

NEGOTIATED AGREEMENT BETWEEN THE

**METROPOLITAN ALLIANCE OF POLICE
EAST DUNDEE POLICE CHAPTER # 453**

AND

THE VILLAGE OF EAST DUNDEE

May 1, 2021 through April 30, 2025

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**NEGOTIATED AGREEMENT
BETWEEN THE VILLAGE OF EAST DUNDEE
AND
THE METROPOLITAN ALLIANCE OF POLICE, EAST DUNDEE
CHAPTER # 453**

PREAMBLE

This Agreement entered into by the Village of East Dundee, Kane County, Illinois, hereinafter referred to as "the Employer," and the Metropolitan Alliance of Police East Dundee Police Chapter # 453, hereinafter referred to as "the Chapter," is intended to promote harmonious and mutually beneficial relations between the Employer and the Chapter, and is set forth herein the basic and full agreement between the parties concerning rates of pay, wages and other conditions of employment for all sworn patrol officers and Sergeants employed by the Village of East Dundee, as defined herein below and hereinafter referred to as "Officers" or "employees", or when the context requires a singular noun, as "Officer" or "employee".

**ARTICLE I
RECOGNITION**

Section 1.1 Recognition

Pursuant to certification issued by the Illinois Labor Relations Board under Case No.S-RC-05-069, the Employer recognizes the Chapter as the exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for all sworn patrol officers and Sergeants employed by the Village of East Dundee, as described above, excluding all other persons employed by the Village of East Dundee. None of the provisions of this Agreement shall be construed to require either the Employer or the Chapter to violate any Federal or State Laws. The Chapter recognizes the Village's right to employ and utilize auxiliary or part-time police officers to the extent allowed by law. In the event any provisions hereof or hereinafter stated shall conflict with any such law, such provision shall be modified to the extent necessary to conform to said laws.

Section 1.2 Probationary Period

As established by the Village's Board of Fire and Police Commissioners, the probationary period for Officers is twelve (12) months in duration from the date of graduation from the Academy, or if no Academy training is required, twelve (12) months from the date of employment. Nothing herein shall be construed to modify the Commission's authority to set or modify probationary periods. During the probationary period, an officer is subject to discipline, including discharge, without cause and with no recourse to the grievance procedure or any other forum. It is further agreed that probationary officers shall be entitled to all other rights, privileges, and benefits conferred by this agreement except as previously stated, or as otherwise provided in this Agreement.

Section 1.3 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 1.4 Gender

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

Section 1.5 Chapter Officers

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

ARTICLE II **MANAGEMENT RIGHTS**

Section 2.1 Management Rights

Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, including but not limited to the right to make and implement decisions with respect to the following matters without having to negotiate over such decisions or the effects of such decisions: to establish, plan, direct, control and determine the budget and all the operations, services, policies and missions of the Village; to supervise and direct the working forces; to establish the qualifications for employment and job positions and to employ employees; to determine examination criteria and techniques and to conduct examinations; to schedule and assign work, to assign, transfer and reassign employees; to establish specialty positions and select personnel to fill them; to establish work, performance and productivity standards and, from time to time, to change those standards; to assign overtime; to purchase or contract out for goods and services; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to evaluate, promote or demote employees; to establish reasonable physical and mental standards for employees; to determine whether work and/or services are to be provided by employees covered by this Agreement (including which employees) or by other employees or persons not covered by this Agreement; to discipline, suspend and discharge non-probationary employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities or introduce new ones; to determine policies affecting the training of employees, to determine training needs and assign employees to training; to determine work hours (shift hours), to establish, change, add to or reduce the number of hours, shifts, tours of duty and schedules to be worked; to adopt, change or modify work rules; to determine internal investigation procedures; to do all things expressly granted and reserved exclusively to the Village under Illinois Compiled Statutes 5 ILCS 315/4 or as modified; to take and all actions as may be necessary to carry out the mission of the Village and the Police Department in the event of civil emergency as may be declared by the Village President, Police Chief, or their authorized designees, which may include, but not be limited to, riots, civil disorders, tornado conditions, floods or other catastrophes. In the event of such emergency action, the provisions of this Agreement, other than compensations provisions, may be

suspended, if necessary, provided that all provisions of the Agreement shall be immediately reinstated once the local disaster or emergency condition ceases to exist; and to carry out the mission of the Village.

ARTICLE III **LAYOFF**

Section 3.1 Layoff and Recall

The parties agree that layoff and recall of members of the bargaining unit will be determined in accordance with the Illinois Municipal Code 65 ILCS 5/10-2.1-18

ARTICLE IV **NO STRIKE CLAUSE**

Section 4.1 No Strike Clause

Neither the Chapter nor any officers, agents or employees will instigate, promote, sponsor, engage in or condone any strike, sympathy strike, secondary boycott, slowdown, speed-up, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal or unapproved enforcement procedures or policies or work to the rule situation, mass resignations, mass absenteeism, picketing of any Village building, facility or work site, or picketing which in any way results in the interruption or disruption of the operations of the Village, regardless of the reason for so doing. Each employee who holds the position of officer or steward of the Chapter occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Chapter agrees to inform its members of their obligations under this Agreement and to direct them to return to work. The failure to confer a penalty in any instance is not a waiver of such right in any other instance, nor is it a precedent.

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.

ARTICLE V **COMPENSATION, OVERTIME AND HOURS OF WORK**

Section 5.1 Compensation

Any and all Cost of Living Adjustments (COLA), shall occur on or about May 1, at the start of the Village's fiscal year.

Employees shall be compensated for any and all Step increases in accordance with Schedule A, attached hereto, on or about the Employee's anniversary date. Employees shall advance from one

Step to the next step provided that the Employee receives a satisfactory rating of "Meets Expectations" in his or her annual evaluation. Employees that are scheduled to advance to the final Step must receive a rating of "Exceeds Expectations" in order to advance to the final Step.

Should a covered employee be denied a Step increase due to an unsatisfactory evaluation, said officer shall receive the appropriate increase if and when the employee's performance improves to a satisfactory level. An employee who does not receive a satisfactory rating on their evaluation shall have the right to appeal the decision pursuant to the grievance process. If an employee does not receive a rating of "Exceeds Expectations" in order to advance to the final step, the employee will be informed of the steps that they will need in order to "Exceed Expectations", and the employee will be re-evaluated in six months to see if he met those steps. If the employee has met those steps, he will be advanced to the final step at that time.

New employees may be hired at a Step higher than Step 1 at the sole discretion of the Chief of Police and the Village. The Village has the ability to accelerate an employee's movement through the steps if warranted by exceptional performance.

Effective May 1, 2021, wage rates across-the-board shall increase by 3.0%. Effective May 1, 2022, wage rates across-the-board shall increase by 3.0%. Effective May 1, 2023, all wage rates across-the-board shall increase by 3.0%. Effective May 1, 2024, all wage rates across-the-board shall increase by 3.0%.

Retroactive payment of wages and step movement shall be calculated from May 1, 2021 to the date of payment of retroactivity.

Section 5.2 Shift Scheduling and Normal Work Hours

Effective with the ratification of this Agreement, employees will work an eighty-four (84) hour, two week pay period consisting of straight twelve (12) hour shifts. Notwithstanding the foregoing, a detective will work eight-and-one-half (8.5) hours Monday through Thursday and eight (8) hours on Friday.

Each year, between November 1 and November 15, members by seniority will submit their bids for the shift and platoon they would like to work. Sergeants will bid first followed by patrol officers. Once an officer's schedule has been set, it will not be adjusted solely to avoid paying overtime. The Chief of Police may in his discretion make shift and platoon assignments that differ from employee selections to ensure that specialist position needs are met on each shift and platoon and also to ensure that no shift or platoon is staffed entirely by officers with less than three (3) years of experience. In the event that the Chief determines that an officer's shift or platoon assignment is to be changed, the Chief shall move the least senior of the officers under consideration.

The Chief of Police may change the deployment schedule. In the event that such a change deviates from the current deployment schedule the Village will provide 30 days' notice to the bargaining unit members, who will have the ability, if applicable, to bid for positions on the newly created deployment schedule by seniority.

Section 5.3 Call Back

An employee called back to work after having left work, or while otherwise off-duty, shall be compensated for a minimum of three (3) hours pay, unless the time extends to his/her regular work shift, in which case the employee will be compensated only for the actual time worked outside his regular shift, or one (1) hour, whichever is greater. The employee will receive no compensation if the employee is called back to rectify his own error. If the employee is called back and works for more than three (3) hours, he/she shall be compensated for the actual time worked.

Section 5.4 Overtime

All covered employees are eligible for overtime compensation at the rate of time and one-half their regular rate of pay for hours worked outside of the employee's regularly scheduled work shift. For the purpose of calculating overtime, hours "worked" shall not include hours charged to suspension or other leaves without pay.

Section 5.5 Assignment of Overtime

When a shift vacancy occurs for a full-time patrol officer, the shift coverage, if determined by a supervisor to be needed, it shall be offered to full-time patrol officers on a seniority basis, and then to part-time personnel; unless no Sergeant is already scheduled for the same shift in which case the assignment will be offered to a Sergeant before it is offered to a part-time officer.

When a shift vacancy occurs for a Sergeant, and it is determined by the Lieutenant, Deputy Chief or Chief (to be designated by the Chief via email) that coverage of that shift is needed, the shift coverage shall be first offered to full-time Sergeants on a seniority basis; and then offered to full-time patrol officers on a seniority basis, and then to part-time personnel. Any employee who accepts an overtime shift is responsible for working that shift unless he or she finds a replacement that is approved by the supervisor. If no appropriate volunteers occur, then mandatory overtime assignments will be made necessary.

Section 5.6 Court Time

When an employee is required to spend off-duty time in court on behalf of the Village, the employee will receive a minimum pay guarantee of three (3) hours of pay at the employee's applicable rate; except that the three (3) hours of pay is not applicable when the employee performs court duty immediately before, during or immediately after the employee's regular shift.

Section 5.7 Work Breaks

All employees covered by this agreement will be entitled to a thirty (30) minute paid meal period and two fifteen (15) minute paid breaks each shift. Breaks may be taken at the discretion of the supervisor, for reasonable intervals, at reasonable times, and with such other units as the supervisor may deem reasonable. The supervisor shall ensure that adequate coverage exists at all times during break periods. The break period is considered on-duty time, and personnel are considered to be available for any assignment during any break period, including all routine calls within their beat.

Section 5.8 Shift Assignments

With the approval of the Chief of Police or his or her designee a patrol officer may exchange shifts with another full or part-time patrol officer, and a Sergeant may exchange shifts with another Sergeant. Any other shift exchange proposals will be considered on a case-by-case basis by the Chief of Police or his or her designee. Any shift that results in the award of overtime compensation must be expressly approved by the Chief of Police or his or her designee prior to the shift change.

Section 5.9 Meetings

Any Employee required to be at a departmental meeting during off hours shall be compensated for actual time attending said meeting with a minimum of two hours (2) of compensation, unless the time extends to his/her regular work shift, in which case the employee will be compensated only for the actual time worked outside his/her regular shift.

Section 5.10 Compensatory Time

All employees covered by the terms of this Agreement shall have as their option the right to choose compensatory time off at the appropriate overtime rate in lieu of payment. Compensatory time off may be accumulated to 84 hours. Compensatory time off shall be granted upon the employee's request at a time which is mutually agreed upon by the employee and the appropriate supervisor.

Employees carrying compensatory time may request a buy-out of any or all hours with two (2) weeks' notice to the employer. Upon acceptance of the employee's request for the buy-out of compensatory time, the requested hours shall be paid at the current hourly regular rate of pay for the employee and granted on a separate check on the next payroll period after the request is accepted by the employer. In lieu of taking the cash value of compensatory time or time off, an employee may direct the value of earned compensatory time be paid directly into the employee's 457 plan. The transfer of the cash value of compensatory time will be directed into the employee's 457 plan on the payroll following the employee's request.

Section 5.11 Specialty Pay

Specialist positions are not to be construed as rank, but rather are job assignments which involve additional duties and responsibilities over and above those for police employees generally and for which an employee receives compensation in addition to the salary attached to his rank. The below-listed compensation for specialist positions shall be allocated per pay period when an officer is assigned to the position:

Bi-Lingual in Spanish (as determined by the Chief of Police) \$500 Annual Stipend

Investigator 3%

Members who are certified to work as evidence technicians will be paid a \$50 monthly stipend.

Field training officers will be paid an additional hour of pay for each shift that they are training an employee. Both sergeants and patrol officers are eligible for this additional pay when training an

officer, as long as the assignment has been approved by the Chief and the individuals have received the appropriate training and/or certification.

Section 5.12 Longevity Pay

Employees shall receive a longevity bonus to be paid on the first payday in November each year in accordance with the following schedule:

Start of service, but less than 5 years	\$100
6 to 10 years of service	\$200
11 to 15 years of service	\$300
16 to 20 years of service	\$400
21 to 25 years of service	\$500
26 years of service and beyond	\$600

The longevity bonus is not compounded from year to year.

Section 5.13 Officer in Charge (OIC)

In the absence of a Sergeant or Lieutenant, the officer on that shift who ranks highest on the then current Sergeant promotional list will be designated to serve as an Officer in Charge (OIC). In the absence of an officer on the promotional list, the senior officer on that shift shall be designated to serve as OIC. The OIC shall be paid an hourly differential of three dollars (\$3.00) on an hour-for-hour basis for each hour worked as an OIC on shifts where such person works as an OIC for at least one (1) hour. No officer shall be permitted to serve as OIC unless he or she has completed OIC training through NMERT or a comparable training facility.

ARTICLE VI **UNION SECURITY AND DUES CHECK-OFF**

Section 6.1 Fair Share

Should *Janus v. AFSCME* be overturned, the Employer will immediately bargain over withholding fair share fees.

Section 6.2 Dues Deductions

Upon receipt of proper written authorization from a police officer, the Employer shall deduct each month's Chapter dues in the amount certified by the Treasurer of the Chapter from the pay of all officers covered by this Agreement who, in writing, authorize such deductions. Such money shall be submitted to the Metropolitan Alliance of Police within fifteen (15) days after the deductions have been made.

Section 6.3 Indemnification

The Metropolitan Alliance of Police shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and officers 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 checkoff authorization furnished under any of such provisions, provided that the Village does not initiate or prosecute such action.

Section 6.4 Dues Checkoff

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 officers 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 officer. Pay deductions shall commence beginning with the next two (2) payroll periods.

The aggregate totals of all dues (deducted) shall be remitted separately each month to the Union at its address as supplied to the Village Clerk of the Village of East Dundee.

Section 6.5 Bulletin Boards

The Village shall provide the Chapter with designated space on a bulletin board inside the police station, for posting of Chapter announcements, seniority roster, and other items of legitimate Chapter business that are non-inflammatory and non-political in nature. The Chief of Police or his designee may remove posted items which he reasonably believes to be inflammatory or political in nature.

Section 6.6 Labor-Management Meetings

The Chapter and the Employer agree that, in the interest of efficient management and harmonious employee relations, meetings will be held between no more than two (2) Chapter representatives and responsible representatives of the Employer. The Village in its sole discretion shall determine its representatives at such meetings. Such meetings will be held at least twice annually, and additional meetings will be held if mutually agreed between the Chapter and the Employer. Such meetings may be requested by either party at least seven (7) days in advance by delivering a written request to the other for a "labor-management meeting" and providing the agenda for such meeting. Such meetings, times and locations shall be limited to:

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

It is expressly understood and agreed that such meetings shall be exclusive of the grievance

procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management meetings," nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried out at such meetings.

Attendance at labor-management meetings shall be voluntary on the employee's part. Attendance shall not interfere with required duty time. If meeting is scheduled during duty time, attendance is permitted only upon prior approval of the Chief of Police.

ARTICLE VII **VACATION**

Section 7.1 Eligibility and Allowances

Vacations are provided for the recreation and relaxation of employees. All employees shall be eligible for paid vacation time after the completion of six months of continuous full-time employment.

Section 7.2 Vacation Scheduling

Vacation leaves (i.e. leaves in excess of four consecutive work days, or the number of work days between two sets of regular days off) in a given calendar year will be given priority approval on a seniority basis, when submitted for approval no later than November 15 of the calendar year preceding the one in which the vacation leave is desired. Only one such vacation leave request in a calendar year will be given seniority consideration, and it will be identified as 'first choice' selection. All other requests for leave time, unless in conjunction with this section, will be considered for approval on a first come/first served basis.

Section 7.3 Vacation Accrual

An Employee may be allowed to carry over 40 hours of earned vacation time. Any unused vacation in excess of 40 hours or any accrued vacation which is not used by the employee's next anniversary will be lost.

During the first (1st) through the fifth (5th) calendar years of service, employees accrue two weeks (80) hours of vacation pay. Employees are given five days of vacation after completion of the first sixth months of service until the end of the first year of service.

Beginning the sixth (6th) year of service through the completion of the fourteenth (14th) year of service, employees accrue three weeks (120 hours) of vacation per year.

Beginning the fifteenth (15th) year of service and thereafter, employees accrue four weeks of vacation (160 hours) of vacation pay per year.

After the fifteenth (15th) year of service and thereafter, employees accrue an additional day of vacation for each year of service, but not to exceed an additional forty (40) hours.

All employees shall accrue vacation at the same rate on a monthly basis.

Section 7.4 Accumulation

Vacation credit shall not be accumulated during any layoff period, nor shall vacation credit be accumulated during an unpaid leave of absence.

Section 7.5 Village Emergency

In case of an emergency, the Police Chief may cancel and reschedule any or all approved vacation leaves in advance of the vacation beginning, and/or recall any employee from vacation in progress.

The Village will reimburse an employee for reasonable unrefundable expenses incurred as a result of cancelled vacation.

Section 7.6 Vacation Payment at Separation

Upon resignation, death, termination or retirement, employees shall be paid for vacation accrued.

ARTICLE VIII **HOLIDAY AND PERSONAL TIME**

Section 8.1 Holidays

The following days are holidays with pay for all employees in the Police Department service:

New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day

Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day

In addition, covered employees shall receive thirty-six (36) hours of personal leave, to be used at the employee's discretion. Requests for use of the personal days shall not be unreasonably denied. Any unused personal leave hours may be paid at the end of the fiscal year into an employee's post-retirement healthcare account. Employee must elect designation of any days to be paid into the post-retirement healthcare account on or before April 30th of the fiscal year in which it is earned and accrued. Upon resignation, death, termination or retirement, employees shall be paid for unused personal days.

Section 8.2 Holiday Pay

Each bargaining unit employee, with the exception of investigators who instead receive the day off with pay, shall receive a 4.5% holiday pay disbursement to compensate such employees for holidays worked. The disbursement shall be paid on a separate check during the last pay period of November. Employees may have the holiday check deposited into their deferred compensation account provided that they give notice in writing by November 1st.

ARTICLE IX
LEAVE OF ABSENCE

Section 9.1 Sick Leave

The Village will provide full-time employees a sick leave benefit to enable employees to have a period of compensated time off in the event of illness or injury. Sick leave is a privilege and not a right.

Sick leave benefits may be used for the following purposes:

1. Personal illness or injury to the employee.
2. Illness in the immediate family when it can be shown that the employee's presence is necessary. For this section, immediate family is defined as the employee's spouse and children.

Section 9.2 Sick Leave Accrual and Usage

Sick leave shall accrue at the rate of twelve (12) hours per month, one hundred forty-four (144) hours per year. Each employee may accrue up to a maximum accrual amount of 800 hours for sick leave use during the employee's employment. For retirement purposes, including payout at retirement, the sick leave accrual amount shall not exceed 800 hours. Employees on leave of absence without pay shall not accrue sick leave benefits during the period of their absence.

In cases where an employee cannot report for duty due to illness or injury, the supervisor or Chief of Police shall be notified no later than one (1) hour before the employee's scheduled starting time for sworn police personnel. Failure to do so will render the employee ineligible for sick leave compensation. The employee is responsible for making a daily report thereafter for the duration of the illness or injury to the Chief of Police or their designee.

A physician's medical certificate may be required by a Chief of Police for employees who are absent and shall be required for sick leave absences of three consecutive work days or more.

If an employee was exposed to a contagious disease, a written statement from a physician releasing the employee to return to work shall be required before an employee may again report for work.

Employees terminating employment with the Village shall be compensated for unused earned and accrued sick leave as follows:

- | | |
|---|--------------------------|
| a) By Dismissal: | No Compensation |
| b) Resignation before 20 years service: | No Compensation |
| c) Retirement after 20 years service: | 50% of Accrued Sick Time |
| d) Layoff/Reduction in Force | Same as Retirement |
| e) Disability | Same as Retirement |
| f) Death of Employee | Same as Retirement |

Earned and accrued sick leave will be charged against an employee injured on-the-job and accepted into workers compensation coverage, or an employee injured off-the-job or sick, and eligible for disability insurance payments. In these situations, sick leave pay will be applied to make up the difference between worker's compensation and/or disability and the employee's normal wages

Section 9.3 Sick Leave Buyback

If an employee desires, a maximum of 24 sick leave hours can be bought back in any calendar year according to the schedule below. Payment shall be at the employee's present regular rate of pay. The number of hours the employee shall buy back will then be deducted from the unused sick leave earned and any remaining hours will accumulate with those of previous years.

Number of Sick Leave Days Used in a 12 Month Period	Number of Hours Eligible for Buy-Back
0	24
1-3.0	20
3.1 to 4.0	16
4.1 to 5.0	12
5.1 to 6.0	8
More than 6	0

Employees will be required to notify the Chief in writing by November 10 of each year if they wish to participate in the program. The Chief will then process a personnel action form requesting the additional compensation. Employees will receive their buy back payment with their regular check on or about December 10.

For the purpose of determining the number of sick leave days used in a year, the 12 month period will run from November 1 to October 31. New Employees are required to wait until November 1, after their hire date before becoming eligible for this program.

Section 9.4 Funeral Leave

Any employee covered by this Agreement may be granted funeral leave with pay, up to three (3) shifts, as needed, paid in accordance with the employee's shift, upon the death of a member of the employee's immediate family. The Employee must notify his immediate on-duty supervisor as soon as possible prior to taking any time off for funeral leave.

The Immediate family is defined as a spouse, domestic partner (i.e. civilly united), child (natural, adopted, or step), mother (natural, adoptive, or step), father (natural, adoptive, or step), brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle or grandparent.

In the event of the death of a spouse, domestic partner, child (natural, adopted, or step), mother (natural, adoptive, or step), father (natural, adoptive, or step), the Employee may use up to two (2) shifts of his accrued sick time to extend the funeral leave with the approval of the Chief of Police or his designee.

Section 9.5 General Leave of Absence

Full-time employees may be granted a general leave of absence without pay to cover periods of disability, recuperation from illness, pregnancy or for personal matters. Leaves of absence due to illness or recuperation must be accompanied by a physician's statement. All requests for general leaves of absence shall be submitted through department heads for approval by the Village Administrator.

General leaves of absence may be granted for up to (90) calendar days, and extensions may be granted for additional periods not to exceed a total of one (1) year. An employee may, during the leave, return to work upon at least two (2) weeks' notice in writing to their department head and upon approval by the Village Administrator.

During general leaves of absence in excess of 30 consecutive days the employee may, at the employee's option, remain a member of any group hospital or medical plan provided by the Village, provided the employee pays the full monthly premium/deduction for each coverage, to the Village. Failure to make regularly scheduled payments will result in cancellation of the benefits.

Employees considering a general leave of absence must be aware that any position may be eliminated or substantially changed. Therefore, absolute assurance or reinstatement cannot be given. Failure to report for duty within two (2) working days of the end of the leave granted shall result in termination of the employee.

Section 9.6 Military Leave

The Village of East Dundee will comply with all applicable State and Federal laws concerning military leave.

Section 9.7 Jury Duty

Any employee who is required to appear for or serve jury duty shall receive his/her regular salary and benefits while so serving, provided that the employee remits to the Village any compensation the employee received for that jury duty.

ARTICLE X **EDUCATION BENEFITS**

Section 10.1 Travel for Training

Police Employees attending training sessions away from the Police Department shall either be offered 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.

Section 10.2 Scheduling of On-Duty Training

Employees assigned to training shall be given as much notice as practicable, through posting of shift schedules and/or individual notices or memoranda to the affected employees.

Section 10.3 Travel and Meeting Expense Allowances

The Village will pay reasonable travel and lodging expenses for employees who make trips on required village or professional business. Expenses shall be based upon submission of an itemized statement of travel expenses accompanied by receipts and must be approved by the Chief of Police or his designee.

Private cars may be used for travel, and reimbursement will be at the rate set by the most current IRS rates for travel. Expenses for meals while on authorized village business during the course of travel will be reimbursed at actual cost verified by receipts, but not to exceed \$50.00 per day.

In cases where a travel advance is requested, it must be made to the Chief of Police and approved by the Village Administrator in time for approval by the Village Board. The amount of the travel advance should be substantiated by an estimate of travel expenses.

Section 10.4 Mandated Training

All training mandated by Federal, State or local law, rule or authority will be provided by the Employer and all hours spent training (including commute time in excess of one (1) hour to/from home and said training) will be deemed hours worked.

ARTICLE XI **GRIEVANCE PROCEDURE**

Section 11.1 Definition

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purposes of this Agreement, a grievance is any dispute or difference of opinion raised by an employee or the Chapter against the Employer involving the meaning, interpretation or application of the provisions of this Agreement. The parties agree that the discipline of written reprimands shall be subject to the jurisdiction to the grievance procedure. The parties agree that disciplinary suspensions may be subject to the grievance procedure as set forth in Section 13.2. Any time period provided for under the steps in the grievance procedure may be extended or contracted by mutual agreement. The parties agree the Chapter may file joint and/or class action grievances on behalf of two or more members.

STEP ONE: The employee, with or without a Chapter representative, may take up a grievance with the employee's immediate, non-bargaining unit supervisor by filing said grievance in writing within ten (10) calendar days of its occurrence or of the date on which the affected employee became aware of the occurrence. The supervisor shall then attempt to adjust the matter and shall respond in writing within ten (10) calendar days after such discussion. If the grievance is adjusted at Step One, the supervisor shall notify the Chief and Chapter representative in writing within ten (10) days thereafter the nature of the grievance and its resolution.

STEP TWO: If not adjusted in Step One, the grievance shall be presented in writing by the grievant to the Chief of Police within ten (10) calendar days following the receipt of the supervisor's answer in Step One. The Chief of Police shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting with the employee, his immediate supervisor or

Shift Commander, and Chapter Representative within ten (10) calendar days after receipt of the grievance from the Chapter following Step One. The Chief of Police shall then render a written decision, based on the supplied information during the meeting, and shall deliver said decision to the grievant, within ten (10) calendar days of the meeting. Written communication can replace a meeting between the Chief of Police and the employee involved in the grievance if the parties mutually agree. Such communication must be presented to the Chapter Representative to be forwarded to the Chief of Police.

STEP THREE: If the grievance is not adjusted in Step Two, the grievance shall be submitted by the grievant in writing to the Village Administrator or his designated representative within five (5) calendar days of the receipt from the Chief of Police his response in Step Two. 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. The meeting shall be scheduled within 10 calendar days of the request. 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 Administrator, or his designated representative, shall give the grievant the Employer's answer in writing within ten (10) calendar days following their meeting.

STEP FOUR:

A. If the Chapter is not satisfied with the decision of the Village Administrator, the Chapter may appeal the grievance to arbitration by notifying the Village Administrator in writing within ten (10) calendar days after receipt of the Village Administrator's response in Step Three. Grievances will not be submitted for arbitration unless it is sponsored or backed by the Chapter. Within ten (10) calendar days of receipt of such request the Chapter and the Village shall jointly submit the dispute to the Federal Mediation and Conciliation Service (FMCS) and shall request a panel of five (5) arbitrators with an office in Illinois. If the Federal Mediation and Conciliation Service is unavailable or unable to hear this dispute then the parties shall jointly submit the dispute to the American Arbitration Association and shall request a panel of five (5) arbitrators with an office in Illinois. If agreement cannot be reached in the selection of an arbitration service, the choice shall be determined by a coin toss. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Village and the Chapter shall have the right to strike two (2) names from the panel. The order of alternate striking shall be determined by a coin toss, with the losing party striking the first and third names. The person remaining shall be the arbitrator. 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.

B. 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.

C. The power of the arbitrator shall be limited to the interpretation and application of the

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

In the case of a grievance concerning an error in scheduling where the grievance is upheld, the Village will compensate the employee affected for money lost because of said error in scheduling.

Section 11.2 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 11.3 Forms

The Union shall furnish mutually acceptable grievance forms which shall be used by both parties.

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 withdrawn and shall not be subject to further appeal. Any grievance not answered within the time limits specified in each step may be 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.

Section 11.5 Notice of Union Representation

The Chapter shall certify to the Village the names of those employees who are designated as representatives (stewards) for the bargaining unit. Those employees shall be the only employees authorized to function as representatives/stewards of the bargaining unit.

ARTICLE XII **NON-DISCRIMINATION**

Section 12.1 Non-Discrimination

In accordance with applicable law both the Village and the Chapter agree not to discriminate against any employee covered by this Agreement in a manner which would violate federal or state laws on the basis of race, sex, sexual orientation, creed, religion, marital status, age, national origin, political affiliation and/or beliefs, mental and/or physical handicap, or union membership.

The above section shall be subject to the grievance procedure up and through Step 3, but shall not be subject to arbitration under the grievance procedure.

Section 12.2 Chapter Activity

The Village and Chapter agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by law or by this Agreement, or on account of membership or non-membership in, the Chapter.

ARTICLE XIII **DISCIPLINE**

Section 13.1 Procedure of Discipline

Disciplinary action is utilized to correct employee behavior rather than to punish the individual. This means in most cases employees will be subject to a corrective or progressive disciplinary action before resorting to terminating the employee. Employees should understand, however, that there are certain offenses which are sufficiently serious that employees may be brought to dismissal action for the first offense without any disciplinary action. In addition, in instances where the progressive discipline approach is followed, the Village exercises the right to repeat a disciplinary step, or the Village reserves the right to skip certain progressive steps depending upon seriousness.

Section 13.2 Challenge of Discipline

Pursuant to Section 17 of the IPLRA, 65 ILCS 5/10-2.1-17, the parties have negotiated this alternative procedure based upon the grievance and arbitration provisions of this Agreement to allow an employee subject to discipline to proceed before the Board of Fire and Police Commissioners ("BOFPC") or arbitration, but not both, as provided for herein.

Prior to imposing a disciplinary suspension or dismissal, the Chief of Police or the Chief's designee will set a meeting with the employee to advise the employee of the proposed discipline and the factual basis therefore. 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 Chief's 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, the proposed disciplinary action or dismissal may be contested either through the arbitration procedure of this Agreement (with Union approval) or through the 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 G). This Election Form shall be considered a waiver of any right to proceed before the BOFPC and shall immediately render the Decision to Discipline final subject only to review by an arbitrator pursuant to the contractual grievance procedure. The Election Form shall

be given to the officer by the employer, at the same time the officer is notified of the Decision to Discipline.

The employee shall have five (5) calendar days after receipt of the Decision to Discipline to submit a copy of the Election Form to the Union for approval to arbitrate the discipline or dismissal. The Union shall have an additional ten (10) calendar days to approve or deny the request for arbitration. If the Union authorizes arbitration concerning the discipline or dismissal, it shall notify the Chief or the Chief's designee in writing of the intent to arbitrate within fifteen (15) 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 arbitration is elected, the arbitrator will determine whether the discipline or dismissal was imposed with just cause. If the written intent to arbitrate is not provided by the Union within fifteen (15) calendar days of the issuance of the Decision to Discipline, or is not elected by the employee, the right to elect arbitration shall be deemed waived and the Chief of Police or his designee may file charges with the BOFPC seeking to impose the discipline or dismissal, or impose the suspension if it is for five (5) days or less, and the employee retains his right to appeal the discipline or dismissal before the BOFPC in accordance with the Illinois Board of Fire and Police Commissioners Act, 65 ILCS 5/10-2.1-1 *et seq.*, as amended. The employee may be placed on administrative leave with pay during the election period in the sole discretion of the Chief of Police or his designee.

Election of arbitration under this Section 13.2 shall authorize the Chief of Police or his designee to immediately impose the discipline or dismissal as set forth in the Decision to Discipline, and such action shall be final subject only to arbitral review. Election of arbitration under this Section 13.2 shall constitute a waiver of any right to proceed before the BOFPC. It is understood and agreed that probationary employees may be disciplined or dismissed without cause and are therefore not entitled to any election under this Section.

Section 13.3 Use of Reprimands and Discipline

If, from the date of an officer's receipt of a written reprimand, the officer has not received an additional reprimand or discipline for the same or substantially similar offense during the following twenty-four (24) months, said written reprimand shall not be utilized by the Village against the affected officer for disciplinary purposes. If, from the date of an officer's receipt of an oral reprimand, the officer has not received an additional reprimand or discipline for the same or substantially similar offense during the following twelve (12) months, said oral reprimand shall not be utilized by the Village against the affected officer for disciplinary purposes.

Section 13.4 Personnel Files

The City agrees to abide by the lawful requirements of the Illinois Compiled Statutes, 820 ILCS 40/.01 *et seq.* The Employer's personnel and disciplinary history files relating to any employee shall be open and available for inspection by the affected employee during regular business hours with seven (7) days' notice.

Such access shall be limited to personnel documents which have been or are intended to be used when determining that employee's qualification for employment, promotion, transfer, additional compensation, discharge or other disciplinary actions; such access shall not include access to

materials listed in Section 10(a)-(g) of Chapter 820, Act 40 Illinois Compiled Statutes. 820 ILCS 4/10(a)-(g).

ARTICLE XIV

INVESTIGATIONS CONCERNING OFFICERS

Section 14.1 Right to Investigate

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

Section 14.2 Right to Representation

All employees covered by this Agreement who are directed to submit to an informal inquiry may request representation. Said employee may request representation by a bargaining unit representative employed by the East Dundee Police Department. If such request is made, it will be granted. The parties recognize that a representative present during such an interview does not have a right to present evidence or argument on behalf of the affected employee, and neither the affected employee nor the representative may interrupt or interfere with the interview except to the extent allowed by State law. Interviews shall be scheduled at times and places mutually agreeable to the parties, and neither party shall conduct themselves to unduly delay the completion of any requested interview. Employees required to submit to an interrogation shall be entitled to all rights accorded under the Uniform Peace Officers' Disciplinary Act, 50 ILCS 725/1 *et. seq.*

Section 14.3 Surveillance of Employees

If the Village is in possession or control of relevant surveillance (video, photographic, audio, GPS, or other recorded surveillance) of an employee, prior to the employee submitting to Interrogation, as defined in Section 2(c) of the Uniform Peace Officers' Disciplinary Act (50 ILCS 725/2(c)), regarding the subject matter observed in the surveillance, the Village will give the employee notice of the existence of said surveillance material(s). The Village's notice will be included along with other information required in the written notice required by the Uniform Peace Officers' Disciplinary Act. The Village will allow the employee and Union a reasonable opportunity to observe the surveillance materials prior to the employee's Interrogation. An admission or confession obtained from an Interrogation where such notice and opportunity to view were not provided is inadmissible in a disciplinary hearing; the admissibility of the actual surveillance evidence will be left to the trier of fact.

ARTICLE XV

HOSPITALIZATION, DENTAL, OPTICAL, AND LIFE INSURANCE

Section 15.1 Hospitalization

The Village shall continue to make available to all employees covered by this agreement health and dental insurance substantially similar to the coverage which is currently in effect. The Village's right to change insurers and plans is subject to the restrictions set forth below. The Village shall continue to cover all Employees covered by this Agreement on its hospitalization and health program. Employees shall contribute to the premium cost of health and dental insurance at the following rates:

Percent of premium paid by employee

	PPO	HMO	Dental
Employee	10.0%	10% *	10.0%
Employee + spouse	15.0%	10%*	15.0%
Employee + child/children	15.0%	10% *	15.0%
Employee + dependents (Family)	15.0%	10% *	15.0%

*Employees will begin to pay 10% of the premium on HMO coverage only after all Village employees are required to pay at least that amount toward HMO coverage.

The employee share of healthcare premiums shall be calculated in the manner indicated in Appendix F attached hereto. Each year, the Village will provide a new worksheet, like Appendix F, with updated contribution figures. However, the methodology for calculating employee contributions shall be completed as indicated in Appendix F.

The Village reserves the right to self-insure and to change insurers and health plans during the course of this Agreement so long as the benefits and coverage sought are substantially similar to, or better than, those being currently offered. In the event the Village changes coverage, all Employees will be covered to the same extent as all other Village employees.

The Village may re-open this Article XV, Section 15.1 of the Agreement to negotiate or renegotiate over this Section if, in years two through four of this Agreement, any of the Village's health care premiums increase by twenty-five percent (25%) or more during a contract year. In the event that the Village exercises such option, the wage increases provided in Article V, Section 5.1 will also be re-opened. If the re-opener is moved to arbitration, the Village will not propose wage increases that are less than the wage increases agreed to in this Agreement.

Section 15.2 Life Insurance

The Village shall supply each Employee with term life insurance with a face amount equal to \$100,000.00.

Section 15.3 Continuation of Benefit

When an employee is killed in the line of duty, the Village will provide health coverage benefits as set forth in 820 ILCS 320/10.

ARTICLE XVI
UNIFORM BENEFITS

Section 16.1 Benefits

Employees starting employment with the Police Department shall be equipped with uniforms and equipment by the Village in accordance with the list described in APPENDIX C which is attached hereto and part of hereof. Equipment and uniforms issued to employees will be returned to the Village upon their separation of service with the Village.

- A. All employees assigned to patrol shall be entitled to uniform and equipment allowance of \$700 per year for the purchase of clothing or equipment appropriate to the affected officer's duty assignment. Employees assigned to investigations shall receive \$800. An employee is allowed to accrue and carry over 1 year's allowance.
- B. Each officer will receive an account of \$250 per year for cleaning services.
- C. Each detective will receive an account of \$500 per year for cleaning services.

Section 16.2 Damage to Uniforms or Property

The Employer agrees to repair/replace as necessary an officer's eyeglasses, watch, contact lenses and prescription sunglasses, if such is damaged or broken while being worn by the officer during the course of employee's duties while the employee is performing work in the line of duty and without negligence on the part of the employee. Incidents are to be documented in writing with the employee's immediate supervisor. The Employer's obligation under this clause is limited up to \$500.00 for prescription eye or prescription sunglasses and up to \$50.00 for watches. Affected employees must provide receipts for repair or replacement of items pursuant to this Section. Payment pursuant to this Section shall not include reimbursement for eye examinations required prior to the replacement of eyeglasses or contact lenses.

Section 16.3 Vests

The Village will initially issue and/or replace at Village cost worn out protective vests up to a maximum cost of \$650 per vest, including any additional amount needed for customized vests as approved by the Chief of Police. Any additional amount must be paid by the employee. All bargaining unit employees are required to wear vests while on duty. The standard years for replacement will be approximately five years, or the manufacturer's suggested period of useful life. The Chief of Police reserves the right to approve the vendors for replacement vests. The Chief of Police reserves the right to promulgate rules and regulations relating to the use and wearing of vests pursuant to this Section.

ARTICLE XVII **OFF DUTY EMPLOYMENT**

Section 17.1 Employment Outside Department

The Chief of Police may restrict off duty employment in the best interest of department operations. Patrol Employees may be allowed to engage in off duty employment, subject to the prior written approval of the Chief of Police or his designee.

Section 17.2 Extra Duty Details

When the Department posts an extra duty detail, it will be filled by Employees on a first come first serve basis. Any Employee who accepts an extra duty assignment and later rejects or declines it is responsible for finding a replacement. Failure to do so will result in an Employee being ineligible for extra duty assignments for six (6) months. Any employee who works an extra duty detail shall be paid one and one-half (1 ½) times the employee's current hourly rate of pay for all hours worked on the detail.

ARTICLE XVIII

SENIORITY

Section 18.1 Seniority

Unless stated otherwise in this Agreement, seniority for the purpose of this Agreement shall be defined as an employee's length of continuous full-time service with the Village since the employee's last date of hire. Within each rank, length of continuous service in that rank since appointment to the rank shall determine relative seniority between members of that rank, rather than the employee's total service with the Village.

Section 18.2 Determination of Seniority

Seniority shall be determined by Employees length of service as described in Section 18.1. Time spent in the armed forces or on military leave of absence, time absent from work on family medical leave, sick leave, and time absent from work due to work-related duty disability, not on disability pension, shall be included. Time absent from duty when on suspension, when absent without authorization or for any other purpose shall not be included.

Section 18.3 Maintenance of Seniority List

A current and up-to-date seniority list showing the names and length of service of each Employee shall be maintained for inspection by members and shall be updated on an annual basis. This list is contained in Appendix B which is attached hereto and made part hereof.

Section 18.4 Forfeiture of Seniority

An employee shall forfeit his seniority rights upon separation from service due to dismissal, layoff or retirement. Accumulated seniority rights shall be reinstated provided that any employee who has a break in service of more than one year must successfully complete a retraining program prescribed and approved by the Chief of Police at the Village's expense, and only under the following conditions:

- A. An employee retires due to disability and is later certified by the Police Pension Board to be capable of resuming his duties and is returned to work by the Chief of Police.
or,
- B. An employee is dismissed and later reinstated by a court of competent jurisdiction.
or,
- C. An employee is separated due to a layoff or reduction in force and is later reinstated under conditions provided in the Illinois Compiled Statutes.

ARTICLE XIX

RESTRICTED DUTY

Section 19.1 Work Schedule for Restricted Duty

Any Employee who is injured or is otherwise unable to perform his or her full-time duty will be allowed, with written physician's approval, the opportunity to work existing and available

restricted duty, subject to the approval of the Chief of Police and Village Administrator, in accordance with the needs of the Department, and according to the applicable departmental policy. Restricted duty shall consist of those tasks assigned by the Chief of Police. When more than one employee seeks a restricted duty assignment, preference for such assignment may be given to an employee who was injured in the line of duty over another whose inability to perform regular duties did not arise from the performance of his or her duties. Nothing in this section shall be construed to create an obligation on the part of the Village to create or designate work which might be considered to be "restricted duty". The Village and the Chapter agree that there shall be no pyramiding of **pension** benefits of restricted duty assignments with workers' compensation or other disability benefits

ARTICLE XX **MISCELLANEOUS**

Section 20.1 Immunization and Inoculations

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

Section 20.2 Officer Involved Shootings

Section 20.2.1 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. Should 50 ILCS 727/1-25 be repealed, stricken, or otherwise be found to be legally unenforceable, this Section 20.2 shall be deemed unenforceable. Should 50 ILCS 727/1-25 be amended, the parties agree to bargain over the impacts and effects of the amendment(s).

Section 20.2.2 This Section 20.2 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.

Section 20.2.3 Employees shall not be ordered to undergo any testing related to officer involved shootings based upon off-duty conduct.

Section 20.2.4 The collection of information, evidence, and data pursuant to this Section 20.2 is intended to be used exclusively for administrative purposes. Unless ordered by lawful order of a court or administrative tribunal of competent jurisdiction, 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 Section 20.2 with an outside entity.

Section 20.2.5 As soon as practicable, following an OIS, the Employee 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).

Section 20.2.6 If the Employer collects Employee's firearm(s), the Employee will immediately be provided with a substitute weapon. The Employee will not be left unarmed.

Section 20.2.7 Immediately following an OIS, the Employer will make reasonable efforts to inform the Union (which may include notice to the local union steward) of the OIS. Employees will be allowed to confidentially speak with a Union representative and/or attorney.

Section 20.2.8 Upon being discharged from the hospital and completing all required tests, the Employee may (at the employees' discretion) be driven to his/her home by another bargaining unit member selected by the Union.

Section 20.2.9 Following an OIS, Employees will only be required to participate in interviews, physical testing, and chemical testing after an unambiguous written order threatening to terminate the Employee's employment with the Employer should the Employee refuse to participate. The parties agree an Employee will have the right to have a Union representative and attorney present for all interviews, except in an emergency involving matters of public safety.

Section 20.2.10 Employees will not be interviewed or interrogated regarding her/his involvement in an OIS any sooner than 72 hours following the end of the shift during which the OIS occurred. All interviews and interrogations shall be conducted at a reasonable time and place.

Section 20.2.11 Prior to an Employee's Union representative and/or attorney being present, Employer may (but is not required to) order an Employee involved in an OIS, under threat of termination, to answer limited questions directly related to the public's safety. If a Union representative and/or attorney is not available, the Employer shall permit a Union representative and/or attorney be present by telephone during this brief "public safety interview," if one is immediately available. The interview shall be based upon the "public safety interview" set forth below. The public safety interview must be conducted by a member of the department holding a rank higher than the Employee. The "public safety interview" shall be limited to the following:

Officer, we are required by policy to complete a public safety statement. Due to the immediate need to take action, you do not have the right to wait for legal or union representation before answering these limited questions.

1. Are you injured?
2. If you know of anyone who was injured, what is his or her location?
3. In what direction did you fire your weapon(s)?
4. If any suspects are at large, what are their descriptions?
5. What was their direction of travel?
6. How long ago did they flee?
7. For what crimes are they wanted?
8. With what weapons are they armed?
9. Does any evidence need to be preserved?

10. Where is it located?
11. Did you observe any witness(es)?
12. Where are they?

Officer, in order to preserve the integrity of your statement, I order you not to discuss this incident with anyone, including other supervisors or staff officers. You are directed to speak to your legal representative and/or union representative prior to making any further statements regarding this incident.

Section 20.2.12 Following an OIS, at the hospital, the Employee will be ordered to provide a urine sample to test for illegal drugs and alcohol.

Section 20.2.13 Absent a warrant or court order, or consent from the Employee obtained after consultation with a Union Representative, the Employer will never compel an Employee to provide blood, fluid (other than urine), skin, hair, feces, cheek swab, or any other sort of genetic or biological sample. Unless necessary to prosecute a criminal case against someone other than an Employee, the Employer will not seek to collect said materials from a source other than the Employee.

Section 20.2.14 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. The Employer's failure to comply with all the terms required by this Section 20.2 will result in the test results being deemed invalid, unreliable, and inadmissible in any subsequent proceeding.

Section 20.2.15 All chemical testing must account for legal prescription use and use of other legal substances.

Section 20.2.16 A properly administered positive test will not be an independent cause for discipline. If the positive test result is correlated with independent evidence demonstrating the Employee was impaired in the performance of his/her duties, then it may constitute just cause for discipline. The proper use of prescription and other legal substances is not cause for discipline.

Section 20.2.17 The same protocols contained in this Section 20.2 for OIS shall apply to any and all interviews and testing following an "officer involved death" ("OID") as defined by 50 ILCS 727/1-10.

Section 20.2.18 In the case of an OIS and/or OID, this Section 20.2 supersedes any and all other drug testing policies or provisions of the CBA.

Section 20.3 Post Retirement Healthcare Account

Within four months of the ratification of this contract, the Village agrees to implement and administer an interest-bearing retirement health savings account for the purpose of investing funds to cover health insurance costs that may occur upon an officer's separation of employment from the Village. (ICMA) Contributions will begin no earlier than the calendar month following the

end of the initial implementation election window.

Officers may enroll in the Retirement Health Savings Account within 30 days of their hire date or during an RHSP open enrollment period which shall occur annually. Once enrolled, the election is irrevocable and cannot be changed at any time throughout the officer's course of employment.

All contributions will be made pre-tax and the value of hours converted or transferred shall be calculated at the officer's current hourly rate unless otherwise noted.

Officers are eligible to receive benefits upon separation of employment.

Allowable contributions will consist of the following:

Accrued sick time at separation:

At separation of service accrued sick time will be converted to the officer's RHSP account upon retirement at the percentage rates specified in Section 9.3.

Compensation time at separation:

At separation of service compensation time will be converted to the officer's RHSP account.

Vacation time at separation:

At separation of service vacation time will be converted to the officer's RHSP account.

Annual Personal Day Buyback:

The annual Personal Day Buyback will be converted to the officer's RHSP account.

Annual Sick Time Buyback:

The annual Sick Time Buyback will be converted to the officer's RHSP account.

Annual Accrued Vacation:

The Annual Accrued Vacation up to sixty (60) hours will be converted to the officer's RHSP account.

Accrued Personal Days:

The Accrued Personal Leave, up to thirty-six (36) hours, will be converted to the officer's RHSP account.

If modifications need to be made to this Section in order to implement the account pursuant to the rules or regulations of the investment company or the IRS, the Village and Union will meet to discuss and implement the required changes.

Section 20.4 Fitness Allowance

In order to maintain and improve the efficiency of the Police Department, to protect the public and to reduce insurance costs and risks, the Village may establish a reasonable physical fitness program, which shall include individualized goals. Employees who pass the POWER test and

make efforts to obtain any other goals set by the Village during the year shall receive an additional eight (8) hours of compensatory time at the end of the calendar year. While employees may be required to participate in any such program, no employee will be disciplined for failure to meet any goals that are established as long as the employee makes a good faith effort to meet any such goals. Before any such program is implemented, the Village shall negotiate the program at a Labor/ Management Meeting. Any physical fitness program established by the Village which requires a police officer to attend a specific course, program or meeting shall provide that such officer shall be paid for his time attending such course, program or meeting.

Section 20.5 Fitness For Duty and Fitness Testing

If, at any time, there is a question concerning an employee's fitness for duty, or fitness to return to duty following a layoff, leave of absence due to an injury, a leave of absence of more than three (3) consecutive days for illness or being on disability leave, the Village may require, at its expense, that the employee submit to a physical examination and/or psychological examination by a qualified and licensed physician and/or psychologist selected by the Village. In situations where an employee is sent for a fitness for duty exam, not in connection with returning to duty, the Chief of Police or his designee shall provide the employee with a short statement of the reason(s) why the employee is being required to undergo an examination under this Section. The statement shall be provided at the time the order is given, whenever practicable, or not later than three (3) days of the date of the employee's examination. All examination results will be kept confidential by the Chief of Police. However, such confidentiality requirement shall not prevent the Village from disclosing the results, as necessary, for administrative or disciplinary purposes.

Should the employee disagree with the physician, medical doctor, and/or psychologist's conclusion regarding fitness for duty, the employee may request to be evaluated by physician, medical doctor, and/or psychologist jointly selected by the Union and Village. Such physician, medical doctor, and/or psychologist's conclusion regarding fitness for duty will be controlling unless otherwise agreed to by the parties.

The sole purpose of an examination under this Section shall be to determine whether the employee is fit to perform the essential duties of his or her position as a Village patrol officer or sergeant, as the case may be. The employee shall cooperate with the physician, medical doctor and/or psychologist designated by the Village. An employee who refuses to so cooperate or refuses to authorize the disclosure of the results of an examination under this Section to the Village will be subject to discipline up to and including dismissal.

Physical Fitness Requirements. In order to maintain and improve efficiency in the Police Department, to best protect the public and to reduce insurance costs and risk, the Village may establish reasonable physical fitness goals for employees, which may include individualized goals and minimum fitness standards. All employees may be required to participate in any such program. Failure to meet physical fitness goals will not be a basis for discipline, but may result in an employee being sent to a fitness-for-duty examination.

Before implementing any new physical fitness program for the bargaining unit generally under this Section, the Village will meet and discuss it with the Union under Article VI, Section 6.6 (Labor Management Committee Meetings.)

Section 20.6 Smoking Ban

In order to ensure the fitness and welfare of the Department, Employee's hired after the effective date of this Agreement will be required to sign a pledge not to smoke or chew tobacco, on duty, as a condition of employment with the Village. Employees hired prior to the effective date of this Agreement shall, for the life of this Agreement, confine smoking to areas designated in the Village.

Section 20.7 Drug and Alcohol Testing

The Village may require employees to submit to a urinalysis test and/or other appropriate drug or alcohol testing at a time and place designated by the Village, provided that, in the opinion of the Police Chief or his designee, there is sufficient cause for such testing, defined for purposes of this section as reasonable and articulable suspicion. Said suspicion will be documented in a written report within twenty-four (24) hours of the employee being subjected to the test.

The Village may also require employees to participate in random drug and alcohol 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). Such outside vendor shall be asked to randomly test employees so that, on average, up to fifty-percent (50%) of the employees in the bargaining unit are tested in each calendar year.

Tests shall be immediate result (results generally available within thirty (30) minutes) or delayed result tests. In the event of a positive result on an immediate result test, or at the time of any delayed result test, the employee may request that a blood sample be taken so that a blood test can be performed to verify any positive initial test result. All test results shall be submitted to the Police Chief and/or his designee for appropriate action.

Prohibition. Use, sale, purchase, delivery or possession of illegal drugs at any time and at any place, whether on or off the job; abuse of prescribed drugs; failure to report to the Chief or his designee any known adverse side effects of medication or prescription drug that 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 shall be grounds for discipline.

Officers who consume or possess prohibited substances as part of their legitimate work duties, which have been approved and directed by the Chief of Police or his non-bargaining unit designee, will not be subject to discipline.

The Employer may not take adverse employment action against an employee based solely on the lawful possession or consumption of cannabis, or cannabis infused substances, by people residing in the employee's household other than the employee.

ARTICLE XXI

SAVINGS CLAUSE

Section 21.1 Savings Clause

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

ARTICLE XXII

ENTIRE AGREEMENT

Section 22.1 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. 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.

Section 22.2 Ratification and Amendment

This Agreement shall become effective when ratified by the Village Board and the Chapter and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

No benefits terms or other conditions of employment shall be considered to be retroactive unless specifically provided in this collective bargaining agreement.

ARTICLE XXII

TERMINATION

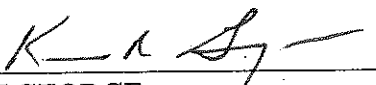
Section 23.1 Termination

This Agreement shall be effective as of the day after it is executed by both parties and shall remain in force and effect until April 30, 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 and not earlier than one hundred twenty (120) days that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. In the event that either party desires to terminate this Agreement, then the benefits as described herein shall remain in full force and effect with no diminution up to and until a new collective bargaining agreement shall be executed, and the party

wishing to terminate shall give notice at least ninety (90) days prior to the expiration date hereof and not earlier than one hundred twenty (120) days.

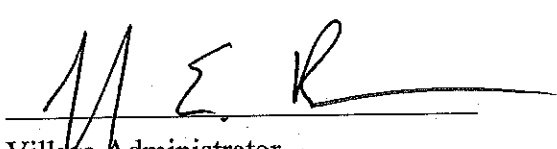
Executed this 4th day of October, 2021, after receiving official approval by the Village President and Village Board and ratification by the Chapter's membership.

METROPOLITAN ALLIANCE OF
POLICE, East Dundee Chapter # 453

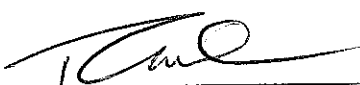


KEITH GEORGE,
President, M.A.P.

Village of East Dundee



Village Administrator,
Village of East Dundee



RYAN MILES,
President, East Dundee Police Chapter #453

APPENDIX A
SALARY SCHEDULE

Police Officer

	<u>Through</u>	<u>5/1/2021</u>	<u>5/1/2022</u>	<u>5/1/2023</u>	<u>5/1/2024</u>
	<u>4/30/21</u>	<u>(3.0%)</u>	<u>(3.0%)</u>	<u>(3.0%)</u>	<u>(3.0%)</u>
<u>Step 1</u>	<u>\$63,334</u>	<u>\$65,234</u>	<u>\$67,191</u>	<u>\$69,206</u>	<u>\$71,282</u>
<u>Step 2</u>	<u>\$67,006</u>	<u>\$69,016</u>	<u>\$71,086</u>	<u>\$73,219</u>	<u>\$75,415</u>
<u>Step 3</u>	<u>\$70,892</u>	<u>\$73,018</u>	<u>\$75,209</u>	<u>\$77,465</u>	<u>\$79,789</u>
<u>Step 4</u>	<u>\$75,003</u>	<u>\$77,253</u>	<u>\$79,570</u>	<u>\$81,957</u>	<u>\$84,416</u>
<u>Step 5</u>	<u>\$79,353</u>	<u>\$81,733</u>	<u>\$84,185</u>	<u>\$86,711</u>	<u>\$89,312</u>
<u>Step 6</u>	<u>\$83,955</u>	<u>\$86,473</u>	<u>\$89,067</u>	<u>\$91,739</u>	<u>\$94,492</u>
<u>Step 7</u>	<u>\$88,829</u>	<u>\$91,493</u>	<u>\$94,238</u>	<u>\$97,065</u>	<u>\$99,977</u>
<u>Step 8</u>	<u>\$93,979</u>	<u>\$96,798</u>	<u>\$99,702</u>	<u>\$102,693</u>	<u>\$105,774</u>

Sergeants

	<u>Through</u>	<u>5/1/2021</u>	<u>5/1/2022</u>	<u>5/1/2023</u>	<u>5/1/2024</u>
	<u>4/30/21</u>	<u>(3.0%)</u>	<u>(3.0%)</u>	<u>(3.0%)</u>	<u>(3.0%)</u>
<u>Step 1</u>	<u>\$98,798</u>	<u>\$101,761</u>	<u>\$104,814</u>	<u>\$107,959</u>	<u>\$111,198</u>
<u>Step 2</u>	<u>\$102,748</u>	<u>\$105,830</u>	<u>\$109,005</u>	<u>\$112,275</u>	<u>\$115,643</u>
<u>Step 3</u>	<u>\$106,860</u>	<u>\$110,065</u>	<u>\$113,367</u>	<u>\$116,768</u>	<u>\$120,271</u>
<u>Step 4</u>	<u>\$111,468</u>	<u>\$114,812</u>	<u>\$118,256</u>	<u>\$121,804</u>	<u>\$125,458</u>

APPENDIX B
SENIORITY LIST

Sergeants Date of Promotion	Sergeants Date of Hire	Employee
09/03/13	10/19/09	Ritter, Andrew
10/10/15	11/20/12	Haase, John

Officers Date of Hire	Employee
4/24/00	Kasiba, Alan
10/22/01	Clark, Jeffrey
4/19/04	Duda, Daniel
12/31/13	Michelini, Jessica
06/30/14	Miles, Ryan
03/23/15	Magnuson, Kyle
06/20/16	Lawson, Kevin
09/19/16	Rybialek, Joe
09/07/19	Baima, Steve

APPENDIX C
ISSUED EQUIPMENT

5 Star Hat
Baseball Hat
Winter Hat
Shirts
 Long Sleeve (4)
 Short Sleeve (4)
Pants
 Regular or Cargo Style (4)
Coats
 All Season Coat
 Rain Coat and Hat Cover
Boots or Shoes
Leather
Pants Belt
Gun belt
Holster
Clip Holder
Rubber Glove Pouch
Keepers (4)
Cuff Case
Hand Cuffs
Neck Tie
Turtle Necks
Winter Gloves
Brass
Badges
 Duty (2)
 Off Duty (1)
Name Tags (3)
Body Armor
Duty Bag
Clip Board
Ticket Book Holder
Flash Light
Pepper Spray & Holder
Duty Firearm
All other equipment related to job performance and approved by the Chief.

APPENDIX D
HEALTH INSURANCE PLAN

APPENDIX E
TERMINATIONSIDE LETTER OF UNDERSTANDING

This Side Letter of Understanding is entered into by and between the **VILLAGE OF EAST DUNDEE** ("Village") and the **METROPOLITAN ALLIANCE OF POLICE EAST DUNDEE POLICE CHAPTER # 453** ("Union").

WHEREAS, the parties have engaged in collective bargaining for a successor Collective Bargaining Agreement ("Agreement") effective May 1, 2017 through April 30, 2021;

WHEREAS, the parties have reached an agreement in principle on all issues between them;

WHEREAS, during the negotiations for the successor Agreement, the parties agreed to straight twelve (12) hour shifts and made a number of changes to other sections of the Agreement as a result of the twelve (12) hour shift change;

WHEREAS, the parties reached an understanding about how the parties would address the impact of the Village implementing a schedule other than the straight twelve (12) hour shifts; and

WHEREAS, the parties now desire to reduce their understandings to writing.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

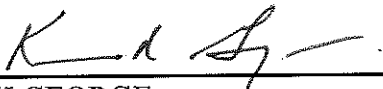
As set forth in Section 5.2 of the Agreement, the Village, through the Chief of Police, retains its right to change the deployment schedule. In the event that such a change deviates from the current deployment schedule and results in a change from the agreed-to straight twelve (12) hour shifts schedule, the Village will provide thirty (30) days' notice to the Union. Before the change in schedule is implemented, the parties will complete bargaining over the impact of such a change. In the event that the parties reach impasse in their bargaining, the matter may be submitted to arbitration.

Any dispute or claim of a violation arising under this Side Letter of Understanding shall be resolved through the grievance and arbitration provisions contained in the parties' Agreement.


This Side Letter of Understanding shall have the full force and effect as if set forth in the Agreement, and will be effective as of the date it is executed by all of the duly authorized representatives of the parties below, and it shall remain in effect until the end of the Agreement term on April 30, 2017.

Executed this 4th day of October, 2021, after receiving official approval by the Village President and Village Board and ratification by the Chapter's membership.

METROPOLITAN ALLIANCE OF
POLICE, East Dundee Chapter # 453

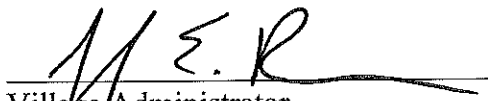


KEITH GEORGE,
President M.A.P.



President, East Dundee Police Chapter #453

Village of East Dundee



Village Administrator,
Village of East Dundee

APPENDIX F

Health Insurance Union Member Contributions 2021-2022

	BCBS		BCBS		BCBS	
	PPO \$1000 (Bc/Bs Chge to Dec 2021)		PPO \$1,500		Blue Options PPO	
EMPLOYEE ONLY						
Premium		\$ 758.96		\$ 765.26		\$ 615.50
Village Pays	90%	\$ (683.06)	90%	\$ (688.73)	90%	\$ (553.95)
Employee Pays	10%	\$ 75.90	10%	\$ 76.53	10%	\$ 61.55
Payroll Deduction		\$ 37.85		\$ 38.26		\$ 30.78
EMPLOYEE + SPOUSE						
Premium		\$ 1,517.92		\$ 1,530.52		\$ 1,231.00
Less: Single Premium	\$ (683.06) =	\$ 834.86	\$ (688.73) =	\$ 841.79	\$ (553.95) =	\$ 677.05
Village Pays	85%	\$ 709.63	85%	\$ 715.52	85%	\$ 575.49
Employee Pays	15%	\$ 125.23	15%	\$ 126.27	15%	\$ 101.56
Payroll Deduction		\$ 62.61		\$ 63.13		\$ 50.78
EMPLOYEE + CHILDREN						
Premium		\$ 1,404.08		\$ 1,415.73		\$ 1,138.68
Less: Single Premium	\$ (683.06) =	\$ 721.02	\$ (688.73) =	\$ 727.00	\$ (553.95) =	\$ 584.73
Village Pays	85%	\$ 612.86	85%	\$ 617.95	85%	\$ 497.02
Employee Pays	15%	\$ 108.15	15%	\$ 109.05	15%	\$ 87.71
Payroll Deduction		\$ 54.08		\$ 54.52		\$ 43.85
EMPLOYEE + FAMILY						
Premium		\$ 2,163.04		\$ 2,180.99		\$ 1,754.18
Less: Single Premium	\$ (683.06) =	\$ 1,479.98	\$ (688.73) =	\$ 1,492.26	\$ (553.95) =	\$ 1,200.23
Village Pays	85%	\$ 1,267.98	85%	\$ 1,268.42	85%	\$ 1,020.20
Employee Pays	15%	\$ 222.00	15%	\$ 223.84	15%	\$ 180.03
Payroll Deduction		\$ 111.00		\$ 111.92		\$ 90.02

* As previously calculated by Patricia Jensen. Spreadsheet contains an error that was determined to be past practice. See MAP contract for clarification.

Dental Insurance

Union Contribution

2021-2022

Principal Dental

EMPLOYEE ONLY

Premium		\$	33.25
Village Pays	90%	\$	(29.93)
Employee Pays	10%	\$	3.33
Payroll Deduction		\$	1.66

EMPLOYEE + SPOUSE

Premium		\$	69.95
Less: Single Premium	\$ (29.93)	\$	40.03
Village Pays	85%	\$	34.02
Employee Pays	15%	\$	6.00
Payroll Deduction		\$	3.00

EMPLOYEE + CHILDREN

Premium		\$	86.30
Less: Single Premium	\$ (29.93)	\$	56.38
Village Pays	85%	\$	47.92
Employee Pays	15%	\$	8.46
Payroll Deduction		\$	4.23

EMPLOYEE + FAMILY

Premium		\$	132.53
Less: Single Premium	\$ (29.93)	\$	102.61
Village Pays	85%	\$	87.21
Employee Pays	15%	\$	15.39
Payroll Deduction		\$	7.70

* As previously calculated by Patricia Jensen. Spreadsheet contains an error that was determined to be past practice. See MAP contract for clarification.

APPENDIX G
ELECTION, WAIVER AND RELEASE FOR DISCIPLINARY PROCESS

I, _____, a police officer in the Village of East Dundee and a member of the Metropolitan Alliance of Police Chapter 453, being proposed for discipline/discharge by the Village of East Dundee Police Department, and having received a written Decision to Discipline, have been informed of my option to dispute discipline in accordance with the Collective Bargaining Agreement between the Village of East Dundee and the Metropolitan Alliance of Police Chapter 453.

In accordance with Section 13.2 of the Agreement, the employee shall have five (5) calendar days to submit a copy of this Election Form to the Union for approval to arbitrate the discipline or dismissal. The Union shall have an additional ten (10) calendar days to approve or deny the request for arbitration. If the Union authorizes an arbitration concerning the discipline or dismissal, it shall notify the Chief or the Chief's designee in writing of the intent to arbitrate within fifteen (15) 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 arbitration is elected, the arbitrator will determine whether the discipline was imposed with just cause. If the arbitration is not approved by the Union within fifteen (15) calendar days of the issuance of the Decision to Discipline, or is not elected by the employee, the right to arbitration shall be deemed waived and the Police Department retains its right to file charges seeking to impose the proposed discipline or dismissal, or to impose the discipline in the case of a suspension of five or fewer days, and the employee retains his rights to appeal discipline before the Village of East Dundee Board of Fire and Police Commissioners.

_____ (*initial*) I understand that I may elect to pursue a grievance over such discipline or dismissal (option A), or I may choose to dispute the discipline or dismissal before the Village of East Dundee 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 to the extent described within Section 13.2 of the Agreement.

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 or dismissal immediately, subject only to review by an arbitrator should I or the Union choose to pursue a grievance through arbitration. An arbitrator will determine whether the discipline or dismissal was imposed with just cause. I further acknowledge my understanding that this election is a complete waiver of any and all rights to proceed before the Village's Board of Fire and Police Commissioners.

By election to file a grievance over my discipline or dismissal I hereby release the Village of East Dundee, the East Dundee Board of Fire and Police Commissioners, and the Metropolitan Alliance of Police Chapter 453, 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 have read and understand the Decision to Discipline. I hereby elect the grievance arbitration procedure and waive my rights to a hearing before the Village of East Dundee Board of Fire and Police Commissioners as described in Section 13.2 of the Agreement. This document will be considered my grievance. I recognize that the discipline proposed in the Decision to Discipline shall become final and shall be implemented immediately, subject only to review by an arbitrator.

Agreed: _____

Date: _____

Witness: _____

Date: _____