, but not including, binding arbitration.

Section 21.2: NonDiscrimination

The Employer shall not discriminate against employees, and employment related decisions will be based on qualifications and predicted performance in a given position without regard to race, color, sex, age, religion, disability, or national origin of the employee; nor activities on behalf of the Chapter or membership in the Chapter, or the exercise of constitutional rights. The Employer shall comply with all applicable laws. Employees shall not be assigned or reassigned or have any of their duties changed

for reasons prohibited by this section. Employees may process a grievance for violation of this section up to, but not including, binding arbitration.

Section 21.3: Use of the Masculine Pronoun

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well. It is understood by the Employer and the Chapter that unless otherwise stated in an individual Article or Section all parts of the Agreement apply equally to employees covered herein by the terms of this Agreement. Such terms as officer, employee, etc. shall carry equal weight for the purpose of this Agreement and shall unless otherwise stated be understood to include all employees.

Section 21.4: Preclusion

Any employee covered by the terms of this Agreement shall be precluded from benefiting by the grievance procedures stated herein upon filing any form of complaint with any state or federal agency for an alleged discriminatory act by the Employer. Furthermore, it is expressly understood between the parties that such employee, using the grievance procedures stated herein for such redress of grievance, shall be precluded from filing any such complaint with any state or federal agency upon exhausting same pursuant to this Agreement and shall file such grievance no later than thirty (30) calendar days after the date of occurrence of the matter giving rise to the grievance.

ARTICLE XXII: SUBCONTRACTING

Section 22.1: General Policy

It is the general policy of the Employer to continue to utilize employees to perform work they are qualified to perform. However, the Employer reserves the rights to contract out any work it deems necessary in the interests of economy, improved work product, or emergency, so long as pursuant to state statute. Such subcontracting shall not result in the reduction of bargaining unit employees and/or hours of work.

ARTICLE XXIII: RESOLUTION OF IMPASSE

Section 23.1: Impasse Resolution

If any case of a dispute between the Employer and the Chapter the collective bargaining process reaches an impasse with the result that said Employer and the Chapter are unable to effect a settlement, then the dispute or impasse shall be resolved according to the provisions of the Illinois Public Labor Relations Act, as amended. (5 ILCS 315/14)

ARTICLE XXIV: COMPLETE AGREEMENT

Section 24.1: Complete Agreement

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter

not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE XXV: SAVINGS CLAUSE

Section 25.1: Savings Clause

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

Section 25.2: Continuing Effect


Notwithstanding any provision of this Article of Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties.

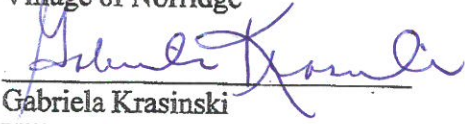
ARTICLE XXVI: TERM


This Agreement shall be effective upon its execution by both parties and shall remain in force and effect until April 30, 2024. Not earlier than ninety (90) days preceding expiration, either party may notify the other in writing of its desire to modify the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day
of May, 2022.


FOR THE EMPLOYER:

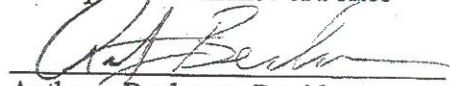

Daniel Tannhauser, President
Village of Norridge

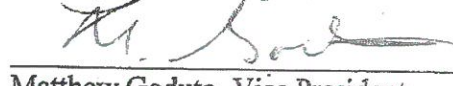

Gabriela Krasinski
Village Clerk


Brian Goss, Chief of Police
Village of Norridge

FOR THE UNION:


Keith George, President
Metropolitan Alliance of Police


Anthony Beckman, President
Norridge Police Chapter No. 249


Matthew Goduto, Vice President
Norridge Police Chapter No. 249

**Appendix A
Wages**

TIER 1

EMPLOYEES HIRED PRIOR TO JUNE 1, 2015:

for purposes
of calculation
only

		CURRENT 5/1/2019	Effective 5/1/2020 0%	plus \$1k 4/30/2021	Effective 5/1/2021 3%	Effective 5/1/2022 3%	Effective 5/1/2023 3%
Sergeant		112,813.8 0	112,813.8 0	113,813.8 0	117,228.2 1	120,745.0 6	124,367.4 1
Corporal		105,738.3 1	105,738.3 1	106,738.3 1	109,940.4 6	113,238.6 7	116,635.8 3
Patrol Officer	7 yrs +	97,993.80	97,993.80	98,993.80	101,963.6 1	105,022.5 2	108,173.2 0
	6 yrs / 7 yrs	93,757.34	93,757.34	94,757.34	97,600.06	100,528.0 6	103,543.9 0
	4 yrs / 5 yrs	89,250.51	89,250.51	90,250.51	92,958.03	95,746.77	98,619.17
	18 mos / 3 yrs	85,333.93	85,333.93	86,333.93	88,923.95	91,591.67	94,339.42
	12 mos / 18 mos	70,950.18	70,950.18	71,950.18	74,108.69	76,331.95	78,621.90
	Start / 12 mos	64,028.17	64,028.17	65,028.17	66,979.02	68,988.39	71,058.04

TIER 2

EMPLOYEES HIRED AFTER JUNE 1, 2015:

for purposes
of calculation
only

		CURRENT 5/1/2019	Effective 5/1/2020 0%	plus \$1k 4/30/2021	Effective 5/1/2021 3%	Effective 5/1/2022 3%	Effective 5/1/2023 3%
Patrol Officer	Year 10	97,993.80	97,993.80	98,993.80	101,963.6 1	105,022.5 2	108,173.2 0
	Year 9	94,219.57	94,219.57	95,219.57	98,076.16	101,018.4 4	104,049.0 0
	Year 8	90,445.64	90,445.64	91,445.64	94,189.01	97,014.68	99,925.12
	Year 7	86,671.73	86,671.73	87,671.73	90,301.88	93,010.94	95,801.27
	Year 6	82,897.79	82,897.79	83,897.79	86,414.72	89,007.17	91,677.38
	Year 5	79,123.87	79,123.87	80,123.87	82,527.59	85,003.41	87,553.52
	Year 4	75,349.94	75,349.94	76,349.94	78,640.44	80,999.65	83,429.64
	Year 3	71,576.02	71,576.02	72,576.02	74,753.30	76,995.90	79,305.78
	18 mos / 24 mos	67,802.08	67,802.08	68,802.08	70,866.14	72,992.13	75,181.89
	Start / 18 mos	64,028.17	64,028.17		65,949.02	67,927.49	69,965.31

(Probationary)

Appendix B

Health

PPO Plan - MPP73863

HSA High Deductible PPO – MPEQ1Z07

HMO Plan - MHHB166

SIDE LETTER OF AGREEMENT

DRUG TESTING FOLLOWING OFFICER INVOLVED SHOOTINGS

The Village of Norridge (Village), the Metropolitan Alliance of Police Norridge Police Chapter # 249, referred to herein as the "Union") hereby agree to the following policy to be implemented in accordance with 50 ILCS 727/1-25:

1. The Union agrees that its members shall be required to abide by the Village's Policy regarding Officer Involved Shooting and Deaths including the section that requires each officer who is involved in an officer involved shooting to submit to drug and alcohol testing, so long as such testing is required by 50 ILCS 727/1-25 or any similar state law.

2. 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 their 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.

3. The parties agree that 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. Nor does the term "involved in" include officers who discharged their weapons when it is undeniably clear their projectiles did not actually strike any person or persons.

4. The parties agree that the provisions of the collective bargaining agreement regarding drug testing and standards for discipline shall regulate the drug testing procedures and the consequences for any positive drug test results.

5. 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. Such testing shall only be done by urinalysis or breathalyzer. Blood tests shall only be administered with a warrant, unless the officer otherwise consents. This does not limit the Village's right to obtain test results via other available legal process.

By: _____

Date: _____

By: _____

Date: _____