

COLLECTIVE BARGAINING AGREEMENT BETWEEN
CITY OF PALOS HEIGHTS
An Illinois Municipal Corporation
and the
METROPOLITAN ALLIANCE OF POLICE CHAPTER #99
representing
PALOS HEIGHTS POLICE OFFICERS & SERGEANTS

January 1, 2026 – December 31, 2029

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This Agreement is entered into by and between the City of Palos Heights, an Illinois municipal corporation (herein referred to as the “EMPLOYER” or “CITY”), and the Metropolitan Alliance of Police Chapter #99 (herein referred to as the “UNION”).

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the UNION representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the UNION to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employees’ wages, hours, and working conditions. In consideration of mutual promises and agreements contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually promise to agree as follows.

ARTICLE 1
RECOGNITION

Section 1.1 Recognition

The Employer hereby recognizes the UNION as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters relating to wages, hours, and all other terms and conditions of employment of all employees in the bargaining unit.

The bargaining unit shall include:

All regular full-time sworn peace officers in the ranks of patrol officer, detective, and sergeant.

Positions EXCLUDED from the above-described bargaining unit shall include:

All sworn officers above the rank of sergeant, regardless of their permanent rank, and any others excluded by the Illinois Public Labor Relations Act, 5 ILCS 315/1 et seq.

Section 1.2 Probationary Period

A new employee shall be considered in training and on probation for a period of either (1) the first eighteen (18) months of continuous employment if they are not a certified law enforcement officer; or (2) the first twelve (12) months of continuous employment if they are hired as a lateral, certified law enforcement officer, during which time the City shall have the sole and absolute right to discipline, discharge, or retain the officer in its own discretion. Said employee shall have no recourse to the grievance and arbitration procedure herein with respect to discipline, discharge or retention of the employee. Time absent from duty or not served for any reason except paid sick, personal, holiday and vacations shall not apply toward satisfaction of the probationary period.

Section 1.3 Gender

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

ARTICLE 2

MAINTENANCE OF MEMBERSHIP

Section 2.1 Dues Checkoff

With respect to any employee on whose behalf the City receives written authorization in a form agreed upon by the UNION and the City (a copy of the form is attached hereto as Appendix B), the City shall deduct from the wages of the officer the dues and/or financial obligations uniformly required and shall forward the full amount to the UNION, 235 Remington Boulevard, Suite B, Bolingbrook, Illinois by the twentieth (20th) day of the month following the month in which the deduction are made, along with a list of names of the persons from whom the deductions were made. The City will provide all other information required by the Illinois Public Employees Labor Relations Act in a timely manner. The amounts deducted shall be in accordance with a

schedule to be submitted to the City by the UNION. Authorization for such deduction shall continue until revoked by written notice to the City and the UNION.

The actual dues amount deducted, as determined by the UNION, shall be uniform in nature for each employee, either in actual dollar amount or percentage of pay, in order to ease the Employer burden on administering this provision.

If the employee has no earnings due for that period, the UNION shall be responsible for collection of dues. The UNION agrees to credit the employee for any amounts paid to the UNION in error on account of this dues deduction provision. Should the City withhold more than is owed, it will credit that amount against the next dues payment for that employee. The UNION may change the dollar amount which will be considered the regular monthly fees once each year during the life of this Agreement. The UNION will give the City thirty (30) days' notice of any such change in the amount of the dues to be deducted.

Section 2.2 Indemnification

The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article so long as the City does not initiate or encourage others to initiate such action. The City will cooperate in the defense of such claims.

Section 2.3 Membership

The Employer shall provide an updated copy of a bargaining unit list and other required information, which shall include the names and addresses of each bargaining unit officer, to the UNION, from time to time as requested by the UNION.

Section 2.4 Union Use of Bulletin Boards

The City will make available space on a bulletin board for the posting of official UNION notices of a non-political, non-inflammatory nature. The UNION will limit the posting of UNION notices to such bulletin boards.

ARTICLE 3

LABOR-MANAGEMENT MEETINGS

Section 3.1 Meeting Request

The UNION and the Employer agree that in the interest of efficient management and harmonious employee relations that meetings held if mutually agreed between UNION representative and responsible representative of the Employer. Generally, such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a “labor-management meeting” and expressly providing the agenda for such meeting. In cases where the subject matter is time sensitive, the parties may mutually agree to meet with less than seven days’ advance notice. Such meetings and locations, if mutually agreed upon, shall not be unreasonably withheld and shall be limited to:

1. Discussing on the implementation and general administration of this Agreement;
2. A sharing of general information to the parties;
3. Notifying the UNION of changes in conditions of employment contemplated by the Employer which may affect employees; and/or
4. Discussion of safety issues.

Section 3.2 Content

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure and bargaining process. 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 occur at such meetings. While management may use these meetings to inform the Union of proposed changes to wages, hours, or terms and conditions of employment, these meeting shall not constitute interim bargaining over decisions, impacts, or effects unless the parties mutually agree otherwise.

Section 3.3 Attendance

Attendance at labor-management meetings shall be voluntary on any employee’s part, and attendance during such meetings shall be considered time worked for compensation purposes only when the employee has been released from duty for purposes of attendance. Normally, three (3) persons from each side (of their own choosing) shall attend these meetings, schedules permitting.

ARTICLE 4

MANAGEMENT RIGHTS

Section 4.1 Management

It is agreed that the Union and the employees will work together with the City within the obligations of this Agreement. The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the City except as they may be subject to a specific obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Police Department and administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge non-probationary employees for just cause; to increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds or any other legitimate reason; to establish, modify, combine or abolish job positions and classifications; to hire, examine, classify, train, transfer, assign, schedule, promote, or recall; to hire temporary employees pursuant to State Statutes and to appoint auxiliaries employees pursuant

to 65 ILCS 5/3-6-5 of State Statutes; to hire and assign part-time employees to make and enforce reasonable rules and regulations; to set standards for the services to be offered to the public; to determine the types and quantities of equipment and materials to be used; the nature, extent, duration, character and method of operation including the right to contract out or subcontract; the amount, utilization and kind of personnel and quality and quantity of work required to ensure maximum mobility, flexibility and efficiency of operations; all of which are vested exclusively in the City except as expressly abridged by a specific provision of this Agreement.

Inherent managerial functions, prerogatives and policy-making rights, as listed above, which the City has not expressly restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance and arbitration procedures contained herein, provided that no right is exercised contrary or inconsistent with the terms of this Agreement.

Section 4.2 Supervisors Performing Bargaining Unit Work

The City recognizes that it is undesirable for non-bargaining unit supervisors to perform the work of the employees in the unit when such work deprives covered employees of work opportunities. The Union recognizes, however, that there are circumstances when supervisors may perform the work of officers in the unit to assure an efficient, flexible, and economical operation in the Police Department such as where supervisors train or instruct officers, experimental or testing duties, where there are emergencies or where scheduled officers fail to report to work because of absences or tardiness or for personal reasons during the course of the day, or because of all of the officers are or will be occupied with assigned duties or other unforeseen circumstances.

Reduction of overtime shall not provide a basis for a non-bargaining unit supervisor to perform work normally performed by bargaining unit members.

ARTICLE 5
SENIORITY

Section 5.1 Definition of Seniority

As used herein, the term “seniority” shall refer to and be defined as the continuous length of service or employment covered by this Agreement from the date of last hire. With respect to seniority among sergeants, seniority shall be determined by the sergeant’s length of service in his/her current rank in the police department. If any sergeants have the same date of promotion, the seniority ranking shall be determined by the positions these sergeants had on the Police and Fire Board’s eligibility lists from which they were promoted.

Section 5.2 Seniority List

The Employer shall prepare a list setting forth the present seniority dates for all employee covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting officers covered under this Agreement or employed at the time the Agreement becomes effective. Seniority is determined by the date of hire as a full time, sworn Palos Heights Police Officer. If there is more than one employee with the same seniority date, seniority will be determined based on the employee’s placement on the original selection list.

Section 5.3 Termination of Seniority

An employee shall be terminated by the Employer, subject to action by the City of Palos Heights Board of Fire and Police Commissioners, if appropriate, and have seniority broken when the employee:

- (a) Resigned or retired;
- (b) is discharged for just cause;

- (c) is laid off pursuant to the provisions of the applicable agreement for a period of twenty-four (24) months or greater;
- (d) accepts gainful employment while on an extended leave of absence without prior approval from the Chief of Police;
- (e) is absent for three consecutive scheduled workdays without proper notification or authorization;
- (f) fails to indicate within 5 days an intention to report for work within fourteen (14) calendar days after notice by the Police Chief or Chief's designee to return to work following a layoff (certified mail addressed and sent to the officer's last address known to the Department and contact with the employee or three (3) documented attempts to contact the employee over three (3) days by telephone shall constitute sufficient notice); and
- (g) fails to return following the expiration of a leave of absence.

Section 5.4

Employees will not continue to accrue seniority credit for all time spent on an authorized unpaid leave of absence in excess of 30 days.

ARTICLE 6

WAGES AND HOURS OF WORK

Section 6.1 Application of Article

This Article is intended only as a basis for calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

Section 6.2 Normal Workweek and Workday

Insofar as the Fair Labor Standards Act is applicable, a tour of duty for patrol officers is defined as 84 hours with a work period of fourteen (14) days, commencing at 6:00 a.m. Sunday.

Each employee will be allowed, subject to a supervisor's approval, to take up to 90 minutes paid on-duty breaks each day subject to work duties. Sergeants may approve their own breaks.

Section 6.3 Changes in Normal Workweek and Workday

The shifts, workdays, and hours which employees are assigned shall be stated on the monthly Departmental work schedule. Should it be necessary in the interest of efficient operations to establish schedules departing from the normal workday or workweek, the City will give at least forty-eight (48) hours' notice of such change to the individuals affected by such change. In the case of an emergency (e.g. flooding, tornado, mass casualty incident, last minute training opportunities, or other unpredictable circumstance), the employer may impose the schedule change (rotation or day/night) with less notice.

Section 6.4 Overtime Pay

Employees held over more than fifteen (15) minutes beyond their regularly scheduled workday or duty shift as a result of events or activities which occur during their shift, will be paid at a rate of one and on-half (1 ½) hours for each overtime hour worked beyond his regular scheduled workday with such pay received in fifteen (15) minute increments. Patrol officers, sergeants, and investigators shall be paid at a rate of one and on-half (1 ½) hours for all time worked outside their regularly scheduled work hours. No employee shall be paid overtime twice for the same hours of work, and there shall be no pyramiding of overtime or premium pay.

Section 6.5 Court Time

Employees who would otherwise be off-duty shall be paid at the overtime rate of time and one-half (1½) their regular straight-time hourly rate of pay for all hours worked with a minimum guarantee of two (2) hours pay at the rate of time and one-half (1½) when appearing in court on behalf of the City or when preparing for an off-duty court appearance when in the presence of a prosecuting attorney.

Section 6.6 Range Time

Employees who would otherwise be off-duty shall be paid at the overtime rate of time and one-half (1½) their regular straight-time hourly rate of pay for all hours worked with a minimum guarantee of two (2) hours pay at the rate of time and one-half (1½) when attending mandatory quarterly range time. This range time shall be paid and is not eligible to be earned as compensatory time.

Section 6.7 Required Overtime

The Chief of Police or designee(s) shall have the right to require overtime work and officers may not refuse overtime assignments. When overtime is compelled for work in progress, if operational needs allow, the Employer shall provide employees with additional on-duty periods for reasonable rest and personal care. In non-emergency situations, the Chief or designee as a general rule shall take reasonable steps to obtain volunteers for overtime assignment before assigning required overtime work. However, volunteers will not necessarily be selected for work in progress. Also, specific officers may be, per workweek, selected for special assignment, based upon specific skills, ability, and experience they possess as determined by the Employer based on objective criteria (e.g. detectives, evidence technicians, multilingual, etc.).

Section 6.8 Wages

The hourly wage rates are outlined in Appendix A.

Section 6.9 Compensatory Time

In accordance with Section 6.4 of this Agreement, officers, except as set forth below, at their option, may elect to earn compensatory time in lieu of overtime pay.

Compensatory time is to be calculated in the same manner as overtime pay. Officers may not accumulate more than 132 hours of compensatory time at any one time, Officers who have reached the maximum amount of compensatory time accumulation must be paid for their overtime

work until they have reduced their compensatory time bank below the maximum level. Compensatory time accumulations may rollover from year to year; however, by the first full pay period in December, the City may pay out all compensatory time banks in existence at the officers' current rates of pay except for the amounts designated by officers for transfer to their PEHP plans (see Section 17.1) and except that Officers may elect to carry over up to 36 hours of compensatory time into the next calendar year in addition to the amount placed in the Officers' PEHP. Officers will be notified by November 21 whether the City will exercise the payment in the following December. Requests for the use of compensatory time shall be considered as set forth below.

All requests for the use of a full day of compensatory time (i.e. 12 hours for Patrol, 10.5 hours for Detectives, etc.) will be made in writing and time stamped at least five (5) days in advance of the beginning of the shift requested off. If the time off does not cause the shift to fall below minimum staffing, as set by management, the time off will be approved. If the requested compensatory time off would cause the shift to fall below minimum staffing, the supervisor that the request was submitted to will send out an electronic notification (i.e. email, text, message from Pace Scheduler) requesting an officer to fill the shift on an overtime basis. Any officer filling the overtime shift created by the use of compensatory time by another officer will not be eligible to receive compensatory time for that shift and will be compensated with overtime pay. If, after 48 hours from the time of the supervisor's electronic notification, no officers have voluntarily accepted the overtime shift, the requesting officer's request for the use of compensatory time may be denied.

Requests for the use of compensatory time made with less than five (5) days' advance notice or requests for less than a full shift will be considered on a case-by-case basis and granted at the discretion of the shift supervisor based on the operational needs of the Department.

Section 6.10 Specialty Pay

Detective: \$3,250 per year, paid in January or July of the following year at the employee's option (pro-rated by the month if the officer has worked less than a year as a detective).

Range Officers and Police Cadet Advisors will be paid \$3.50 per hour above the officer's regular straight time hourly rate of pay, while performing in any of those capacities.

Crisis Intervention Team Coordinator will be paid \$2,000 per year, paid in January or July of the following year at the employee's option (pro-rated by the month if the officer has worked less than a year as a Crisis Intervention Team Coordinator).

Field Training Officers will be paid \$4.50 per hour above the officer's regular straight time hourly rate of pay while performing in that capacity.

In-House Training Instructor will be paid \$3.50 per hour above the officer's regular straight time hourly rate of pay while conducting the training.

Task Force Officers: \$1,000 per year, paid in January or July of the following year at the employee's option (pro-rated by the month if the officer has worked less than a year as a Task Force Officer).

School Resource Officer: \$1,500 per year, paid in January or July of the following year at the employee's option (pro-rated by the month if the officer has worked less than a year as a School Resource Officer).

Employees are not eligible for more than one form of specialty pay for the same hours worked.

ARTICLE 7

GRIEVANCE PROCEDURE

Section 7.1 Definition

A “grievance” is defined as a dispute or difference of opinion raised by an employee or the Union with the City involving an alleged violation of this Agreement. In this Article “calendar days” has its traditional meaning. If the last “calendar day” to take action under this Article occurs on a weekend or designated holiday, the deadline for taking action is extended to the next day that is not on a weekend or holiday.

Section 7.2 Procedure

A grievance filed against the City shall be processed in the following manner:

Step 1: Any employee who has a grievance, or the Union, shall submit the grievance in writing to the Division Commander; specifically indicating the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision(s) of this Agreement violated, and the relief requested. All grievances must be presented no later than 14 calendar days after the employee, through use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The Division Commander shall render a written response to the grievant within 14 calendar days after the grievance is presented.

Step 2: If the grievance is not settled at Step 1 and the employee, or the Union, wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing designated as a grievance to the Police Chief. (Attached hereto as Appendix C is a copy of the grievance form). The Police Chief or his designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within 14 calendar days with the grievant and an authorized UNION representative if one is requested by the employee at a time mutually

agreeable to the parties. If no settlement of the grievance is reached, the Police Chief or designee shall provide a written answer to the grievant, or to the Union if a Union grievance, within 14 calendar days following their meeting.

Step 3: If the grievance is not settled at Step 2 and the grievant or the Union desires to appeal, it shall be referred by the grievant or Union in writing to the Mayor within 7 calendar days after receipt of the City's answer in Step 2. Thereafter, the Mayor his designee and the Police Chief or other appropriate individual(s) as desired by the Mayor, shall meet with the grievant and Union representatives within 10 calendar days of receipt of the grievant's or Union's appeal. If no agreement is reached, the Mayor or designee shall submit a written answer to the grievant and Union or within ten calendar days following the meeting.

Section 7.3 Arbitration

If the grievance is not settled in Step 3 and the UNION wishes to appeal the grievance from Step 3 of the grievance procedure, the UNION may refer the grievance to arbitration by providing notice to the Mayor within 14 calendar days of receipt of the City's written answer as provided to the Union in Step 3. Arbitration shall be governed by the followed process:

1. The parties shall attempt to agree upon an arbitrator within 7 calendar days after receipt of the notice of referral. In the even the parties are unable to agree upon the arbitrator with said 7 calendar day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the City and the UNION shall have the right to strike three (3) names from the panel. A coin flip shall determine which party makes the first strike. The person remaining shall be the arbitrator.

2. The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to availability of the UNION and City representatives.
3. The City and the UNION shall have the right to request the arbitrator to require the presence of witnesses or documents. The City and the UNION retain the right to employ legal counsel.
4. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
5. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
6. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the City and UNION: provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 7.4 Limitations on Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing during the first three steps of the grievance process. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The

arbitrator shall not in any way limit or interfere with the powers, duties, and responsibilities of the City under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of the Section 7.4 shall be final and binding upon the City, the UNION, and the employees covered by this Agreement.

Section 7.5 Time Limit for Filing

No grievance shall be entertained or processed unless it is submitted at Step 1 within fourteen (14) calendar days of the occurrence of the event giving rise to the grievance or within fourteen (14) calendar days after the employee and Union, through the use of reasonable diligence, obtained knowledge of the occurrence of the event giving rise to the grievance. If a grievance is not presented by the employee or the Union within the time limits set forth above, the grievance shall be considered "waived" and may not be further pursued by the employee or the Union.

If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, the grievance shall be considered resolved on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

The parties may mutually agree to extend the time limits.

ARTICLE 8

NO STRIKE-NO LOCKOUT

Section 8.1 No Strike

No employee, nor the Union, will instigate, promote, sponsor, engage in, or condone any strike, slowdown, sit down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass resignations, mass absenteeism, illegal picketing or any other intentional

interruption or disruption of the operations of the City, regardless of the reason for so doing during the term of this Agreement as a result of a labor dispute. However, the Union and employees do not waive and expressly reserve their rights under Section 20(a) of the IPLRA. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City. In addition, in the event of a violation of this Section of this Article, the UNION agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 8.2 No Lockout

The City will not lockout any employee during the term of this Agreement as a result of a labor dispute.

Section 8.3 Penalty

The only matter which may be made subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 8.1 is whether or not the employee actually engaged in such prohibited conduct. 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 8.4 Judicial Restraint

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

ARTICLE 9

HOLIDAYS

Section 9.1 Holidays

The following days are recognized by the City as paid holidays:

New Year's Day

Labor Day

President's Day

Veteran's Day

Good Friday

Thanksgiving Day

Memorial Day

Day after Thanksgiving

July 4th

Christmas Day

Two Floating Holidays

Employees covered by this Agreement shall earn a paid day off for each holiday listed in this Section.

Section 9.2 Compensation

Holiday pay shall be limited to the regular scheduled hours of the unworked holiday, and shall be counted as time worked for the purpose of computing overtime pay. Employees who work on Independence Day, Christmas Day, New Year's Day and Thanksgiving shall be paid at time and a half for all hours worked on that day. Employees called in for unscheduled work on Christmas Day, New Year's Day, or Thanksgiving will receive additional compensation in an amount equal to two (2) hours at time and one half of their regular hourly rate in addition to pay for hours actually worked. This compensation shall be paid and may not be earned as compensatory time.

Section 9.3 Scheduling

The parties recognize that the police function demands full and continuous coverage, therefore, personnel must schedule their holidays for the calendar year not later than October 1st of each year (e.g. on or before October 1, 2022, an employee must notify the Department when he/she wishes to schedule the remainder of his/her 2022 holidays). Employees must schedule their holidays by October 1st to be taken by December 31st. Holidays not taken by December 31st shall be forfeited unless the employee's requested use of the holiday was denied by the Employer in which case the holiday will be paid out at the employee's regular straight time rate. The employee normally shall submit his request in writing to the Chief of Police or his designee at least 12 hours

in advance of the date and time on which the holiday is to be used, and such request will be approved subject only to the staffing requirements of the Department; provided, however, shift supervisors may grant holiday time requests made with less than 12 hours of advance notice if staffing levels permit.

All holidays for the fiscal year shall be available for an employee to take at any time during the fiscal year; provided, however, if an employee separates from service prior to the occurrence of a holiday that he/she has taken off during the fiscal year, the City shall withhold the value of such holiday time taken prior to the occurrence of the holiday(s) from the employee's last paycheck subject to whatever rights the City and the employee has under the law to make deductions from the employee's final pay check for the year.

Employees may change the dates upon which they are scheduled to take a holiday, subject only to the Department's staffing requirements, by notifying their supervisor.

An employee's scheduled holidays off shall not be cancelled by the Department except in the case of an emergency or an unanticipated operational necessity. Should an employee's scheduled holiday(s) off be so cancelled, he/she shall be permitted to select an alternate date off during the fiscal year, unless the cancellation occurs after Thanksgiving Day in which case the employee shall be offered the choice of cash compensation for the cancelled holiday(s) or the opportunity to reschedule the holiday(s) off during the remainder of the fiscal year.

ARTICLE 10

LAYOFF AND RECALL

Section 10.1 Layoff

The City, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their seniority, as provided in Illinois Statutes 65 ILCS 5/10-2.1-18. The City agrees that all

part-time officers will be laid off before any sworn officer is laid off. Non-sworn employees shall not have their duties and assignments expanded if a sworn officer is on lay-off status. The City shall provide notice of the layoff to the Union and, upon request, shall bargain over the effects of the layoff on bargaining unit employees.

Section 10.2 Recall

Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are recalled without further training.

Employees who are eligible for recall shall be given a fourteen (14) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided the employee must notify the Police Chief or his designee of his intention to return to work within 5 days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee and contacting the employee by telephone, it being the obligation and responsibility of the employee to provide the Police Chief or his designee with his latest mailing address and telephone number. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list and his seniority will be terminated.

ARTICLE 11

VACATIONS

Section 11.1 Eligibility

Employees will be entitled to receive annual paid vacations, according to their eligibility as follows:

Vacation Time Table							
Years	Hours		Years	Hours		Years	Hours
Hire Year - Before July 1st	48		11	168		21	216
Hire Year - July 1 st and after	0						
2	84		12	168		22	216
3	84		13	168		23	216
4	120		14	168		24	216
5	120		15	168		25	216
6	120		16	180		26	216
7	120		17	192		27	216
8	120		18	204		28	216
9	120		19	204		28	216
10	120		20	204		30	216

The parties agree to waive the requirements of the Illinois Paid Leave for All Workers Act and the Cook County Paid Leave Ordinance.

Section 11.2 Vacation Pay

The rate of vacation pay shall be the employee’s regular straight time rate of pay in effect for the employee’s regular job classification on the payday immediately preceding the employee’s vacation. Employees may request their vacation pay no later than nine (9) days prior to the start of a vacation period exceeding five (5) days.

Section 11.3 Vacation Schedule and Accrual

- (a) Employee shall be awarded vacation time by the City in accordance with City service needs and, if possible, employee’s desires. Scheduling shall be initiated by rank on a seniority basis for each scheduling group of employees. Employees requesting vacation time off normally shall submit their request to the Chief of Police or his designee 12 hours in advance of the date and time on which the vacation leave is to be used, and such request shall be approved subject only to the

staffing requirements of the Department; provided, however, shift supervisors may grant vacation leave requests made with less than 12 hours advance notice if staffing levels permit. A minimum of 12 hours of consecutive vacation time must be taken at any one time unless the employee has less than 12 hours of vacation time remaining, or the use of time will make the total remaining time divisible by 12 hours. Vacation time not used within the fiscal year which the employee became entitled to vacation shall be unpaid and irreclaimable except as provided in Section 11.3(b) below. Employees may change the dates upon which they are scheduled to take a vacation day, subject only to the Departments staffing requirements, by notifying their supervisor.

- (b) An employee's scheduled vacation days off shall not be cancelled by the Department except in the case of an emergency or other unavoidable circumstance. However, once a vacation request has been approved by the Employer, the Employer shall not cancel, revoke, or reschedule the approved vacation day(s) if such action is taken less than forty-eight (48) hours prior to the scheduled start of the vacation day(s), except in cases of an emergency, as provided above and in Section 6.3. Should an employee's scheduled vacation day off be so cancelled, he/shall be permitted to select an alternate date off during the fiscal year, unless the cancellation occurs after Thanksgiving Day in which case the employee shall be offered the choice of cash compensation for the vacation day(s) or the opportunity to reschedule the vacation day(s) off during the remainder of the fiscal year.

ARTICLE 12

SICK LEAVE

Section 12.1 Purpose

Sick leave with pay is provided as a benefit in recognition that employees and their immediate family members contract various illnesses, experience medical conditions, require medical diagnosis and care, and/or sustain injuries from time to time, and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees for them to work while sick or injured.

Section 12.2 Allowance

Any employee contracting or incurring any non-service-connected sickness or disability, or if such sickness or disability occurs involving an individual living with the employee in the employee's "immediate family" (defined as the employee's legal spouse, child(ren), step-child(ren), adopted child(ren), parent(s), grandparent(s), parent(s) of spouse, step-parent(s), or sibling(s)), the employee shall receive sick leave with pay.

Section 12.3 Death in Immediate Family

Sick leave may be used for the death of any member of the immediate family, as defined in Section 12.2. An employee shall be granted three (3) consecutive workdays as funeral leave if the employee attends the funeral or similar service. Such time shall be charged against the employee's accrued sick leave account of the employee has that many days in the employee's account. An employee shall provide satisfactory evidence of the death of a member of the immediate or extended family and the employee's attendance at the funeral/ or similar service if so requested by the City.

Section 12.4 Days Earned in Accumulation

Employees shall receive 96 hours of sick leave on January 1st each year. Sick leave cannot be taken before it is actually earned. Employees hired prior to January 1, 2016 may accumulate up to a maximum of 2184 hours of sick leave; Employees hired on or after January 1, 2016 may accumulate up to a maximum of 1092 hours of sick leave.

Section 12.5 Notifications

Notification of absence due to illness shall be given to the City as soon as possible on the first day of such absence and every day thereafter (unless this requirement is waived by the Chief), but no later than four hours before the start of the employee's work shift unless it is shown that the employee could not have reasonably provided such notification. The unreasonable failure to timely report an illness may be considered as absence without pay and may subject the employee to discipline, as well. Any abuse of sick leave shall constitute cause for discipline, including suspension or discharge.

Section 12.6 Medical Examinations

The City may, at its discretion, require an employee who has missed two or more consecutive work days to submit a physician's verification of illness. If it is a family member who is sick, the employer may require a doctor's verification of the illness.

Section 12.7 Sick Leave Utilization and Buy-Back

Sick leaves shall be used in no less an increment than four (4) hours unless the employee is on duty, in which case the employee can leave work when he/she becomes ill subject to notification and approval of the shift supervisor. An employee discharged for cause forfeits all accrued sick leave benefits.

An employee may elect to have 80% of his unused sick leave placed in a bank upon retirement to be used toward the purchase of medical insurance coverage. Such election must be

made at least one month prior to the officer retiring. If after the officer retires, he discontinues medical insurance coverage, any unused sick pay will be forfeited. If an officer prior to retirement elects not to bank his sick leave, he may elect to take the sick leave benefits in the form of a paid leave of absence immediately preceding his retirement date.

Section 12.8 Fitness for Duty

Appeal of any discipline arising out of any question of an employee's fitness for duty will be subject to the grievance procedure of this Agreement.

Prior to any employee being disciplined and/or terminated because of a lack of fitness for duty, the employee will be subject to an examination by a licensed medical professional jointly selected by the Employer and the Union. If the Employer and Union are unable to agree, the parties shall submit a request to INSPE (or other mutually agreed upon vendor) for selection of an appropriate health care provider. The employee may be reassigned or placed on the appropriate benefit leave or paid administrative leave pending the outcome of the medical examination.

ARTICLE 13

ADDITIONAL LEAVES OF ABSENCE

Section 13.1 Discretionary Leaves

The City may grant a leave of absence under this Article to any bargaining unit employee where the City determines there is good and sufficient reason. The City shall set the terms and conditions of the leave. In determining whether or not to grant the leave the City will give consideration to the nature of the purpose for which the leave of absence was requested, the effect of the employee's absence on Departmental operations, and what it believes to be in the best interest of the community. Nothing in this agreement shall be construed to relieve the City from abiding by the provisions of the Family Medical Leave Act or other applicable law providing leaves of absence.

Section 13.2 Application for Leave

Any request for a leave of absence shall be submitted in writing by the employee to the Police Chief or his designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by his immediate supervisor and it shall be in writing.

Section 13.3 Military Leave

Military leave shall be granted in accordance with applicable law.

Section 13.4 Jury Leave

Employees covered by this Agreement who are required to serve on a jury shall sign their jury duty checks over to the City. The City shall compensate such employees, at their regular rate of pay, for each day actually spent on jury duty up to twelve (12) hours per day.

Section 13.5 Family and Medical Leave

As required by the Family and Medical Leave Act (FMLA) and the City's FMLA policy, the City will permit employees who qualify under the FMLA to take an unpaid leave of absence of up to twelve weeks in any rolling twelve-month period pursuant to the terms and restrictions contained in the City's FMLA policy, the FMLA, and its applicable regulations. If an employee otherwise qualifies for any other type of leave of absence, he/she must take that leave at the same time he/she is taking the FMLA leave. All time missed from work that qualifies for both FMLA leave and Workers' Compensation will be counted toward the employee's 12 weeks of FMLA leave.

Section 13.6 Benefits While on Leave

Except for employees on qualified FMLA leave, and unless otherwise stated in this Article or otherwise required by law, length of service shall not accrue for an employee who is on an

approved non-pay leave status, in conjunction with the terms of Section 5.4 of this Agreement. Accumulated length of service shall remain in place during that leave and shall accrue again when the employee returns to work on a pay status. Unless otherwise stated in this Article, an employee returning from leave will have his seniority continued after the period of leave. Upon return from an approved leave of absence that is not covered by FMLA, the City will place the employee in his or her previous job if the job is vacant; if not vacant, the employee will be placed in the first available opening in his classification according to the employee's seniority, where skill and ability to perform the work without additional training is equal. Employees returning from leaves that are covered by FMLA, prior to using all 12 workweeks of FMLA in a Filing twelve-month period, will be restored to the same position prior to the leave, or one that is equivalent.

ARTICLE 14

UNIFORM ALLOWANCE

Employees who are required to wear and regularly and continuously maintain prescribed items of uniform clothing shall receive such clothing during their first week of employment. The disbursement of new and replacement uniforms will be maintained by the Employer through a Quarter Master System. Employees shall be responsible for the care, cleaning and maintenance of uniforms. An officer assigned to the position of detective will receive up to \$1,000 per year clothing reimbursement.

ARTICLE 15

EDUCATIONAL INCENTIVE & TRAINING

Section 15.1

The Employer shall provide for the cost of tuition, fees, labs, books, and supplies for non-probationary employees for course work in accredited programs and educational institutions under the following conditions:

1. The employee must have pre-approval of the Chief of Police. This approval shall not be unreasonably denied.
2. The course work shall be job related or required for the completion of a college degree that is job related.
3. The employee must receive a grade of at least:
 1. C in an alphabetical system;
 2. 70 out of 100 in a numeric system; or
 3. Pass in a pass/fail system.
4. No Employee shall receive more than \$6,100 per calendar year.

If an employee fails a course, the Employer shall be entitled to recover the full cost of that course. If an employee voluntarily terminates his employment within one year of completing any course work toward a graduate or undergraduate degree, the costs of which were paid by the Employer, the employee shall reimburse the Employer the full cost of the education incentive paid for all course work completed in the two preceding semesters. If an employee voluntarily terminates his employment within two years of completing any course work toward a graduate or undergraduate degree, the costs of which were paid by the Employer, the employee shall reimburse the Employer one-half of the education incentive paid by the City for all course work completed in the preceding two semesters.

Before any educational incentive costs are paid, the employee shall execute, in writing, an agreement that articulates the employee's responsibilities with respect to the reimbursement of any educational costs incurred by the Employer on behalf of the employee. All such agreements shall include a reimbursement schedule and method of payment (i.e. payroll deduction, lump sum, etc.). This agreement shall

be tendered to the Chief of Police or his designee in order to substantiate the successful completion of the course of instruction.

Section 15.2 Training

Employer shall provide employees with access to all training mandated by law or applicable rule. Subject to the advanced approval by the Employer, said training shall be paid for by the Employer and shall be considered hours worked.

Section 15.3 Voluntary Off-Duty Training

An Employee will be reimbursed for a voluntary off-duty training class provided that it is job related as determined by the Chief of Police, has been pre-approved by the Chief of Police does not interfere with the Employee's work hours, and proof of satisfactory completion participation has been provided. Any such reimbursement shall not exceed \$1,000 per calendar year.

ARTICLE 16

WORKING OUT OF CLASSIFICATION

Section 16.1

Designated Officers in Charge will be paid \$2,750 per year paid in January or July of following year at the officer's option (pro-rated by the month if the officer has worked less than a year as an Officer in Charge).

Officers working in the temporary capacity of designated OIC shall receive an additional \$5.00 per hour while working in that capacity.

An Officer working in the position of OIC for ten (10) consecutive workdays will be paid at the hourly rate of a first year Sergeant.

Section 16.2

When an officer is required to assume the duties and responsibilities of a rank higher than that which he normally holds for any accumulated total of at least six (6) months in any calendar year, he shall be paid the rate for the higher rank for his vacation period with any necessary adjustment, to be made at the end of the calendar year.

Section 16.3

Starting January 1, 2023, the Employer will send any employee designated by it to be assigned as an OIC to at least a 40-hour supervisor course through NEMRT or other comparable training provider as soon as practicable.

ARTICLE 17

HEALTH WELFARE PLAN

Section 17.1

Employees' health insurance benefits shall be provided as follows:

Monthly Premium Contributions

	<u>January 1, 2026</u>	<u>January 1, 2027</u> (7% increase)	<u>January 1, 2028</u> (7% increase)	<u>January 1, 2029</u> (7% increase)
Single	\$285.00	\$304.95	\$326.30	\$349.14
Single plus Spouse	\$302.50	\$323.68	\$346.33	\$370.58
Single plus Child	\$295.00	\$315.65	\$337.75	\$361.39

Family ¹	\$320.00	\$342.40	\$380.06	\$429.47
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The City will continue the insurance plan in place as of January 1, 2026. The City shall be permitted, at its discretion, to change to a different insurance plan including a self-insured plan provided that benefits remain substantially equal to the insurance plan in place as of January 1, 2026. In addition, the City shall be permitted to return to its self-insured plan, at its discretion, as it existed on January 1, 2006. The parties agree that should insurance costs significantly change, the parties will meet for mid-term bargaining over insurance benefit plans.

Post-Employment Health Plan

Employees have established a PEHP plan and the Employer shall maintain the PEHP Plan. Each January 1 for the term of this Agreement, the City shall contribute on behalf of each employee up to 60 hours of his/her pay to be deducted from compensatory time, holiday time, vacation time, and/or sick time.

Section 125 Plan

As soon after ratification as possible, but in no event later than January 1, 2003, the City shall establish and implement a Section 125 plan (including medical and dependent care reimbursements) for the benefit of bargaining unit employees.

Section 17.2

The extent of the City’s obligations under this Article shall be limited to the payment of the cost of the premiums for this Plan and covered officers shall be entitled to those benefits only in accordance with and governed by the conditions of the insurance agreements and policies issued

¹ The Family PPO plan monthly premiums reflect a 11% increase for 2028 and a 13% increase for 2029.

thereunder. Neither the City nor the UNION shall be obligated to pay any insurance benefits directly to officers.

Section 17.3

The City shall continue to pay 100% of the premium for medical coverage for the spouse and dependents (as defined under policy) of any officer killed due to injuries suffered in the line of duty, until the spouse remarries, or obtains other medical insurance. The City shall also pay 50% of the premium for medical coverage for any officer permanently disabled due to injuries suffered in the line of duty, until the officer obtains other medical insurance. In addition, the City shall maintain a "Single +1" premium cost for retired and disabled officers, which is equal to the difference between the single coverage rate and the family coverage rate, divided by 2, plus the single coverage rate. Nothing in this Section diminishes an employee's right to receive benefits pursuant to the Public Safety Employee Benefits Act or other applicable law.

Section 17.4 Cost Containment

Employees who maintain health insurance coverage from a source other than the City will be paid a lump sum of \$4,000 on the first payroll date in January following the plan year in which the employee opted out of the City's health insurance coverage for the entire plan year. To opt out of coverage under the City's health insurance, Employees must provide proof of coverage under an alternate health insurance plan to the Employer.

ARTICLE 18

LIFE INSURANCE

Section 18.1

The City shall continue its present life insurance to all full-time officers for the term of this Agreement in an amount equal to one and on-half times the officer's annual salary, to a maximum

of \$200,000. Retiring full-time officers may continue to participate in the life insurance program at the active group rate until age 65 at their own cost.

Section 18.2

The City shall be permitted, at its discretion, to change insurance carriers provided that benefits remain substantially equal.

Section 18.3

The extent of the City's obligations under this Article shall be limited to the payment of the cost of the premiums for this Plan and covered officers shall be entitled to those benefits only in accordance with and governed by the conditions of the insurance agreements and policies issued hereunder. Neither the City nor the UNION shall be obligated to pay any insurance benefits directly to officers.

ARTICLE 19

EMPLOYEE LONGEVITY SALARY PROGRAM

Any Officer attaining twenty (20) years of creditable service, as defined in Section 3-110 of the Illinois Pension Code, is eligible for and shall participate in the employee longevity salary program on a one-time, non-repetitive basis. The program will be effective for two fully pay periods in January or July of each fiscal year. The City agrees to raise the salary of a participating Officer by the sum of \$15,000 annualized for two pay periods in January of July, at the employee's option.

ARTICLE 20

INDEMNIFICATION

The City agrees it will indemnify and hold harmless, and will provide necessary legal representation for, an employee covered by this Agreement for damages resulting from any civil cause of action against the employee for acts other than acts constituting a willful violation of a

statute or ordinance, performed by the Employee while acting within the regular scope of his/her duties as a law enforcement officer, provided, as a condition to receiving such indemnification, the employee shall fully cooperate with the City and its representatives during the course of the investigation, administration, or litigation of any such claim or cause of action covered by this provision.

If a conflict of interest exists for the attorney representing the employer and the employee, the employer shall provide the employee a different attorney to represent his/her interests at no cost. However, if the employee desires independent counsel (i.e. an attorney other than the attorney(s) provided by the employer), the employee will be responsible for the cost and expense of such independent representation and the same will not be reimbursed by the City unless otherwise agreed by the City or required by law.

ARTICLE 21

IMPASSE RESOLUTION

The remedies for the resolution of any bargaining impasse, including impasses from midterm bargaining, shall be in accordance with the Illinois Public Labor Relations Act, as amended.

ARTICLE 22

BILL OF RIGHTS

(A) If the interrogation of a law enforcement officer results in the recommendation of some action, such as suspension, dismissal, or similar action which would be considered a punitive measure, then, before taking such action, the employer shall follow the procedures set forth in the Uniform Peace Officers' Disciplinary Act ("UPODA"), 50 ILCS 725/1, et. seq. An officer shall

have the right to be represented at interrogation by a Union representative and/or attorney. Nothing in this Article diminishes any rights under UPODA.

(B) No personal information concerning an officer (e.g. home community or address, family information, etc.) shall be released publicly by the Employer without the individual officer's prior written consent in each instance, unless required by law or court order. The officer will be given at least 48 hours' notice prior to the compelled release of personal information.

(C) Records of prior disciplinary actions shall not be used for purposes of determining progressive and corrective discipline according to the following schedule:

Written warnings	after 12 months
Written reprimands	after 18 months
Suspensions	after 36 months

ARTICLE 23

POLICE AND FIRE COMMISSION AND DISCIPLINE

The parties recognize that Police and Fire Commission of the City of Palos Heights has certain statutory authority over employees covered by this Agreement, including but not limited to the right to make, alter, and enforce rules and regulations so long as they are not inconsistent with this Agreement

With regard to discipline, the City and the UNION have agreed that an officer being suspended or discharged has the right to choose to appear before the Police and Fire Commission or to have the disciplinary dispute resolved through the Grievance and Arbitration Procedure of this Agreement. Any appeal taken by way of one procedure shall be a waiver of any and all rights to have the appeal heard through the other procedure.

Section 23.1 Contesting Discipline – Oral and Written Reprimands

Oral reprimands shall not be subject to the Grievance Procedure Article of this Agreement. Written reprimands shall be subject to the Grievance Procedure Article of this Agreement but shall not be subject to arbitration. An employee's written response to any discipline shall be attached to the discipline and included in the employee's personnel file.

Section 23.2 Contesting Discipline — Suspensions and Termination

(1) In General

Prior to imposing discipline, involving a suspension or termination, the Chief of Police or the Chief's designee will set a meeting with the employee to advise the employee of the proposed discipline. At the employee's request, the employee shall be entitled to Union representation at that meeting. For contemplated discipline of a three (3) day or greater suspension or termination, at least 24 hours prior to the meeting, the Union and employee will be given a copy of the internal investigation file. After the conclusion of said meeting, the Chief or the Chiefs designee will issue a Decision to Discipline, in writing, as to the proposed discipline ("Decision to Discipline"), to the affected employee and the Union. At the employee's option, disciplinary action against the employee may be contested either through the Grievance Arbitration Procedure of this Agreement (with the Union's approval) or through the Board of Fire and Police Commissioners (BOFPC), but not both. In order to exercise this option, an employee must execute an Election, Waiver and Release form ("Election Form" attached as Appendix). The Election Form shall be given to the officer by the City, at the time the officer is formally notified of the Decision to Discipline. The employee shall have seven (7) calendar days upon receipt of Election Form to tender the executed Election Form to the Chief or the Chiefs designee.

(2) Suspensions of Five (5) Days or Less

If the discipline is a suspension for five (5) days or less, the Chief may impose the suspension immediately upon the issuance of the Decision to Discipline. If the employee elects to contest the suspension through the Grievance Arbitration Procedure, the Employer bears the burden of establishing that the suspension was issued for just cause. If the employee elects to contest the suspension through the Grievance Arbitration Procedure, the Election Form shall constitute a grievance, which shall be deemed filed at the arbitration step of the Grievance Procedure of this Agreement.

(3) Termination and/or Suspensions of More Than Five (5) Days: Arbitration

For discipline involving suspensions in excess of five (5) days and/or termination, if the employee elects arbitration, the Chief of Police has the right and discretion to impose discipline immediately upon receipt of the Election Form. In such cases, the Election Form shall constitute a grievance, which shall be deemed filed at the arbitration step of the Grievance Procedure of this Agreement. In such cases where arbitration has been selected, the Union shall also file with the Village its notice of intent to arbitrate the case ("Arbitration Notice"), not more than seven (7) calendar days following the issuance of the Decision to Discipline. During this process, the City shall have the burden of proving the discipline was issued for just cause.

(4) Termination and/or Suspension of More Than Five (5) Days: BOFPC

For discipline involving suspensions in excess of five (5) days and/or termination, if the employee elects to have the case heard by the BOFPC, then the Chief must file the appropriate charges before the BOFPC.

(5) Failure to File the Election Form or Arbitration Notice

If an officer or the Union fails to timely file the Election Form or the Arbitration Notice, such failure shall be deemed a waiver of the right to contest or appeal the Decision to Discipline in any forum.

Section 23.3 Lawful Possession of Cannabis by Cohabitants

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.

Section 23.4 Surveillance of Employees

The parties agree the Employer may use surveillance tools (e.g. recordings, GPS, keystroke tracking, or other forms of observing/recording employee behavior), to support disciplinary action against a police officer covered by the collective bargaining agreement only if the Employer follows the procedure set forth below. The procedure set forth below only applies to circumstances in connection with a disciplinary investigation into police officer misconduct that may result in a suspension of three (3) or more days or termination. The Employer retains full discretion to use surveillance as it deems necessary to conduct its operations if surveillance is not being used in connection with a disciplinary investigation of a police officer.

If, in the course of reviewing surveillance, the Employer observes conduct by a police officer that could result in a disciplinary investigation against a police officer, the Employer will follow the below procedure before proceeding with an investigation based upon such surveillance evidence:

- a. Prior to taking disciplinary action, the Employer will notify the Union in writing that surveillance has been pulled in connection with a disciplinary investigation against a police officer.
- b. The Employer will provide the Union access to the surveillance upon written request from the Union.
- c. When the Employer provides the Union access to the surveillance, it will simultaneously identify the triggering event that led to the disciplinary investigation.

ARTICLE 24

OFFICER INVOLVED SHOOTING

Section 24.1

Pursuant to 50 ILCS 727/1-25, the Employer has enacted a policy requiring all officers involved in an “officer involved shooting” (“OIS”) to be subject to drug and alcohol testing as soon as practicable as but no later than 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.

Section 24.2

The City’s OIS policy is incorporated herein by reference. Should the Employer desire to make any changes in its OIS Policy, it will provide the Union notice of its intent to change and will fulfill any bargaining obligations it may have regarding such changes under the Illinois Public Labor Relations Act.

ARTICLE 25

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, Agency, or Court decision; and upon issuance of such a decision, the City and the Union agree to immediately begin negotiations on a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE 26

ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral which conflict with the express terms of this Agreement. If a past practice regarding a non-mandatory subject of bargaining is not addressed in the Agreement, it may be changed by the City as provided in the management rights clause, Article 3.

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 understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 27

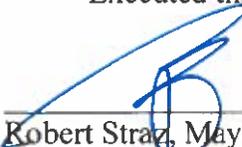
TERMINATION

This Agreement shall be effective as of January 1, 2026 and shall remain in full force and effect until 11:59 p.m. on December 31, 2029. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no earlier than one hundred twenty (120) days, but not less than ninety (90) days from the expiration date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than forty-five days (45) prior to December 31, 2029.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

This Agreement shall remain in full force and effect during the negotiation for a successor agreement.

Executed this 27th day of January, 2026.



Robert Straz, Mayor
CITY OF PALOS HEIGHTS



Keith George, President
METROPOLITAN ALLIANCE OF POLICE



Adam Jasinski, City Administrator
CITY OF PALOS HEIGHTS



Walter Droba, President
METROPOLITAN ALLIANCE OF POLICE,
CHAPTER #99

CITY OF PALOS HEIGHTS

UNION

APPENDIX A – FINANCIALS

Sergeant's Step & Hourly Wage Schedule

At Step 1, Sergeants shall be indexed at 7.5% above top patrol pay

At Step 2, Sergeants shall be indexed at 8.5% above top patrol pay

At Step 3, Sergeants shall be indexed at 15% above top patrol pay

Step	1/1/26	1/1/27	1/1/28	1/1/29
1	\$62.57	\$64.76	\$67.03	\$69.21
2	\$63.16	\$65.37	\$67.65	\$69.85
3	\$66.94	\$69.28	\$71.71	\$74.04

Patrol Officers Step & Hourly Wage Schedule

Modify the wage scale to reflect the following across the board wage increases:

1/1/26 – 3.5% 1/1/27 – 3.5% 1/1/28 – 3.5% 1/1/29 – 3.25%

<u>Step</u>	1/1/26	1/1/27	1/1/28	1/1/29
1	\$38.78	\$40.14	\$41.54	\$42.89
2	\$42.68	\$44.18	\$45.72	\$47.21
3	\$46.54	\$48.17	\$49.86	\$51.48
4	\$50.45	\$52.21	\$54.04	\$55.80
5	\$54.36	\$56.26	\$58.23	\$60.12
6	\$58.21	\$60.25	\$62.35	\$64.38

Advanced Step Hiring

Lateral hires, as determined by the Illinois Law Enforcement Training and Standards Board, will be placed on the step in the Wage Schedule based on their years of continuous service as a law enforcement officer, as follows:

- More than 2 years - 4 years – Step 2
- More than 4 years – 6 years – Step 3
- More than 6 years – Step 4

Other than step placement, a lateral hire will be treated as a new hire including their seniority date.

APPENDIX B

OVERTIME

The parties acknowledge that it is often necessary for an officer to work in excess of his regularly scheduled hours. The City of Palos Heights does not intend to adjust an officer's normal work shifts, workdays or hours to obviate any authorized overtime already worked except for an emergency or for safety reasons. For the purpose of this Agreement, authorized overtime means that overtime which has been scheduled by or expressly authorized by supervisory or command personnel.

The City of Palos Heights and the Union reserve all of their rights in regard to this matter as provided by the collective bargaining agreement and the provisions of the Fair Labor Standards Act.

Executed this ____ day of _____, 2010.

CITY OF PALOS HEIGHTS

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APPENDIX C

POLICE PENSION

Any longevity pay awarded under this provision shall be considered salary attached to rank for purposes of determining the amount of the Officer's retirement pension. Each Officer who receives a longevity pay increase under the provisions of this Article shall make the appropriate contribution to the Pension Fund as required by Section 3-125.1 of the Illinois Pension Code.

The City shall consider the actuarial impact of this longevity pay on the pension fund when determining its annual contribution. Nothing in this Agreement and Appendix is intended to create an incentive to retire or establish a commitment to retire on the part of the Officer.

The parties jointly agree to take steps to make certain that the longevity benefit set forth in this contract is in compliance with state law and administrative rules to ensure that such pay is considered to be salary attached to the rank of the eligible offices. The parties agree to make such changes to the language as may be necessary to achieve or maintain that purpose.

This Appendix shall be subject to the Savings Clause in Article 25 of the Agreement.

APPENDIX D

ELECTION, WAIVER AND RELEASE

_____ received written notice regarding the Chief of Police's Decision to Discipline me on _____.

I hereby make the following selection by placing an "X" on my choice of forums to contest this discipline:

_____ **I will proceed to grievance arbitration.** I hereby acknowledge that I understand that my choice of grievance arbitration serves as an irrevocable waiver of any and all rights to have the appeal heard through the Board of Fire and Police Commission.

_____ **I want to proceed to the Board of Fire and Police Commissioners.** I hereby acknowledge that I understand that my choice of the Board of Fire and Police Commission serves as an irrevocable waiver of any and all rights to have the appeal heard through grievance arbitration.

I further understand that I must notify the City of my choice in writing within five (5) calendar days after receipt of the Decision to Discipline. If I fail to select the forum for hearing on the discipline within 7 calendar days, I have waived all rights to contest the discipline.

Officer

Date

Arbitration Notice

The Union hereby provides Intent to Arbitrate this disciplinary case, pursuant to Article 23 of the collective bargaining agreement, within 7 calendar days of the officer's receipt of the Decision to Discipline.

Union Representative

Date