NEGOTIATED AGREEMENT BETWEEN THE

METROPOLITAN ALLIANCE OF POLICE
MOUNT PROSPECT POLICE CHAPTER #84

AND

THE VILLAGE OF MOUNT PROSPECT

January 1, 2020

through

December 31, 2022

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NEGOTIATED AGREEMENT BETWEEN THE VILLAGE OF MOUNT PROSPECT AND THE METROPOLITAN ALLIANCE OF POLICE MOUNT PROSPECT POLICE CHAPTER #84

PREAMBLE

This Agreement entered into by the Village of Mount Prospect, Cook County, Illinois, hereinafter referred to as the Employer, and the Metropolitan Alliance of Police Mount Prospect Police Chapter #84, hereinafter referred to as the Chapter, to promote mutually beneficial relations between the Employer and the Chapter, and is set forth herein the full agreement between the parties concerning rates of pay, wages and other conditions of employment for bargaining unit members of the Village of Mount Prospect, as defined herein below and hereinafter referred to as "Officers" or "employees", or when the context requires a singular noun, as "Officer" or "employee."

ARTICLE I.
RECOGNITION

Section 1.1. Recognition & Representation:

The Village recognizes the Chapter as the sole and exclusive bargaining agent with respect to wages, hours and other conditions of employment for employees classified as sworn Police Officers below the rank of Sergeant regardless of job assignment.

Police Department employees with the rank of Sergeant and above are not part of the bargaining unit which includes Police Officers nor are they covered by the terms of this Agreement. If, by operation of law, rule or regulation, Sergeants and above are required to be included in the bargaining unit covered by this Agreement, such employees shall only be entitled to protection, benefits, or other wages, hours or working conditions of this Agreement where they are specifically named by name, rank, job title or other special identification.

Section 1.2. Fair Representation:

The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit.

Section 1.3. Gender:

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

Section 1.4. Chapter Officers:

For purposes of this Agreement, the term "Chapter Officers" shall refer to the Chapter's duly elected President, Vice-President, Secretary and Treasurer.

ARTICLE II.
MANAGEMENT RIGHTS

Section 2.1. Management Rights:

It is understood that the management and the direction of the working force is vested exclusively to the Employer except as specified in the other Articles of this Agreement. It is the Employer's right to hire, demote, suspend or discharge; layoff, promote, assign or transfer employees to any job or any work, any time or anywhere; to increase or decrease the working force; to determine the number and size of the work shifts; to determine the number of employees assigned to any work or any job; to determine the hours of work per day or week; to make work rules for the purpose of efficiency, safe practices and discipline; to establish performance standards and to review employees under these standards; to determine the equipment to be used; to make technological changes; to determine the number and location of its operations; to move, close or liquidate its operations in whole or in part; to separate or reassign its employees in connection with said moving, closing or liquidating; the right to transfer; to subcontract work; to determine the duties and production standards; to combine jobs, to eliminate classifications or work; to require overtime work; and to fill new jobs and set a wage rate subject to negotiations over such wage rate.

The rights and powers of management mentioned in this collective bargaining agreement do not list or limit all such powers, and the rights listed together with all other rights, powers and prerogatives of management, not specifically ceded in this Agreement remain vested exclusively in management.

The exercise by management of, or its waiver of, or its failure to exercise its full right of management or decision on any matter or occasion, shall not be a precedent or be binding on management, shall not be the subject or basis of any grievance, shall not be admissible in any arbitration proceeding. The right of management shall not be amended or limited by any claimed or unwritten custom, past practice or informal agreement, nor by any claim that management has claimed, condoned or tolerated any practice or any act or acts of any employees. No practice which has developed, either with or without the consent of the Employer, shall be considered part of this contract unless it is in writing and included in this contract.

Nothing in this Article shall abrogate or alter any other Article of this Agreement.

ARTICLE III.
LAYOFF

Section 3.1. Reduction In Force and Reinstatement:

The Village in its discretion shall determine when and whether a reduction in force or reinstatement are necessary. If the Village so determines that these conditions exist, employees covered by this Agreement will be reduced or reinstated in accordance with their length of service with the Village as provided in Illinois Compiled Statutes, 65 ILCS 5/10-2.1-18. All affected Officers shall receive notice in writing of the layoff at least fifteen (15) calendar days in advance of the effective date of such layoffs.

ARTICLE IV.
NO STRIKE CLAUSE

Section 4.1. No Strike Clause:

Neither the Chapter nor any officers, agents or employees will instigate, promote, sponsor, engage in or condone any strike, sympathy strike, secondary boycott, slowdown, speed-up, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass resignations, mass absenteeism, or picketing which in any way results in the interruption or disruption of the operations of the Village, regardless of the reason for so doing. Each employee who holds the position of officer or steward of the Chapter occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Chapter agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 4.2. No Lockout:

The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Chapter.

Section 4.3. Judicial Restraint:

Nothing contained herein shall preclude the Village or the Chapter from obtaining judicial restraint and damages in the event the other party violates this Article.

Section 4.4. Discipline of Strikers:

Any officer who violates the provisions of Section 4.1 of this Article shall be subject to disciplinary action and statutory penalties. Any action taken by the Employer against any officer who participates in any action prohibited by Section 4.1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure.

ARTICLE V.
COMPENSATION AND HOURS OF WORK

Section 5.1. Compensation:

Compensation of the Police Officers covered by this Agreement of the Village of Mount Prospect shall be paid according to Appendix A attached hereto and by reference incorporated herein. Said compensation shall include base pay, longevity pay and special assignment incentive pay. Said compensation shall be effective January 1, 2020 and any and all retroactive pay shall be distributed to the Officers in a lump sum on or before 30 days after the date of execution of this agreement. The retroactive pay lump sum is less any deductions (i.e. health insurance) applicable per the collective bargaining agreement.

Section 5.2 Duty Shifts and Patrol Work Schedule

Day and Afternoon Shift Work Day: An Officer's duty shift is an eight (8) hour scheduled period of time preceded by a fifteen (15) minute roll call briefing. Each Officer shall take a paid thirty (30) minute break each duty shift whether or not the period is used for food consumption. An Officer who completes a full shift will be credited with eight (8) hours of "time worked" for purposes of calculating premium overtime as required under the Fair Labor Standards Act. If an Officer works a double shift, said Officer will be compensated a full eight (8) hours if he/she works the entire second shift. An Officer called in to work a short shift will be compensated for a full eight (8) hours if the entire shift is worked.

For purposes of calculating the accrual and use of paid time off the parties agree each day shall consist of eight (8) hours, in keeping with the previous conduct of the parties, (i.e. vacation, personal, time due, sick time of any other authorized and paid time off).

Midnight Shift Work Day: An Officer's duty shift is a nine (9) hour scheduled period of time including a fifteen (15) minute roll call briefing. Each Officer shall take a paid thirty (30) minute break each duty shift whether or not the period is used for food consumption. An Officer who completes a full shift will be credited with eight (8) hours of "time worked" for purposes of calculating premium overtime as required under the Fair Labor Standards Act. If an Officer works a double shift, said Officer will be compensated for all hours worked after the termination of the nine (9) hours shift if he/she works the entire second shift. An Officer called in to work a short midnight shift (as defined in Section 5.4) will be compensated for a full (9) hours worked if the entire shift is worked.

For purposes of calculating the accrual and use of paid time off the parties agree each day shall consist of eight (8) hours, in keeping with the previous conduct of the parties, (i.e. vacation, personal, time due, sick time of any other authorized and paid time off).

Annual Shift Assignments: Officers will be assigned to shifts on an annual basis according to the following procedure:

a. The Chief of Police or his designee will assign officers to rotating shifts for their first two years from date of hire. Absences beyond thirty (30) cumulative calendar days caused by leaves such as military deployments, illness, injuries including duty related, will extend the rotational period for the period absent. The Parties further agree that after the two year rotation is completed those employees will be allowed to bid their shift assignment at the next scheduled annual bid until that time shift assignments will be based on seniority. It is also agreed that the Chief of Police has the authority to shorten the two year rotational at times for operational necessity.

b. On or about October 15th of each year the Police Chief or his designee may assign up to three (3) non-probationary officers to shifts in the coming year without regard to their seniority. The Chief of Police or his designee will provide these officers with a written explanation for their assignments.

c. The Chief of Police or his designee will make the annual shift assignments for officers not included in a. or b. above by seniority and shift assignment preference (as reflected on the annual shift bid sheets). The Chief of Police or his designee will deviate from this procedure when necessary to balance specialties among the patrol shifts, and will utilize seniority and preference when balancing specialties.

Patrol Section Day and Afternoon Shifts Work Schedules: The parties to this collective bargaining agreement agree that the Village shall maintain the current "5/2 - 5/3" work schedule for all Officers assigned to the Day and Afternoon Shifts in the Patrol Section of the Mount Prospect Police Department. Pursuant to this schedule, Officers shall work five (5) days on – three (3) days off – five (5) days on – two (2) days off, with the Officers' days off rotating through the schedule.

As part of the Patrol Section Day and Afternoon Shift work schedules, the Chapter agrees that all affected Officers shall provide forty (40) "payback hours" each year. At the affected Officer's payback hours may be paid back by participating in the following activities:

- Attending off-hours training assignments,
- Working overtime details,
- Attending court, or
- Working additional duty hours when the payback hours are completed by mutual agreement of the Officer and the Chief of Police or his designee.

An Officer will receive a two (2) hour minimum payback for off-hours training completed on duty days and a four (4) hour minimum payback for training completed on an Officer's regular day off. Routine weapons qualifications sessions will be considered training for purposes of receiving these payback minimums.

The use of call-in time or court time as payback shall include the minimum hours requirements set forth in this agreement.

Payback hours will be completed on a one-for-one basis, regardless of the rate of pay. The Officer and the department shall endeavor to schedule payback hours to be completed as efficiently as possible in activities that accomplish legitimate department purposes. Should an Officer not complete payback hours as set forth in the schedule above, he/she shall forfeit accrued leave time to make up any difference, in the following order; time due (calculated at straight time, hour-for-hour), personal, or vacation or shall be ordered to work additional duty shift hours (calculated at straight time, hour-for-hour).

Patrol Section Midnight Shift Work Schedule: The parties to this collective bargaining agreement agree to a "5/3" work schedule for all Officers assigned to the Midnight Shift in the Patrol Section of the Mount Prospect Police Department. Pursuant to this schedule, Officers shall work five (5) days on shift followed by three (3) days off with the Officers days off rotating through the schedule. The workday will be **nine (9) hours**. The Village agrees Officers working this schedule will not be required to provide "payback hours."

Shift Assignment Grievance Limitations: The only officers who can file grievances to dispute the Chief's shift assignments pursuant to section (b) above will be the three (3) officers assigned pursuant to the October 15th criteria listed in section b. In these cases, the grievants have the responsibility of proving the Chief of Police or his designee made the assignments other than for reasons of realizing a department goal or objective or for a legitimate operational concern of management. These grievances, and these grievances alone, shall be settled according to the following "expedited" grievance procedure:

1. The affected individuals shall file grievances alleging inappropriate shift assignments no later than seven (7) business days following said assignment.

2. The Employer shall issue a written response no later than seven (7) business days following receipt of the grievance.

3. In the event the Parties are unable to reach a resolution within seven (7) business days of the Union receiving the Employer's response the Parties agree that an arbitrator will be selected pursuant to Article XI, Section 11.2 at Step Four, and a hearing date set within twenty-one (21) days and that the selected arbitrator will be required to issue an award within fourteen (14) days of the completion of the hearing.

Section 5.3. Call Back:

Any Officer covered by this Agreement who is called back to work on an assignment which does not continuously follow an Officer's regularly scheduled working hours shall be compensated a minimum of two (2) hours for each call back from the time when the Officer receives notice to return to work or the actual time worked, whichever amount is greater.

In the event that an employee is off duty and is called back to duty, said employee shall be

paid at the hourly rate of one and one-half (1 1/2) time the employee's regular hourly rate of pay, and shall be paid a minimum of two (2) hours compensation. There shall be no pyramiding in calculating premium pay.

Section 5.4. Overtime:

Consistent with Section 5.2 above, each Officer covered by this Agreement shall be compensated for all hours worked in excess the Officer's scheduled shift per work day at the rate of time and one-half (1 1/2) the regular hourly rate of pay. Overtime is paid in quarter (1/4) hour increments with seven (7) minutes being rounded down and eight (8) minutes rounded up. For purposes of this Section, every Officer covered by this Agreement shall begin to earn overtime pay after working in excess of 7.5 minutes after the end of his/her shift.

When overtime assignments for full "SHORT SHIFTS" (defined as a full duty shift which is below minimum manpower standards and requires the continuation of an on-duty Police Officer covered by this Agreement) are not filled on a voluntary basis and it becomes necessary to order an Officer to work, the Officer shall be chosen by reverse seniority. Provided, however, no Officer, regardless of whether they are forced or volunteer to work for the full duty shift, shall be ordered to work more than one (1) shift holdover within three (3) consecutive calendar days unless the Officer agrees to do so. It is also agreed that the Chief of Police or his designee may deviate from these standards when they believe unusual circumstances exist or particularly qualified Officers are necessary.

Section 5.5. Hours Worked:

"Hours worked" for purposes of calculating overtime or any other benefit shall include all hours actually worked and any paid leave of absence which shall include but shall not be limited to Sick Leave, Vacation Leave, Holiday Leave, Compensatory Time Off and any other authorized paid time off.

Elective medical procedures that would require sick leave off due during key recognized holiday periods of Fourth of July, Thanksgiving, Christmas, and New Years will not be granted unless sufficient manpower is available to cover these periods.

Section 5.6. Court Time:

Employees shall receive time and one-half (1 1/2) for all Court time, and shall be paid for a minimum of three (3) hours per Court call; once in the morning and once in the afternoon if so scheduled. An Officer assigned to a specific Court call that continues on into another scheduled Court call will be paid at the time and one-half (1 1/2) rate for actual time in Court but shall not be entitled to an additional three (3) hour minimum. If a morning Court is continued to the afternoon call for a lunch break, the Officer will be paid overtime through the lunch break until completion of the original call. If a morning case is reassigned to the afternoon call by the Judge, a second three (3) hours minimum will be paid.

Officers working the day shift who are in Court when, and after, their shift ends shall receive overtime and not a three (3) hour minimum.

Midnight shift officers attending court will receive the three (3) hour minimum court time benefit unless they are required to return to responsibilities connected to his/her duty shift responsibilities, afternoon shift officers attending court will receive the three (3) hour minimum court time benefit.

Officers reporting to a Court location other than the location normally assigned, shall have paid time computed when they sign out at the police headquarters if they are using a Village provided vehicle; further they shall be eligible for necessary and reasonable out-of pocket expenses (i.e. parking, mileage) to travel to such different courts (e.g., Chicago). It is understood the Rolling Meadows Court is deemed a normal assignment. At remote court locations, overtime starts at sign in, just as at the Rolling Meadows court location, unless a Village provided vehicle was utilized by the affected Officer.

Section 5.7 Special Assignments:

Special assignments shall be compensated at the rate of $45 per hour effective on the date of ratification of this Agreement. Any change in payment amount will be applied at the time of the actual work performed. Special assignments shall be equalized. The Village agrees that should it decide to charge an administrative fee in connection with these special assignments said fee shall be reasonable.

Section 5.8 Travel Time Compensation:

As to travel time, the Village agrees to compensate members for travel required by the department, which shall require travel to a point in excess of 150 miles from Mount Prospect (to include Champaign, Urbana) or those instances where the member is required to remain away overnight.

Section 5.9 Time-Due/Compensatory Time:

Employees may opt to have overtime and/or Court time placed on the individual Time Due Records at the rate of time and one-half (1 1/2) in lieu of monetary payment on the payroll check. Exception: Outside details in which the Village is receiving reimbursement at a flat rate or actual time and one-half (1 1/2) rate must be taken by the individual as monetary compensation on the payroll check.

The Department will allow a maximum of forty (40) hours to be carried over to the next calendar year without loss. Officers with an excess of forty (40) hours on the Time Due Book as of November 15 each year, will receive cash-in payment, such payment shall be included in the officer's last payroll in December. Shift Supervisors will take the steps necessary to ensure adequate manpower for their shift prior to approving time due.

Section 5.10. Exchanging Shift Assignments:

Officers requesting to switch days off or switch duty tours with other Officers must submit written requests at least forty eight (48) hours in advance of the first scheduled change, absent emergency conditions. Emergency switches must carry the authorization of the Chief of Police or Deputy Chief or his designee. Switches must carry the approval of the supervisors of all shifts affected by the change. The requests shall not be honored if granting such a request would adversely affect police department operations.

Section 5.11. Meetings:

Any Officer required to be at a mandatory meeting which immediately proceeds or follows his regularly assigned duty shift shall be compensated for a minimum of two (2) hours at time and one-half the Officer's hourly rate of pay. Any Officer covered by this Agreement required to be at a mandatory meeting on his/her day off shall be compensated for a minimum of two (2) hours at time and 1/2 the Officer's hourly rate of pay or four (4) hours straight time due. Said compensation payment to be at the Officer's discretion.

Section 5.12. Work Breaks:

Breaks may be taken at the discretion of the Supervisor. The Supervisor shall ensure that adequate coverage exists at all times during break periods. The Break period is considered on-duty time and personnel are considered to be available for any assignment during any break period, including all routine calls within their beat.

ARTICLE VI.
UNION SECURITY AND DUES CHECK-OFF

Section 6.1. Dues Deductions:

Upon receipt of proper written authorization from an employee, the Employer shall deduct each month's Chapter dues in the amount certified by the Treasurer of the Chapter from the pay of all Officers covered by this Agreement who, in writing, authorize such deductions. Said funds shall then be submitted to the Metropolitan Alliance of Police at the end of each month.

Section 6.2. Indemnity:

The Chapter hereby indemnifies and agrees to hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of, any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article, and shall reimburse the Village for all legal costs that shall arise out of, or by reason of action, taken or not taken by the Village in compliance with the provisions of this Article, unless such action is initiated or prosecuted by the Village, except for purposes on enforcing this section.

Section 6.3 Bulletin Boards:

The Village shall provide the Chapter with designated space on available bulletin board(s), upon which the Chapter may post its official notices.

Section 6.4 Labor-Management Meetings:

The Chapter and the Employer agree that, in the interest of efficient management and harmonious employee relations, meetings will be held if mutually agreed between Chapter representatives and responsible administrative representatives of the Employer. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the

other for a "labor-management conference" and expressly providing the specific agenda for such conference. Such conferences, times and locations, if mutually agreed upon, shall be limited to:

a. discussion on the implementation and general administration of this agreement;

b. a sharing of general information of interest to the parties; and

It is expressly understood and agreed that such conferences shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management conferences," nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such conferences.

Attendance at labor-management conferences shall be voluntary on the employee's part. Attendance at such conferences shall not interfere with required duty time and attendance, if during duty time, is permitted only upon prior approval of the employee's supervisor. The Village in its sole discretion shall determine its representatives at such meetings.

ARTICLE VII.
VACATION

Section 7.1. Vacation Program:

Full-time employees shall be entitled to vacation as set out below, based on continuous service of:

Up to six (6) months service	40 hours
Upon completion of Six (6) months to one (1) year	40 hours
Upon completion of One (1) year to five (5) years	80 hours
Upon completion of Five (5) years to six (6) years	96 hours
Upon completion of Six (6) years to seven (7) years	104 hours
Upon completion of Seven (7) years to ten (10) years	120 hours
Upon completion of Ten (10) years to eleven (11) years	136 hours
Upon completion of Eleven (11) years to twelve (12) years	144 hours
Upon completion of Twelve (12) years to thirteen (13) years	152 hours
Upon completion of Thirteen (13) years to eighteen (18) years	160 hours
Upon completion of Eighteen (18) years to twenty (20) years	172 hours
Upon completion of Twenty (20) years and up	184 hours

For example, for an employee hired date on February 1, 2000, on February 1, 2020 the employee will accumulate vacation time at the annual 184 hour rate.

Continuous service as utilized hereinabove shall be earned and calculated based on an employee's starting/anniversary date and shall mean any period of employment uninterrupted by separation. A normal full-time workday is considered to be eight (8) hours.

Vacation shall be taken during the calendar year January 1st through December 31st. A maximum of one (1) years accrual shall be allowed to carry over from one calendar year to the next.

The Chief of Police in determining the annual vacation schedule will take into consideration the desires of the individual employee, the interests of the Village and the needs of the Department. In the event of conflict in employee scheduling, seniority will be considered.

Employees entitled to more than eighty (80) hours vacation time shall be entitled to take it consecutively with the authority of the Chief of Police.

Employees shall be entitled to split their allowable vacation into a maximum of five (5) units (a unit being a minimum of three (3) vacation days or more). Officers may use vacation time in addition to their five (5) splits with such time to be governed under the rules of personal time use. Such selections shall be equalized. More than two (2) employees may be on vacation simultaneously on a shift in question subject to the approval of the Chief of Police, which shall not be unreasonably withheld, and further provided that any such splitting must be approved by the Shift Commander, who shall not unreasonably withhold such approval.

Section 7.2. Vacation Schedule:

Regularly Scheduled Days Off (RDOs) shall not be considered part of an officer's vacation leave for the purpose of determining the number of Officers on vacation.

Section 7.3. Vacation Cash-in Payment:

Officers who are eligible and request vacation cash-in payment, such payment shall be included in the officer's regular payroll check with the last payroll in March and the first payroll in September.

ARTICLE VIII.
HOLIDAY AND PERSONAL TIME

Section 8.1. Holiday:

Full-time employees shall receive the following holidays:

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

In the event that an employee works on any of the above days, he shall receive hourly pay at the rate of double time and one-half (2 1/2) hourly pay he would regularly receive for working. Any employee working in excess his/her regular duty shift on any of the above listed holidays, shall receive time and one-half (1 1/2) for hours worked plus one (1) hour of premium pay for every two (2) hours in excess of eight (8) hours worked on a holiday for employee's assigned to the Patrol Section's Day or Afternoon Shifts. Any employee working in excess his/her regular duty shift on any of the above listed holidays, shall receive time and one-half (1 1/2) for hours worked plus one (1) hour of premium pay for every two (2) hours in excess of nine (9) hours for employee's assigned to the Patrol Section's Midnight Shift.

In the event an employee works less than eight (8) hours on any of the above days, he shall receive the regular hourly pay for such hours for which he does not work, which non-working hours shall be calculated by subtracting the total hours worked from eight (8).

In the event that an employee is not scheduled to work on a day on which a holiday falls, he shall nevertheless receive eight (8) hours pay for the holiday in addition to his time off.

Section 8.2. Personal Time:

Each full-time employee shall earn four (4) hours per month off with pay during the calendar year. Said time shall not be charged against vacation or sick time.

To be eligible, an employee must schedule the time and receive the approval of his/her supervisor.

All personal time not used may be carried over to the next calendar year without loss, up to a maximum of seventy-two (72) hours.

Officers who are eligible and request personal time cash-in payment, such payment shall be included in the officer's regular payroll check with the last payroll in March and the last payroll in September.

ARTICLE IX.
LEAVE OF ABSENCE

Section 9.1. Absence from Work:

All absences from work must be reported to the Supervisor in charge prior to assigned working shift pursuant to department policy.

Section 9.2. Sick Leave:

Each full-time employee shall earn eight (8) hours per month paid sick leave to be used when an Employee is physically unable to report to work. In the event that an Employee experiences a family emergency, the Officer may utilize sick leave for the purposes of caring for the Employee's immediate family. Employees may utilize no more than six (6) sick days per year to care for a family member due to illness, injury, or a medical appointment. A family member is defined as a spouse, child, stepchild, mother, father, sibling, mother-in-law, father-in-law, grandparent, or step grandparent. The parties further agree that upon request of the Chief of Police or his designee the employee must provide explanation or verification of family emergency, including proof that his/her presence was necessary. These hours shall be earned on a monthly basis, so that beginning with January of each year each employee on full-time active duty shall be credited with eight (8) hours sick leave at the end of the month.

An individual may accumulate up to four hundred eighty (480) hours of unused sick leave.

Prior to February 1st of each year, the Village shall calculate how many sick hours above four hundred eighty (480) have been credited to and remain unused by any given employee as of December 31st of the previous year. If between December 31st of the previous year and the following January 15th, the employee shall have notified the Finance Department of the Village in writing of his/her desire to continue to accumulate in one or more groups of forty-eight (48) hours above four hundred eighty (480) that have remained unused during the previous year, such employees shall be allowed to accumulate such additional time above and beyond four hundred eighty (480) hours to a maximum of seven hundred sixty-eight (768) hours.

In February of each year, the Village, shall compensate the employee at the rate of fifty percent (50%) of the time accumulated above and beyond four hundred eighty (480) hours, or such other number of hours provided the Village has been notified such additional number to be accumulated and not compensated for as set forth hereinabove. Payment of requested sick leave shall be included with the last regular payroll in February.

As to questions raised concerning sick leave, employees may be required to obtain a medical release before returning to work after being off from work for three (3) or more consecutive working days for their personal illness. If there is a dispute about the validity of the information in the medical release, the parties agree to follow the second and third opinion provisions of 29 CFR 825.307(b).

In those instances where the Village finds it necessary, based on reasonable suspicion, to verify an illness, they will visit the home only after making a call and getting no response. They reserve, however, the right to use other procedures to, in fact, verify the reported illness, if necessary, but in so doing to attempt to recognize the dignity and rights of the parties involved.

Section 9.3. Funeral Leave:

The Village agrees to allow any employee up to three (3) days leave with pay in order to attend the funeral of anyone in the immediate family or to attend to necessary related matters. Said time off shall not be charged to an employee's accrued time off. The immediate family shall include: father, mother, foster-father, foster-mother, step-father, step-mother, step-children, brother, sister, step-brother, step-sister, spouse, children, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents-in-law and includes a person who has an established civil union with the employee pursuant to Illinois law.

Section 9.4. Military Leave:

The Village will follow the minimum requirements upon applicable Federal or State laws as cited herein including, Illinois Serviceman's Employment Tenure Act under Illinois Compiled Statutes 330 ILCS 60/4.

Section 9.5. Jury Duty:

Police Officers are granted regular compensation for their regular work days when serving on jury duty.

ARTICLE X.
EDUCATION BENEFITS

Section 10.1. Travel and Meeting Expense Allowances:

The Village, upon the Chief's approval shall reimburse Police Officers for professional conferences and training seminars, providing such funds are available.

Conventions, seminars, workshops, and conferences, generally of a national scope or regional (multi-state), gathering of national groups may be attended by Officers if the gathering of national groups is specifically related to his technical area. In all cases, specific approval by the Chief of Police is necessary.

State-wide conventions, seminars, workshops and conferences may be attended by Officers.

Attendees may include Police Officers who can be shown to have an interest in the gathering which directly relates to his/her area of work with specific approval of the Chief of Police.

Any Police Officer attending any conferences, meeting, seminar or convention and being reimbursed by the Village or on Village payroll is expected to conduct themselves in a manner as if they were still at work. Any improper conduct will be treated as if it occurred during regular working hours.

ARTICLE XI.
GRIEVANCE PROCEDURE

Section 11.1. Definition:

A grievance is a difference of opinion between an employee and the Village with respect to the meaning or application of the express terms of this Agreement excluding matters within the jurisdiction of the Board of Fire and Police Commissioners.

Section 11.2. Procedure for Grievance:

Recognizing that it is to the benefit of all concerned to raise and settle grievances promptly, a grievance must be raised within seven (7) days (as defined in Section 11.6) of the time the grievant becomes aware of the facts giving rise to the grievance.

STEP ONE: The employee, with or without a Chapter representative, may take up a grievance with the Watch Commander within seven (7) days of its occurrence. The Watch Commander shall then attempt to adjust the matter and shall respond within seven (7) days after such discussion. If the grievance is adjusted at Step One, the Supervisor shall notify the Chief and Chapter representative in writing within ten (10) days thereafter the nature of the grievance and its resolution.

STEP TWO: If not adjusted in Step One, the grievance shall be reduced to writing and presented by the Chapter to the Chief of Police within ten (10) days following the receipt of the Watch Commander's answer in Step One. The Chief of Police shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting with the employee, his/her immediate Supervisor or Watch Commander, and Chapter Representative within ten (10) days after receipt of the grievance from the Chapter. The Chief of Police shall then render a decision, based on the supplied information during the meeting, within ten (10) days of the meeting.

STEP THREE: If the grievance is not adjusted in Step Two, the grievance shall be submitted to the Village Manager or his designated representative within seven (7) days of the receipt from the Chief of Police of his response to the Step Two procedure. A meeting shall be held at a mutually agreeable time and place and participants shall discuss the grievance and hopefully come to an equitable solution. If a grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the Village Manager, or his designated representative, shall give the Chapter the Employer's answer within ten (10) days following their meeting.

STEP FOUR:

a. If the Chapter is not satisfied with the decision of the Village Manager, the Chapter may appeal the grievance to arbitration by notifying the Village Manager in writing within ten (10) days after receipt of the Village Manager's response in Step 4. Within ten (10) days of receipt of such request the Chapter and/or the Village shall request a list of seven (7) arbitrators who shall be members in good standing of the National Academy of Arbitrators from the Federal Mediation and Conciliation Service (FMCS). Both the Village and the Chapter shall have the right to strike three (3) names from the panel. The order of alternate striking shall be determined

by a coin toss, with the losing party starting by striking a name first. The person remaining shall be the arbitrator. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. The arbitrator shall fix the time and place of the hearing which shall be as soon as possible after his selection subject to the reasonable availability of Chapter and Village representatives.

The Arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing subject to the availability of Chapter and Village representatives.

The Village and Chapter shall have the right to request the Arbitrator to require the presence of witnesses or documents. Both parties may retain the right to employ legal counsel.

b. The power of the arbitrator shall be limited to the interpretation and application of the written terms of this Agreement. In no event may the terms and provisions of the Agreement be deleted, modified or amended by the arbitrator. He shall consider and decide only the specific issue raised by the grievance as originally submitted in writing to the Village, and shall have no authority to make his decision on any issue not so submitted to him. The arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. In the event the arbitrator finds a violation of the Agreement, he shall determine an appropriate remedy. The decision of the arbitrator shall be final and binding on the parties. No decision or remedy of the arbitrator shall be retroactive beyond the period specified in Step 1 of this grievanceprocedure.

Section 11.3. Fees and Expenses of Arbitration:

The fee and expenses of the arbitrator and the cost of the written transcript, if requested by both parties, shall be divided equally between the Village and the Chapter provided, however, that each party shall fully bear the expense of preparing and presenting its own case including the costs of witnesses and other persons (not employed by the Village) it requires to attend the arbitration. Should only one party request a transcript, that party shall pay for the cost of the transcript.

Section 11.4. General Rules:

a. Any decision not appealed by the employee or the Chapter as provided within the time limits specified in each step shall be considered settled on the basis of the latest decision and shall not be subject to further appeal. Any grievance not answered within the time limits specified in each step shall be automatically appealed to the next step. However, time limits at each step may be extended by mutual written agreement of the Chapter and the Village.

b. No matter or action shall be treated as a grievance unless a grievance is filed in accordance with this Article.

c. No grievance settlement made as a result of the grievance procedure shall contravene the provisions of this Agreement.

Section 11.5. Notice of Union Representation:

The Chapter shall certify to the Village the names of those officers who are designated as unit representatives. These officers shall be the only employees authorized to function as representatives on each respective shift and division.

Section 11.6. Definitions:

Days, as referred to in this Article, shall mean Monday through Friday, excluding holidays and weekends.

Section 11.7. Miscellaneous Grievance Provision:

All grievances shall set forth the specific grievance and contract provisions involved as well as the relief sought. All meetings shall take place in a manner which does not interfere with Village operations. Neither the grievant nor his representative shall be entitled to any overtime payments for time spent in processing or investigating a grievance.

ARTICLE XII.
DISCIPLINE

Section 12.1. Procedure of Discipline:

If the Village has reason to discipline an employee, it will take into consideration methods to do so which would not unduly embarrass the employee before other fellow employees or members of the public.

Section 12.2. Discipline and Discharge/Investigations:

Disciplinary actions instituted by the Village shall be for reasons based upon an employee's failure to fulfill his/her responsibilities as an employee. Where the Village believes just cause exists to institute disciplinary action it shall have the option, consistent with the principles of timely progressive discipline imposed for the purpose of encouraging corrective employee action, to assess an appropriate penalty which include the following penalties:

Oral Reprimand;
Written Reprimand;
Suspension; or
Termination.

Any disciplinary action or measure other than an oral and written reprimand imposed upon an employee shall be subject to review and appeal as provided for in this Agreement. An oral and written reprimand shall not be subject to arbitration or to review by the Board of Fire and Police Commissioners. However, an employee is entitled to write a response to any oral or written reprimand and that response will be attached to the corresponding discipline. The Union shall have the right to file grievances concerning discipline covering suspension without pay, and/or termination, or an employee may choose the hearing process by the Board of Fire and Police Commissioners. Filing of a grievance shall act as a waiver by the employee involved of the right to challenge the same matter before the Board of Fire and Police Commissioners. A form containing such specific waiver shall be executed by the employee prior to filing a grievance. Seeking review by the Board of Fire and Police Commissioners shall act as a waiver by the Union and employee involved of the right to challenge the same matter in the grievance process.

Nothing in the article, however, shall be construed in such a manner as to make the reprimand, suspension or discharge of a probationary officer the subject of a hearing before the Board of Fire and Police Commissioners, or part of the Grievance Procedure.

Section 12.3. Written Reprimand:

In cases of written reprimand, notation of such reprimand shall become a part of the employee's personnel file and a copy given to the employee.

Section 12.4. Purge of Personnel File:

Any written reprimand shall be removed from the employee's record, if, from the date of the last reprimand, eighteen (18) months have passed from the date of the incident resulting in the written reprimand sought to be purged without the employee receiving any additional reprimands or disciplines. The parties agree that the removal of reprimand shall be on the written notice of the affected employee. Not withstanding the above, record of such discipline may be introduced when relevant at a disciplinary proceeding before the Board of Fire and Police Commissioners or arbitrator, whichever is applicable.

Section 12.5. Personnel File:

The Village agrees to abide by the lawful requirements of the "Personnel Record Review Act," contained in Illinois Compiled Statutes, 820 ILCS 40/1.

ARTICLE XIII.
INVESTIGATIONS CONCERNING OFFICERS

Section 13.1. Right to Investigate:

The Village agrees to abide by the lawful requirements of the Illinois Compiled Statutes 50 ILCS 725/1.

Section 13.2. Right to Representation:

Any Officer interviewed regarding any matter which may result in discipline against the Officer shall be entitled to representation by either a Union representative or Union attorney.

Section 13.3. Review of Recorded Media:

Prior to the imposition of disciplinary action, the Union will be provided an opportunity to review the surveillance (e.g. video, photos, audio, or other recorded medium) relevant to the discipline if the surveillance evidence is both: (i) in the possession or control of the Employer and (ii) relied on by the Employer in making the discipline decision at issue.

ARTICLE XIV.
MEDICAL AND LIFE INSURANCE

Section 14.1. Medical Insurance:

The Village agrees to maintain in full force and effect for the life of this Agreement, a health insurance benefits program for full-time employees.

The Village shall continue to make health insurance benefits available to full time police officers and their dependents. The Village reserves the right to change group health and hospitalization insurance coverage as long as coverage is substantially similar to coverage available prior to the signing of this Agreement. Included in the above, the Village reserves the right to maintain or institute cost containment measures relative to insurance coverage, change insurance carriers, plans or benefit levels, as long as the new basic coverage and basic benefits are substantially similar. During the term of this Agreement, employees may elect appropriate coverage in one of the health plans offered by the enrollment period established by the Village. The amount of an employee's applicable monthly medical insurance premium contribution during the term of this Agreement shall not exceed the amount of the applicable monthly insurance premium required of other regular full-time non-represented Village employees.

Each employee, upon becoming eligible for the above coverage, shall receive a policy and descriptive literature describing the health insurance benefits and the procedures for utilizing them. Employee's contribution towards the insurance benefits program shall be as follows:

Effective January 1, 2020:	**Monthly Premiums**			
Coverage Type/Co-Pay Type	**PPO Plan 1**	**HMO Plan 1**	**PPO Plan 2**	**HMO Plan 2**
Single	$160.65	$145.35	$141.21	$127.77
Single Discount (10%)*	$144.59	$130.82	$127.09	$114.99
Single +1	$289.80	$262.20	$257.25	$232.75
Single +1 Discount (20%)*	$231.84	$209.76	$205.80	$186.20
Family	$352.80	$317.52	$310.11	$280.57
Family Discount (30%)*	$246.96	$222.26	$217.08	$196.40
Doctor Co-pay	$25.00	$25.00	$25.00	$25.00
Specialist Doctor Co-pay	$40.00	$50.00	$40.00	$50.00
Emergency Room Visit Co-Pay	$75.00	$75.00	$75.00	$100.00

**Discount rate available for eligible employees who satisfy the conditions of participating in the wellness program. See Wellness Participation Rewards section below.*

Effective January 1, 2021:

Coverage Type/Co-Pay Type	Monthly Premiums			
	PPO Plan 1	HMO Plan 1	PPO Plan 2	HMO Plan 2
Single	$168.68	$145.35	$148.28	$127.77
Single Discount (10%)*	$151.81	$130.82	$133.45	$114.99
Single +1	$304.29	$262.20	$270.11	$232.75
Single +1 Discount (20%)*	$243.43	$209.76	$216.09	$186.20
Family	$370.44	$317.52	$325.61	$294.60
Family Discount (30%)*	$259.31	$222.26	$227.93	$206.22
Doctor Co-pay	$25.00	$25.00	$25.00	$25.00
Specialist Doctor Co-pay	$40.00	$50.00	$40.00	$50.00
Emergency Room Visit Co-Pay	$75.00	$75.00	$75.00	$100.00

**Discount rate available for eligible employees who satisfy the conditions of participating in the wellness program. See Wellness Participation Rewards section below.*

Effective January 1, 2022:

Coverage Type/Co-Pay Type	Monthly Premiums *The monthly premiums for 2022 will not exceed rates below.*			
	PPO Plan 1	HMO Plan 1	PPO Plan 2	HMO Plan 2
Single	$177.11	$152.62	$155.69	$134.16
Single Discount (10%)*	$159.40	$137.36	$140.12	$120.74
Single +1	$319.50	$275.32	$283.62	$244.39
Single +1 Discount (20%)*	$255.60	$220.25	$226.89	$195.51
Family	$388.96	$333.40	$341.89	$$309.33
Family Discount (30%)*	$272.27	$233.38	$239.33	$216.53
Doctor Co-pay	$25.00	$25.00	$25.00	$25.00
Specialist Doctor Co-pay	$40.00	$50.00	$40.00	$50.00
Emergency Room Visit Co-Pay	$75.00	$75.00	$75.00	$100.00

**Discount rate available for eligible employees who satisfy the conditions of participating in the wellness program. See Wellness Participation Rewards section below.*

One-half of the employee's portion of the monthly premium costs shall be deducted from employee's pay each pay period up to twenty-four (24) times per year. The co-pay amounts for employees apply to both the PPO/indemnity and HMO insurance programs. Employees who participate in the HMO will receive insurance coverage as dictated by the HMO provider.

The Village of Mount Prospect shall be allowed to raise the maximum out-of-pocket expenses for PPO Plans to the following:

2% of the employee's pensionable pay for single coverage and 4% of the employee's pensionable pay for family coverage. The maximum out of pocket levels shall be established as illustrated in Appendix C.

Wellness Participation Rewards:

The Village shall offer the biometric blood draw annually and employees may participate in the blood draw scheduled at the Village or at approved remote locations. Human Resources has the listing of the approved remote locations, in the instances when the employee and spouse cannot directly participate in the blood draw scheduled at the Village. Spouses must also participate in the biometric testing and meet the criteria established below to order to qualify for the family insurance premium discount.

Employees and spouses participating in the Village's health insurance plans must annually complete the biometric blood draw and health risk assessment(s) to be eligible for the wellness insurance premium discount. The biometric blood draw consists of at least a 37-panel evaluation (including coronary risk assessment, blood count, and chem-screen profile), blood pressure screening, waist circumference, and height and weight measurements. The purpose of the biometric test and health risk assessment is to alert participants at an early stage of possible health issues and to prevent the issues from becoming catastrophic illnesses. The results are strictly confidential.

The Village shall not have any information as to what areas any employee or spouse may be deemed to be in an unhealthy range nor shall the Village have any knowledge of any treatment. The information the Village will receive is only aggregate data if participants meet the healthy range criteria.

Wellness discounts shall apply annually provided the criteria above are met. The discounts shall be applied to monthly insurance premium charges in the following amounts:

Effective Date (Health Insurance Plan Year)	Single Coverage	Single +1 Coverage	Family Coverage
1/1/2020	10%	20%	30%
1/1/2021	10%	20%	30%
1/1/2022	10%	20%	30%

If an employee has single +1 or family coverage they would not be eligible for a single coverage discount if only the employee participated in the biometric program.

PPO Prescription Drug Card:

The prescription co-payment amounts shall be as follows:

Effective Date	**Generic Prescription**	**Formulary Brand Prescription**	**Non-Formulary Brand Prescription**
1/1/2020	**$20.00**	**$50.00**	**$85.00**
1/1/2021	**$20.00**	**$50.00**	**$85.00**
1/1/2022	**$20.00**	**$50.00**	**$85.00**

HMO Prescription Drug Card:

The prescription co-payment amounts shall be as follows:

Effective Date	Generic Prescription	Formulary Brand Prescription	Non-Formulary Brand Prescription
1/1/2020	$20.00	$50.00	$85.00
1/1/2021	$20.00	$50.00	$85.00
1/1/2022	$20.00	$50.00	$85.00

General Prescription Drug Card Information (applicable to both PPO and HMO plans).

Mail order drug prescriptions shall be available to employees to purchase up to a 90 day supply with the employee paying the appropriate co-pay amount that corresponds to the classification of the prescription be it generic, non-formulary, or formulary. All mail order prescription drugs shall be paid by the employee in an amount of two (2) times the appropriate prescription co-pay level depending on the classification of the prescription drug ordered.

Prescription drugs that are considered Specialty drugs as determined by the prescription drug benefits manager shall have a $350 co-payment amount. Prior to submitting a specialty drug prescription for payment the prescription must be pre-authorized. If the prescribed drug is determined to be a maintenance and non-elective drug the co-payments that corresponds to the classification of the prescription be it generic, non-formulary, or formulary shall apply and not the $350 co-payment amount.

The Employer has the discretion to select insurance carriers, provided that benefits are similar to those benefits in effect as of execution.

Section 14.2. Life Insurance:

The Village shall supply each Officer covered by this Agreement with term life insurance with a face amount equal to fifty thousand dollars ($50,000). Said insurance shall be at no cost to each covered employee. If available from the life insurance provider of the Village, employees shall have the option of purchasing up to an additional $50,000 of life insurance above the amount provided by the Village provided the additional insurance coverage is at the employee's cost.

Section 14.3. Continuation of Benefit:

When an Officer is killed in the line of duty, the Village will pay the full premiums for the continuance of the then current health insurance for the spouse and minor children up to the age of eighteen (18) and shall continue to pay such premiums for a period of twenty-four months from the Officer's date of death or until the spouse and minor children are covered under a separate health insurance plan, unless required to provide a greater benefit under state or federal law.

Section 14.4. Retiree Health Insurance Program:

The Village agrees to offer for purchase to all retired bargaining unit employees of the Village of Mount Prospect Police Department, with a minimum of twenty (20) years service to the Village, health insurance as currently provided to members covered by this Agreement. The parties agree that should a retired employee choose to continue his/her health insurance, he/she is eligible only for the then current benefits provided bargaining unit employees, and that retiree is also responsible for payment of one hundred percent (100%) of the premiums for those benefits. The parties agree that retired employees of the Village of Mount Prospect Police Department shall be subject to changes in coverage and benefit levels as negotiated from time to time between the Employer and the Chapter.

Section 14.5 Retiree Health Savings Plan

Upon retirement, employees who meet the eligibility requirements and have accumulated Sick Leave must participate in the Retiree Health Savings (RHS) Plan. Eligibility for participation is defined as an employee who retires with at least twenty (20) years of service with the Village.

Provided the employee is eligible to participate, the Village shall deposit up to four hundred and eighty (480) hours or sixty (60) days of sick leave converted to a dollar value using the employee's regular rate of pay into the RHS for the employee's use as defined by the regulations outlined by the RHS administrator. If an employee has accumulated sick leave hours above the four hundred and eighty (480) hours, but below the seven hundred and sixty-eight (768) maximum number of sick leave hours, the Village shall deposit into the employee's RHS account fifty (50)% of the value of the sick leave hours between four hundred and eighty (480) and seven hundred and sixty-eight (768) calculated on the employee's regular hourly rate of pay.

If an employee leaves the Village's employment, and does not meet the eligibility requirement for converting sick leave into the RHS, accumulated sick leave hours shall not be paid out at time of termination of employment for any reason.

Section: 14.6 Retiree Health Savings Plan – Annual Contribution

Effective 1/1/2021, employees shall contribute forty-eight (48) hours of accumulated sick leave which shall be converted to a cash equivalent of twenty-four (24) hours annually into a Retiree Health Savings (RHS) account. If the employee does not have a minimum of four hundred eighty (480) hours of accumulated sick leave available for contribution into the RHS account, the contribution will not be made for the calendar year.

Section: 14.7 Personal Physical Fitness Testing

The Mount Prospect Police Department will conduct bi-annual voluntary physical fitness testing. This testing will be based on the Cooper Model, also known as the POWER Test, as used by the State of Illinois basic training academies. Employees who meet or exceed the Cooper Fitness Standards shall receive a one-time eight (8) hour bonus per calendar year at their straight time pay rate as an incentive. No employee shall be subject to disciplinary action for failing to meet the

standards or goals of the physical fitness program described herein.

If necessary, an Officer may participate in two bi-annual voluntary physical fitness tests per year, and if otherwise would be off duty, the officer shall be compensated at a minimum of two (2) hours at their straight time pay rate, or for the actual hours in attendance, whichever is greater. The maximum payout of straight time awarded in any calendar year will be eight (8) hours.

Section 14.8 Section 125/Flex Plan Participation

The Village shall maintain a Flexible Compensation Plan whereby employees will be able to defer pre-tax earnings into individual spending accounts to be used for un-reimbursed medical expenses, dependent care costs up to a specified limit, and additional life insurance (provided such is applicable under IRS regulations). Employees shall elect to participate in the program annually and within thirty-one (31) days of hire for new employees.

ARTICLE XV.
DRUG AND ALCOHOL TESTING

Section 15.1 Drug and Alcohol Testing

The Village may require employees to submit to a urinalysis test and/or other appropriate drug and/or alcohol testing at a time and place designated by the Village when the Police Chief (or designee) believes there is sufficient cause for such testing, defined for purposes of this section as "reasonable suspicion". The primary basis of the "reasonable suspicion" shall be verbally identified prior to the employee's submission to the test and will be documented in writing generally within 24 hours thereafter.

The Village also may require employees to participate in random drug testing, provided that any such program shall be administered by a vendor who conducts U.S. Department of Transportation testing (*i.e.* the type of testing outlined in 49 CFR, Part 40). If random testing procedures are implemented, up to fifty-percent (50%) of the employees in the bargaining unit are tested during each calendar year.

Prohibition. Use, sale, purchase, delivery, or possession of illegal drugs including cannabis or cannabis-infused substances at any time and at any place, whether on or off the job; abuse of prescribed drugs; failure to report to the Chief or his designee any known adverse side effects of medication or prescription drug the employee is taking that is reasonably expected to affect the employee's performance; consumption or possession of alcohol while on duty; or being impaired by or under the influence of alcohol while on duty is prohibited. Officers who consume or possess prohibited substances as part of their legitimate work duties, which have been approved and directed by the Chief of Police (or designee) will not be subject to discipline for that reason alone.

Assistance. Officers who believe they may have a problem with the use or abuse of drugs and/or alcohol are encouraged to seek assistance or a reasonable accommodation and without fear of retaliation. It is understood an after the fact request for assistance will not excuse a prior policy, CBA provision and/or SOP violation.

Violations. A policy violation or positive test result will be just cause for disciplinary action, including dismissal if warranted by the facts involved.

Section 15.2 Drug and Alcohol Testing Following an Officer Involved Shooting

Pursuant to the Illinois Police and Community Relations Improvement Act, drug and alcohol testing also will be required (even in the absence of reasonable suspicion) and completed as soon as practical (but no later than the end of the shift) following an officer involved shooting incident that results in death or injury to a person.

The Union agrees its members shall be required to abide by the Employer's General Order that is in effect at the time of ratification of this CBA regarding "Reporting and Investigation of Incidents Involving Subject Resistance and Officer Use of Force" and all other provisions of this Article 15

of the CBA (collectively the "D/A Policy"). This Section 15.2 and the D/A Policy will be construed in a manner that satisfies Public Act 100-389 (the "Act") and any other law that applies.

Pursuant to the Act, an officer is considered "involved in" a shooting when the officer discharged a firearm thereby causing injury or death to a person or persons. If multiple officers discharge their firearms, 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. By contrast, the phrase "involved in" 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 discharge their weapons when it is undeniably clear their projectiles did not actually strike any person or persons.

The parties agree any drug or alcohol test required pursuant to the D/A Policy shall be considered a compelled, non-voluntary drug or alcohol test under threat of disciplinary action. Such OIS testing shall only be done by urinalysis or breathalyzer. Blood testing will not occur for an OIS required test under this Section 15.2 unless compelled by law. This does not limit the Employer's right to obtain test results via other available legal processes. The samples, testing, and results shall only be used for internal administrative purposes, including disciplinary action when appropriate and as required by law. Except as necessary to enforce the D/A Policy or when required by law (e.g. subpoena or warrant), the Employer will not share any test samples or results of testing with any entity or person.

ARTICLE XVI.
DISABILITY AND RETIREMENT BENEFITS

Section 16.1. Employee Disability:

Any employee injured on the job shall continue to receive his/her regular salary for up to one (1) year, without charge to his/her sick leave days. Employees shall sign and deliver any Workers' Compensation or similar payments to the Village while receiving the salary continuation benefits of this Article.

At such time as the Village feels an employee is permanently disabled, the Village may refer the matter to the Board of Fire and Police Commissioners or a designated arbitrator depending on which party retains authority for such determinations.

ARTICLE XVII.
UNIFORM BENEFITS

Section 17.1. Benefits:

The Village agrees to provide each employee with a uniform allowance as follows:

$650 shall be provided to the employee on their first regular payroll check in June each effective year of this agreement.

The Village will determine the style and make of the prescribed uniform and equipment.

To the extent that uniforms and equipment, in the opinion of the Village, become unserviceable in the line of duty, other than from normal wear and tear, the Village will replace the item without any charge against the uniform allowance.

The parties agree that a newly hired Officer shall be allowed to receive his/her first two (2) years' uniform benefit upon hire for the purpose of purchasing his/her initial equipment. Thatbenefit shall be an amount equal to two (2) years of the current uniform allowance provided that the officer will not receive a uniform allowance in the second year of their employment once the employee received the initial uniform allowance or the cost to buy uniforms and equipment, whichever is lower. Should the Officer work for the Village of Mount Prospect for less than two (2) years, he shall be responsible to reimburse the Village of Mount Prospect on a prorated basis, for the remaining full months of the two (2) year period. Should a new Officer elect to receive the first two (2) years accelerated uniform benefit, he shall not receive any benefit until he commences the third year of employment with the Mount Prospect Police Department.

The employee shall be required to stand inspection and perform his job in the uniform prescribed with the equipment specified. Plainclothes Officers will stand inspection in the uniform prescribed at the time they went on plainclothes detail. If the uniform is changed, the Village shall buy the first issue (which shall not exceed one), unless the Village allows a twelve (12) month period between notice and mandatory effective date in which case the employee shall bear the expense of the change.

Guns and leather shall be treated specially. If the Village specifies a new gun or leather for the future and specifies an effective date, it must bear the cost. If, however, no date is established, all new employees shall buy the prescribed equipment and any employee buying a replacement gun or leather shall buy the prescribed items.

If an employee terminates employment within six (6) months of receipt of his or her uniform allowance payments, the employee shall reimburse the Village on a prorated monthly basis for the remaining full months of the fiscal year.

Section 17.2. Protective Vests

The Employer agrees that it will replace protective vests for participating Officers on an as-needed basis using a five (5) year schedule based on the dates reflected in Appendix "B" attached hereto and incorporated herein. The parties further agree that if the Village purchases a protective vest for an Officer covered by this Agreement, then that Officer agrees that he/she shall wear that protective vest as part of his/her everyday uniform unless the affected Officer receives a written exception from the Chief or his designee.

ARTICLE XVIII.
OFF DUTY EMPLOYMENT

Section 18.1. Employment Outside Department:

The Parties agree that the current restrictions placed on outside employment shall remain in full force and effect during the term of this Agreement, as provided for in Department policy ADM-104.

ARTICLE XIX.
SENIORITY

Section 19.1. Seniority:

The parties agree that they shall abide by the seniority rules as outlined under applicable Illinois law as amended.

Section 19.2. Probationary Terms

Each police appointee shall be on probationary status from the date the appointee begins employment with the Police Department as a Police Officer and continue for a period of two (2) years from date of hire.

Management agrees to provide probationary Officers with monthly written performance evaluations the first year of service and bi-monthly written performance evaluations until their probation is successfully completed throughout the second year. The Chief of Police may extend an Officers probation period for a maximum of three (3) months due to performance or aptitude concerns.

The probationary term shall exclude periods of military leave, injury or illness leaves, including duty related leave in excess of thirty (30) cumulative calendar days.

Section 19.3. Maintenance of Seniority List:

A current and up-to-date seniority list showing the names and length of service of each Police Officer shall be maintained for inspection by members and shall be updated on a semi-annual basis and shall be utilized in assisting the assignments of shifts pursuant to Section 5.2 of this agreement.

ARTICLE XX.
BOARD OF FIRE AND POLICE COMMISSIONERS

Section 20.1. Board of Fire and Police Commissioners:

The parties recognize that the Village of Mount Prospect Board of Fire and Police Commissioners has certain statutory authority over employees covered by this Agreement, including but not limited to the right to make, alter and enforce rules and regulations and impose disciplinary sanctions. Nothing in this Agreement is intended in any way to replace and diminish any such authority provided the Board of Fire and Police Commissioners is a duly authorized board by the Village.

ARTICLE XXI.
MATERNITY/PATERNITY/REASONABLE ACCOMODATION

Section 21.1. Maternity/Paternity/Reasonable Accommodation:

Employees who are pregnant or have a disability related to pregnancy, childbirth and/or common medical conditions related to pregnancy or childbirth are entitled to time off and other common medical conditions related to pregnancy or childbirth are entitled to time off and other privileges to the same extent as officers who take time off for other non-work related medical conditions. Time off taken under this Section and another leave policy will run concurrently when both apply. Those employees also are entitled to receive a reasonable accommodation to assist them in the performance of the essential job functions of their position provided it does not create an undue hardship to the Department's ordinary business operations. These issues are addressed on a case-by-case basis according to the applicable state and federal laws. Employees who need time off following the birth of a child also may receive time off pursuant to the Village's FMLA policy.

ARTICLE XXII.
FAMILY MEDICAL LEAVE ACT

Section 22.1. Family Medical Leave (FMLA):

It is understood by the parties that the Village must comply with the regulations of the Family Medical Leave Act, as amended regardless ofconflicting terms of this Agreement.

ARTICLE XXIII.
SAVINGS CLAUSE

Section 23.1. Savings Clause:

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any board, agency or Court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the board, Court or agency decision; and upon issuance of such a decision, the Village and the Chapter agree to notify one another and to immediately begin negotiations on a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXIV.
ENTIRE AGREEMENT

Section 24.1. Entire Agreement:

This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the Employer as provided in the management rights clause, Article II. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Chapter specifically waives any right it may have to decision, impact or effects bargaining for the life of this Agreement.

ARTICLE XXV.
TERMINATION

Section 25.1. Termination:

This Agreement shall be effective as of the day after it is executed by both parties and shall remain in force and effect until December 31, 2022. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date and not earlier than one hundred twenty (120) days prior to expiration that it desires to modify this Agreement. In the event that such notice is given, negotiations, if any, shall begin no later than sixty (60) days prior to the expiration date.

Executed this 31 day of March, 2020.

METROPOLITAN ALLIANCE OF PROSPECT POLICE,
MOUNT PROSPECT CHAPTER 84

KEITH GEORGE
President, Metropolitan
Alliance of Police

CHRISTOPHER BERG
President Mount Prospect
MAP, Chapter #84

VILLAGE OF MOUNT PROSPECT

ARLENE JURACEK
Mayor
Village of Mount Prospect

KAREN AGORANOS
Village Clerk
Village of Mount Prospect

APPENDIX A

Salary Schedule 2020-2022

Step	Effective 1/1/2020	Effective 1/1/2021	Effective 1/1/2022
Start	$66,310	$67,967	$69,667
1	$68,149	$69,853	$71,599
2	$73,601	$75,441	$77,327
3	$79,488	$81,476	$83,513
4	$85,850	$87,996	$90,196
5	$92,716	$95,034	$97,410
6	$100,821	$103,342	$105,925

Retroactive pay from date of execution of this Agreement back to January 1, 2020 shall be paid within thirty (30) days of the execution and ratification of the contract. Said retroactive pay shall include all straight, overtime, holiday hours and compensable hours worked. The retroactive pay lump sum is less any deductions (i.e. health insurance) applicable per the collective bargaining agreement. The Village reserves the right to hire Officers prior law enforcement experience up to the Year 5 wage level of the salary schedule.

Longevity Pay

After 5 years of Service	$600
After 10 years of service	$700
After 15 years of service	$800
After 20 years of service	$900

Employees shall receive longevity payments annually if their anniversary data predates December 31 and the employee is on the employer's payroll at that time. Longevity payments shall be included with the employee's regular payroll check for the first payroll in December.

Specialty Pay

Investigator	$3,000
Foreign/Sign Language Interpreter	$ 550
Evidence Technician	$ 850
Breathalyzer Operator	$ 650
Drug Recognition Expert Officer	$ 650
Field Youth Officer	$ 650
Range Officer	$ 450
Truck Enforcement Officer	$ 450
Accident Investigator	$ 650
Fire/Arson Investigator	$ 650
Police Training Officer	$1,000

The above special assignments shall receive their incentive pay pro-rated on each check throughout the year commencing May 1. The employees assigned to the above classifications shall receive payment as listed, but shall be paid simultaneously for a maximum of three such assignments and Foreign/Sign Language Interpreter pay; provided however, Investigators shall only receive Investigator pay and Foreign/Sign Language Interpreter pay.

C.P.O. Pay

January 1, 2020	$2,800 annually
January 1, 2021	$2,800 annually
January 1, 2022	$2,800 annually

Officers must attend and satisfactorily complete any required Departmental training seminars in order to receive C.P.O. pay.

Officers shall be required to take and successfully pass an examination created and administered by the Police Chief for certification.

Police Training Officer

All Officers assigned as Police Training Officers shall be compensated at the rate of one (1) hour of pay at the affected Officers straight-time hourly rate of pay, for each day that Officer acts as a Police Training Officer.

APPENDIX B

Protective Vest Replacement Schedule

Full Name	DOH	YEAR OF LAST VEST	YEAR OF NEXT VEST
ETCHINGHAM, ROBERT K.	4/1/1993	2016	2021
MELENDEZ, JOSE L.	1/2/1997	2016	2021
BECHTOLD, MARK A.	1/2/1998	2016	2021
FLOYD, BRIAN D.	4/1/1998	2016	2021
EVANS, MARGARET M.	7/1/1998	2015	2020
SPARR, STEVAN R.	12/29/1999	2015	2020
BERG, CHRISTOPHER J.	12/18/2000	2015	2020
OLLECH, DIRK E.	4/16/2001	2017	2022
BRADY, MICHAEL A.	8/28/2001	2015	2020
NEMEROW, JASON M.	8/28/2001	2015	2020
SILL, GREGORY T.	5/5/2003	2017	2022
FURR, BRYAN A.	5/5/2003	2017	2022
MOISE, BRIAN A.	9/19/2003	2017	2022
LIETZOW, ANTHONY G.	3/8/2004	2017	2022
TOLGYESI, FRANK A.	3/22/2004	2017	2022
AYALA, RAFAEL	7/6/2004	2017	2022
MARTINEZ, JR., MIGUEL A.	7/6/2004	2017	2022
FRANCES, WILLIAM	6/15/2005	2015	2020
CORNEJO, FRANCESCO	5/4/2006	2017	2022
SCHAPS, LISA M.	9/1/2006	2016	2021
DAVIS, LAURA	9/5/2006	2016	2021
GLINER, JOSEPH A.	9/5/2006	2016	2021
TAYLOR, JEFFREY M.	9/5/2006	2016	2021
ANZALONE, ANGELO J.	10/16/2006	2017	2022
TEEVAN, ALISON M.	2/12/2007	2017	2022
LABARBERA, RICHARD	3/28/2007	2017	2022
SANTI, SETH	6/19/2007	2016	2021
HENDERSON, JOHMEL	10/22/2007	2018	2023
WOOD, MICHAEL	10/22/2007	2018	2023
BARNETT, LESLEY	1/2/2008	2018	2023
KANE, ANDREA	5/6/2008	2018	2023
RYAN, WILLIAM	10/20/2008	2019	2024
NAVA, ROBERT	12/18/2008	2019	2024
FALCO, ZACHERY	6/15/2009	2019	2024
MAVRAGANIS, NICHOLAS	6/18/2012	2017	2022
MURRAY, BRENTON	7/2/2012	2017	2022
MOLLEMA, MAGDALENA	4/1/2013	2018	2023
SARIC, ONGJEN	3/24/2014	2019	2024
KNIPPEL, ERIC	6/30/2014	2019	2024
GIERA, BARTEK	6/30/2014	2019	2024
KIESS, ALEXA	12/29/2014	2015	2020
SHAFFER, WYLIE J.	3/23/2015	2015	2020

Full Name	DOH	YEAR OF LAST VEST	YEAR OF NEXT VEST
JOHANSEN, CHRISTOPHER C.	3/23/2015	2015	2020
DRAFFONE, ERIK	3/21/2016	2016	2021
TREJO, MIGUEL	3/21/2016	2016	2021
GARRITY, CONNOR	8/24/2016	2016	2021
AREVALO,CHRIS	7/31/2017	2017	2022
GENTILE, FRANK	9/25/2017	2017	2022
TILLICH, AMANDA	1/2/2018	2018	2023
NAPOLEON, JOHN	4/2/2018	2018	2023
SOBOTKA, NORA	4/30/2018	2018	2023
RICHARDSON, RACHEL	4/30/2018	2018	2023
LEE, ANDREW	4/30/2018	2018	2023
MARTYNOWICZ, ADAM	4/30/2018	2018	2023
WAGNER, WILLIAM	6/18/2018	2018	2023
BURGESS, RYAN	6/18/2018	2018	2023
DONEGAN, CAITLIN	6/18/2018	2018	2023
JOHN, BOBBY	6/18/2018	2018	2023
CANNON, RYAN	12/27/2018	2019	2024
WADMAN, BRADLEY	12/27/2018	2019	2024
CHIRILA, DANIEL	4/29/2019	2019	2024
FFRENCH, KEVIN	6/17/2019	2019	2024
JOHNSON, TYLER	6/17/2019	2019	2024
DeGROOT, AMANDA	9/10/2019	2019	2024

APPENDIX C

Maximum Out of Pocket Rates – 2020-2022

Wage Range		2% Single	4% Family
$20,000	$29,999	$600	$1,200*
$30,000	$39,999	$800	$1,600
$40,000	$49,999	$1,000	$2,000
$50,000	$59,999	$1,200	$2,400
$60,000	$69,999	$1,400	$2,800
$70,000	$79,999	$1,600	$3,200
$80,000	$89,999	$1,800	$3,600
$90,000	$99,999	$2,000	$4,000
$100,000	$109,999	$2,200	$4,400
$110,000	$119,999	$2,400	$4,800

* PPO Plan 2 Health Insurance Plan Family Maximum Out of Pocket is $1,500.