

RESOLUTION NO. 5-24

**A RESOLUTION TO APPROVE A COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE VILLAGE OF MOUNT PROSPECT, ILLINOIS AND THE METROPOLITAN ALLIANCE OF POLICE
MOUNT PROSPECT SERGEANTS CHAPTER #85
(TERM OF JANUARY 1, 2023 THROUGH DECEMBER 31, 2025)**

WHEREAS, the duly authorized representatives of the Village of Mount Prospect in good faith have negotiated a collective bargaining agreement ("Agreement") with the Metropolitan Alliance of Police Mount Prospect Sergeants Chapter #85, ("Union") concerning wages, hours, insurance, terms, and other conditions of employment for the term January 1, 2023 through December 31, 2025; and

WHEREAS, the agreement has been lawfully and properly ratified by the membership of the "Union"; and

WHEREAS, the corporate authorities of the Village of Mount Prospect determined that it was in the best interests of the Village of Mount Prospect to authorize the "Agreement" between the Village of Mount Prospect and "Union" and made part of this resolution as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF MOUNT PROSPECT, COOK COUNTY, ILLINOIS:

SECTION ONE: That the Mayor and Board of Trustees of the Village of Mount Prospect, Cook County, Illinois, have reviewed and approved the "Agreement" between the Village of Mount Prospect and "Union" attached as Exhibit "A" and made part of this Resolution.

SECTION TWO: The Village Clerk shall transmit a certified copy of this Resolution to the President of the "Union".

SECTION THREE: That this Resolution shall be in full force and effect from and after its passage and approval in the manner provided by the law.

AYES: Dante, Filippone, Gens, Grossi, Matuszak, Saccotelli

NAYS: None

ABSENT: None

PASSED and APPROVED this 9th day of January 2024.


Paul Wm. Hoefert, Mayor

ATTEST:


Karen M. Agoranos, Village Clerk

NEGOTIATED AGREEMENT BETWEEN THE
METROPOLITAN ALLIANCE OF POLICE
MOUNT PROSPECT SERGEANTS CHAPTER #85

AND

THE VILLAGE OF MOUNT PROSPECT

January 1, 2023
through
December 31, 2025

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**NEGOTIATED AGREEMENT
BETWEEN THE VILLAGE OF MOUNT PROSPECT
AND
THE METROPOLITAN ALLIANCE OF POLICE
MOUNT PROSPECT POLICE SERGEANTS CHAPTER #85**

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 Sergeants Chapter #85, 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 "Sergeants" or "employees", or when the context requires a singular noun, as "Sergeant" 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 all full time sworn police officers in the rank of sergeant employed by the Village of Mount Prospect. Excluded are all supervisory, managerial and confidential employees as defined by the Illinois Public Labor Relations Act; all sworn police officers above and below the rank of sergeant; all employees excluded from the definition of "peace officer" in Section 3(k) of the Illinois Public Labor Relations Act; and all other employees of the Village of Mount Prospect.

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. Chapter Sergeants:

For purposes of this Agreement, the term "Chapter Officers" shall refer to the Chapter's duly elected: 1) President/Secretary and 2) Vice-President/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, revise and administer 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 Agreement unless it is in writing and included in this Agreement.

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 Sergeants shall receive notice in writing of the layoff at least fifteen (15) calendar days in advance of the effective date of such layoffs. Any sergeants laid off pursuant to this section shall be placed into a patrol officer status by reverse length of service seniority. If the reassignment causes a surplus of authorized positions in the patrol rank, then a patrol officer may be laid off in reverse length of service seniority to make space for the laid off sergeant.

ARTICLE IV.
NO STRIKE CLAUSE

Section 4.1. No Strike Clause:

Neither the Chapter nor any Sergeant, 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 Sergeant 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 Sergeant 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 Sergeant 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 Sergeants 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 supervisory incentive pay. Said compensation shall be effective January 1, 2023, and any and all retroactive pay shall be distributed to the Sergeants in a lump sum on or before thirty (30) days after the date of execution of this Agreement by authorized representatives of both Parties. The retroactive pay lump sum is less any deductions (i.e. health insurance) applicable per the collective bargaining agreement or allowed by law.

Section 5.2. Duty Shifts and Patrol Work Schedule:

A patrol Sergeant's standard duty schedule is four (4) ten (10) hour days followed by three (3) days off. Each Sergeant shall take a paid forty-five (45) minute break each duty shift whether or not the period is used for food consumption. A Sergeant who completes a full shift will be credited with ten (10) hours of "time worked" for purposes of calculating overtime as required under the Fair Labor Standards Act. If a Sergeant works a double shift, said Sergeant will be compensated an additional full eight (8) hours if he/she works the entire second shift. A Sergeant called in to work a short shift will be compensated for a full ten (10) hours if the entire shift is worked.

The Sergeants shifts shall be defined as follows: A-Shift is 2200 hours to 0800 hours; B-Shift is 0600 to 1600 hours; and C-Shift is 1400 hours to 0000 hours.

For purposes of calculating the accrual and use of paid time off, the parties agree each day shall consist of ten (10) 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).

Patrol Sergeants shall have weekends off every other twenty-eight (28) day work cycle which will consist of days off being Sat/Sun/Mon or Fri/Sat/Sun. The parties agree that the provisions of this paragraph may be avoided only to accomplish the reasonable operational needs of the Department.

The following shall be the procedure followed for the annual assignment of Patrol Sergeants to Patrol shifts:

1. Shift assignments shall be based on seniority. However, management has the right to place a newly promoted Sergeant on a shift of management's choice to address training needs. Management may move a Sergeant at any time to a different shift to address performance or training concerns. The placement of a

new Sergeant or reassignment of a current Sergeant to a new shift to address performance/training issues supersedes seniority shift picks. Sergeant being moved would be in order of shift picks.

2. A Sergeant cannot get their last pick more than two (2) years in a row. This provision supersedes straight seniority.
3. Sergeants' regular day offs (RDOs) or shift assignments maybe changed to address on duty injury (ODI) incidents, Family Medical Leave Act (FMLA) events, or extended training assignments that cause prolonged staffing shortages. In the case of ODI or FMLA events, Sergeants whose schedules would be affected will be provided with a minimum seven (7) day notice prior to the schedule change. In the case of extended training assignments, Sergeants whose schedules would be affected will be provided with notice as soon as feasible. These schedule changes must be in alignment and adhere to current standards of having weekends off every other 28 days period.

Section 5.3. Call Back:

Any Sergeant covered by this Agreement who is called back to work on an assignment which does not continuously follow a Sergeant's regularly scheduled working hours shall be compensated a minimum of two (2) hours for each call back from the time when the Sergeant 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) times the employee's regular hourly rate of pay, and shall be paid a minimum of two (2) hours of compensation. There shall be no pyramiding in calculating premium pay.

Section 5.4. Overtime:

Consistent with Section 5.2 above, each Sergeant covered by this Agreement shall be compensated for all hours worked in excess of the Sergeant'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 Sergeant 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 "SHORT SHIFTS" (defined as a duty shift which is below minimum manpower standards or holdover for department need and requires the continuation of three (3) hours or more of an on-duty Police Sergeant covered by this Agreement) are not filled on a voluntary basis and it becomes necessary to order an on-duty Sergeant to work, the on-duty Sergeant shall be chosen by reverse seniority in rank and shall be ordered to work a full eight (8) hour shift. If

it becomes necessary to order an off-duty Sergeant to work, the off-duty Sergeant shall be chosen by reverse seniority in rank and shall be ordered to work a full ten (10) hour shift. No Sergeant shall be ordered to work more than one (1) shift holdover within three (3) consecutive calendar days (e.g. if you work a holdover on Monday, you will not be forced to work another holdover shift until Thursday) unless the Sergeant agrees to do so. It is also agreed that the Police Chief or their designee may deviate from these standards when they believe unusual circumstances exist or particularly qualified Sergeants 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 during the key recognized holiday periods of Fourth of July, Thanksgiving, Christmas, and New Years Day will not be granted unless sufficient supervisory staffing is available to cover these periods on a regular duty basis where no overtime costs are incurred.

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. A Sergeant 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 Sergeant 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) hour minimum will be paid.

Sergeants 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 Sergeants attending court will receive the three (3) hour minimum court time benefit unless they are required to return to responsibilities connected to their duty shift responsibilities, afternoon shift Sergeants attending court will receive the three (3) hour minimum court time benefit.

Sergeants 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 Sergeant.

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 or Award. Any change in payment amount will be applied at the time of the actual work performed and not eligible for any retroactive pay calculations. 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 Bank 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.

Safe Driving Incentive: Any Sergeant who is not involved in an on-duty, chargeable squad crash for a calendar year (defined as January 1 – December 31) shall have eight (8) hours of time due added to their Time Due Bank by the end of January the following calendar year.

The Department will allow a maximum of fifty (50) hours to be carried over to the next calendar year without loss. Sergeants in excess of fifty (50) hours on the Time Due Bank as of November 15 each year will receive cash payment for all hours in excess of the fifty (50) hour maximum, said payment shall be included in the Sergeant's last payroll in December. Commanders will take the steps necessary to ensure adequate manpower for their shift prior to approving time due.

Section 5.10. Exchanging Shift Assignments:

Sergeants requesting to switch days off or switch duty tours with other Sergeants must submit written requests to the shift commander at least forty eight (48) hours in advance of the first scheduled change, absent emergency conditions. Sergeants must submit such a request through the scheduling system then in effect/used by the Department (or written request if the schedule system is down for

some reason). Emergency switches must carry the authorization of the Police Chief or Deputy Chief or their designee. Sergeants may elect up to six (6) duty trade/switches during a calendar year that result in a double shift without any repayment obligation of the two (2) hour shift overlap. The requests shall not be honored if granting such a request would adversely affect police department operations.

Section 5.11. Meetings:

Any Sergeant 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 Sergeant's hourly rate of pay. Any Sergeant covered by this Agreement required to be at a mandatory meeting on their day off shall be compensated for a minimum of two (2) hours at time and 1/2 the Sergeant's hourly rate of pay or five (5) hours straight time due. Said compensation payment or time to be at the Sergeant's discretion.

Section 5.12. Work Breaks:

The Break period is considered on-duty time and personnel are considered to be available for any assignment during any break period.

Section 5.13. Shift Schedule:

Patrol Sergeants will be assigned to shifts annually based on a 4/10 schedule. Assignment to said shifts shall be governed by Section 5.2 herein.

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

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 ten (10) hours.

Vacation shall be taken during the calendar year January 1st through December 31st. A maximum of two (2) years accrual shall be allowed to carry over from one calendar year to the next.

The Police Chief in determining the annual vacation schedule will take into consideration the desires of the individual employee, and 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 Police Chief.

Employees shall be entitled to split their allowable vacation into a maximum of five (5) units (a unit being a minimum of two (2) vacation days or more). Sergeants may use vacation time in addition to their five (5) splits with such time to be governed under the rules of personal time use. More than one (1) sergeant may be on vacation simultaneously on a shift as long as a sufficient number of supervisors (Commanders/Sergeants) are working to meet minimum supervisory requirements.

Section 7.2. Vacation Schedule:

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

Section 7.3. Vacation Cash-in Payment:

Sergeants who are eligible and request vacation cash-in payment, such payment shall be included in the Sergeant'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, they shall receive one times their base rate for their regular duty shift and one and one-half (1 1/2) times their base rate for their regular duty shift. Any employee working in excess their 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 ten (10) hours worked on a holiday. Effective January 1, 2024, any Sergeant working in excess of their regular duty shift on any of the above listed holidays, shall receive double time for any overtime hours worked. Any Sergeant who is scheduled to be off on a holiday but is called into work will receive double time for any overtime hours worked. The practice of premium pay sunsets December 31, 2023.

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 at their regular hourly rate 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 their supervisor. Sergeants may request personal time off up to eight (8) hours before shift if minimum manpower standards are met for the shift requesting off. Requests are subject to the approval of the shift 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. Any hours above the maximum, shall be paid out in accordance with Section 14.6.

Sergeants shall be allowed to schedule up to four (4) personal days per year to be utilized as vacation days (can require a hire back to cover selected shift).

Section 8.3. Personal Time Cash-in Payment:

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

ARTICLE IX. **LEAVE OF ABSENCE**

Section 9.1. Absence from Work:

All absences from work due to illness must be reported to the Supervisor in charge at least two (2) hours 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 pursuant to the Illinois Sick Leave Act which includes time off due to an illness, injury or medical appointment that cannot be scheduled outside employee's scheduled working hours. The Sergeant also may utilize up to sick (6) leave days (forty-eight (48) hours maximum) per calendar year for absence due to an illness, injury or medical appointment of an employee's covered "family member" and/or for the personal care of a family member. As used in this Section 9.2 only, the phrase "family member" is defined as the employee's spouse, child, domestic partner, stepchild, mother, father, sibling, mother-in-law, father-in-law, grandparent, grandchild or stepparent. The parties further agree that upon request of the Police Chief or their designee the employee must provide medical documentation to confirm the sick leave time was used for a reason covered by the Illinois Sick Leave Act.

These sick leave hours shall be earned and reflected in the employee's sick leave accrual bank at the rate of 3.6924 hours per pay period (i.e. 26 pay periods per calendar year).

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 their 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. If an employee elects to receive monetary compensation for sick hours above 480, the payment will be included in the employee's regular paycheck.

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) of the regulations promulgated pursuant to the FMLA.

Section 9.3. Bereavement 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. As used in this Section 9.3 only, the phrase "immediate family" shall mean the employee's: father, mother, foster-father, foster-mother, step-father, step-mother, step-children, brother, sister, step-brother, step-sister, spouse, domestic partner, children, niece, nephew, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, or 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, the Illinois Service Member Employment and Reemployment Rights Act pursuant to Illinois Compiled Statutes 330 ILCS 61.

Section 9.5. Jury Duty:

Police Sergeants are granted regular compensation for their regularly scheduled 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 Sergeants for attendance at approved professional conferences and training seminars, providing such funds are available within the Department budget.

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

State-wide conventions, seminars, workshops and conferences may be attended by Sergeants if approved by the Police Chief or designee.

Attendees may include Sergeants who can be shown to have an interest in the gathering which directly relates to their area of work with specific approval of the Police Chief of designee.

Any Sergeant attending any conference, 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) calendar days 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 his/her assigned Unit Commander within seven (7) days of its occurrence. The Unit 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 Unit Commander 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 Police Chief within ten (10) days following the receipt of the Unit Commander's answer in Step One. The Police Chief shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting with the employee, his/her immediate Unit Commander, and Chapter Representative within ten (10) days after receipt of the grievance from the Chapter. The Police Chief 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 Police Chief 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 their 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 at their own expense.

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. They 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 their decision on any issue not so submitted to them. 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, they 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 grievance procedure.

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, except as expressly agreed to by authorized representatives of both the Chapter and the Village.

Section 11.5. Notice of Chapter Representation:

The Chapter shall certify to the Village the names of those Sergeants who are designated as unit representatives. The Chapter also must update the Village of changes within two (2) days of the effective date of the change. These Sergeants 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:

- Verbal Warning;
- Letter of Direction;
- Written Reprimand;
- Suspension; or
- Termination.

The Village may skip one or more steps in the progressive and corrective discipline process when justified based on the circumstances involved and severity of the offense.

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.

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. Removal of Discipline from Personnel File:

Any written reprimand shall be removed from the employee's personnel 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 removed without the employee receiving any additional written reprimands or disciplines. The parties agree that the removal of reprimand shall be on the written notice of the affected employee. Notwithstanding 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 "Illinois Access to Personnel Records Act," contained in Illinois Compiled Statutes, 820 ILCS 40/1.

ARTICLE XIII.
INVESTIGATIONS CONCERNING SERGEANTS

Section 13.1. Right to Investigate:

The Village agrees to abide by the Illinois Uniform Peace Officers' Disciplinary Act, 50 ILCS 725 when applicable.

Section 13.2. Right to Representation:

Any Sergeant interviewed regarding any matter which may result in discipline against the Sergeant 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, 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 Sergeants and their eligible dependents. 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 benefit plan summary that describes 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, 2023:		Monthly Premiums <i>The monthly premiums for 2023 will not exceed rates below.</i>			
	Coverage Type/Co-Pay Type	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	\$220.26	\$226.90	\$195.51
	Family	\$388.96	\$333.40	\$341.89	\$309.33
	Family Discount (30%)*	\$272.27	\$233.38	\$239.32	\$216.53
<i>*Discount rate available for eligible employees who satisfy the conditions of participating in the wellness program. See Wellness Participation Rewards section below.</i>					

Effective January 1, 2024:

Monthly Premium <i>The monthly premiums for 2024 will not exceed rates below.</i>				
Coverage Type/Co-Pay Type	PPO Plan 1	HMO Plan 1	PPO Plan 2	HMO Plan 2
Single	\$185.97	\$160.25	\$163.47	\$140.87
Single Discount (10%)*	\$167.37	\$144.23	\$147.13	\$126.78
Single +1	\$335.48	\$289.09	\$297.80	\$256.61
Single +1 Discount (20%)*	\$268.38	\$231.27	\$238.24	\$205.29
Family	\$408.41	\$350.07	\$358.98	\$324.80
Family Discount (30%)*	\$285.89	\$245.05	\$251.29	\$227.36

**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, 2025:

Monthly Premiums <i>The monthly premiums for 2025 will not exceed rates below.</i>				
Coverage Type/Co-Pay Type	PPO Plan 1	HMO Plan 1	PPO Plan 2	HMO Plan 2
Single	\$195.26	\$168.26	\$171.65	\$147.91
Single Discount (10%)*	\$175.74	\$151.44	\$154.48	\$133.12
Single +1	\$352.25	\$303.54	\$312.69	\$269.44
Single +1 Discount (20%)*	\$281.80	\$242.83	\$250.15	\$215.55
Family	\$428.83	\$367.57	\$376.93	\$341.04
Family Discount (30%)*	\$300.18	\$257.30	\$263.85	\$238.73

**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 the 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. Spouses covered as dependents under the plan must also participate in the biometric testing and meet the criteria established below in order to qualify for the single plus one or 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. 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:

Coverage	Single	Single +1	Family
Percentage Discount	10%	20%	30%

Section 14.2. Life Insurance:

The Village shall supply each eligible Sergeant covered by this Agreement with term life insurance with a face amount equal to one times base salary rounded to the next higher multiple of \$1,000 if not already a multiple of \$1,000 or fifty thousand dollars (\$50,000) whichever is higher. 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 additional life insurance above the amount provided by the Village provided the additional insurance coverage is at the employee's cost and remaining plan terms.

Section 14.3. Continuation of Benefit:

As required under the Illinois Public Safety Employee Benefits Act (820 ILCS 320/1 et seq.) ("PSEBA"), when an application for PSEBA is received and approved because an Officer suffered a catastrophic injury or is killed in the line of duty, the Village will pay the full premium for the continuance of health insurance for the Officer, their spouse, and/or dependent children to the extent required under PSEBA.

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 of 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 their health insurance, they are eligible only for the then current benefits provided to bargaining unit employees, and that the 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 percent (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.

At retirement, accumulated Vacation Time and Personal Time to be paid out shall be deposited into the employee's RHS account at 100% value.

Section 14.6. Retiree Health Savings Plan – Annual Contribution:

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 forty-eight (48) hours of accumulated sick leave available for contribution into the RHS account the contribution will not be made for the calendar year.

Sick time hours accumulated above the maximum of 768 are converted at a rate of 50% cash equivalent per the Village's Sick Sellback Policy into the RHS account.

Personal and vacation hours accumulated above the maximum carryover amount referenced in Sections 7.1 and 8.2 are converted at a rate of 100% cash equivalent per the Village's payout process into the RHS account. If the employee does not have an amount in excess of the maximum carryover amount, the contribution will not be made for the calendar year for the employee.

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 ten (10) 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, a Sergeant may participate in two (2) bi-annual voluntary physical fitness tests per calendar year, and if otherwise would be off duty, the Sergeant shall be compensated at a minimum of two (2) hours at their straight time pay rate, or for the actual hours in attendance as a participant, whichever is greater. The maximum payout of straight time due awarded in any calendar year will be ten (10) hours added to the employee's time due bank.

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.

Prohibitions. 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 their 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 Police Chief (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 when necessary 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 or persons, during the performance of their official duties or in the line of duty.

The Union and Chapter 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 state or federal laws that apply.

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 discharged 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/PEDA:

Any employee injured on the job shall continue to receive their regular salary for up to one (1) year pursuant to the Illinois Public Employee Disability Act, 5 ILCS 345/1 (“PEDA”) without charge to their 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 as required by law.

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:

\$850 shall be provided to the employee on their first regular payroll check in June of each 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 employee shall be required to stand inspection and perform their job in the uniform prescribed with the equipment specified. Plainclothes Sergeants 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.

Firearms, body camera mounts and duty belts shall be treated specially. If the Village specifies a new firearm or style of duty belt 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 firearm, body camera mount or duty belt shall buy the prescribed items.

Section 17.2. Protective Vests:

The Employer agrees that it will replace protective vests for participating Sergeants 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 Sergeant covered by this Agreement, then that Sergeant agrees that they shall wear that protective vest as part of their everyday uniform unless the affected Sergeant receives a written exception from the Police Chief or their 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.

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 Period:

Officers promoted to sergeant shall serve a probationary period of one (1) year from the date of the promotion to sergeant.

Section 19.3. Maintenance of Seniority List:

A current and up-to-date seniority list showing the names and length of service, with the department and time in rank, of each Police Sergeant 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 available to the Board of Fire and Police Commissioners as required by law.

ARTICLE XXI.
MATERNITY/PATERNITY/REASONABLE ACCOMMODATION

Section 21.1. Maternity/Paternity/Reasonable Accommodation:

Whenever a female Sergeant has a medical or common condition related to pregnancy or childbirth and is in need of a reasonable accommodation to safely perform her essential job functions, the employee will notify her immediate Supervisor to schedule a time to review the various options available at the time. The Department shall provide reasonable accommodations to any employee who has a medical or common condition related to pregnancy or childbirth. These issues will be addressed on a case-by-case basis to ensure there is no undue hardship to the Department's business operations. The Village will not require an employee to take leave if another reasonable accommodation can be provided or if the employee chooses not to accept the accommodation offered by the Village.

The determination as to when a pregnant Sergeant should commence maternity leave prior to delivery will be made on a case-by-case basis, based on medical necessity and in accordance with Illinois and federal laws. There is nothing in this Section 21.1 that requires an employer to create additional employment that the employee would not otherwise have created.

Eligible employees may apply for time off pursuant to the Village's Family and Medical Leave Act policy ("FMLA") and/or another medical leave policy that is applicable to employees who have a medical condition that is unrelated to pregnancy or childbirth. While on otherwise unpaid FMLA or medical leave for this purpose, the Sergeant will use all accumulated sick time, time due, and personal vacation time (may reserve up to two (2) weeks of vacation). Thereafter, an employee may apply for disability benefits under pension rules and/or other elected disability benefits for which they are eligible.

ARTICLE XXII.
FAMILY MEDICAL LEAVE (FMLA)

Section 22.1. Family Medical Leave (FMLA):

The Parties agrees that the Village will comply with the terms of the Family and Medical Leave Act for eligible employees as set forth in the Village's applicable FMLA policy contained in the Employee Handbook applicable to other employees of the Village.

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, authorized government agency or court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically referenced in the Board, court or government agency's decision. Upon issuance of such a decision from an authorized Board, court or government agency, the Village and the Chapter agree to notify one another and to promptly begin good faith negotiations on a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXIII.
ENTIRE AGREEMENT

Section 23.1. 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.

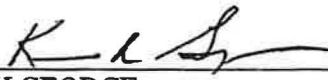
ARTICLE XXV.
TERMINATION

Section 24.1. 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, 2025**. 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 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 16 day of January, 2024

METROPOLITAN ALLIANCE OF
POLICE, MOUNT PROSPECT CHAPTER 85



KEITH GEORGE
President, Metropolitan
Alliance of Police



CHRISTOPHER RONDEAU
President Mount Prospect
MAP, Chapter #85

VILLAGE OF MOUNT PROSPECT



PAUL WM. HOEFERT
Mayor
Village of Mount Prospect



KAREN AGORANOS
Village Clerk
Village of Mount Prospect

APPENDIX A

Sergeant Wage Schedule:

Sergeant Wage Schedule 2023 -2025		1-Jan 2023	1-Jan 2024	1-Jan 2025
Top Patrol Officer Base Pay		\$112,737	\$117,247	\$122,523
Sergeant Salary Calculation		\$112,737	\$117,247	\$122,523
	X	20%	20%	20%
Sergeant Base Pay		\$135,285	\$140,696	\$147,028

Sergeant salaries will be twenty (20) percent above top patrolman salaries.

Retroactive pay from January 1, 2023 to the date this agreement is ratified by authorized representatives of both parties shall be paid to members employed by the Village on the date this Agreement is ratified and to members who retired between January 1, 2023 and the date of ratification. Payment will be made 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. This includes Sergeants who have elected to retire during periods of negotiation after the current contract has expired. The retroactive pay lump sum is less any deductions (i.e. health insurance) applicable per the collective bargaining agreement.

Longevity Pay:

<u>Completed Years of Service</u>	<u>Annual Longevity Pay</u>
5 years – 9 years	\$600
10 years – 14 years	\$700
15 years – 19 years	\$800
20 years - 24 years	\$900
25 years and beyond	\$1,200

Employees shall receive longevity payments annually if their anniversary date 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.

Supervisor Incentive Pay:

\$5,000 annually.

All bargaining unit employees shall be entitled to Supervisor Incentive pay immediately upon promotion to the rank of Sergeant.

Midnight Supervisor Shift Differential Pay:

\$3,900 annually eligible for the Sergeant whose annual shift assignment is the Midnight Shift.

APPENDIX B

Protective Vest Replacement Schedule

Full Name	DOH	LAST VEST	NEXT VEST
Angarola, Michael	10/8/2008	2019	2024
Berg, Christopher	12/18/2000	2020	2025
Draffone, Erik	3/21/2016	2021	2026
Filipek, Scott	10/16/2006	2022	2027
Juhl, Jonathan	7/5/2000	2021	2026
Kidd, Daniel	3/22/2004	2022	2027
LaBarbera, Richard	3/28/2007	2022	2027
Mavraganis, Nicholas	6/18/2012	2022	2027
Rondeau, Christopher	5/1/2002	2022	2027
Ryan, William	10/20/2008	2019	2024
Taylor, Jeffrey	9/5/2006	2021	2026
Teevan, Alison	2/12/2007	2022	2027

APPENDIX C

Maximum Out of Pocket Rates 2023 - 2025

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.

**Mount Prospect Contractual Memorandum of Understanding
Between
Metropolitan Alliance of Police Mount Prospect Sergeants Chapter #85 and The
Village of Mount Prospect**

This memorandum of understanding is hereby made and entered into by and between the Metropolitan Alliance of Police Mount Prospect Sergeants Chapter #85 (hereinafter the Union), and the Village of Mount Prospect (hereinafter the Employer).

The purpose of the Memorandum is to provide/explain the two (2) percent One-Time Employee Retention Incentive.

**IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE
PARTIES THAT:**

- The two (2) percent One-Time Employee Retention Incentive is non-precedent.
- The two (2) percent is based on the employee's October 1, 2022, base salary.
- To receive the incentive, the employee must be hired on or before October 1, 2022, AND be actively employed at the time of payout.
- Payout will be within thirty (30) days of the Village Board's approval of the Collective Bargaining Agreement between Metropolitan Alliance of Police Mount Prospect Sergeants Chapter #85 and The Village of Mount Prospect, January 1, 2023, through January 31, 2025.

This Memorandum of Understanding will take effect upon the signature of the Union and the Employer and shall be added to the January 1, 2023, through January 31, 2025, Collective Bargaining Agreement between the Union and the Employer as a fully enforceable and grievable provision of the Collective Bargaining Agreement.

Christopher Rondeau President Chapter #85

Date: _____

Michael Eterno, Police Chief

Date: _____