

**AGREEMENT**

**BETWEEN**

**THE VILLAGE OF PALOS PARK, ILLINOIS**

**and**

**METROPOLITAN ALLIANCE OF POLICE**

**PALOS PARK POLICE**

**CHAPTER # 150**

**2022-2025**

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## **PREAMBLE**

THIS AGREEMENT is entered into by the Village and the Chapter this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ and has as its purpose the promotion of harmonious relations between the parties, the establishment of an orderly procedure for resolving differences arising out of the employment relationship and the establishment of rates of pay, hours of work, and other conditions of employment for employees of the Village in the unit described in Article I hereof.

## **ARTICLE I RECOGNITION**

### Section 1.1. Recognition of Bargaining Agency.

Pursuant to an election and certification by the Illinois Labor Relations Board, the Village agrees during the term of this Agreement to recognize the Metropolitan Alliance of Police as the sole and exclusive bargaining agent with respect to wages, hours, and conditions of employment for employees in the following units:

All "full-time sworn peace officers below the rank of sergeant" employed by the Village of Palos Park, excluding "sergeants and above, all supervisors, managerial employees and all other employees of the Village of Palos Park."

Unless the context indicates otherwise, the terms "Patrol Officer", "Patrol Officers" or "Patrol Persons", as used herein, shall refer exclusively to members of the above-described unit.

### Section 1.2. Labor-management Meetings.

The Chapter and the Employer agree that, in the interest of efficient management and harmonious employee relations, meetings may be held if mutually agreed between no more than two (2) 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.

- a) Discussion on the implementation and general administration of this agreement;
- b) A sharing of general information of interest to the parties; and
- c) Safety issues.

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; authorized representatives shall attend with proper notice. 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 Chief of Police or his/her designee. The Commissioner of Public Safety or his/her designee in his/her sole discretion shall determine its representatives at such meetings.

### Section 1.3. Chapter Bulletin Board.

The Village will make reasonable bulletin board space available in or proximate to the squad room for posting of Chapter announcements and other items of legitimate Chapter business, seniority roster, education opportunities, announcements and notice of extra duty opportunities.

### Section 1.4. Representation Time.

A Patrol Person who, during his/her scheduled working hours, attends a meeting between the Chapter and the Village in a representative capacity for the purposes(s) of adjustments of grievances, or transmittal of notices, shall not suffer a loss in pay because of such attendance, provided that the Village must have agreed to hold the meeting at such time. A patrol officer appearing pursuant to this section while off-duty shall not be paid for such appearance. The Chapter recognizes the essential need to minimize lost work time and to avoid interference with the work of the Department.

### Section 1.5. Probationary Period.

All newly employed police officers shall serve a probationary period of eighteen (18) months. Time spent in training at the police academy shall count toward satisfaction of the probationary period. Up to six (6) months of service as a part-time police officer for the Village of Palos Park shall count toward satisfaction of the probationary period. Time absent from work in excess of thirty (30) calendar days shall cause the probationary period to begin again. During the probationary period, the officer shall be an employee at will and may be disciplined and/or discharged without notice and without cause. With respect to discipline and/or discharge, the grievance procedure shall not be available to a probationary police officer.

### Section 1.6. Fair Representation.

The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Union.

Section 1.7. Civil Emergency

If, in the discretion of the President of the United States, the Governor of Illinois, or the Mayor of Palos Park, it is determined that extreme civil emergency conditions exist, including but not limited to, riots, civil disorders, tornados, floods, or other similar catastrophes, the provisions of this Agreement may be suspended by the Mayor of Palos Park or designee during the time of declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. Should an emergency arise, the Mayor of Palos Park or designee shall advise the President of MAP Chapter #150, or the next highest officer of MAP Chapter #150 of the nature of the emergency. The Mayor or designee shall follow up said advice in writing as soon as practical and shall forward said written notice to the President of MAP Chapter #150.



**ARTICLE II**  
**MANAGEMENT RIGHTS**

**Section 2.1. Village Authority and Management Rights.**

The parties agree that the Village has complete authority for the policies and administration of the Police Department, which it shall exercise under the provisions of law and in fulfilling its responsibilities under this Agreement. Said authority shall include the establishment of work rules and regulations not inconsistent with the terms of this Agreement. Any matter involving the management of governmental operations vested by law in the Village and not covered by this Agreement is, and shall remain, the province of the Village. The Village hereby retains and reserves unto itself all rights, powers, authority, duties, and responsibilities confirmed on it and vested in it by the laws and constitution of the State of Illinois and/or the United States of America.

The exercise of any such right, power, authority, duty, or responsibility (on the part of the Village) and the adoption (by the Village) of such rules, regulations, or policies as the Village may deem necessary, to the extent that such rules, regulations or policies apply to the members of Chapter 150 of the Metropolitan Alliance of Police, shall be limited only by the specific and express terms of this Agreement.

The Village expressly commits, however, to adherence to the procedures set forth in Section 7.13, Reopener, should the Village change the length of the work day or the current work schedule. Section 7.13 shall not apply to changes in the shift starting and ending times as long as the 12 hour shifts and days of work are not affected.

**ARTICLE III**  
**PERSONNEL FILES**

**Section 3.1. Personnel Files and Notice of Disciplinary Action**

There shall be one official Disciplinary/Personnel file maintained in relation to each Patrol person employed by the Police Department. The disciplinary file shall include, (by way of illustration and not limitation), written evaluations, letters, memorandum, reports and other materials bearing on the quality of the Patrol person's professional service and any disciplinary measures taken in relation to said Patrol person's employment.

A Patrol person may inspect the contents of any and all files related to his/her employment with the Village at reasonable times with prior notice to the Chief of Police. No officer covered by this Agreement may request a review of employment-related files pursuant to this section more than one (1) time in any three (3) month period. The Patrol person shall examine all employment related files and only in the presence of the Chief of Police or in the presence of the Chiefs designee. To the

extent required by law, Patrol persons shall receive copies of those materials placed in their employment files, but shall be required to pay the normal fee for additional copies.

## **ARTICLE IV** **UNION SECURITY**

### **Section 4.1. Fair Share.**

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

### **Section 4.2. Indemnification.**

The Metropolitan Alliance of Police shall indemnify and hold harmless the Village, its 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 arise out of or by reason of any action taken or not taken by the village for the purpose of complying with the provisions of this Article, or in reliance on any written check off authorization furnished under any of such provisions, provided that the Village does not initiate or prosecute such action.

### **Section 4.3. Dues Check off.**

All members covered by this Agreement shall tender their membership dues to the Union by signing the authorization cards (providing payroll deduction of Union dues) provided by the Union.

The employer agrees to deduct Union membership dues in accordance with the amount certified by the Union to the employer from the pay of all employees who have executed such authorization for payroll deduction of Union dues and maintain such deductions in accordance with the terms and conditions set forth by Agreement with the Union. The Union shall hold the employer harmless against any and all suits, claims, demands and liabilities arising out of any action of the employer in connection with payroll deductions of Union and/or other deductions (made pursuant to this Article).

Payroll deductions of Union dues shall become effective upon the date that the appropriate form designates or, if none, upon the date of its signing by the affected employee. Pay deductions shall commence beginning within the next two (2) payroll periods.

The aggregate totals of all dues (deducted) shall be remitted separately each

month to the Union at their address as supplied to the Village Clerk of the Village of Palos Park.

## **ARTICLE V** **SENIORITY**

### **Section 5.1. Layoff and Recall.**

The Village reserves the right to lay off police officers if economic circumstances require such action. All layoffs will be determined on a seniority basis, unless it is determined by the Chief of Police that a deviation from seniority is necessary for the proper operation of the Department. Those Police Officers with the lowest amount of seniority may be temporarily laid-off in the event that the Employer deems it necessary. When the force of the Police Department is reduced, the officer or member reduced in rank or removed from service of the Police Department shall have rights of reinstatement as provided for in the Illinois Revised Statutes. Upon determination that a vacancy exists and there are Police Officers who have been furloughed due to a reduction-in-force, the Police Officers on furlough shall be recalled to fill such position and seniority will prevail in determining which furloughed Employee shall have the right to be re-employed, if the Police Officer is otherwise qualified. If it is determined by the Chief of Police that a deviation from seniority recall is necessary for the proper operation of the Department, the Village may do so. The Employer will use its best effort, subject to the conditions hereinabove noted, to assure that there will be no layoffs or involuntary furloughs.

### **Section 5.2. Definition of Seniority**

Seniority shall be determined as the Police Officer's length of unbroken full-time service as a police officer in the Department. During the officer's period of employment with the Village, time spent in the armed forces, on military leaves of absence, and authorized leaves not to exceed one year, and time lost due to duty related disability shall be included.

### **Section 5.3. Seniority Lists**

A current up to date seniority list showing the names and length of service of each Police Officer shall be provided by the Union and certified by the Employer on January 1st and July 1st of each year and may be posted on a designated Bulletin Board provided by the Village.

### **Section 5.4. Application of Seniority**

Seniority shall be relied upon in filling overtime assignments, (as set forth in Section 7.6, Overtime Assignments), selecting shifts, selecting vacations, and selecting floating holidays.

The Village may deviate from seniority should it be determined by the Chief

of Police as necessary for the proper operation of the Department. The Employer, within its discretion, shall consider seniority as a factor in considering applicants for job vacancies and approval for educational reimbursement.

Section 5.5. Termination of Seniority

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

1. A Police Officer retires due to disability and is later medically certified to be capable of resuming his/her duties by an Village-appointed physician, and is returned to work by the Police Chief, said decision to be solely within the Chief's discretion.
2. A Police Officer is dismissed and later reinstated by court of competent jurisdiction.
3. A Police Officer is separated due to layoff or reduction-in-force and is later reinstated under the conditions provided for in the Illinois State Statutes.

Section 5.6. Seniority Credit

Seniority for purposes of wages for officers covered under this Agreement (Appendix A) is attached as Appendix C:

This represents seniority adjustments reflecting credit for all officers' actual past full-time employment with the Village. Any newly hired officers shall be placed in the steps as set forth in Appendix A. Longevity and vacation benefits shall be earned and accrued based on the officers' seniority as set forth in Appendix C.

As per 2010-2011 agreement officers who advanced wage steps during the previous contract year will receive their respective wage increase effective with a new contract dated 05/01/2011.

**ARTICLE VI**  
**GRIEVANCE PROCEDURE**

Section 6.1. Definition of Grievance.

A "grievance" is a complaint by the Union that the Village has violated, misapplied, or misinterpreted the express terms of this Agreement.

Section 6.2. Grievance Procedure.

Recognizing that grievances should be raised and settled promptly, a grievance must be raised within five (5) business days after the occurrence of the event or the Patrol person becoming aware of the event giving rise to the grievance in accord with the following procedure (a business day is any calendar day, except a Saturday, Sunday or holiday):

STEP ONE: Immediate Supervisor.

By written notification from the patrol person to his/her immediate shift supervisor: Said grievance to set forth the event giving rise to grievance, the contract provision(s) involved, the relief sought, and the name of the involved patrol person. The immediate supervisor shall answer the grievance in two (2) business days after hearing of the grievance and shall, if mutually agreeable between the parties, meet to discuss the grievance prior to answering it.

STEP TWO: Appealed to Chief.

If the grievance is not settled in Step One, or, if a reply is not given within the time provided therefore and the patrol person decides to appeal, the patrol person shall, within five, (5) business days from receipt of the step One reply, appeal, in writing, to the Chief. The patrol person, the Chapter representative and the Chief will discuss the grievance at a mutually agreeable time. If no Agreement is reached in such discussion, the Chief will give his/her reply, in writing, within five (5) business days of the conclusion of the discussion.

STEP THREE: Appeal to Commissioner of Public Safety.

If the grievance is not settled in Step Two and the patrol person decides to appeal further, said patrol person shall, within five (5) business days after receipt of the Chiefs reply (in Step Two), or, the expiration of time therefore, file a written appeal to the Commissioner of Public Safety. In response to such notice, the Commissioner of Public Safety shall meet with the patrol person and the Chapter representative. Such meeting shall be held at a mutually agreeable time for the purposes of hearing the patrol person's appeal. If no settlement is reached at this meeting, the Commissioner of Public Safety, or his/her designee shall give his/her reply in writing within ten (10) business days of the meeting.

STEP FOUR: Binding Arbitration.

If the grievance is not settled in accordance with the foregoing procedure, the

Chapter may refer the grievance to Binding Arbitration by giving written notice to the Chief of Police, within twenty-one (21) business days after receipt of the Commissioner of Public Safety's reply (in Step Three). In the event the parties are unable to agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Upon receipt of the panel, the parties shall strike names alternately until only one name remains. The person whose name remains shall become the arbitrator, provided, that either party, before striking any names, shall have the right to reject one panel of arbitrators. The arbitrator shall be notified of his/her selection by a joint letter from the Village and the Chapter. In addition to providing notice of his/her appointment, such letter shall request that he set a time and a place for the hearing, subject to the availability of the Village and Chapter representative. The arbitrator shall not (in his/her decision or award), amend, modify, nullify, ignore, add to, or subtract from any provision of this Agreement. He shall consider and decide only the specific issue submitted to him/her. His/Her binding recommendation shall be binding and shall be based solely upon and interpretation of the meaning, or application, of the terms of this Agreement. In the event that the arbitrator finds that alleged grievance does not involve an interpretation or application of this Agreement, he shall remand the matter to the parties without comment. The decision of the arbitrator shall be final and binding on the parties. The costs of the arbitration, including the fee and expenses of the arbitrator shall be divided equally between the Village and the Chapter.

### Section 6.3. Time Limits

No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 6.2. If a grievance is not appealed within the time limits governing appeal it shall be deemed settled on the basis of the last answer of the Village, unless the Parties have mutually agreed in writing to extend a relevant time limit. If the Village fails to provide an answer within the time limits so provided, the Chapter may immediately appeal to the next Step.

### Section 6.4. Investigation and Discussion.

All grievance discussions and investigations shall take place in a manner which does not interfere with the orderly operation of the Village's Department of Police or other Village operations.

### Section 6.5. Representation of Grievant and Union.

The Chapter may appoint a patrol person, who may attend grievance meetings scheduled pursuant to Steps One, Two and Three. The Chapter shall notify the Chief of Police in writing of the name of the patrol person designated to do so, provided, that the Village shall not be required to recognize an Officer who has not completed his/her probation and/or suspension. Accredited non-patrol person representatives of the Chapter and/or the patrol person's legal counsel may participate in meetings held pursuant to Steps Two and Three of the grievance

procedure. The Village shall not be required to pay any patrol person's wages for grievance related work. However, should any officer be required by the Village, the Chief or the Chiefs designee to attend any meetings, conference or hearings related to the officer's grievance during that officer's regular hours of employment, that officer shall receive his regular rate of pay for such time spent?

## **ARTICLE VII** **HOURS OF WORK**

### **Section 7.1. Hours of Work.**

The parties agree that hours of work shall comply, in all respects where possible, with the Fair Labor Standards Act or other controlling legislation as determined by the State of Illinois (hereinafter referred to as the "Act") as said Act presently applies to the Village of Palos Park and the Village's past practices governing hourly employees.

The work day shall consist of twelve (12) hours. The parties agree that the work period as specified in this Agreement will be defined as a twenty-eight (28) day period (each work period encompassing two pay periods) that corresponds with the present twenty-six (26) Village pay periods. Officers covered by this Agreement, including the investigator, shall work fourteen (14) work days per every period, and shall have Friday, Saturday and Sunday as their scheduled days off on alternating weekends. Each pay period shall begin at 6:00 a. m. on the first day and run for fourteen (14) consecutive days thereafter. This provision may be modified by mutual agreement.

### **Section 7.2. Meal Times.**

Officers covered by this Agreement shall be entitled to sixty (60) minutes of paid meal time for each twelve (12) hour shift worked. Meal time may not be taken in more than four (4) separate blocks of time, for a total of sixty (60) minutes per shift. Officers may not travel more than three (3) miles straight line distance outside the Village limits during meal times. Where less than three officers are assigned to a shift, no officer may leave the Village limits for more than sixty (60) consecutive minutes for lunch.

Should an officer's meal time be interrupted based upon an emergency or other official assignment of work, that officer shall be entitled to complete his/her break in accordance with this section.

### **Section 7.3. Shift Selection.**

Covered employees shall be given the opportunity to select their shifts on an annual basis. This selection shall be done pursuant to officer seniority, with a blank schedule to be handed out in November for officers to complete by order of seniority.

Annual shift selections shall be made for periods of three months at a time. Covered officers may be required to switch partners quarterly. The Chief of Police may, with reasonable cause, adjust schedules selected pursuant to this section, if necessary for the efficient operation of the Department. All Shift selection requests must be submitted by 4:30 p. m. on the first Monday of December. The Chief of Police or his designee will make every effort to post the new schedule prior to the second Monday of December.

Section 7.4. Payday.

Officers covered by this Agreement shall be paid by the close of business, every other Friday.

Section 7.5. Overtime Pay.

Time worked by any patrol person in excess eighty-four hours in any fourteen (14) day pay period, shall be paid for at time and one-half the patrol person's regular straight time hourly rate. An officer covered by this Agreement shall be entitled to overtime compensation as part of the officer's bi-weekly pay or as compensatory time, as set forth in Section 7.9.

Overtime pay shall not be paid more than once for the same hours worked; there shall be no pyramiding of overtime; and, under no circumstances shall the Village be obligated to pay for time not actually worked by the patrol person claiming pay. For purposes of overtime calculation, time worked shall mean and include all hours actually worked, including but not limited to; vacation time, court time, general paid leave time, holiday time and any other authorized paid time off, but specifically excluding sick leave.

Section 7.6. Overtime Assignments.

The Village agrees that no overtime assignment requiring police certification and/or training shall be assigned to any employee not so certified and/or trained. The Village may offer available overtime slots to part-time officers first, if deemed necessary by the Chief. Should the Chief or his designee find it necessary to offer overtime assignments to full-time officers, the assignments shall be offered on a rotating seniority basis. If no officer volunteers for the overtime assignment, the Chief may order an officer to work said assignment. If an order-out is necessary, it shall be done by rotating reverse seniority, whenever practicable, at the discretion of the Chief.

Section 7.7. Court Time.

Any officer covered by this Agreement required to attend court shall receive a minimum of three (3) hours compensation at that officer's applicable straight or overtime rate of pay, depending upon the circumstances.



#### Section 7.8. Switching Shifts.

Any officer covered by this Agreement shall be allowed by the Village to switch shifts or partial shifts with any other covered employee, so long as the shifts to be switched occur within two pay periods of one another, and the officer has submitted a written request and obtained permission of the Chief of Police or his/her designee. Switching shifts may not result in overtime pay,

#### Section 7.9. Compensatory Time Option.

Compensatory time may be used by covered employees in lieu of monetary compensation for overtime. All such compensatory time hours used shall have the same value as they were earned (Example: An hour earned at one and one-half (1 ½) times an employee's regular rate of hourly pay shall allow that employee one and one-half (1 ½) hours absence due to compensatory time). All employees who desire to make use of earned compensatory time shall make proper application for such use. All such compensatory time absence from work shall be utilized as follows:

1. To utilize compensatory time, a part-time officer may be utilized to cover the shift and the officer requesting the time shall make the arrangements for the replacement whenever possible. When requested, a Sergeant may assist in finding replacement.
2. Compensatory time may, not exceed five (5) consecutive shifts, and must be requested in writing and approved by the Chief of Police. Partial shifts must be taken at the beginning or end of shifts only.
3. If a Compensatory Time is requested and authorized at least 7 days prior to the absence, the schedule maker will find a replacement.
4. Compensatory time may not be accumulated beyond four hundred eighty (480) hours and shall not result in overtime being incurred by the Village due to replacement.
5. Compensatory time may be carried over beyond the last pay period in any fiscal year. The carryover shall not result in the accrual of more than four hundred eighty (480) hours of total compensatory time.

#### Section 7.10. Part-time Officers.

It is expressly understood and agreed that the Village policy of utilizing part-time patrol officers shall remain in effect, providing that the Village shall abide by any and all state statutes governing said utilization, and that said utilization of part-time officers shall not interfere with the covered officers' normal scheduled hours.

#### Section 7.11. Full-time Officers.

Full time officers must be certified through a "full-time" police academy or equivalent if from another state.

Section 7.12. 80 hour pay /4 hours Compensatory Time Option.

Covered officers may choose to receive pay for 80 (eighty) hours from any 84 (eighty four) hour pay period, with the remaining four (4) hours added to their compensatory time bank to be used as outlined in Section 7.9.

Section 7.13. Reopener.

Should the Village change the length of work day or the days of work during the term of this Agreement, this Agreement shall be subject to reopen with respect to the following Articles: Article IX; Vacations; Article X, Holidays; Article XII, Sick Leave, Article XIV, Wages.

Section 7.14. Call-Backs.

A call back is defined as an official assignment of work, which does not continuously precede or follow an officer's regularly scheduled working hours. Employees reporting to the Employer's premises for a scheduled duty outside of their normal working hours shall be compensated for two (2) hours at the appropriate rate or be compensated for the actual time worked, whichever is greater. Employees reporting to the Employer's premises for non-scheduled duty outside of their normal working hours shall be compensated for three (3) hours at the appropriate rate or be compensated for the actual time worked, whichever is greater.

**ARTICLE VIII**  
**EDUCATION BENEFITS**

Section 8.1. On-Duty Training.

Police Officers attending training sessions required by the Department away from the Police Department shall either be provided transportation to and from the training location, if available, or shall be paid the prevailing rate mileage allowance for the use of their own vehicle. An officer who is assigned to attend a police related seminar as overtime will receive one and one-half times his/her regular hourly rate of pay for each hour spent in said seminar. Officers attending special schools or training academies outside of the Village shall be allowed to utilize a police department squad car, when available, for travel to and from the school or academy.

Section 8.2. Reimbursement of Training Expenses.

All necessary and reasonable expenses incurred by employees covered by this Agreement shall be reimbursed to said employee upon proof of expenditure within spending guidelines of the Village, which shall be mileage, regular pay, tolls and parking only.

Section 8.3. Scheduling of On-Duty Training.

All Police Officers assigned to in-house training shall, whenever practicable, be given notice of such training with a posting of the shift schedules. When training

outside the Department is scheduled for Officers covered herein' and Officers shall be given as much notice as possible as the Village receives notice from the training facilities.

Section 8.4. Educational Assistance Plan.

Tuition reimbursement shall be paid pursuant to the following procedures and requirements:

- a) Request Procedure/Tuition -Employees must submit a "Request for Training" form to the Chief of Police at least thirty (30) days prior to the registration deadline for such education or training. Only courses which are job related or a part of a police science curriculum and have been approved by the Chief as beneficial to the department prior to the officer commencing the course shall be eligible for reimbursement.

If the written request is pre-approved, the employee shall receive one hundred percent (100%) reimbursement for the reasonable costs of registration, tuition and materials, (books kept by employee not included), upon successful completion of the course(s) with a grade of "B" or better. The employee shall receive seventy-five percent (75%) reimbursement for the reasonable costs of registration, tuition and materials, (books kept by employee not included), upon successful completion of the course(s) with a grade of "C" or better. All reimbursement pursuant to this section is subject to the limitations set forth at subsection "d" of this section.

- b) Reimbursement Request -When the employee completes such classes, he shall provide an official transcript and an itemization of tuition expenses, with receipts for educational materials only.
- c) Separation Payback -If the employee is separated from Village service for any reason except involuntary dismissal within one (1) year of the date of reimbursement, the employee shall remit an amount equal to one hundred percent (100%) of the amount reimbursed within such year to the Village, and such amount shall be withheld from the employee's final paycheck; if the employee terminates for any reason except involuntary dismissal within two (2) years, the employee shall remit an amount equal to fifty percent (50%) of the amount reimbursed within such year to the Village, and such amount shall be withheld from the employee's final paycheck. If the employee's final paycheck does not cover the amount owed to the Village, the employee shall remit payment to the Village within thirty (30) days of separation. If the employee fails to remit the amount due under this section, the Village may bring an action to recover said amount, plus interest and costs in the Circuit Court of Cook County; if the employee is employed with the Village in excess of two (2) years after the

reimbursement of tuition, the Village shall make no claim for reimbursement of said amount.

- d) Maximum Reimbursement -When reimbursing officers pursuant to this section, the Village will pay 100%of the costs described herein, with a maximum reimbursement equal to the current average tuition being charged by the following colleges and/or universities: Northern Illinois University, Governor's State University, University of Illinois-Chicago, Western Illinois University and Illinois State University.

Section 8.5. Basic Training Reimbursement.

Any employee who voluntarily leaves his employment as a police officer of the Village of Palos Park within two years of his date of hire shall reimburse the Village for fifty percent (50%) of his/her basic training expenses, including all tuition and salary paid while attending the Police Training Institute or any Police Academy

Section 8.6. Educational Incentive

Each employee who has received a college degree from an approved, accredited college, shall receive the following annual academic achievement pay (for the highest degree) to be paid on the payday immediately before the anniversary date of the officer's date of hire as provided below:

- Bachelors: \$1500.00
- Masters: \$2000.00.

**ARTICLE IX**  
**VACATIONS**

Section 9.1. Purpose.

Vacations are provided to patrol persons for rest, recreation and for personal and emergency purposes. Vacation year shall be defined as beginning January 1 and ending December 31.

Section 9.2. Eligibility and Allowances.

Only full-time employees shall earn vacation; moreover, such employees shall earn annual leave based upon the number of creditable years of service in accordance with the following schedule:

<u>LENGTH OF SERVICE</u>	<u>HOURS OF VACATION PER YEAR</u>
1 year or more but less than 5 years	84 hours
5 years or more but less than 10 years	144 hours
10 years or more	168 hours

Vacation time must be used in minimum blocks of twelve (12) hours (one (1) day).

### Section 9.3. Vacation Carryover.

Unused vacation time may be carried over at the end of the calendar year until the following December at the employee's request until the following December 1<sup>st</sup>. Police officers shall be entitled to carryover up to forty-eight (48) hours of accumulated vacation time from year to year. Full-time patrol persons shall be credited at the beginning of the leave year with the total number of vacation hours that each will earn during that leave year, plus any accrued vacation time from the previous year; leave credit at the beginning of the leave year shall reflect any change contemplated in a patrol person's accrual rate for that year.

### Section 9.4. Authorization for Annual Leave.

Requests for annual leave must be made by February 15 of each year. Approval for annual leave requests shall not be unreasonably withheld, and shall be granted on a seniority basis. Any officer who fails to request annual leave by February 15 shall be granted such leave on a first come-first serve basis, provided that Department manpower requirements are not affected, (i.e., Christmas, year end, etc.) and provided the officer has given the Chief or his/her designee at least five (5) days advance notice.

### Section 9.5. Emergencies.

The Parties agree that an exception to the advance approval requirement as provided in Section 9.4 hereinabove, shall exist for "emergencies;" however, in such situations, the patrol person must notify the Police Chief (or his/her designee) as soon as possible as to the emergency and the expected duration of the absence. As soon as possible after return to duty, the patrol person must explain the reason for the emergency to the Police Chief (or his/her designee). The Police Chief (or his/her designee) shall then approve or disapprove the leave as requested. When the request is disapproved, the absence may be recorded as leave without pay (hereinafter referred to as "LWOP"). The Chapter recognizes that vacation granted pursuant to this section is for emergency purposes only. Abuse of leave granted pursuant to this section may be cause for discipline by the Chief of Police.

### Section 9.6. Application

Application for vacation shall be made in writing to the Police Chief.

### Section 9.7. Approval / Denial.

The Police Chief shall have the responsibility for approving or denying the application for annual leave. Such approval or denial must be communicated to the requesting officer within five (5) working days of the request or by February 15 if Section 9.4 is applicable. If the officer does not receive a response within five (5) business days, that officer may assume that his/her request for annual leave has been approved. In the event that the Chief shall fail to approve an application for leave, the application shall be returned to the particular patrol person with the

reasons for disapproval set forth in writing. All leave request forms shall be retained by the Police Chief for three (3) years from the date the leave was taken or disapproved. In the event that the leave is approved and the patrol person has insufficient leave balance, the Village shall automatically change such annual leave to LWOP when processing the employee's pay.

Section 9.8. Pro-rated Vacation.

Those employees hired after January 1 of any vacation year shall be given vacation covered time pro-rated as follows:

These hours shall accrue based upon the month of hire using the following schedule:

January:	78 hours
February:	72 hours
March:	66 hours
April:	60 hours
May:	54 hours
June:	48 hours
July:	42 hours
August:	36 hours
September:	30 hours
October:	24 hours
November:	18 hours
December:	12 hours

Section 9.9. Maximum Use of Combined Leave.

No officer will be allowed to use more than four (4) weeks (168 hours) of combined leave time (including compensatory time), except under extenuating circumstances and with the prior written approval of the Chief of Police.

**ARTICLE X**  
**HOLIDAYS**

Section 10.1. Holiday observance.

The following eight (8) days shall be observed as holidays by the Police Department:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day

All covered employees shall receive a total of eight (8) paid days off to compensate them for the aforementioned holidays, to be utilized at the employee's discretion, pending approval of the Chief. All paid holidays shall accrue on January 1 of each year. Where an employee has taken holidays prior to the actual date of the holiday, and the employee's employment with the Village is terminated, the Village will be entitled to reduce the employee's last paycheck to reflect reimbursement for any unearned holidays used.

Comp Time Option for Holidays worked: Officers who work on a Village recognized holiday shall have the option in lieu of being compensated at Time and a Half may take straight pay for hours worked and earned comp time for the half portion.

Example: Officer A works 12 hours on a designated holiday.

Officer A can be compensated at 1 and 1/2 rate of pay for those 12 hours (or)

Officer A can be compensated at 12 hours straight time and earn 6 hours comp time

Any covered employee who elects to call in sick and utilize sick time credit for the named normal holiday may be required to provide a doctor's verification of illness before being entitled to a paid day to compensate for that named holiday.

Holidays shall not be accrued or paid upon separation from the Police Department for any reason.

#### Section 10.2. Holiday Pay.

When required and scheduled to work on any of the above designated holidays, covered employees shall be paid time and one-half (1 ½) that officer's regular hourly rate of pay for all hours worked. This compensation is in addition to the paid holiday leave as described in Section 10.1.

#### Section 10.3. Floating Holidays.

In addition to the holidays named in Section 10.1, each covered employee shall receive two (2) floating paid holidays, to use at the employee's discretion, pending approval of the Chief of Police. Floating holidays shall accrue on January 1 of each year.

#### Section 10.4. Approval of Requests for Holidays and Floating Holidays.

Requests for use of holiday or floating holiday leave must be made at least five (5) days prior to the date of the leave. Approval of requests for such leave shall not be unreasonably withheld. Approval or denial must be communicated to the requesting officer within five (5) days of the request. If the officer does not receive a response within five (5) days, that officer may assume that his/her request for holiday leave has been approved.

Section 10.5. Carryover of Holiday Leave.

Any officer covered by this Agreement shall be entitled to carry over up to a maximum of forty-eight (48) hours of holiday and floating holiday leave from one year to the next, provided the officer uses the holiday leave prior to May 1 of the subsequent year, or said hours shall be forfeited.

Section 10.6. Pro-rated Holiday.

Those employees hired after January 1 of any year shall be entitled to holiday leave only for those holidays occurring after the employee's date of hire.

**ARTICLE XI**  
**INSURANCE AND RELATED HEALTH BENEFITS**

Section 11.1. Health Insurance

The Village agrees to provide health and dental insurance coverage to all covered employees, for the duration of this Agreement, of the same type, conditions and deductibles as that provided to all other Village employees, provided that the amount of contribution required of covered employees may not be more than the amounts set forth below:

- Plan (1) 20% of total premium for traditional deductible PPO and Dental
- Plan (2) 15% of total premium for \$1000 deductible PPO and Dental
- Plan (3) 15% of total premium for HMO and Dental
- Plan (4) 10% of total premium for HSA and Dental

For the PPO, the above premium contribution rate schedule will be applied to the lesser of the current policy's individual coverage rate (i.e. single, couple, single plus children, or family) premium contribution amount.

The Village may increase the contribution percentage of the bargaining member for the plan (2) 15% 1000 deductible PPO, the plan (3) 15%HMO and Plan (4) 10% HSA by no more than 5% total for the duration of this agreement. Under this limitation, Plan (2) may be increased to up to 20% of total premium, Plan (3) may be increased to up to 20% of total premium, and Plan (4) may be increased to up to 15% of total premium, provided that the Village also increases the cost sharing for all non-represented Village Employees by the same amount.

Insurance rates are retroactive to May 1, 2018 and any retroactive payments shall be withheld from the retroactive wage payment for bargaining unit members.



Section 11.2. Terms of Insurance Policies to Govern.

The extent of coverage under the insurance policies (including HMO and self-insured plans) referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Village, employee or beneficiary of any employee.

Section 11.3. Change in Insurance.

Should the Village deem it necessary to effect any change in insurance carriers, costs or coverage, it shall provide the Union with notice and an opportunity to comment on the proposed change, prior to implementing said change.

Section 11.4. Life Insurance.

The Village agrees to provide term life insurance coverage in the amount of fifty thousand (\$50,000) dollars for each full-time patrol person covered by the terms of this Agreement.

Section 11.5. Disability.

In the event of a partial or total disability, a covered employee and his/her dependents shall be entitled to continue to participate in the same health and hospitalization coverage that is in effect at the time of the disability, for a period of eighteen months. In addition, the disabled employee shall be entitled to any and all disability payments and/or benefits provided to any other Village employees, or provided by Illinois statute.

Section 11.6. Retirement Benefits.

Upon retirement, all covered employees reaching the age of fifty (50) years with at least twenty (20) years of service with the Police Department shall be entitled to a cash stipend of \$2,000.00. The Village will work with the retiree to have this payment applied to medical benefits, applied to a retirement annuity or other tax sheltered investment or otherwise treated in the way that the retiree finds most advantageous.

Section 11.7. Duty Related Exposures – Inoculations.

Inoculations for tetanus, tuberculosis, and hepatitis B are currently covered under the Village's group health insurance program. If the inoculations are not

covered, the Village will reimburse the employee for the costs of obtaining the necessary inoculations or will make arrangements for inoculations.

Section 11.8. Light Duty.

The Village will make "Light Duty" available for employees suffering from work related injuries. Light duty is intended for employees to maintain a connection with the organization, and is not intended as a long-term reassignment. Light duty shall be available to an employee for up to 45 calendar days with proper physician's release for light duty. Employee on light duty will be assigned to activities not more strenuous than his/her doctor's release permits. Light duty assignments may include work in any Village Department and will be meaningful work such as, but not limited to: filing, data entry, answering telephones, general office work, or any other assignment so long as the assignment is consistent with the physician's release.

**ARTICLE XII**  
**SICK LEAVE**

Section 12.1. Purpose.

The purpose of sick leave is to provide the employee with protection against loss of income due to personal sickness or injury, or for necessary care of an employee's immediate family, or for the purpose of obtaining medical (including dental or optical) examination or treatment. The phrase "immediate family member" shall mean husband, wife, father, mother, son or daughter of the patrol person.

Section 12.2. Accrual and Crediting of Sick Leave.

All employees shall earn and be credited with one hundred twenty (120) hours of sick leave per year, to be credited on January 1.

All employees covered by this Agreement shall be entitled to carry over accrued sick leave from year to year.

Section 12.3. Restrictions on Sick Leave Usage.

Any covered employee on sick leave shall take whatever steps are medically necessary to remedy his or her condition and shall not engage in social or commercial pursuits unless specifically authorized to do so by his/her physician. Any employee who engages in commercial or social pursuits on a sick day shall provide, upon request, proof of compliance with this provision, or be subject to disciplinary action.

Section 12.4. Physician's Release.

A letter or report from a medical physician providing a release to return to

work may be required from any covered employee when that employee is absent from work for at least three (3) consecutive shifts with a reported illness.

Section 12.5. Pro-Rated Sick Time.

Those employees hired after January 1 of any calendar year shall be given sick covered time pro-rated at a rate of twelve (12) hours (i.e., one shift) for each forty-five (45) calendar day period worked during the preceding partial year. All sick time for that year shall be made available to newly hired full time officers immediately upon hire

Section 12.6. Sick Time Incentive.

Employees that do not use any sick time within a given calendar year will be credited for one (1) additional shift (12 hours) vacation time on January 1 of the following year.

**ARTICLE XIII**  
**LEAVES OF ABSENCE**

Section 13.1. Maternity Leave: In General.

Maternity absence is not a separate type of leave. The parties agree that all policies and procedures generally applied to disability leave shall also apply to absence for maternity reasons. The term "pregnancy," as used in this Agreement refers to a condition which eventually requires the employee to be absent from the job because of child birth. For leave purposes, a period of absence covering pregnancy and confinement is to be treated like any other condition, which incapacitates the employee from the performance of duty. As a means of accommodating this temporary incapacitation, appropriate leave shall be made available to the affected employee.

Section 13.2. Maternity Leave Benefits.

Maternity absences may be a combination of sick leave, and annual leave, in the following particulars:

- a. Sick days to extent available, may be used to cover the time required for physical examinations and periods of incapacitation; and,
- b. Annual leave or LWOP not in excess of that provided in the federal Family and Medical Leave Act may be used to cover absence necessitated for reasons such as (i) the need for a period of adjustment following birth and recuperation; or, (ii) the need to make arrangements for the care of the child or children. Such leave will be granted only if requested by the employee and approved by the Police Chief.

### Section 13.3. Maternity Leave Procedures.

In the interest of public safety, an employee should notify the Police Chief of her pregnancy as soon as practicable. An employee shall inform the Police Chief as soon as possible of their intention to request maternity leave. The request shall provide the reasons, indicate the type of leave desired, set forth approximate dates, and express an opinion as to the anticipated duration so as to allow the Police Chief adequate time to prepare for any staffing adjustments, which may be necessary. The length of absence from duty is a matter requiring joint involvement from the employee, her physician and the Chief of Police, and shall not exceed the amount provided in the federal Family and Medical Leave Act. In the event that the employee requests light duty or temporary reassignment, the Chief of Police shall make every reasonable effort to accommodate such requests. All such requests shall be accompanied by appropriate medical recommendations, including a doctor's certificate indicating her physical ability to perform duty-related tasks, and specific time limitations after the second trimester.

### Section 13.4. Absence for Paternity Reasons.

Male patrol officers shall be accorded to the right to paternity leave on terms equal to those offered to female officers for the purposes of assisting or caring for his minor child, children or mother, while she is incapacitated for maternity reasons. Each leave request shall be considered on its own merit and shall be approved provided such approval is consistent with other situations where leave is requested due to incapacitation of said employee's spouse. Leave granted pursuant to this Section shall not exceed the maximum amount of leave provided in the federal Family and Medical Leave Act.

### Section 13.5. Bereavement Leave.

Each employee covered by this Agreement shall be entitled to three (3) days bereavement leave at full pay upon the death of the employee's husband, wife, father, mother, son, daughter, brother, sister, grandfather, grandmother, brother-or-sister-in-law, or parent-in-law.

Any officer may be entitled to an additional day of bereavement leave if that officer is scheduled to work three (3) consecutive shifts during the affected period,

### Section 13.6. Jury Duty.

The Village recognizes that employees may be called to serve on a Jury. Employees covered by this agreement shall be entitled to three (3) days of Jury Duty leave to fulfill this obligation.

### Section 13.7. Military Leave.

The Village will provide the required Military Leave benefits to covered officers consistent with the Military Leave of Absence Act (5 ILCS 325/) or other controlling legislation.

**ARTICLE XIV**  
**WAGES**

**Section 14.1. Wage Schedule.**

During the term of this Agreement, patrol persons shall be compensated for work as set forth in the attached Appendix A. Wage step increases for covered employees shall be effective on the first day of the pay period during which step increases occur. All wages shall be retroactive to May 1, 2022, including overtime pay, longevity pay, shift supervisor compensation, and specialty pay. Covered employees shall receive a check representing retroactive wages within thirty (30) days of the execution of this Agreement.

New full-time employees who are hired after they have completed at least five years of full-time experience as a sworn law enforcement officer will advance to Step 2 of the wage scale after the successful completion of field training, or 90 days, whichever is longer. Seniority for these employees will not be affected by this advancement. Step raises will be on their anniversary date of their date of hire each year thereafter.

**Section 14.2. Shift Supervisor Compensation.**

An officer acts as a "shift supervisor" when he/she is designated by the Chief of Police or his designee. If the designated shift supervisor is unable to work due to illness or other unforeseeable absence, the most senior officer on his/her regular shift will be the shift supervisor. When two officers designated as shift supervisors are on the same shift due to overtime or shift exchanges, the shift supervisor on his/her "home" shift shall retain the shift supervisor responsibility. Any officer covered by this Agreement assigned to work as a shift supervisor shall receive as compensation three dollars per hour (\$3.00 /hr.) in addition to his/her applicable rate of pay, for the entire shift that officer works, but shall not be considered for overtime computation. No patrol officer shall be entitled to shift supervisor compensation when a Sergeant is on duty, or when an officer of higher rank than Sergeant is on patrol duty.

**Section 14.3. Longevity Pay.**

Any officer covered by this Agreement shall receive an annual longevity stipend included in the paycheck issued on the payday next following the anniversary date of that officer's date of hire as provided, based upon actual years of service as a full-time police officer in the Village of Palos Park:

**TENURE STIPEND (hired before May 1, 2011)**

On the anniversary of 8 years through completion of 10 years	\$700.00
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On the anniversary of 11 years through the completion of 15 years	\$1,000
On the anniversary of 16 years through the completion of 19 years	\$1,300
On the anniversary of 20 years through the completion of 24 years	\$1,600
On the anniversary of 25 years and thereafter	\$2,000

TENURE STIPEND (hired after May 1, 2011)

On the anniversary of 8 years through completion of 10 years	\$500.00
On the anniversary of 11 years through the completion of 15 years	\$750.00
On the anniversary of 16 years through the completion of 19 years	\$1,000
On the anniversary of 20 years And thereafter	\$1,500

Each officer receiving Longevity pay shall receive their payment in a check separate from their regular pay.

Section 14.4. Range Officer and Field Training Officer Pay.

For an officer acting as Range Officer or Field Training Officer as designated by the Chief of Police, the Village will pay an additional \$3.00 per hour. The covered time for a Range Officer includes the time that the Range Officer is coordinating or performing range duties to a maximum of 20 hours per quarter (3 months). The covered time for a Field Training Officer includes only the actual time working with the trainee in a Field Training Officer capacity.

Section 14.5. Special Duty Assignments.

The Chief of Police shall have the discretion to assign officers to Special Duty Assignments, including, but not limited to, Investigator, K-9 Unit, and Federal Agency assignments.

Section 14.6 Shift Differential

A shift differential shall be paid to all covered, full-time employees pursuant to the following schedule for all regularly scheduled hours occurring after 6:00 p.m. and prior to 6:00 a.m., in the amount of \$0.50 per hour for each hour worked.

Section 14.7. Investigations Pay

Officers who are assigned by the Chief of Police as Investigators shall receive an incentive of \$100 per month to be compensated while assigned to that unit, beginning the first month of such service, which shall be calculated as part of the base rate of pay. The Chapter recognizes that the Chief of Police has the discretion to determine the officers assigned, the duration of the assignment, and the duties while assigned to Investigations.

**ARTICLE XV**  
**UNIFORMS**

Section 15.1. Uniforms.

Each newly hired employee shall receive an initial issue of uniform as set forth in Appendix B. Subsequent to the employee's date of hire, the Village will provide uniforms or equipment pursuant to a quartermaster system to each covered employee with an annual uniform allowance of eight hundred dollars (\$800 .00) per year. Should the Village deem it necessary to expand or modify the required uniform for covered employees, the Village will be responsible for providing the new or modified equipment or uniform, at the Village's expense. Any new or modified uniform items or equipment required due to a promotion or change in assignment shall be provided to the affected officer at the Village's expense.

Section 15.2. Vest Replacement

The Village agrees to replace, at its cost, each employee's ballistic vest, (body armor) at the expiration of the useful life of the vest as provided by the manufacturer.

Section 15.3. Reimbursement For Property Destroyed in the Line of Duty.

The Village agrees to reimburse (to the particular patrol person) the actual cost of personal property damaged in the line of duty, provided that such damage has been caused as a result of sudden, unexpected or emergency-like event and damaged equipment is turned into the Police Department. The Village shall not be responsible for unreasonably expensive items carried by the employee while on duty. Reimbursement shall be for the actual cost of the item damaged, with a maximum reimbursement of three hundred dollars (\$300.00) for eyewear, and one hundred dollars (\$100.00) for all other items of personal property. This benefit is subject to a five hundred dollar (\$500.00) annual cap per officer per calendar year. The Chief of Police may authorize reimbursement in excess of five hundred dollars

at his discretion.

Damage to personal property must be reported prior to the end of the shift during which the damage occurred, or there will be no reimbursement pursuant to this section.

Section 15.4. Police Equipment.

The Village agrees to provide the use of the following items of equipment to all covered officers: Squad cars, portable radios, flash lights, and raincoats.

All items listed in this Section shall be repaired or replaced as officer safety requires.

**ARTICLE XVI**  
**DISCIPLINE PROCEDURES/OFFICER BILL OF RIGHTS**

Section 16.1. Officer Bill of Rights.

The Palos Park Police Officer Bill of Rights as presented below shall be a part of this Agreement.

Section 16.2. Purpose.

It is the policy of the Chief of Police to provide police officers with optimum protection during internal investigations and/or investigations concerning allegations of employee misconduct.

Section 16.3. Definitions.

- A. "Officer" means any peace officer, as defined by Section 2-13 of the Criminal Code of 196 1, as now or hereafter amended, who is employed by the Village of Palos Park. The term does not include crossing guards, dispatchers, social workers, reserve officers, or others without police powers.
- B. "Informal Inquiry" means correspondence with or a meeting by supervisory or administrative personnel with an officer upon whom an allegation of misconduct has come to the attention of such supervisor or command personnel, the purpose of which meeting is to meditate a violation of Department rule, regulation, policy and/or complaint and discuss the facts to determine whether a formal investigation would be commenced. An officer will be allowed reasonable time to consult with an attorney during questioning as long as it does not disrupt the daily activity of the Department.
- C. "Formal Investigation" means the process of investigation ordered by the Chief of Police during which the questioning of an officer is intended to gather evidence of misconduct as a result of a signed employee misconduct complaint or criminal



offense which may be the basis for filing charges seeking his or her removal, discharge or suspension in excess of five (5) days.

- D. "Interrogation" means the questioning of an officer pursuant to the formal investigation in connection with an alleged violation which may be the basis for filing charges seeking his or her suspension, removal or discharge. The term does not include questioning: (1) as part of an informal inquiry; or (2) relating to minor infractions of agency rules which may be noted in the officer's record but which may not in themselves result on removal, discharge or suspension in excess of five (5) days.

Section 16.4. Bill of Rights.

Before any officer may be interrogated by or before any disciplinary board or departmental agent or investigator, for which the results of such formal investigation may be the basis for filing charges seeking suspension, removal or discharge, the following rules shall be in effect:

- A. The interrogation of the Police Officer shall be at a reasonable hour, preferably when the Police Officer is on duty, unless the exigencies of the investigation dictate otherwise, in which event reassignment of the Police Officer may be, utilized. If not on duty, the Police Officer shall be compensated for their time during the interrogation at the rate of time and one-half, with the exception of those instances where the officer has been placed on suspension with pay.
- B. The interrogation shall take place at a location designated by the Chief of Police. The interrogation will usually be held at the Police Station or at the location where the incident allegedly occurred.
- C. The Officer shall be informed to the allegations of the investigation and as to what rule, regulation, policy or illegal act they are alleged to have committed. Sufficient information, including the name of the complainant shall be provided to reasonably apprise the officer of the nature of the investigation. The officer shall be advised in writing the nature of the investigation and that his/her admissions made in the course of the interrogation may be used as the basis for seeking his/her suspension, removal or discharge. The officer shall sign a copy of this "written form" which will become part of the file in the investigation.
- D. The questioning shall be reasonable in length. Reasonable respites will be provided for personal necessities, meals, telephone calls and rest periods.
- E. The officer shall not be subject to any offensive language, nor shall be threatened with transfer, dismissal or other disciplinary punishment. No promise or reward shall be made as an inducement to answer questions. Nothing herein is to be construed as to prohibit the interrogating officer from informing the officer that

his/her conduct and the nature of the offense is subject to disciplinary action if the officer refuses to obey a lawful order from the ranking officer.

- F. The complete interrogation of the Police Officer shall be recorded mechanically or by a stenographer at the expense of the Village of Palos Park. All recesses called during the questioning shall be recorded.
- G. If the officer is under arrest or is likely to be, that is, if he is the subject concerning a criminal investigation, the officer shall be fully advised of his/her rights pursuant to current decisions of all courts of competent jurisdiction including the United State Supreme Court. At the request of the officer under interrogation for a criminal offense, he/she shall have the right to counsel, of their own choosing, present to advise them at any hearing or interrogation. Legal counsel will be at the expense of the requesting officer. No compensation is given to the officer if the circumstances above, i.e. subsection G, apply.

#### Section 16.5. Discipline.

All discipline shall be in accordance to the Laws of the State of Illinois, the Municipal Code of the Village of Palos Park, and the General Orders and Rules and Regulations of the Police Department of the Village of Palos Park.

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

The employee shall have three (3) calendar days to submit a copy of the Election Form and Decision to the Union for approval to arbitrate the discipline. The Union shall have an additional seven (7) calendar days to approve or deny the request for arbitration. If the Union authorizes an arbitration concerning the discipline, it shall notify the Chief or the Chief's designee in writing of the intent to arbitrate within ten (10) calendar days of the issuance of the Decision to Discipline. If approved by the Union for arbitration, the Election Form shall constitute a

grievance which shall be deemed filed at the arbitration step of the grievance procedure. When a grievance is elected, the arbitrator will determine whether the discipline was imposed with just cause, and whether the discipline was excessive. If the arbitration is not approved by the Union within ten (10) calendar days of the Decision to Discipline, or is not elected by the employee, the employee retains his rights to appeal discipline before the Board of Fire & Police Commissioners in accordance with the Illinois Municipal Code, Division 2.1, Board of Fire and Police Commissioners, 65 ILCS 5/10-2.1 *et seq.*, as amended.

Section 16.6. Admissibility of Discipline

Records of discipline other than suspensions shall not be admissible in any disciplinary matter if three (3) years pass from the date of the offense without the employee receiving discipline for an offense of a similar nature or unless the employee is subject of ongoing progressive discipline.

Records of discipline concerning suspensions shall be inadmissible in any disciplinary matter if five (5) years pass from the date of the offense without the employee receiving discipline for an offense of a similar nature or unless the employee is the subject of ongoing progressive discipline.

**ARTICLE XVII**  
**MISCELLANEOUS**

Section 17.1. Authority of the Commissioner of Public Safety.

This Agreement is intended and shall be construed in a manner so as to modify the statutory authority of the Commissioner of Public Safety as described within Article XVI; and, the parties hereto expressly recognize the authority of the Commissioner with respect to hiring, promoting, demoting, disciplining, and discharging Patrol Persons in accordance with applicable state law, other than as modified by Article XVI of this Agreement.

Section 17.2. No Strike.

The Union agrees (on behalf of itself and the Patrol Persons for whom it speaks) not to engage in, induce, call, authorize, support, promote, condone or participate in any strike, work stoppage, intentional withholding of services, picketing of the Village of Palos Park, slow-down, sit-in, "blue-flu", or "ticket-blitz", or other acts or actions having the effect of exhibiting a refusal to work at any time for any reason.

Section 17.3. No Lockout.

The Village will not "lockout" Patrol Persons, provided, however, that a reduction in force, curtailment of operations or any individual termination or suspension shall not be construed as a "lockout".

Section 17.4. No Discrimination.

Neither the Village nor the Union shall discriminate against any Patrol Person in violation of any state or federal statute. The Union agrees to represent all Patrol Persons fairly and without regard to Chapter affiliation, non-affiliation, or dis-affiliation. The parties agree that, with the exception of charges of discrimination based upon union membership, no violation of this section shall be subject to the grievance procedure set forth herein.

Section 17.5. Staffing.

The Village agrees to maintain the same minimum staffing levels if economically feasible as determined by the Village, including the scheduling of squad cars for specific shifts, as exists at the commencement of this Agreement.

Section 17.6. Ratification and Amendment.

This Agreement shall become effective when ratified by the Union and the Village of Palos Park. Said Agreement may be amended and modified (during this term) only with mutual written consent of both parties.

Section 17.7. Savings Clause.

In the event any Article, section, subsection 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, subsection or portion thereof directly specified in the decision or order. Upon the issuance of such decision or order, the parties agree to immediately negotiate a substitute for the invalidated article, section, subsection or portion.

Section 17.8. Entire Agreement.

This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between the parties for its term: It supersedes and cancels all prior practices and Agreements, whether written or oral, which conflict with the express terms of this Agreement. The parties acknowledge that during the negotiations process (leading to the formation of this Agreement), each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not already determined by law and that the understandings and agreements expressed herein were reached after the fullest exercise of each parties' rights herein.

Section 17.9. Outside Employment.

Employees shall not be employed by employers other than the Village, nor shall they contract for or accept anything of value in return for services, nor shall they otherwise be self-employed for remuneration, without the approval of the Chief of Police. Employees may hold outside jobs, including self-employment which will not:

- (1) result in a conflict of interest;
- (2) result in work for the Village;
- (3) result in outside work during an employee's work shift;
- (4) involve the use of Village equipment or supplies;
- (5) infringe on their ability to fully perform their job duties for the Village;
- (6) bring the image of the Village or Police Department into disrepute.

Employees seeking permission to perform outside employment shall apply in writing to the Chief of Police for approval on a form provided by the Village. Such application shall be approved or denied within a reasonable period of time.

Section 17.10. Line of Duty Injury.

- 1) Whenever a covered employee suffers any injury in the line of duty which causes him/her to be unable to perform his/her duties, he shall continue to be paid by the Village with no deduction from his/her accrued benefits pursuant to State Statutes relating to Police and Fire employees.
- 2) At any time during the period for which continuing compensation is required pursuant to this Section, the Village may order, at the Village's expense, physical or medical examinations of the covered employee to determine the degree of his/her disability.
- 3) During the period of disability, the injured person shall not be employed in any other manner with or without compensation.
- 4) Any salary due the employee from worker's compensation or any salary due him/her from any type of insurance carried by the Village shall revert to the Village during the time for which continuing compensation is paid to him/her under this Section.
- 5) The benefits set forth in this section are in addition to any benefits described in Section 11.5 to which the employee may be entitled.

Section 17.11. Minimum Performance Standards.

The Village and the Chapter shall agree to mutually acceptable minimum performance standards for covered employees. Said standards will be implemented after the execution of this Agreement. In order to facilitate the implementation of the minimum performance standards, the parties shall meet to create a mutually agreeable performance review evaluation for the purpose of measuring compliance with said standards. Said standards will then be set forth in the Village of Palos Park Police Department General Orders.

A three (3) month period will be allowed for officers to adjust their

performance to come into compliance with the above-mentioned standards.

Subsequent to the three (3) month period, and based upon a 12-month evaluation period, repeated unsatisfactory performance review evaluations may result in counseling, re-training or progressive disciplinary action.

Section 17.12. Wellness Incentive.

The Village will reimburse up to \$200 per officer per year for gym memberships, provided that the officer provides satisfactory proof of the expense and attends an annual physical examination by a doctor approved by the Village.

Section 17.13. Duty Related Vehicle.


If a Village vehicle is available, the Chief, at his/her discretion, will permit the Investigator, K-9 officer or officer on special assignment with a Federal Agency to take home a vehicle to be used solely for work responsibilities, including driving to and from work or emergency call outs.

Section 17.14. Termination in 2025.

This Agreement shall be effective as of the 1<sup>st</sup> day of May, 2022, and shall remain in force and effect until April 30, 2025. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not less than one hundred and twenty (120) days prior to the termination date to the effect that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the termination date. This Agreement shall remain in full force and be effective during the negotiations and up to and until a new employment Agreement has been reached between the Parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 8<sup>TH</sup> day of AUGUST 2022, intending to be legally bound thereby.

METROPOLITAN ALLIANCE OF  
POLICE Palos Park Police Chapter  
#150

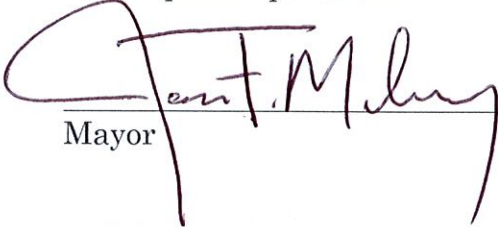
  
\_\_\_\_\_

President of Palos Park Police  
Chapter #150

  
\_\_\_\_\_

Keith George, President  
Metropolitan Alliance of Police

VILLAGE of Palos Park, an Illinois  
Municipal Corporation

  
\_\_\_\_\_

Mayor

ATTEST:



**APPENDIX A – Wages**

**EMPLOYEES HIRED BEFORE MAY 1, 2011**

<b>Step</b>	<b>FY22</b>	<b>FY23</b>	<b>FY24</b>	<b>FY25</b>
		3.50%	3.25%	3.25%
<b>A (0 through the end of 12th month)</b>	\$63,359	\$65,577	\$67,708	\$69,908
<b>B (start of 13th month through the end of 24th month)</b>	\$67,027	\$69,373	\$71,628	\$73,955
<b>C (start of 25th month through the end of 36th month)</b>	\$70,865	\$73,345	\$75,729	\$78,190
<b>D (start of 37th month through the end of the 48th month)</b>	\$74,940	\$77,563	\$80,084	\$82,686
<b>E (start of 49th month through the end of the 60th month)</b>	\$79,253	\$82,027	\$84,693	\$87,445
<b>F (Start of 61st month through the end of the 72nd month)</b>	\$83,799	\$86,732	\$89,551	\$92,461
<b>G (start of 73rd month through the end of the 84th month)</b>	\$88,622	\$91,724	\$94,705	\$97,783
<b>H (after the start of the 85th month)</b>	\$94,382	\$97,685	\$100,860	\$104,138

**EMPLOYEES HIRED AFTER MAY 1, 2011**

<b>Step</b>	<b>FY22</b>	<b>FY23</b>	<b>FY24</b>	<b>FY25</b>
		3.50%	3.25%	3.25%
<b>1 (0 thorough the end of the 12th month)</b>	\$63,359	\$65,577	\$67,708	\$69,908
<b>2 (start of 13 through the end of the 60th month)</b>	\$70,865	\$73,345	\$75,729	\$78,190
<b>3 (start of 61 through the end of the 84th month)</b>	\$83,799	\$86,732	\$89,551	\$92,461
<b>4 (after the start of the 85th month)</b>	\$94,382	\$97,685	\$100,860	\$104,138

\* Annual wage is based upon 2184 hours, calculated at straight-time rate of pay. Wages are retroactive to 05/01/22.

## APPENDIX B – Equipment List

- (2) Pants
- (2) Long sleeve shirts
- (2) Short sleeve shirts
- (1) Leather jacket
- (1) “Ike” cloth jacket
- All necessary duty leather
- All necessary weapon and ammunition
- (1) Winter hat (plus badge)
- (1) Summer hat (plus badge)
- (2) Duty stars
- (1) Off duty star (plus case)
- (1) Winter sweater
- (1) Night stick/baton
- (2) Ties
- (2) Nametags
- (1) Set of collar insignia
- (1) Vest (body armor)



## APPENDIX C – Seniority List

<b>Officer</b>	<b>Seniority Date</b>	<b>Years of Service on 01 May 22</b>	<b>Step FY22</b>	<b>Step FY23</b>	<b>Step FY24</b>	<b>Step FY25</b>
Kotsianis, Haralambos	11/1/2004	17 Years, 6 Months	H	H	H	H
Caiazzo, Jason	1/7/2006	16 Years, 3 Months	H	H	H	H
Chibe, Ross	9/26/2011	10 Years, 8 Months	4	4	4	4
Winter, John *	4/30/2012	10 years, 0 Months	4	4	4	4
VanHowe, James	3/1/2019	3 Years, 2 Months	2	2	2	3
Scaccia, Danielle	11/9/2019	2 Years, 5 Months	2	2	2	3
Franczak, Ryan	1/16/2021	1 Year, 3 Months	2	2	2	2
Marano, Michelle	8/14/2021	0 Years, 8 Months	1	2	2	2

\* officer hired with two years credited service under Sec 14.1

APPENDIX D

ELECTION, WAIVER AND RELEASE FOR DISCIPLINARY PROCESS

I, \_\_\_\_\_, a police officer in the Village of Palos Park, and a member of the Metropolitan Alliance of Police, Chapter 150 being proposed for discipline by the Village of Palos Park Police Department, have been informed of my options to dispute discipline in accordance with the Collective Bargaining Agreement between the Village of Palos Park and the Metropolitan Alliance of Police, Chapter 150. I understand that I may elect to pursue a grievance over such discipline (option A), or I may choose to dispute the discipline before the Village of Palos Park Board of Fire and Police Commissioners (option B), but not both. I understand that an election of one of these procedures is a waiver of my rights and remedies to the other.

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

**A. Grievance Arbitration**

By selecting the grievance process alternative, I acknowledge my understanding that the Village has the right to unilaterally impose the proposed discipline immediately, subject to possible later modification or reversal by an arbitrator should I or the Union choose to pursue a grievance through arbitration, provided that the Chief simultaneously provides me with a copy of all reports and evidence relied upon by the Chief to demonstrate the alleged rule violation, including mitigating and exculpatory evidence. An arbitrator will determine whether the discipline was imposed with just cause, and whether the discipline was excessive.

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

**I hereby elect the grievance arbitration procedure and waive my rights to a hearing before the Village of Palos Park Board of Fire and Police Commissioners. This document will be considered my grievance.**

Agreed: \_\_\_\_\_ Date: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_

**B. Board of Fire and Police Commissioners**

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

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

**I hereby elect a hearing before the Village of Palos Park Board of Police and Fire Commissioners and waive my rights to the grievance arbitration procedure. I hereby acknowledge that charges will be filed with the Board of Fire and Police Commissioners requesting my discipline. This document will be considered my request for a hearing concerning this discipline.**

**Agreed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Witness:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Received by the Chief of Police's Office:** \_\_\_\_\_

## ARTICLE E.

### INVOLUNTARY TESTING AND INTERVIEWS FOLLOWING OFFICER INVOLVED SHOOTING.

- A. 50 ILCS 727/1-25 mandates the Employer enact a policy requiring all officers involved in an “officer involved shooting” (“OIS”) to be subject to drug and alcohol testing prior to the end of his or her shift. 50 ILCS 727/1-25 defines an “officer involved shooting” as any instance when a law enforcement officer discharges his or her firearm, causing injury or death to a person or persons, during the performance of his or her official duties or in the line of duty.
- B. This Article does not diminish any rights provided by an Employee or the Union in applicable portions of the Collective Bargaining Agreement (“CBA”), Illinois law (including but not limited to the Uniform Peace Officer Disciplinary Act), Federal law, and the constitutions of the United States and State of Illinois, or replace or supersede the Department’s existing Officer Involved Shooting Policy
- C. For the purposes of clarity, the parties agree that a person “involved in” an officer involved shooting is defined to mean any officer who discharged a firearm 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. 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.
- D. The collection of information, evidence, and data pursuant to this Article is intended to be used exclusively for administrative purposes. Unless ordered by lawful order of a court or administrative tribunal of competent jurisdiction, or required pursuant to the Freedom of Information Act (5 ILCS 140/1 *et. seq.*), or a subpoena or written agreement of the parties, Employer will not voluntarily share any physical evidence (or results of any testing) gathered from Employees pursuant to this Article with an outside entity.
- E. As soon as practicable, following an OIS, the Employee involved in the OIS will be ordered to go to a hospital for examination, care, and treatment. When prudent and reasonable, the Employee will be sent to a different hospital than any offender(s).
- F. No officer involved in an OIS shall be subject to a formal interrogation under the Uniform Peace Officer’s Disciplinary Act, until at least forty-eight (48) hours following the date/time of the OIS.
- G. Following an OIS, the Employee involved in an OIS shall be ordered to provide a urine sample, and absent a warrant or court order, the Employer will not compel an Employee involved in an OIS to provide blood, fluid (other than urine), skin, hair, feces, cheek swab, or any other sort of genetic or biological sample. 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.

- H. All urine testing 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). All testing shall be of the employee's urine and will conform to U.S. Department of Transportation standards for specimen collection and analysis.
- I. All chemical testing must account for legal prescription use and use of other legal substances.
- J. The proper use of prescription and other legal substances is not cause for discipline.

**Side Letter Regarding Shift Differential**

It is understood between the parties that the Employer may implement a “Shift G,” with a starting time earlier than 6:00pm. In this event, the Shift Differential incentive described within Section 14.6 will not apply to this shift.

Agreed: \_\_\_\_\_

\_\_\_\_\_  
Village of Palos Park

\_\_\_\_\_  
Palos Park Police Department  
MAP Chapter 150 President