

AGREEMENT BETWEEN
THE CITY OF PROSPECT HEIGHTS, ILLINOIS
AND
METROPOLITAN ALLIANCE OF POLICE,
PROSPECT HEIGHTS POLICE CHAPTER 252

2025-2029

TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE.....	1
ARTICLE I RECOGNITION.....	2
Section 1.1. Recognition.....	2
Section 1.2. Representation Time.....	2
ARTICLE II MANAGEMENT.....	3
Section 2.1. Management Rights.....	3
Section 2.2. Authority of the Board of Fire and Police Commissioners.....	3
Section 2.3. Work Rules and Regulations.....	3
ARTICLE III PROBATIONARY PERIOD.....	5
Section 3.1. Probationary Period.....	5
ARTICLE IV CHAPTER RIGHTS.....	6
Section 4.1. Dues Checkoff.....	6
Section 4.2. Indemnification.....	6
Section 4.3. Bulletin Board.....	6
ARTICLE V NO STRIKE AND NO LOCKOUT.....	7
Section 5.1. No Strike.....	7
Section 5.2. No Lockout.....	7
ARTICLE VI GRIEVANCE PROCEDURE.....	8
Section 6.1. Definition.....	8
Section 6.2. Procedure.....	8
Section 6.3. Arbitration.....	9
Section 6.4. Arbitrator’s Authority.....	9
Section 6.5. Time Limits.....	9
Section 6.6. Decision and Fee.....	9
Section 6.7. Method of Determination.....	10
Section 6.8. Chapter Grievances and Rights.....	10
Section 6.9. Grieving Suspensions in Excess of Five (5) Calendar Days or Discharges.....	10
Section 6.10. Miscellaneous.....	11
ARTICLE VII LABOR-MANAGEMENT COMMITTEE.....	12
Section 7.1. Labor-Management Committee.....	12
ARTICLE VIII HOURS OF WORK AND OVERTIME.....	13
Section 8.1. Application of Article.....	13
Section 8.2. Workday and Shift.....	13
Section 8.3. Overtime Pay.....	13
Section 8.4. Overtime Assignments.....	13
Section 8.5. Court Time.....	14
Section 8.6. Call-Back Pay.....	14
Section 8.7. Shift Trades.....	15
Section 8.8. Compensatory Time.....	15
Section 8.9. Extra Duty Details.....	15
Section 8.10. No Pyramiding.....	16
Section 8.11. Minimum Staffing.....	16
ARTICLE IX VACATIONS.....	17
Section 9.1. Eligibility and Allowances.....	17
Section 9.2. Vacation Pay.....	17
Section 9.3. Scheduling.....	17
Section 9.4. Vacation Carryover.....	19
Section 9.5. Vacation Pay Upon Termination.....	19
Section 9.6. City Emergency.....	19
ARTICLE X HOLIDAYS.....	20
Section 10.1. Holiday Compensation.....	20
Section 10.2. Buyback of Unused Holiday Hours.....	20

ARTICLE XI INSURANCE	21
Section 11.1. Coverage.....	21
Section 11.2. Cost Containment.....	21
Section 11.3. Terms of Insurance Policies to Govern.....	21
Section 11.4. Cost of Medical and Dental Insurance.....	21
Section 11.5. Flex Program.....	22
Section 11.6. Life Insurance.....	22
ARTICLE XII SICK LEAVE.....	23
Section 12.1. Sick Leave.....	23
Section 12.2. Notification of Sick Leave Use.....	23
Section 12.3. Verification of Sick Leave.....	23
Section 12.4. Sick Leave Buy Back.....	24
ARTICLE XIII OTHER LEAVES OF ABSENCE.....	26
Section 13.1. Jury Duty.....	26
Section 13.2. Funeral Leave.....	26
Section 13.3. Military Service.....	26
Section 13.4. Discretionary Leaves.....	26
Section 13.5. Benefits While on Leave.....	26
Section 13.6. Non-Employment Elsewhere.....	27
Section 13.7. Family and Medical Leave Act.....	27
Section 13.8. Witness Leave.....	27
ARTICLE XIV SENIORITY	28
Section 14.1. Seniority.....	28
Section 14.2. Layoffs.....	28
Section 14.3. Recall.....	28
Section 14.4. Posting of Seniority List.....	28
Section 14.5. Termination of Seniority.....	28
ARTICLE XV DRUG TESTING.....	30
Section 15.1. Drug Testing.....	30
ARTICLE XVI WAGES	31
Section 16.1. Wage Schedule.....	31
Section 16.2. Longevity.....	31
Section 16.3. Corporal Pay.....	31
Section 16.4. Field Training Officer Pay.....	31
Section 16.5. Specialty Pay.....	31
Section 16.6. Officer in Charge.....	32
ARTICLE XVII UNIFORM AND EXPENSE REIMBURSEMENT.....	33
Section 17.1. Quartermaster System.....	33
Section 17.2. Reimbursement for Destruction of Personal Property.....	33
Section 17.3. Reimbursement for Expenses.....	33
Section 17.4. Tuition Reimbursement for Mandatory Training.....	33
Section 17.5. Tuition Reimbursement.....	33
ARTICLE XVIII MISCELLANEOUS PROVISIONS	35
Section 18.1. Ratification and Amendment.....	35
Section 18.2. Gender.....	35
Section 18.3. Americans with Disabilities Act.....	35
Section 18.4. Solicitation.....	35
Section 18.5. Impasse Resolution.....	35
Section 18.6. Application of Agreement to MEG Unit and Other Special Assignment Employees.....	35
Section 18.7. Fitness for Duty.....	36
Section 18.8. Outside Employment.....	36
Section 18.9. In-Service Training.....	36
ARTICLE XIX STATUTORY RIGHTS	38
Section 19.1. Bill of Rights.....	38
Section 19.2. Non-Discrimination.....	38
ARTICLE XX SAVINGS CLAUSE.....	39
Section 20.1. Savings Clause.....	39

ARTICLE XXI ENTIRE AGREEMENT 40
 Section 21.1. Entire Agreement 40
ARTICLE XXII DURATION AND TERMINATION 41
 Section 22.1. Termination in 2029 41
APPENDIX A WAGE SCHEDULES 42
APPENDIX B ALTERNATIVE IMPASSE RESOLUTION PROCEDURE 43
APPENDIX B SIDE LETTER OF AGREEMENT BETWEEN THE METROPOLITAN ALLIANCE OF POLICE,
 CHAPTER #252 AND THE CITY OF PROSPECT HEIGHTS 44

PREAMBLE

THIS AGREEMENT, entered into by the City of Prospect Heights, Illinois (hereinafter referred to as the “City” or the “Employer”) and the METROPOLITAN ALLIANCE OF POLICE, Prospect Heights Police Chapter #252 (hereinafter referred to as the “Chapter”) is in recognition of the Chapter’s status as the representative of certain of the City’s full-time sworn peace officers and has as its intent to set forth the parties’ entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the City; to encourage and improve efficiency and productivity; to maintain the highest standards of personal integrity and conduct at all times; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

THEREFORE, in consideration of the mutual promises and agreements contained in this Agreement, the City and the Chapter do mutually promise and agree as follows:

ARTICLE I
RECOGNITION

Section 1.1. Recognition. The City recognizes the Chapter as the sole and exclusive collective bargaining representative for all full-time sworn patrol officers below the rank of sergeant employed by the City (hereinafter referred to as “officers” or “employees”), but excluding all sworn peace officers in the rank of sergeant or above, any employees excluded from the definition of “peace officer” as defined in Section 3(k) of the Illinois Public Labor Relations Act, and all other supervisory, managerial and confidential employees as defined by the Act, as amended, and all other employees of the Department and City.

Unless the context clearly indicates otherwise, the terms “police officer,” “officer,” and “employee” shall refer exclusively to members of the above-described bargaining unit.

Section 1.2. Representation Time. If a police officer attends a scheduled meeting between the City and MAP as a representative of MAP pursuant to the provisions of this Agreement during his/her regularly scheduled hours of work (e.g., grievance meetings pursuant to Article VI and Labor-Management Committee meetings pursuant to Article VII), the officer shall suffer no loss of pay because of such attendance, provided that the City must have agreed to hold the meeting at such time. The provisions of this Section shall only apply to regularly scheduled hours of work and shall not cover overtime, extra duty details, etc. MAP recognizes the essential need to minimize lost work time and to avoid interference with the operations of the Department.

ARTICLE II MANAGEMENT

Section 2.1. Management Rights. Except as expressly limited by the express provisions of this Agreement, and subject to the powers of the Prospects Heights Fire and Police Commission, the City retains all traditional rights to manage and direct the affairs of the City 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: to establish, plan, direct, control and determine the budget and all the operations, services, policies and missions of the City; to supervise and direct the working forces; to determine the qualifications for employment and job positions and to employ employees; to determine examinations and examination techniques, and to conduct examinations; to determine policies affecting the training of employees; to schedule and assign work, to transfer and reassign employees; to establish work, performance and productivity standards and, from time to time, to change those standards; to assign overtime; to purchase goods and services; to determine the methods, means, organization and number of personnel by which departmental services shall be provided or purchased; to make, alter and enforce rules, regulations, orders and policies; to evaluate, promote or demote 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/or discharge nonprobationary employees for just cause in accordance with the applicable provisions of the Illinois Municipal Code (probationary employees without cause); to change or eliminate existing equipment or facilities and to introduce new equipment or facilities; to subcontract work; to establish, change, add to or reduce the number of hours, shifts, tours of duty and schedules to be worked; and to relieve or lay off employees. The City shall also have the right to take any and all actions as may be necessary to carry out the mission of the City and the Police Department in the event of civil emergency as may be declared by the Mayor, the City Administrator, Police Chief or their authorized designees, which may include, but are not limited to, riots, civil disorders, tornado conditions, floods or other catastrophes or financial or other emergencies, and to suspend the terms of this Agreement during such civil emergency.

Section 2.2. Authority of the Board of Fire and Police Commissioners. This Agreement is not intended and shall not be construed to diminish or modify the statutory authority of the Prospect Heights Board of Fire and Police Commissioners and the parties hereto expressly recognize the exclusive authority of the Board with respect to hiring, promotion, demotion, discipline, and discharge of Police Officers.

Section 2.3. Work Rules and Regulations. The City may adopt, change or modify work rules deemed necessary to maintain or improve professional and efficient Department operations. Whenever the City changes rules or issues new rules applicable to employees that are in the form of General Orders, the Chapter will be given at least five (5) days' prior notice, absent emergency or legal considerations, before the effective date of the work rules in order that the Chapter may discuss such rules with the Chief of Police or the Chief's designee within that five (5) day period before they become effective if the Chapter so requests.

Each officer shall continue to receive copies of Departmental rules and standard operating

procedures. Absent emergency or legal considerations, any changes in Departmental rules and standard operating procedures shall be made available to officers before their implementation.

Section 2.4 Use of GPS/Electronic Data for Discipline. Global Positioning System data or other electronic data shall not be used as the sole basis for implementing or investigating alleged misconduct by any bargaining unit member covered by the current Collective Bargaining Agreement between the parties.

ARTICLE III
PROBATIONARY PERIOD

Section 3.1. Probationary Period. The probationary period shall be eighteen (18) months in duration from the date of employment, or such other shorter period of time as may be established from time to time by City's Board of Fire and Police Commissioners for some or all new employees. The probationary period may be extended by the City for good cause for a period not to exceed an additional six (6) months. Time absent from duty in excess of thirty (30) calendar days annually shall not apply towards satisfaction of the probationary period. 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.

While probationary employees shall have no seniority, upon successful completion of their probationary period, their seniority shall date back to their last date of employment. Except as provided in this Section, probationary employees shall be covered by the other applicable provisions of this Agreement.

ARTICLE IV
CHAPTER RIGHTS

Section 4.1. Dues Checkoff.

Dues Deduction. During the term of this Agreement the Employer will deduct from each employee's first paycheck each month the uniform, regular Metropolitan Alliance of Police dues for each employee in the bargaining unit who has filed with the Employer a lawfully written authorization form. The City shall remit such deductions monthly to the Illinois Metropolitan Alliance of Police at the address designated by the Chapter.

The actual dues amount deducted, as determined by the Metropolitan Alliance of Police, shall be uniform for each employee in order to ease the Employer's burden in administering this provision.

If any employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Metropolitan Alliance of Police shall be responsible for collection of dues. The Metropolitan Alliance of Police agrees to refund to the employee any amounts paid to the Metropolitan Alliance of Police in error on account of this dues deduction provision.

Section 4.2. Indemnification. The Chapter and the Metropolitan Alliance of Police shall indemnify, defend and hold harmless the City and its officials, representatives and agents 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 provided the City does not initiate or prosecute any claim or demands. If an improper deduction is made, the Chapter shall refund directly to the employee(s) any such amount.

Section 4.3. Bulletin Board. The City will make available bulletin board space available in or proximate to the squad room for the posting of official Chapter notices and information of a non-political and non-inflammatory nature. The Chapter will limit the posting of Chapter notices to said bulletin board.

ARTICLE V
NO STRIKE AND NO LOCKOUT

Section 5.1. No Strike. MAP agrees on behalf of itself and the Police Officers that neither it nor they will, singly or in concert, engage in, induce, call, authorize, support, promote, condone or participate in any strike, sympathy strike, work stoppage, intentional withholding of services, picketing of City offices, slow-down, sit-in, “blue-flu,” “ticket blitz,” or intentional refusal to work at any time for any reason.

Section 5.2. No Lockout. The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Chapter.

ARTICLE VI GRIEVANCE PROCEDURE

Section 6.1. Definition. A “grievance” is defined as a dispute or difference of opinion concerning the interpretation or application of the express provisions of this Agreement raised by an employee (or by the Chapter pursuant to Section 6.8 of this Agreement) against the City involving an alleged violation or misapplication of an express provision of this Agreement, but shall exclude any dispute or difference of opinion concerning a suspension, removal, or discharge of an employee or other action which is subject to the jurisdiction of the Board of Fire and Police Commissioners of the City, except as otherwise provided in Section 6.9 of this Agreement.

Section 6.2. Procedure. The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

Step 1: Any employee who has a grievance shall submit the grievance in writing to the employee’s immediate supervisor. The grievance shall contain a full statement of all relevant facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. To be timely, the grievance must be presented no later than seven (7) calendar days after the act, event or commencement of the condition which is the basis of the grievance or seven (7) calendar days after the employee, through the use of reasonable diligence, should have had knowledge of the act, event or commencement of the condition which is the basis of the grievance. The supervisor shall respond to the grievance in writing within seven (7) calendar days.

Step 2: If the grievance is not satisfactorily settled in Step 1, it may be appealed in writing to the Deputy Chief, or the Deputy Chief’s designee, within seven (7) calendar days after a decision was rendered by the immediate supervisor in Step 1. Within seven (7) calendar days after presentation of the written grievance to the Deputy Chief, the Deputy Chief or the Deputy Chief’s designee shall provide a written response.

Step 3: If the grievance is not settled at Step 2, the written grievance shall be presented by the employee or by the Chapter representative to the Chief of Police, or the Chief’s designee, no later than seven (7) calendar days after the date of the response of the Deputy Chief, or the Deputy Chief’s designee. The Chief of Police, or the Chief’s designee, may meet with the employee and/or the Chapter representative in an effort to resolve the grievance within seven (7) calendar days after the Chief, or the Chief’s designee, receives the grievance. The Chief, or the Chief’s designee, shall reply to the grievance within seven (7) calendar days after the date of the meeting, or, if there is no meeting, within ten (10) calendar days after the written grievance was received by the Chief, or the Chief’s designee.

Step 4: If the grievance is not settled in Step 3, the written grievance shall be presented by the Chapter representative to the City Administrator, or the Administrator’s designee, not later than seven (7) calendar days after the Chief of Police, or the Chief’s

designee, replies to the grievance. The City Administrator or the Administrator's designee shall make such investigation of the facts and circumstances as the Administrator, or the Administrator's designee, deems necessary, and may meet with the employee and/or the Chapter representative. The City Administrator or the Administrator's designee will give a written answer to the grievance within ten (10) calendar days after the date of the meeting, or if there is no meeting, within fourteen (14) calendar days after the date the grievance was received by the Administrator, or the Administrator's designee.

Section 6.3. Arbitration. A grievance not settled in Step 4 may be appealed by the Chapter to arbitration by serving on the City its written notice of the appeal, not later than fifteen (15) calendar days after the date of the reply of the City Administrator or the City Administrator's designee, a written request to arbitrate, setting forth specifically the issue or issues to be arbitrated. If the parties fail to agree within fifteen (15) days after receipt of the written request to arbitrate upon an arbitrator to hear the grievance, they shall request the Federal Mediation and Conciliation Service to submit a panel of seven (7) proposed arbitrators. The parties agree to request the FMCS to limit the panel to members of the National Academy of Arbitrators who reside in Illinois, Wisconsin or Indiana. Each party may strike one (1) panel in its entirety and request that a new panel be submitted. The parties shall select the arbitrator by alternately striking a name until one (1) name remains, who shall be the arbitrator. The party requesting arbitration shall strike the first name.

Section 6.4. Arbitrator's Authority. The arbitrator shall consider and decide only the specific issue(s) submitted to him. The arbitrator shall have no power or authority to render a decision (1) contrary to the express provisions of this Agreement or (2) restricting, limiting or interfering in any manner with the powers, duties or responsibilities granted to or imposed on the City or the City Fire and Police Commission under this Agreement, applicable law or public policy. The arbitrator shall not have the power to amend, delete, ignore, add to or change in any way any of the terms of this Agreement or to impair, minimize or reduce any of the rights reserved to management under the terms of Article II or other terms of this Agreement, either directly or indirectly, nor shall the arbitrator have the power to substitute the arbitrator's discretion for that of management. In addition, the arbitrator shall have no authority to impose upon any party any obligation not provided for explicitly in this Agreement, or to issue any decision or propose any remedy which is retroactive beyond the period specified in Step 1 of this grievance procedure. Any decision or award of the arbitrator rendered within the limitations of this Section 6.4 shall be binding upon the Chapter, the employee, and the City.

Section 6.5. Time Limits. If a decision is not rendered by the City within the time limits provided for in this grievance procedure, the aggrieved employee, or the Chapter, may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step as provided above. If at any step the aggrieved employee or the Chapter does not submit the grievance or appeal the City's decision in the manner and time limits provided for in the grievance procedure, the grievance shall be considered settled on the basis of the last decision of the City without any further appeal or reconsideration. The time limits at any level of the grievance procedure may be extended by mutual written agreement between the Chapter and the City.

Section 6.6. Decision and Fee. The decision of the arbitrator, within the limits prescribed

in this Article VI, shall be binding on all parties to the grievance, including the City, the Chapter, and the aggrieved employee. The fee and expenses of the arbitrator shall be borne equally by the City and the Chapter; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 6.7. Method of Determination. It is understood these grievance and arbitration procedures shall not apply to any matter as to which the City is without authority to act and that the filing and pendency of any grievance shall not preclude the City from taking the action or continuing to follow the course complained of which is the subject of the grievance. There shall be no suspension or interference with work because of any grievance or any incident which is or could have been the subject of a grievance.

Section 6.8. Chapter Grievances and Rights. If the Chapter believes that the City has violated a specific provision of this Agreement that concerns a specific Chapter right (e.g., dues checkoff, Bulletin Board, etc.), the Chapter may file a grievance on its own behalf in accordance with provisions set forth in this Article.

No settlement or agreement shall be binding on the Chapter unless the Chapter has had the opportunity to be present and agree to such settlement. It is acknowledged that the Chapter has the right to exercise its discretion to refuse to process an employee's unmeritorious grievance.

Section 6.9. Grieving Suspensions in Excess of Five (5) Calendar Days or Discharges. The parties recognize that the Police Chief and the Board of Fire and Police Commissioners of the City of Prospect Heights ("Board") have certain statutory authority over employees covered by this agreement as defined by the Illinois Municipal Code, 65 ILCS 5/10.2-1 et seq. The terms of this article are nevertheless intended to supplement the authority of the Police Chief and the Board by providing non-probationary employees with the right to choose between having a dispute as to suspension in excess of five (5) calendar days or discharge action resolved through a hearing before an arbitrator selected according to the grievance/arbitration procedure of this agreement or by hearing conducted by the Board. In accordance with Section 15(b) and (c) of the IPLRA, 5 ILCS 315/15(b)(c), in the event any conflicts between this procedure and the City ordinance or Board rules, the provisions of this Agreement shall take precedence.

A grievance may be filed contesting whether just cause exists for such suspension in excess of five (5) calendar days or discharge action according to the following procedure:

1. At the time that the Police Chief files charges with the Board, he shall notify the affected employee and the Union of such action.
2. The employee may then file a grievance contesting the just cause of the disciplinary action. Such grievance shall be filed within the time limits provided by Article VI, Section 6.2, Step 1, but shall be initially filed at the arbitration step. The option to proceed to arbitration or to the Board are mutually exclusive and no relief shall be available under the grievance and arbitration procedure with respect to any matter which, at the employee's option, is appealed to the Board and no relief shall be available under the Board with respect to any matter which, at the employee's option (with the Union's approval) is appealed to the grievance and arbitration

procedure.

3. If a grievance is filed, it may be referred to arbitration in accordance with the provisions of Article VI, Section 6.3.
4. If the grievance is referred to arbitration by the Union, the following conditions shall apply:
 - a. The notice to refer the disciplinary grievance to arbitration shall be signed by the Union's designated representative and shall also contain a signed statement from the affected employee waiving any and all rights he/she may have to a hearing before the Board or to appeal the Board's actions on the charges to the courts pursuant to the Administrative Review Act.
 - b. Upon receipt of such notice referring the grievance to arbitration, the Board shall issue an order implementing the Police Chief's recommendation for suspension in excess of five (5) calendar days or discharge within ten (10) days of the filing of the Union's notice of referral to arbitration without further hearing. If the Board fails to act within such period, it shall be deemed to have issued a decision upholding the charges and recommended discipline as filed by the Police Chief. In either event, the grievance as to whether such Board action is supported by just cause shall be heard before an impartial arbitrator as provided in Section 6.3 of the grievance procedure (Article VI) unless the grievance is settled upon terms acceptable to the Union, and the City.
5. If no grievance is filed or the Union does not refer the grievance to arbitration, the charges shall proceed to a hearing and a determination shall be made by the Board.

Section 6.10. Miscellaneous. No member of the bargaining unit shall have any authority to respond on behalf of the City to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the City unless and until the City has agreed thereto in writing.

ARTICLE VII
LABOR-MANAGEMENT COMMITTEE

Section 7.1. Labor-Management Committee. At the request of either party, the designated Chapter Representative and the Police Chief or their designees shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations. The designated Chapter Representative may invite other bargaining unit members (not to exceed two) to attend such meetings. The Police Chief may invite other City representatives (not to exceed two) to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least seven (7) days prior to the date of the meeting. Employees scheduled to work will notify the Police Chief prior to their attendance at a meeting and if such attendance is approved, the employee will be permitted to attend the meeting during his regular hours of work with no loss of pay.

A Labor-Management Committee meeting shall not be used for the purpose of discussing any matter that is being processed pursuant to the grievance procedure set forth in this Agreement or for the purpose of seeking to negotiate changes or additions to this Agreement.

ARTICLE VIII
HOURS OF WORK AND OVERTIME

Section 8.1. Application of Article. This Article is intended only as a basis of calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day, week, tour of duty, work period or year.

Section 8.2. Workday and Shift. Except as provided elsewhere in this Agreement or otherwise established by the City from time to time, the normal workday of officers other than non-patrol officer(s) shall be twelve (12) hours. The normal workday for non-patrol officer(s) shall be eight (8) hours.

The shifts, workdays and hours to which employees are assigned shall be based upon the fourteen (14) day departmental shift schedule. Officers other than non-patrol officer(s) shall normally work seven (7) shifts in the fourteen (14) day tour of duty (i.e., seven 12-hour shifts) and the non-patrol officer(s) shall normally work ten (10) shifts in the fourteen (14) day tour of duty (i.e. ten 8-hour shifts). During each 28-day work period, employees working twelve (12) hour shifts will select time off, (“Kelly Time”), which shall be approved by the Chief or his designee. Within a six-week period, the officer shall accumulate 12 hours and be permitted to take an additional day off. In the event of a scheduling conflict where such time off is unable to be scheduled, then the effected officer shall be compensated for the twelve (12) hours at the applicable overtime rate.

Notwithstanding anything to the contrary in this Article or Agreement, the City shall have the right to determine the schedule for the hours and shifts to be worked per day, per week and per work period. The hours, shifts, tours of duty and work schedule may be changed from time to time to meet varying conditions of the Department. However, the City must provide written notice at least forty-eight (48) hours in advance of any change in scheduled hours or shifts.

Section 8.3. Overtime Pay. Hours worked beyond eighty (80) hours in an employee’s fourteen (14) day tour of duty will be paid on the basis of one and one-half (1-1/2) times the employee’s regular straight-time hourly rate of pay. Officers may not refuse overtime assignments. For the purposes of overtime compensation, “hours worked” shall include all hours actually worked (excluding extra duty details), and all authorized paid leave time.

Section 8.4. Overtime Assignments. Overtime assignments of which the employer is aware at least two (2) days in advance (“scheduled overtime”) shall be offered by seniority to all covered officers scheduled off-duty for the shift at issue. Scheduled overtime assignments shall be posted at least one (1) week in advance, whenever practicable. Scheduled overtime assignments shall not be made until all affected officers have worked at least one shift following the posting of the overtime assignment. Scheduled overtime assignments shall be filled pursuant to sworn rank (e.g., patrol officers shall be offered overtime created by a patrol vacancy first, sergeants shall be offered overtime created by a sergeant vacancy).

All other overtime assignments (“non-scheduled overtime”) shall be offered by rotating seniority to all officers scheduled off-duty for the shift at issue, non-scheduled overtime shall be offered to sworn, full-time officers prior to being offered to any other employee. Should no officer

volunteer for the assignment, the Chief of Police or his designee shall order officers to work said shift by rotating reverse seniority.

Section 8.5. Court Time. Effective upon ratification of this Agreement by both parties, an employee who is required to make court appearances on behalf of the City during the employee's off-duty hours will receive pay for all hours worked at the rate of one and one-half (1-1/2) times the employee's regular hourly rate-with a minimum guarantee of three (3) hours. The minimum guarantee shall not apply if court time continuously precedes or follows an employee's regularly scheduled working hours, in which case the employee will be paid only for actual hours worked.

NOTE:

- a. Officers required to attend authorized court or pre-trial conferences within one (1) hour immediately preceding their normal tour of duty will be compensated at the overtime rate for one (1) hour.
- b. Officers required to attend authorized court or pre-trial conferences commencing during their tour of duty and extending beyond the normal tour of duty will be compensated at the overtime rate on the basis of completed 15-minute segments for the overtime worked. The overtime will be computed from the end of the normal tour of duty to the sign out time at court or at the conclusion of the pre-trial conference.

Officers required to attend more than one authorized court or pre-trial conference on the same day will be compensated at the rate of time and one-half (i.e., the overtime rate) in the following manner:

- a. When time between court appearances exceeds two and one-half (2 ½) hours (sign out time from the first court to sign in time at the next court), a minimum of two and one-half (2 ½) hours will be credited for each court appearance.
- b. When the time between court appearances is two and one-half hours (2 ½) hours or less, overtime will be computed on the basis of completed 15-minute segments for the total time between sign-in time at the first court to sign out time at the last court. A minimum of two and one-half (2 ½) will be credited when the total time is two and one-half (2 ½) hours or less.
- c. A separate overtime/compensatory time report for each court appearance is required. The submitted officer will insert, in the explanation section, the words "multiple court appearances" and indicate the court branch in which the officer appeared.

Section 8.6. Call-Back Pay. A call-back is defined as an official assignment of work which does not continuously precede or follow an officer's scheduled working hours and involves the officer returning to work after the officer has worked a shift. A call-back shall be compensated at one and one-half (1-1/2) times an employee's regular straight-time hourly rate of pay for all

hours worked on call-back, with a two (2) hour minimum, except that if the employee is called back to rectify the employee's own error, such call-back time shall be paid at straight-time rates and shall not be counted toward overtime hours under Section 5.3. This Section shall not be applicable to scheduled overtime.

Section 8.7. Shift Trades. Covered officers may trade or switch duty assignments with the advance written approval of the officers' immediate supervisor. Officers wishing to effect a trade must submit a written request therefore. All trades/switches must be completed within forty-two (42) days of the initial trade/switch.

Section 8.8. Compensatory Time. An employee shall have the option of accruing up to a maximum of eighty (80) hours of compensatory time in lieu of overtime pay. While employee wishes will be considered, the scheduling of compensatory time shall be subject to the paramount needs of the Department as determined by the employee's immediate supervisor (Shift Sergeant). Requests to use compensatory time shall not be unreasonably denied. If the use of compensatory time results in a hireback at the overtime rate, then compensatory time shall be deducted at the overtime rate. Accrued compensatory time shall, if practicable, be used within the same fiscal year in which it has been accrued. No more than eighty (80) hours shall be carried over to the next calendar year. Any unused compensatory time that an employee has at time of separation from City employment (including retirement) shall be paid off at the employee's straight-time hourly rate of pay as of the employee's last day of employment. Whenever an employee has reached the maximum of eighty (80) hours of compensatory time, he/she shall be paid overtime at the applicable rate specified in this Article for all overtime hours worked.

Section 8.9. Extra Duty Details. "Extra duty details" are defined as work by an officer on behalf of a governmental unit other than the City (excluding special assignments to the MEG or other special units governed by Section 18.7), a private business, or person through the City that is subject to City regulations.

Procedure for Offering and Assigning Extra Duty Detail

At least three (3) days prior to the detail(s), extra duty detail(s) shall be simultaneously offered through electronic notification to all bargaining unit members, excluding part-time officers. No bargaining unit member may volunteer for the extra duty detail until 1800 hours on the following calendar day. At 1800 hours, on the calendar day following electronic notification, officers will be assigned on a "first come, first serve" basis.

An officer may only volunteer for one (1) extra duty detail within a (24) hour period beginning from the date and time the bargaining unit member is assigned to the extra detail. (E.g.- if an officer volunteers for an extra duty detail on day 1, then the officer must wait (24) hours before volunteering for the same "type" of detail). The (24) hour waiting period shall apply to each separate distribution of extra duty detail assignments of the same type. For example, if extra duty details of "type A" (e.g.- all PABCOR details would be considered of the same type) are offered on day 1, an officer may volunteer for one "type A" detail. However, the officer will be required to wait (24) hours before volunteering for additional "type A" assignment. Nonetheless, nothing precludes the officer from volunteering for a different "type" of detail, subject to the (24) hour waiting period.

In the event the (24) hour waiting period (beginning at 1800 hours of the calendar day following notification) has passed and assignments of the same type in the originally distributed correspondence remain available, the officer may volunteer without restriction.

If the extra duty detail does not permit the (24) hour waiting period (e.g.- short notice request for venue security), administration may offer the assignment by rotating seniority to any officer scheduled off-duty during the time of the assignment.

In the event no officer volunteers to cover extra duty detail(s), then officer(s) shall be assigned on a rotating basis. The rotation shall start with the least senior qualified officer. Any errors made in the distribution of extra duty details shall be corrected exclusively by preferential distribution of future opportunities. Should the employee decline or is not available for the next extra duty detail, the employee shall have first preference for the next following extra duty detail. Should the employee not be available for either of the makeup assignments, he/she shall be returned to the detail rotation list as provided in this Section.

The Chapter and the City agree that this procedure for offering and assigning Extra Duty Detail is specifically excluded from this Agreement's Grievance Arbitration Article VI.

Work on extra duty details shall be compensated at one and one-half the officers regular straight time hourly rate of pay; provided, however, such work shall be construed as work performed for the person or entity that requests it and not as work for the City and, as a result, such work shall not be counted as hours worked in determining an officer's eligibility for overtime pay. The Chapter acknowledges that all funds received as compensation for extra duty details come from the persons or entities that make arrangements with the City for the provision of the services performed on such extra duty details.

In all cases, an officer's first and primary responsibility is the proper, efficient discharge of his/her police duties and performance of extra duty will not be permitted to interfere with such duties.

Section 8.10. No Pyramiding. Compensation or compensatory time shall not be paid more than once for the same hours under any provision of this Article or Agreement. Officers may work on a Kelly Day for Extra Duty Details and scheduled overtime.

Section 8.11. Minimum Staffing. The City and the Union mutually understand and agree that protecting the health, safety, and welfare of the citizens of the City is of prime importance. To promote this important concern, the City shall maintain a minimum staffing level within the Department of 18 full-time sworn officers, including the Chief, the Commanders and any other sworn members of Police Management. The City, acting through the Police Chief, shall determine the appropriate staffing levels for each shift consistent with considerations of safety.

If minimum staffing falls below 18 full-time sworn officers, the City must hire new full-time sworn officers to reach the minimum staffing level of 18 for the Department within 120 days of falling below 18 sworn officers.

ARTICLE IX
VACATIONS

Section 9.1. Eligibility and Allowances. All employees shall be eligible to use paid vacation after completion of their probationary period. Employees shall start to earn vacation time as of their date of hire. Vacation time shall be earned each pay period in which the employee is on the active payroll, based on the following schedule:

Length of Continuous Active Service	Hours Earned Per Year
1 to 5 years	80 hours
6 years to 10 years	120 hours
11 years	128 hours
12 years	136 hours
13 years	144 hours
14 years	152 hours
15 to 20 years	160 hours
21 years to 24 years	200 hours
25 years and up	240 hours

Section 9.2. 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 during the period of time that the employee is on vacation.

Section 9.3. Scheduling. Vacation hours accrued at the end of each pay period are available for use by the covered employee. After satisfactory completion of the probationary period, new officers may schedule vacation accrued during the probationary period.

Vacations shall be scheduled one time per year by shift during November prior to the calendar year for which vacations are being selected. Each officers will submit a written request for either the officer's full vacation (i.e., one block of consecutive days) or for two equal segments (i.e., two equal blocks of consecutive days). All vacation picks shall be made by seniority within shift. Should an officer opt to split his/her annual vacation into equal segments, said officer must indicate which segment is his/her "first split" choice. When all full and first split vacation requests have been determined, second split segments will be determined for all officers opting to split their vacation.

It is expressly understood that the final right to designate vacation periods and the maximum number of employee(s) who may be on vacation at any one time is exclusively reserved by the City in order to insure the orderly performance of the police services provided by the City. Should an officer's schedule be changed due to reassignment, any previously scheduled vacation

shall be honored by the department.

Section 9.4. Vacation Carryover. No more than 100 hours of vacation time may be carried over from one year to the next.

Section 9.5. Vacation Pay Upon Termination. Upon termination of employment, officers will be paid for accrued but unused vacation hours.

Section 9.6. City Emergency. In the case of an emergency, such as but not limited to riot, civil or natural disaster, presidential visit, extreme illness and the like, the Mayor, the City Administrator or the Police Chief or their designees, may cancel and reschedule any or all approved vacation leaves in advance of their being taken, and/or recall any police officer from vacation in progress.

ARTICLE X HOLIDAYS

Section 10.1. Holiday Compensation. In lieu of the holidays and personal days, officers shall be advanced at the start of the calendar year ninety-six (96) hours off without loss of pay for use during the calendar year (pro rata if employed for less than a full calendar year, i.e., the number of hours off shall be based on the number of City holidays (each equal to 8 hours) falling during the time so employed). Such days off shall be scheduled in accordance with existing policy as either additional vacation days and/or days off within a 14-day tour of duty. If an officer leaves the City's employ for any reason prior to the end of the calendar year and the officer has used more than the pro rata number of holiday hours, his/her final paycheck shall be adjusted accordingly.

In addition, effective after ratification of this Agreement by both parties, if an employee is assigned to work a shift that starts on Memorial Day, July 4, Labor Day, Thanksgiving, Christmas, or New Year's Day, as part of his regularly scheduled shift assignment and the employee works the full shift, the employee will receive six (6) hours of additional pay for working that shift; provided, however, if it is an eight (8) hour shift that is worked, the employee will receive four (4) hours of additional pay. If an employee is assigned to work the night shift that starts on the day before Memorial Day, July 4, Labor Day, Thanksgiving Day, Christmas Day or New Year's Day, as part of his/her regularly scheduled shift assignment, and the employee works the full shift, the employee will receive three (3) hours of additional pay for working that shift.

Effective after ratification of this Agreement by both parties, if an employee is forced back to work a shift that starts on Memorial Day, July 4, Labor Day, Thanksgiving, Christmas, or New Year's Day, that officer will be paid at two and one-half (2.5) their straight base rate of pay.

Section 10.2. Buyback of Unused Holiday Hours. Up to sixty (60) hours of unused holiday hours may be carried over to the next year from the previous year and may be scheduled off as set forth in Article 10.1 or paid, at an employee's request, prior to November 1 of the following year at the straight-time hourly rate at which the employee originally earned the holiday hours. Any unused holiday hours carried over from the previous calendar year that are not converted into pay as provided herein or scheduled as time off during the current calendar year shall be forfeited. Any such payment will be issued on a separate check from the standard payroll.

ARTICLE XI
INSURANCE

Section 11.1. Coverage. The City shall continue to make available to all covered employees and their dependents substantially similar group health insurance benefits and hospitalization insurance, group-dental benefits and life insurance coverage as those offered to non-union City employees. The City reserves the right to self-insure or utilize group insurance carriers, so long as any change in insurance carrier provides for benefits substantially similar to those in effect at the time of the execution of this Agreement.

In addition, covered officers shall continue to receive dental and vision coverage equal to that received during the term of the prior Agreement.

Section 11.2. Cost Containment. The City reserves the right to institute cost containment measures relative to insurance coverage, so long as the benefits provided to covered officers are not reduced or adversely affected. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admission except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 11.3. Terms of Insurance Policies to Govern. The extent of coverage under the both HMO and PPO insurance plan documents referred to in this Agreement shall be governed by the terms and conditions set forth in those policies. Any questions or disputes concerning such insurance documents, or benefits under them, shall be resolved in accordance with the terms and conditions set forth in the policies and shall not be subject to the grievance and arbitration procedures set forth in this Agreement. The failure of any insurance carrier(s) or organization(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the City, nor shall such failure be considered a breach by the City of any obligation under this Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or organization(s) from any liability it may have to the City, City employee or beneficiary of any City employee.

Section 11.4. Cost of Medical and Dental Insurance. Commencing on the date of execution of this Agreement and effective until May 1, 2017, the City will contribute ninety percent (90%) of the designated premium cost of the participation in the City Plan (including HMO and PPO plans and dental plans), and the employee shall contribute ten percent (10%) of the cost for the programs selected. Commencing on the date of execution of this Agreement, employee contribution for participation in the City Plan shall not exceed the following:

HMO Single Coverage and Single Dental	\$ ___ per pay period
PPO Single Coverage and Single Dental	\$ ___ per pay period
HMO Family Coverage and Family Dental	\$ ___ per pay period
PPO Family Coverage and Family Dental	\$ ___ per pay period

Contribution increases shall not occur more than once per contract year, nor may said increase exceed ten percent (10%) of the prior year's contribution amount for any officer. Deductibles for bargaining unit members during the term of this Agreement shall not exceed \$500

per person or \$1,500 per family under the terms of any health plan provided pursuant to this Article.

The City reserves the right to reopen this Agreement to negotiate the terms of medical and dental insurance, including but not limited to the insurance deductibles, for the following reasons: (i) the premium cost of participation in the City Plan increases by 25% or more from the prior year's cost; or (ii) the City's revenue decreases by five hundred thousand dollars (\$500,000) or more in a fiscal year, provided the revenue decrease is the result of actions outside the control of the City. If either of the foregoing events or conditions occurs, the City has sixty (60) days to notify the other party in writing of its intent to reopen this Agreement to negotiate the terms of medical and dental insurance set forth in this Agreement. If the parties are unable to agree on modifications to the cost of medical and dental insurance, the dispute shall be submitted to interest arbitration in accordance with Appendix B.

Section 11.5. Flex Program. All members will have the right to participate in the City's 125 Flex Program.

Section 11.6. Life Insurance. The City will provide term life insurance coverage for affected officers in an amount equal to the officer's annual salary, with a maximum amount of \$50,000.00. Term life insurance coverage commences the first day of the calendar month following the employee's completion of thirty (30) days of service as a police officer.

ARTICLE XII
SICK LEAVE

Section 12.1. Sick Leave. Each employee shall accrue paid sick leave at the rate of eight (8) hours for each full month that an employee is on the active payroll to a maximum accumulation of 1,920 hours.

Sick leave with pay may be used for:

- a. The bona fide illness or disability of the employee (including any pregnancy related disability).
- b. An illness in the employee's immediate family that requires the employee's presence. Immediate family for this purpose is defined as spouse, child, step child, parent, or in-law residing in the same residence with the employee.
- c. Medical appointments for the employee or the employee's child, but only if the Police Chief or designee has approved the request in writing on a Leave Request Card. If at all possible, medical appointments should be scheduled during non-working hours.

In a case of very serious or prolonged illness or for family leave, an employee who uses all accumulated sick leave shall use all accumulated vacation and holiday leave for sick leave purposes before being removed from full-pay status. The time on leave for a prolonged personal illness may not exceed six months, unless an exception is made by the City Administrator. Upon exhaustion of the above benefits, the employee will have the privilege to apply for disability pension benefits.

Sick leave is not considered a benefit that an employee may use at his or her discretion, but is a privilege allowed only to provide income security during the period of limited, bona fide illness. No employee is eligible to use paid sick leave for (1) personal injury incurred during paid, outside employment, and (2) for a work related injury when that injury is covered by Workers Compensation. All outside employment activity that is inconsistent with the purpose of the sick leave must be discontinued while on approved sick leave.

Section 12.2. Notification of Sick Leave Use. In the event an employee is unable to work due to illness, the employee must inform his/her supervisor prior to the start of the scheduled work day. Failure to inform the supervisor each day of absence, or agreed intervals in the case of an extended illness, will result in loss of pay. Employees will comply with such reporting rules as may be established by the Police Chief.

Section 12.3. Verification of Sick Leave. When an employee has used sick leave for three (3) consecutive days, as a condition of returning to work and receiving of paid sick leave benefits, the employee shall be required to submit appropriate documentation from either OMEGA or his/her attending physician. In addition, if the Police Chief or designee has reasonable suspicion that an officer may have abused this sick leave benefit, the Police Chief or designee may request documentation to support the reason for the absence. If the employee does not supply such

requested documentation or if the documentation that is provided is not deemed satisfactory by the Police Chief or designee, the request for sick leave shall be denied and the time shall be charged to leave without pay. The City retains the right to audit, monitor and/or investigate sick leave usage and, if the employee is suspected of abuse, to take corrective action, including such actions as requiring that the employee seek medical consultation, instituting sick leave verification calls and/or taking disciplinary action, including dismissal.

Section 12.4. Sick Leave Buy Back.

- (a) For employees who retire pursuant to the provisions of the Downstate Police Officers Pension Plan and who have more than 120 hours and less than 720 hours of unused sick leave at the time of said retirement, the City will provide such retiree with one month of continued coverage under the City medical insurance plan for each full 120 hours of unused sick leave at time of retirement.
- (b) Employees covered by this Agreement who retire from the service of the Prospect Heights Police Department with at least 20 years of service in the Department and who have accrued 720 or more hours sick time at the time of their retirement, may (1) utilize accrued sick leave for purposes of prolonging group health insurance coverage pursuant to paragraph (a); or (2) may sell back at 35% all sick hours in excess of 720 hours, at the employee's rate of pay at the time of retirement; or (3) a combination of options (1) and (2). Employees covered by this Agreement who retire from the service of the Prospect Heights Police Department with at least 20 years of service in the Department and who have accrued 1400 or more hours sick time at the time of their retirement, may sell back at 40% all sick hours in excess of 1400 hours, at the employee's rate of pay at the time of retirement. No officer may receive compensation more than one time for any sick leave bought back pursuant to this Section.
- (c) If the employee so elects, and if otherwise qualified pursuant to Internal Revenue Service rules and regulations meeting the criteria in Section (a) above, the affected employee sick leave buyback payments shall be deposited in a qualified medical savings plan in pre-tax dollars. The use of said funds shall be regulated by the plan, and any administrative costs shall be paid by the plan.
- (d) Effective January 1, 2018 and based on a calendar year, all will sell back 24 hours of sick leave annually which shall be deposited in a retiree health savings account pursuant to the following schedule:

<u>Sick Leave Taken</u>	<u>Sell Back Rate</u>
0 hours of sick leave taken	24 hours at 75% sell back
1 – 12 hours of sick leave taken	24 hours at 60% sell back
13 – 24 hours of sick leave taken	24 hours at 40 % sell back
25 or more hours of sick leave taken	24 hours at 35% sell back

Employees who do not have 24 hours of accumulated sick leave at the end of the calendar year will have those hours deducted from the next year's sick leave hours.

If an employee separates employment from the City for any reason prior to accruing 24 hours of sick leave, any outstanding hours will be deducted from the employee's final paycheck. In such case, the employee agrees to execute any necessary paperwork in order for the City to make such deduction. (Example: At the end of calendar year 2018, employee does not have any accumulated sick leave. The City shall deduct 24 hours from the employee's 2019 sick leave hours and deposit those hours in the retiree health savings account. Employee separates from the City on January 30, 2019 having only accrued 8 sick leave hours for 2019. The City shall deduct 16 hours from the employee's final paycheck.)

Section 12.5 Safety Days. Each May 1st, each employee shall accrue and be entitled to use, 8 hours of paid time off per year, and with no reduction from an employee's accumulated benefit time. Safety days shall not be permitted to be carried over from year to year. A Safety Day must be used or it is considered forfeited.

ARTICLE XIII
OTHER LEAVES OF ABSENCE

Section 13.1. Jury Duty. An employee who is required to report for jury duty shall be excused from work without loss of pay for the period of time which the employee is required to be away from work and during which the employee would have otherwise been scheduled to work.

An employee shall immediately notify the Police Chief or the Chief's designee if the employee is required to report for jury duty. To be compensated by the City for performing jury duty, an employee must sign over to the City any check received for performance of such jury duty.

Section 13.2. Funeral Leave. In the event of a death of a member of the immediate family of an employee or his/her spouse, the employee will be granted up to three (3) days off with pay per fiscal year to attend the funeral. For this purpose, immediate family consists of the employee's/spouse's mother, father, sister, brother, child, grandchild, grandparents, stepmother, stepfather, stepsister, stepbrother and stepchild. The City retains the right to require proof of the funeral and the employee's attendance at the funeral.

Section 13.3. Military Service. Any employee who is summoned to service in the armed forces of the United States is considered as being on unpaid leave of absence for the period coinciding with the duration of the service. In all respects, the City shall handle such military leaves in accordance with applicable law.

Section 13.4. Discretionary Leaves. The City, in its discretion, may grant, in its sole discretion, a leave of absence under this Article to any bargaining unit employee. The City shall set the terms and conditions of the leave, including whether or not the leave is to be with or without pay and/or with or without benefits. All requests for such leave must be submitted in writing by the employee via his/her department head to the City Administrator. Such leave will be granted only when it will not adversely affect departmental operations and is not detrimental to the best interests of the City.

Section 13.5. Benefits While on Leave. Unless otherwise stated in this Article or otherwise required by law, seniority shall not accrue for an employee who is on an approved non-pay leave status (excluding disciplinary suspensions of less than 30 days). Accumulated seniority shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status. Upon the employee's return, the City will place the employee in the employee's previous job if the job is vacant; if the job is not vacant, the employee will be placed in the first available opening in the employee's classification. If, upon expiration of the leave of absence, there is no work available for the employee or if the employee would have been laid off according to the employee's seniority except for the employee's leave, the employee shall go directly on layoff. During the approved leave of absence or layoff under this Agreement, the employee shall be entitled to continuation or conversion coverage under applicable group medical (pursuant to COBRA) and life insurance plans to the extent provided in such plans, provided the employee makes arrangements for the change and arrangements to pay the entire insurance premiums involved, and any additional surcharges as allowed by law, including the amount of

premium previously paid by the City.

Section 13.6. Non-Employment Elsewhere. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who engage in employment elsewhere during such leave may be subject to immediate discipline, including without limitation discharge.

Section 13.7. Family and Medical Leave Act. The City agrees to abide by the provisions of the Family and Medical Leave Act of 1993, but the enforcement of this provision shall be as provided in said Act and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The parties agree that the City may take any steps needed to implement and comply with the Act and the rules and regulations issued thereunder.

Section 13.8. Witness Leave. Covered officers shall be granted paid leave for any period of time the officer is required to be away from work to attend depositions, civil court proceedings, or attorney interviews arising out of the officer's employment with the City (excluding proceedings initiated by the Chapter or the Union). Officers will be compensated at their straight time hourly rate of pay for all such off-duty hours. The officer shall be reimbursed for travel time, as well as for transportation based upon IRS regulations. Officers shall also be reimbursed for parking fees. Affected officers must forward any witness fees to the City as a condition of receiving compensation pursuant to this Section.

ARTICLE XIV
SENIORITY

Section 14.1. Seniority. Unless stated otherwise in this Agreement, seniority for the purpose of this Agreement shall be defined as a peace officer's length of continuous full-time service in rank with the City since the officer's last date of hire as a peace officer in rank. Seniority shall not include periods of unpaid leave time (with the exception of unpaid disciplinary suspensions of less than 30 days).

Section 14.2. Layoffs. Layoffs, for reason of lack of work or reduction of the work force, shall be made in the inverse order of job classification seniority. All probationary employees in a position affected by layoff shall be separated before any non-probationary employee shall be subject to such a reduction in the work force. The City shall provide, whenever possible, at least ninety (90) days notice of layoffs.

Section 14.3. 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 fully qualified to perform the work to which they are recalled without further training. Employees who are eligible for recall shall be given ten (10) calendar days notice of recall and notice of recall shall be by certified or registered mail with a copy to the Chapter, provided that the employee must notify the Chief of Police or the Chief's designee of the employee's intention to return to work within three (3) days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Chief of Police or the Chief's designee with the latest mailing address. If an employee fails to respond in a timely manner to a recall notice, the employee's name shall be removed from the recall list. If an employee is recalled to the employee's former job and requires additional training, the City shall provide that training at the City's expense. Seniority will be reinstated in accordance with if an employee returns to work when recalled from a layoff as provided herein.

Section 14.4. Posting of Seniority List. The City agrees to post annually a list covering the names of officers who are covered by this Agreement, in order of seniority from last date of hire in a position covered by this Agreement. The City shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the City in writing within fourteen (14) calendar days after the Chapter's receipt of the list.

Section 14.5. Termination of Seniority. Seniority and the employment relationship shall be terminated for all purposes, if the employee:

- (a) quits;
- (b) is discharged;
- (c) voluntarily retires (or is retired should the City adopt and implement a legal mandatory retirement age);

- (d) fails to report to work at the conclusion of an authorized leave or vacation;
- (e) is laid off and fails to notify the Police Chief or his designee of his intention to return to work within three (3) calendar days after receiving notice of recall or fails to return to work within two (2) working days after the established date for the employee's return to work;
- (f) is laid off for a period in excess of two (2) years;
- (g) does not perform work for the City for a period in excess of twelve (12) months, provided, however, this provision shall not be applicable to absences due to military service, established work related injury compensable under workers' compensation, disability pension, or a layoff where the employee has recall rights; or
- (h) is absent for two (2) consecutive working days without authorization unless there are proven extenuating circumstances beyond the employee's control that prevent notification.

Nothing in this Section is intended to interfere with the statutory jurisdiction and authority of the Prospect Heights Board of Fire and Police Commissioners.

ARTICLE XV
DRUG TESTING

Section 15.1. Drug Testing. Employees covered by this Agreement shall continue to be covered by the Department's drug testing policy codified in General Order No. 1012.

ARTICLE XVI
WAGES

Section 16.1. Wage Schedule. Employees shall be compensated at a minimum in accordance with the wage schedules attached to this Agreement as Appendix A. All retroactive benefits shall be paid within two (2) weeks of approval by the City Council.

Section 16.2. Longevity. In addition to regular compensation and in recognition of continued service to the City, employees are eligible for longevity pay, as set forth below:

<u>Years of Service</u>	<u>Longevity Pay</u>
After completion of 5 years and through 9 years	\$ 275
10 years through completion of 14 years	\$ 550
15 years through completion of 19 years	\$ 825
20 years through completion of 24 years	\$1,100
25 years and more	\$2,200

Longevity shall be paid in one lump sum amount on or about November 1 of each year, and years of service shall be calculated as of October 31 of the year in which the longevity pay is being paid. Longevity payments shall be issued on a separate check from the standard payroll.

Section 16.3. Corporal Pay. If bargaining unit members are assigned to the position of Corporal, they shall receive an additional flat stipend of \$4,000 per fiscal year, paid out over the 26 bi-weekly pay periods, as compensation (pro rata if assigned as Corporal for less than a full fiscal year).

Section 16.4. Field Training Officer Pay. If bargaining unit members are assigned to the position of Field Training Officer, or are assigned to train an officer in the field training program, said members shall receive two (2) hours of compensation at the affected officer's straight time rate of pay for every day that they are assigned and working as a Field Training Officer. Affected officers may opt to receive compensatory time or compensation for such duties.

Section 16.5. Specialty Pay. Covered officers assigned to specialty assignments, (not to include detective assignments of less than 120 days duration), shall receive additional annual compensation as set forth below:

Detective	\$4,000
Bilingual Translator	\$1,000

Accident Investigator \$1,000

No officer is entitled to receive premium compensation for more than one (1) specialty assignment at one time.

Section 16.6. Officer in Charge. If bargaining unit members are assigned to the position of Officer in Charge, they shall receive a \$4.00 per hour stipend while performing the duties of Officer in Charge.

ARTICLE XVII
UNIFORM AND EXPENSE REIMBURSEMENT

Section 17.1. Quartermaster System. The City shall provide at its own expense newly hired officers with their initial issue of uniform and equipment items at no cost. The quartermaster system in effect immediately prior to the effective date of this Agreement shall continue in effect during the term of this Agreement. In accordance with existing practice, approximately \$1,000 per officer shall be budgeted each fiscal year for the purchase and/or replacement of uniform or equipment items through vendor(s) selected by the City. Officers are responsible for cleaning and maintenance of their uniforms and shall maintain a professional appearance at all times.

Section 17.2. Reimbursement for Destruction of Personal Property. The City shall reimburse officers for the reasonable cost (up to \$200) of replacement of personal property required to be carried on duty (i.e., eyeglasses, contact lenses or watches) that are destroyed or damaged in the line of duty that are not covered by the City's insurance plan (up to a maximum of \$50 for watches). "Personal property" shall not include jewelry, personal cell phones or personal pagers. Should an affected officer receive restitution for destroyed personal property via court proceedings, the officer shall provide return reimbursed amounts to the City.

Section 17.3. Reimbursement for Expenses. When an employee has to utilize his/her personal vehicle on City business, the employee shall be reimbursed at the IRS standard mileage rate for the shorter of the distance between the employee's residence and the destination or between the police station and the destination. Employees shall receive ten dollars per day (\$10.00/day) for meal expenses for all training of one (1) or more days that does not require any overnight stay. When employees are required to be out of town overnight for training or City business, they shall be reimbursed for all reasonable meal and lodging expenses that have been approved by the City in advance.

In order for an employee to be eligible for the above reimbursements, including meals, mileage and lodging, the employee shall provide the City with written receipts for meals and lodging and an expense report for the mileage.

Section 17.4. Tuition Reimbursement for Mandatory Training. Officers shall be reimbursed at 100% of the cost for tuition for mandatory training that has been approved by the Police Chief or designee in advance.

Section 17.5. Tuition Reimbursement. Subject to budgeted funds being made available in the Department's budget, the City shall, upon prior request from a nonprobationary employee and approval, provide reimbursement for costs for tuition, course fees, and books for an employee taking undergraduate or graduate courses in accredited programs in accredited institutions of higher education, subject to the following provisions:

1. The course shall be job-related or be a necessary credit towards a job related degree.
2. The employee must obtain the approval of the Chief of Police prior to January 1 for any courses to be taken in the following fiscal year.

3. The course must be completed and the employee must receive a grade of at least:
 - (a) C in an alphabetical system.
 - (b) 70 out of 100 in a numeric system.
 - (c) Pass in pass/fail system.
4. The employee must still be actively employed at the time of completion of the course.
5. Tuition reimbursement shall be at 50% of the cost of tuition, provided that said reimbursement shall not exceed an average of 50% of the tuition at Northern Illinois University (Hoffman Estates campus), University of Illinois (Chicago campus), and Northeastern Illinois University (Chicago campus).
6. The employee shall be reimbursed within a reasonable period of time after completing the approved course with the requisite grade.
7. If an employee voluntarily leaves the City within two (2) years of the reimbursement, the employee must pay back the City for the reimbursement.

ARTICLE XVIII
MISCELLANEOUS PROVISIONS

Section 18.1. Ratification and Amendment. This Agreement shall become effective when ratified by the City Council and the Chapter and signed by authorized representatives thereof, and may be amended or modified during its term only with the mutual written consent of both parties.

Section 18.2. Gender. Wherever the male gender or female gender is used in this Agreement, it shall be considered to include both males and females equally.

Section 18.3. Americans with Disabilities Act. Notwithstanding any other provisions of this Agreement, it is agreed that the City has the right to take any actions needed to be in compliance with the requirements of the Americans with Disabilities Act.

Section 18.4. Solicitation. While the City of Prospect Heights acknowledges that bargaining unit employees may be conducting solicitation of merchants, residents or citizens, the bargaining unit members covered by this Agreement agree that none of them will solicit any person or entity for contributions on behalf of the Prospect Heights Police Department or the City of Prospect Heights.

Bargaining unit members agree that the City name, shield or insignia, communication systems, supplies and materials will not be used for solicitation purposes. Solicitation by bargaining unit employees may not be done on work time or in a work uniform. The bargaining unit members agree that they will not use the words "Prospect Heights Police Department" in their name or describe themselves as the "City of Prospect Heights." The bargaining unit members shall have the right to explain to the public, if necessary, that they are members of an organization providing collective bargaining, legal defense and other benefits to all patrol-rank police officers employed by the City.

Except as provided above, the foregoing shall not be construed as a prohibition of lawful solicitation efforts by bargaining unit members directed to the general public.

This Section does not apply to the solicitation efforts of the Metropolitan Alliance of Police or any of its agents who are not bargaining unit employees.

Each Party hereto agrees that they will comply with all applicable laws regarding solicitation; provided, however, this paragraph shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Section 18.5. Impasse Resolution. Upon the expiration of this Agreement, the remedies for the resolution of any bargaining impasse shall be in accordance with the Alternative Impasse Resolution Procedure attached as Appendix B and incorporated herein by reference.

Section 18.6. Application of Agreement to MEG Unit and Other Special Assignment Employees. Notwithstanding anything to the contrary in this Agreement, officers who are assigned to the Metropolitan Enforcement Group ("MEG") or to any other governmental or inter-governmental agency having an independent law enforcement authority or basis of jurisdiction,

and officers assigned to perform law enforcement functions under the partial direction of another governmental entity shall be subject for the duration of such assignment to the practices, policies, procedures and directives which are generally applicable to officers assigned to that agency or which are applied pursuant to the authority of the other governmental entity, even though such practices, policies, procedures and directive may be inconsistent or in conflict with the provisions of this Agreement. The application of such practices, policies, procedures and directives shall not be subject to the grievance and arbitration procedures of this Agreement. Without in any way limiting the generality of the foregoing, the practices, policies, procedures and directives of MEG applicable to hours of work and overtime shall be deemed to supersede inconsistent or contrary provisions of Article VIII (Hours of Work and Overtime) of this Agreement.

Section 18.7. Fitness for Duty. If the City has a reasonable belief that a bargaining unit employee is not fit for duty (or fit to return to duty following a leave of absence), the City may require, at its expense, that the employee have a medical examination and/or psychological examination by a qualified and licensed physician and/or psychologist selected by the City. The employee may, under such circumstances, present a certification of fitness from his/her own physician and/or psychologist to the physician and/or psychologist selected by the City for his/her consideration in making the determination of the employee's fitness for duty. The foregoing requirement shall be in addition to any requirement that an employee provide at his own expense a statement from his doctor upon returning from sick leave or disability leave. If it is determined that an employee is not fit for duty, the employee may be placed on sick leave.

Section 18.8. Outside Employment. The Chief of Police may restrict off-duty employment in the best interests of Department operations. Off-duty employment is subject to (1) the prior written approval of the Chief of Police or the Chief's designee, and (2) such requirements as may be set forth by general order or rules and regulations.

Section 18.9. In-Service Training.

The following shall apply to in-service training for covered police officers:

1. All training days are eight-hour days.
2. The officer will utilize, whenever possible, a City vehicle for travel to and from the training location. If an employee wants to use his/her own vehicle to attend, he/she must have advanced authorization from the Chief of Police or his designee and the officer shall be reimbursed for mileage pursuant to IRS standards.
3. Officers shall be compensated for travel time to training as follows:

a.	over 10 miles but less than 20 miles	½ hour each way
b.	20 miles but less than 30 miles	1 hour each way
c.	30 miles or more	1 ½ hour each way

Travel time shall be calculated from the Police Center, not from officers' private homes.

4. If an officer attends training and for the 14 day work week his/her total work hours

is less than 80 hours then any overtime that is worked will be paid at the regular hourly rate until the 80 hour work period is satisfied. If no overtime is earned in that 2 week period, then the officer may elect to work extra hours or submit a slip for time-due to compensate for the shortage. Any hours over 80 will be paid at his/her overtime rate (extra duty detail excluded).

5. Those assigned to special training for specialized units such as EST, Field Force, etc., the above does not apply. Training days for those assigned to NIPAS shall be twelve (12) hours. Travel time compensation shall not apply for those assigned to NIPAS. However, those assigned to NIPAS shall be entitled to personal vehicle use reimbursement as provided herein.
6. Those assigned to training that requires an overnight stay will be reimbursed for mileage, if their personal vehicle is authorized for use. Reasonable meal and lodging expenses, which have been approved by the City in advance, will also be reimbursed.

ARTICLE XIX
STATUTORY RIGHTS

Section 19.1. Bill of Rights. The City acknowledges its obligations under the “Uniform Police Officer’s Disciplinary Act”, 50 ILCS 725/1 - 725/7 as amended, relative to actions taken by the City that are subject to said law.

The City further acknowledges that employees have rights to review their respective personnel files pursuant to the “Personnel Records Review Act”, 820 ILCS 40/1 - 40/13 as amended.

The sole remedy for any violation of the foregoing rights shall be to require that the procedure or access be followed or granted in line with legal requirements. In no case shall a violation of any of the foregoing serve to excuse employee misconduct or to mitigate or void any disciplinary or other action taken by the City to enforce discipline or to maintain efficiency.

Section 19.2. Non-Discrimination. The City 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, creed, religion, color, marital status, age, national origin, disability and union activities or non-union activities.

The parties agree that an alleged violation of this section may not be taken to the arbitration step of the grievance procedure absent the specific written agreement of both the City and the Chapter. The parties agree that the failure to resolve alleged violations via the grievance procedure shall not be construed as a waiver of whatever rights the employee may have to initiate applicable statutory proceedings with respect to said alleged violations.

ARTICLE XX
SAVINGS CLAUSE

Section 20.1. Savings Clause. In the event any Article, Section or portion of this Agreement shall 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 City and the Chapter agree to notify one another and to begin immediately negotiations on a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXI
ENTIRE AGREEMENT

Section 21.1. Entire Agreement. This Agreement constitutes the complete and entire Agreement between the parties and concludes the 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. Legitimate past practices not addressed in this agreement may not be changed by the Employer without notice to the Union and an opportunity to request bargaining. The *status quo* shall be maintained until the parties reach agreement, or an interest arbitration award is issued, unless the Union waives bargaining. Legitimate past practices are defined as long-standing, frequent practices that are accepted and known about by both the Union and the Employer. The parties acknowledge that during the negotiations that 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 from the area of collective bargaining. Accordingly, the City and the Chapter, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

ARTICLE XXII
DURATION AND TERMINATION

Section 22.1. Termination in 2029 . This Agreement shall be effective at the time of its execution, and shall remain in full force and effect until midnight April 30, 2029 . It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiation shall begin no later than sixty (60) days prior to the anniversary date. In the event that either party desires to terminate this Agreement, written notice must be given to the other party no later than ten (10) days prior to the desired termination date, which shall not be before the anniversary date.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days' written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

Executed this _____ day of _____, 2025 , after receipt of official approval by the Mayor and City Council and ratification by the Chapter's membership.

METROPOLITAN ALLIANCE OF POLICE,
PROSPECT HEIGHTS POLICE CHAPTER
252

THE CITY OF PROSPECT HEIGHTS

By _____
President, MAP, Prospect Heights
Police Chapter 252

By _____

By _____
Keith George, President

By _____

APPENDIX A
WAGE SCHEDULES

*Wages shall be retroactive to May 1, 2025 (if necessary)

*Upon completion of Academy and FTO, an officer will advance to Step 1. An officer will advance to Step 2 on their second anniversary (2 years from date of swearing in).

Years of Service	4/30/25 11:59 pm	5/1/25 (3.5%)	5/1/26 (3.5%)	5/1/27 (3.5%)	5/1/28 (3.5%)
START	75,000	77,625	80,342	83,154	86,064
1 YEAR	79,875	82,671	85,564	88,559	91,658
2 YEARS	85,067	88,044	91,126	94,315	97,616
3 YEARS	90,596	93,767	97,049	100,445	103,961
4 YEARS	96,485	99,862	103,357	106,975	110,719
5 YEARS	102,756	106,352	110,075	113,927	117,915
6 YEARS	109,436	113,266	117,231	121,334	125,580

APPENDIX B
ALTERNATIVE IMPASSE RESOLUTION PROCEDURE

The resolution of any bargaining impasse for a successor agreement shall be in accordance with the provisions of the Illinois Public Labor Relations Act and the rules and regulations of the Illinois State Labor Relations Board except as modified by the following:

1. The parties agree that the arbitration proceedings shall be heard by a single, neutral arbitrator. Each party waives the right to a three-member panel of arbitrators as provided in the Act.
2. In the absence of agreement on a neutral arbitrator, the parties agree to use the arbitrator selection procedure specified in Section 6.3 of the Collective Bargaining Agreement.
3. As soon as practicable after the service of a demand that the arbitrator selection process commence, the representatives of the parties shall meet and develop a written list of those issues that remain in dispute. The representatives shall prepare a Stipulation of Issues in Dispute for each party to then execute and for submission at the beginning of the arbitration hearing. The parties agree that only those issues listed in the Stipulation shall be submitted to the arbitrator for decision and award.
4. Not less than seven (7) calendar days prior to the date when the first day the arbitration hearings are scheduled to commence, the representatives of the parties shall simultaneously exchange in person their respective written final offers as to each issue in dispute as shown on the Stipulation of Issues in Dispute. The foregoing shall not preclude the parties from mutually agreeing to modify their final offers or to resolve any or all the issues identified as being in dispute through further collective bargaining.

APPENDIX B
SIDE LETTER OF AGREEMENT BETWEEN THE METROPOLITAN ALLIANCE OF POLICE, CHAPTER #252 AND THE CITY OF PROSPECT HEIGHTS

Notwithstanding any other provision of this collective bargaining agreement or any previous side letter between the parties, the Metropolitan Alliance of Police, Chapter #252 and the City of Prospect Heights do enter in to this side agreement as follows:

- 1) The Successor Agreements entered into by the Parties for the period of May 1, 2009 through 2013 are incorporated herein by reference. This Side Letter is also specifically incorporated into and made part of the Successor Agreements, and will not expire automatically upon termination of the Successor Agreements.
- 2) The number of Patrol officers on each day shift shall be 3, the number of Patrol officers on each night shift shall be 3.
- 3) The City shall be allowed the use of up to 5 part-time officers for a maximum total of 120 hours per week.
- 4) The 2 additional part-time officers (#4 and #5) shall be used, primarily for night and weekend shifts.
- 5) The 5 part-time officers shall be used for any other shifts for the following purposes:
 - a. To fill in shifts when bargaining unit members are off for injury purposes.
 - b. To fill in shifts when bargaining unit members are off for benefit time purposes (i.e. sick, vacation, compensatory, etc.)
- 6) The part-time officers shall not be used for special details, or specialty positions. Forced hirebacks and unscheduled overtime shall be offered first to full-time Officers. Part-time officers may be used for those purposes, as hours permit, once such forced hirebacks and unscheduled overtime have been offered to full-time Officers.
- 7) Should the City conduct any layoffs of full-time officers, full-time officers may bump part-time officers from the part-time positions according to seniority. Any Laid Off Officer who accepts a part-time position with the City shall be offered any full-time opening, in accordance with the seniority and recall provisions of the Successor Agreements, prior to the City hiring any new police officers to fill full-time positions.
- 8) The City shall continue the 12-hour shift for bargaining unit members assigned to patrol duties with the exception of those officers assigned to investigative, administrative and special assignments.
- 9) All other terms and conditions of the Successor Agreements shall remain in effect for the duration of this Side Letter except as modified herein.

City of Prospect Heights

M.A.P Chapter 252

Date: _____

APPENDIX D

SIDE LETTER

This SIDE LETTER is entered into by and between the City of Prospect Heights (hereinafter "Employer") and the Metropolitan Alliance of Police, Prospect Heights Police Chapter #252 (hereinafter "Union"), on the _____ day of June, 2019.

This SIDE LETTER supplements the Collective Bargaining Agreement between the Employer and the Union dated May 1, 2017 through April 30, 2021 (the "CBA"). Upon the signing of this Memorandum, the parties' contract shall incorporate the following:

1. Involuntary Testing Following Officer Involved Shooting

Pursuant to 50 ILCS 727/1-25, in any "officer involved shooting" ("OIS") an officer shall be subject to drug and alcohol testing prior to the end of his or her shift, which shall be conducted in accordance with the Department Policy in effect on the day of this Agreement. For purposes of clarity, the parties agree that a person "involved in" an officer involved shooting is defined to mean any officer who discharged a firearm during an incident resulting in injury or death to a person or persons. The term "involved in" an officer involved shooting does not include officers who did not discharge their weapon, even if they were providing other forms of support and assistance during the call. Any drug or alcohol test required pursuant to this Agreement shall be considered a compelled, non-voluntary drug or alcohol test under threat of disciplinary action. For the purposes of this Section, the parties agree that a drug or alcohol test may involve breath or urine samples. If the City compels a blood test, it must obtain an appropriate warrant.

2. All other terms and conditions of the Collective Bargaining Agreement shall remain in effect for the duration of this Side Letter and the Collective Bargaining Agreement.

CITY OF PROSPECT HEIGHTS

**METROPOLITAN ALLIANCE OF
POLICE, PROSPECT HEIGHTS
POLICE CHAPTER #252**

By: _____
Joe Wade
City Administrator

By: _____
President, MAP, Prospect Heights
Police Chapter #252