

**RESOLUTION NO. R2022-52**

**A RESOLUTION APPROVING A FOUR-YEAR COLLECTIVE BARGAINING AGREEMENT  
WITH METROPOLITAN ALLIANCE OF POLICE WARRENVILLE  
POLICE OFFICERS CHAPTER #213**

WHEREAS, the City is a home rule municipal corporation pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois of 1970 authorizes the City to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, certain employees of the City of Warrenville ("**Employees**") are represented by the Metropolitan Alliance of Police, Chapter #213 ("**Union**"); and

WHEREAS, the City and the Union desire to enter into a four-year collective bargaining agreement regarding the terms of employment of the Employees by the City with a term beginning May 1, 2020 and ending April 30, 2024 ("**Agreement**"); and

WHEREAS, the Mayor and the City Council have determined that it is in the best interest of the City and the public to approve the Agreement with the Union;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF WARRENVILLE, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Recitals. The recitals listed above are incorporated in this Resolution as if fully set forth in this Resolution.

SECTION 2: Approval of Agreement. The Agreement with the Union is hereby approved in the form attached to this Resolution as **Exhibit A**.

SECTION 3: Execution. The City Council hereby authorizes and directs the Mayor and the City Clerk to execute, on behalf of the City, the final Agreement only after receipt by the City Clerk of at least two executed copies of the Agreement from the Union.

SECTION 4: Effective Date. This Resolution shall be in full force and effect following its passage and approval in the manner provided by law.

*[Signatures and Voting Record on Following Page]*

PASSED THIS 6th day of September, 2022.

AYES: Aids: Krischel, Goodman, Kruckenberg, Lockett, Weidner, Aschauer, Davolos, and Barry

NAYS: None

ABSENT: None

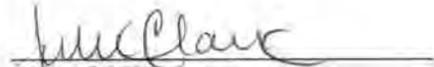
ABSTAIN: None

APPROVED THIS 6th day of September, 2022.



MAYOR

ATTEST:

  
CITY CLERK

**EXHIBIT A**  
**AGREEMENT**

**AGREEMENT  
BETWEEN  
THE CITY OF WARRENVILLE, ILLINOIS  
AND  
METROPOLITAN ALLIANCE OF POLICE  
WARRENVILLE POLICE CHAPTER #213**

**May 1, 2020 through April 30, 2024**

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## PREAMBLE

THIS AGREEMENT is entered into by the City of Warrenville, Illinois (the "City") and the METROPOLITAN ALLIANCE OF POLICE WARRENVILLE POLICE CHAPTER #213 (the "Union") this 6th day of September, 2022, and is in recognition of the Union's status as the representative of certain of the City's full-time employees and has as its basic purpose the promotion of harmonious relations between the parties, the establishment of an equitable and orderly procedure for resolving differences arising out of the employment relationship and the establishment of an entire agreement covering rates of pay, hours of work, and other conditions of employment for employees of the City in the unit described in Article I hereof.

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

**ARTICLE I**  
**RECOGNITION OF BARGAINING AGENT**

Section 1.1. Recognition of Bargaining Agent.

The City agrees during the term of this Agreement to recognize the Union as the sole and exclusive bargaining agent with respect to wages, hours and conditions of employment for employees in the following unit:

All full-time sworn patrol officers employed by the City of Warrenville below the rank of sergeant, but excluding the Police Chief, Commander the lieutenant, sergeants (excluded as managerial and/or supervisory personnel) and all other confidential, managerial and supervisory employees as defined by the Act and all other employees of the City of Warrenville.

The terms "employee" or "employees" when used in this Agreement shall refer to these bargaining unit members and no one else.

Section 1.2. Probationary Period.

The probationary period shall be eighteen (18) months following the employee's date of hire. Time absent from duty or not served shall not apply toward satisfaction of the probationary period. During the probationary period, an employee is entitled to all rights, privileges or benefit under this Agreement, except as limited by the express terms of this Agreement, which limitations include that the City may suspend or discharge a probationary employee without cause, and such employee shall have no recourse to the grievance procedure or the Warrenville Board of Police and Fire Commissioners to contest the suspension or discharge.

Section 1.3. Training Reimbursement Agreement

The Union and the City agree that all newly hired bargaining unit officers after the execution of this Agreement will be required as an express condition of employment to sign the training reimbursement agreement attached as Appendix D to this Agreement. The Union agrees that the City has a right to enforce the terms of the attached training reimbursement agreement against an officer who separates from City employment.

Section 1.4. Fair Representation.

The Union recognizes its responsibility as the exclusive bargaining agent of all employees in the bargaining unit and agrees to fairly represent each and every employee regardless of whether they are members of the Union.

Section 1.5. Gender.

In this contract, the pronouns "He, Him, and His" shall refer to both male and female employees equally.

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

Section 2.1. Management Rights.

Except as specifically limited by the express provisions of this Agreement, and subject to the powers of the Warrenville Board of Police and Fire Commissioners, the City retains the exclusive right to manage and direct the affairs of the Police Department in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services, policies, practices and missions of the city, to supervise and direct the working forces; to establish the qualifications for employment and to deploy employees both internally and externally to other reasonable assignments or functions; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to purchase equipment and contract out services; to determine the methods, means, organization and number of personnel by which departmental operations and services shall be made or purchased; to make, alter and enforce rules, regulations, orders, policies and procedures; to evaluate, promote or demote employees and to establish the standards for such promotions; to establish performance standards; to discipline, suspend and/or discharge non-probationary employees for cause (probationary employees without cause); to change or eliminate existing methods, practices, equipment or facilities or introduce new ones without having to negotiate over the effects of such change; to determine work hours (shift hours) and to change them from time to time; to determine and implement internal investigation procedures; 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 City Mayor, 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 emergencies, and to suspend the terms of this Agreement during such civil emergency; and, to generally carry out the mission of the City.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the City, and the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement, and only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

Section 2.2. Authority of the Warrenville Board of Police and Fire Commissioners.

This Agreement is not intended and shall not be construed to diminish or modify the authority of the Warrenville Board of Fire and Police Commissioners, or any successor to it except as expressly provided for in this Agreement.

Section 2.3. Work Rules, General Orders and Regulations.

The City may adopt, change or modify work rules, general orders and regulations ("work rules"). The City agrees to post or make available in the department a copy of its applicable work rules where such rules exist in writing.

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

Section 3.1. Review of Personnel Files.

All employees may review their respective personnel files pursuant to the Illinois Compiled Statutes.

Section 3.2. Oral and Written Reprimand Records.

When an employee has received a written reprimand, or an oral reprimand which has been reduced to writing and is contained within the affected employees personnel file, as discipline, that written reprimand, or oral reprimand previously described, shall not be relied upon to support further progressive discipline if the employee does not receive any further discipline in the subsequent twenty-four (24) month span after his latest discipline mentioned above. Provided, however, that to the extent the employee offers personnel documents, including but not limited to commendations or evaluations, older than twenty four (24) months in any forum, then the City may offer evidence of reprimands older than twenty four (24) months in order to provide a balanced picture of the officer's prior performance.

**ARTICLE IV**  
**DISCIPLINE**

Section 4.1. Progressive Discipline.

The employer agrees with the general tenets of progressive and corrective discipline. Disciplinary action shall include, among other actions the following:

- A. Verbal reprimand, (Notice to be given in writing);
- B. Written reprimand;
- C. Suspension up to 30 days (Notice to be given in writing);
- D. Discharge (Notice to be given in writing).

Disciplinary action may be imposed upon post-probationary employees for cause. Discipline shall be imposed within a reasonable period of time after the employer is aware of the event or action giving rise to the discipline and has had a full and complete opportunity to investigate the matter including the opportunity to investigate related conduct by others.

Notations of oral reprimands may be placed in the employee's personnel file.

In suspension situations, the Chief of Police in his sole discretion, may authorize the option of voluntary surrender of time in lieu of suspension without pay.

Section 4.2. Discipline Procedure and Appeals

It shall be the stated policy of the Police Department to provide covered employees with the protections of law during internal investigations concerning allegations of employee misconduct, which may affect their employment. After the issuance of a written reprimand or suspension, the employer shall meet with the covered employee and a Union representative, if requested, for the purpose of advising the employee of the reasons for the disciplinary action.

The Chief of Police (or his/her designee) has the authority to impose discipline upon bargaining unit members up to and including termination. For post-probationary employees, such discipline shall only be imposed for just cause. Probationary employees may be disciplined with or without cause; such discipline is not subject to review either under the grievance procedure or by the City of Warrenville Board of Fire and Police Commissioners ("BOFPC" or "Board").

For post-probationary employees:

Verbal or written reprimands, as well as suspensions up to five days in length may be appealed to Step 3 of the grievance process, but may not be appealed to arbitration or to the BOFPC;

Any suspension greater than five days and up to 30 days is subject to review only by the BOFPC;

Disciplinary or performance demotions or terminations are subject to the grievance procedure of this agreement only. The parties specifically agree that all employees covered by this Agreement "waive" and shall no longer possess any right to appeal a disciplinary or performance demotion or termination to the BOFPC; and

Demotion or termination of a post-probationary employee for cause other than discipline or performance is subject to review only by BOFPC.

The parties also note for purposes this Article that the BOFPC appeal process is governed by the BOFPC's rules which may be amended from time to time. The parties further acknowledge that decisions of the Board shall be final and only subject to appeal as provided by Section 10-2.1-17 of the Municipal Code. See 65 ILCS 5/10-2.1-17.

#### Section 4.3. Investigation Interview.

An employee shall be entitled to the presence of an available Union officer, steward or other representative at an investigative interview when the employee being interviewed reasonably fears that the interview may lead to discipline and makes a request for a Union representative to be present.

#### Section 4.4. Internal Investigations.

Once an officer has been notified of the commencement of a formal internal disciplinary investigation, as defined by the Uniform Peace Officer's Disciplinary Act, the City will make a good faith effort to conclude such investigation within forty-five (45) days, subject to operational needs of the Department, the availability of evidence, witnesses and additional inquiries that may arise. The parties expressly agree that any failure to conclude any investigation within a specific

time frame shall not negate any subsequent disciplinary action or be cited in any proceeding before the Board of Fire and Police Commissioners, nor shall it be subject to the grievance procedure of this Agreement. If an officer who has been interrogated as part of a formal investigation is uncertain as to the status of such investigation forty-five (45) days thereafter, he may submit a written request to the Chief of Police to determine whether such investigation has been concluded or remains open.

## **ARTICLE V** **UNION SECURITY**

### **Section 5.1. Dues Checkoff.**

While this Agreement is in effect, the City will deduct from each employee's paycheck once each month the regular monthly union dues for each employee in the bargaining unit who has filed with the City a checkoff authorization form. The City will honor all executed Checkoff authorization forms received not later than ten (10) working days prior to the next deduction date and such authorization forms shall remain in effect until revoked in writing.

Total deductions collected for each calendar month shall be remitted by the City to an address provided by the Union not later than the fifteenth (15th) of the following month. The Union agrees to refund to the employee(s) any amounts paid to the Union in error on account of this dues deduction provision.

A Union member desiring to revoke the dues Checkoff may do so at any time upon written notice to the City. Dues shall be withheld and remitted to the Union unless or until such time as the City receives a notice of revocation of dues checkoff from an employee, or notice of an employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the employee's earnings after withholding all other legal and required deductions. Information concerning dues not deducted under this Article shall be forwarded to the Union, and this action will discharge the City's only responsibility with regard to such cases.

### **Section 5.2. Fair Share**

During the term of this Agreement, employees who do not choose to become dues paying members of the Union shall, commencing sixty (60) days after their employment or sixty (60) days after the date this Agreement is executed, whichever is later, pay a fair share fee to the Union for collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by said Agreement, provided fair share fee shall not exceed the dues attributable to being a member of the Union. Such fair share fees shall be deducted by the Employer from the earnings of non-members and remitted to the Union. The Union shall periodically submit to the Employer a list of the members covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit.

The Union agrees to assume full responsibility to insure full compliance with the requirements in *Chicago Teachers Union v. Hudson*, 475 U.S. 292 (1986) and 5 ILCS 315/6(e)-(g), with respect to the constitutional and statutory rights of fair share fee payers. Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected non-member and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois Labor Relations Board and the payment shall be made to said organization.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Union with respect to fair share fee payers as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Section 5.3. Union Indemnification.

The Union shall indemnify, defend and hold harmless the City and its officials, representatives, employees and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs including attorneys' fees incurred by the City 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 that the City does not initiate the action (this does not preclude the Employer from filing a cross-claim against the Union in the event the Employer is sued). If an improper deduction is made, the Union shall refund any such amount directly to the employee.

Section 5.4. Bulletin Board.

The City will make bulletin board space available in or proximate to the squad room for posting of Union notices of meetings, the seniority roster, notices of educational opportunities, and notices of extra duty opportunities. The Union shall provide the bulletin board not to exceed 24" x 36" in size. The Union shall limit its posting of notices and other materials to such bulletin board. The Union shall not use the bulletin board space for posting abusive or inflammatory or partisan political material. All material shall conform to mutually agreed criteria prior to posting.

**ARTICLE VI**  
**NO STRIKE, NO LOCKOUT**

Section 6.1. No Strike.

Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, slowdown, speed-up, sit down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal or unapproved enforcement procedures or policies, work-to-the-rule situation, mass resignations, mass absenteeism, organized interference, or picketing which in any way results in the interruption or disruption of the operations of the City, regardless of the reason for doing so. Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In

addition, in the event of a violation of this section of this Article, the Union agrees to inform its members of their obligation under this Agreement and to direct them to return to work.

Any grievance filed under this section shall be solely limited to the issue of whether the employee or employees violated this section.

Section 6.2. No Lockout.

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

**ARTICLE VII**  
**GRIEVANCE PROCEDURE**

Section 7.1. Definition of Grievance.

A grievance is defined as a complaint arising under and during the term of this Agreement raised by an employee or the Union involving an alleged violation, misinterpretation or misapplication of an express provision of this Agreement. The Chapter may file an employee-specific grievance only with the written consent of the aggrieved employee. The Chapter may file a general Chapter-related grievance by submitting the written grievance signed by a Chapter officer, acting in a representative capacity. This grievance procedure shall supersede any other city grievance procedure.

Section 7.2. Grievance Procedure.

Recognizing that grievances should be raised and settled promptly, a grievance must be raised by the affected employee and/or a Union Officer within eight (8) calendar days after the occurrence of the event giving rise to the grievance, or within eight (8) calendar days after the date when the employee or the Union Officer should, using reasonable diligence, reasonably have become aware of the event giving rise to the grievance, in accord with the following procedure (a working day includes all days whether the affected employee does or does not actually work, but shall not include Saturdays, Sundays, and holidays observed by the City):

**Step One: Sergeant.**

The employee (or a Union officer if a Union grievance) shall give written notification of his grievance to the employee's Sergeant. Such notification shall specifically state that the matter is a grievance under this Agreement and shall include a description of the event giving rise to the grievance, the date of the event, and the specific provision of the Agreement alleged to have been violated and the relief requested. The notification will be deemed received for purposes of the grievance procedure when handed to the employee's immediate supervisor. The Sergeant shall answer the grievance within eight (8) calendar days.

**Step Two: Appeal to Deputy Chief.**

If the grievance is not settled in Step One, or if an answer is not given within eight (8) calendar days, the grievant (or Union officer if a union grievance) may, within eight (8) calendar days following the Sergeant's answer or expiration of the time limit set forth in Step One, file with the

Deputy Chief of Police a written appeal signed by the employee or union Officer if a Union grievance. The written appeal shall include a description of the event giving rise to the grievance, the date of the event, and the provisions of the Agreement alleged to have been violated and the basis upon which the grievant believes the grievance was improperly denied at the previous step. The Deputy Chief or his designee shall investigate the grievance and offer to discuss the grievance within eight (8) calendar days with the grievant and a union representative at a mutually agreeable time. If no agreement is reached in such discussion, the Deputy Chief or his designee shall give a written answer within eight (8) calendar days of the date of the discussion.

**Step Three: Appeal to Chief.**

If the grievance is not settled in Step Two, or if an answer is not given within eight (8) calendar days of the Step Two discussion, the employee may, within eight (8) days thereafter, file with the Chief of Police a written appeal signed by the employee or Union officer if a union grievance. The employee and a representative of the union shall meet with the Chief of Police or his designee to discuss the grievance at a mutually agreeable time. If no agreement is reached in such discussion, the Chief of Police or his designee will give his answer in writing within twelve (12) calendar days of the date of discussion.

**Step Four: Appeal to City Administrator.**

If the grievance is not settled in Step Three, or if an answer is not given within twelve (12) calendar days, the employee may, within twelve (12) calendar days thereafter, file with the City Administrator a written appeal signed by the employee or a Union Officer if a union grievance. The employee and a representative of the union shall meet with the City Administrator or his designee to discuss the grievance at a mutually agreeable time. If no agreement is reached in such discussion, the City Administrator or his designee will give his answer in writing within twelve (12) calendar days of the date of the discussion.

**Step Five: Arbitration.**

If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration by giving written notice to the City Administrator within twelve (12) calendar days after receipt of the City Administrator's answer in Step Four.

- A. If the parties are unable to agree upon an arbitrator within twelve (12) calendar days after the City receives the notice of referral, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators, all of whom shall be members in good standing of the National Academy of Arbitrators, and all of whom shall maintain business offices in the States of Illinois or Indiana. Upon receipt of the panel, the Union shall strike two names and the City shall then strike two names, and the person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one panel of arbitrators in its entirety and request that a new panel be submitted.
- B. The arbitrator shall be notified of his selection and shall be asked to set a time and a place for the hearing, subject to the availability of City and Union representatives. Upon the request of either party, the arbitrator shall have the power to require the presence of a reasonable number of witnesses or documents, subject to manpower needs and availability.

C. The arbitrator shall have no power, in his decision or award, to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement. He shall consider and decide only the specific issue submitted to him as raised and presented in writing at Step One and shall have no authority to make his decision on any issue not so submitted. His decision shall be based solely upon an interpretation of the meaning or application of this Agreement to the facts of the grievance presented. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing. The arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. In the event the arbitrator finds a violation of the Agreement, he shall determine an appropriate remedy. However, the arbitrator shall have no authority to make any decision or award which is in any way contrary to or inconsistent with the applicable laws or rules and regulations of administrative bodies that have the force and effect of law. Nor shall the arbitrator have any authority to limit or interfere with the powers, duties and responsibilities of the City or its Board of Police and Fire Commissioners under applicable statutory and case law. Any decision or award of the arbitrator rendered consistent with this Article shall be final and binding on the parties. The fee and expenses of the arbitrator and of the court reporter shall be divided equally between the City and the Union. Each party shall be responsible for compensating its own representatives and witnesses.

#### Section 7.3. Time Limits.

No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 7.2. If a grievance is not presented by the employee or the Union within the time limits set forth above, it shall be considered waived and may not be further pursued by the employee or the Union. If a grievance is not appealed within the time limits for appeal set forth above, it shall be deemed settled on the basis of the last answer of the City and shall not be subject to further appeal. If the City fails to provide an answer within the time limits so provided, the grievant or the union if a union grievance may immediately appeal to the next step.

#### Section 7.4. Investigation and Discussion.

All grievance discussions and investigations shall take place in a manner which does not interfere with City operations. A Chapter representative who is otherwise on duty may, with the permission of the shift Sergeant, attend a Step 3 or 4 grievance meeting if the meeting is scheduled during the representative's working time. A Chapter representative may likewise attend as investigatory interview if so requested by an employee under these same conditions.

### **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, work period or year.

#### Section 8.2. Normal Work Shift.

Except as provided elsewhere in this Agreement, the normal work shift shall be established by the City from time to time. The parties agree at the execution this Agreement the Patrol Officers will work a twelve (12) hour work day. The Detectives and Officers assigned to Specialized Units will work hours mutually agreed upon by the Sergeant and the Chief of Police or his designee with the Chief of Police having final approval. The work period for Patrol Officers is twelve (12) hours per shift and eighty-four (84) hours in a fourteen (14) day period at the execution of the agreement. All these hours are paid at straight time. Any change from the 12-hour shift schedule will require a labor management meeting so the union can provide advisory input.

If the Chief or his designee assigns an officer to attend a full day training program, then such employee will be compensated for time worked and, if that time is less than 12 hours, the employee may return to work that day or utilize vacation, personal or compensatory time to attain 12 hours. It is understood and agreed that the day off schedule of affected officers may be adjusted by the Chief or his designee, upon 14 days notice, to coordinate attendance at training. Police officers attending training which is not required by the Department shall do so on their own time, at their own expense.

#### Section 8.3. Overtime Hours.

For the purposes of determining FLSA overtime liability, the Department shall be deemed to have adopted a fourteen (14) day departmental work schedule at the execution of this agreement. Employees shall be paid one and one-half (1½) times their regular rate of pay for all hours worked beyond eighty-four (84) regularly scheduled hours in a fourteen (14) day departmental work schedule. All hours scheduled over eighty-four (84) during a fourteen (14) day work schedule will be at the advanced approval of the Chief of Police or his designee. The parties agree that the City has adopted a seven (7) day work period pursuant to Section 7(k) of the FLSA for bargaining unit employees assigned to an 8-hour work shift. These employees shall be paid one and one-half (1½) times their regular rate of pay for all hours worked beyond forty (40) in the aforementioned seven (7) day work period. All hours worked over forty (40) during the seven (7) day work period will be at the advanced approval of the Chief of Police or his designee. Time paid, but not worked, except for sick time, shall be considered as hours worked for the purposes of calculating overtime pay in this section. When an Officer is assigned to a taskforce, the payment plan of that agency will be utilized.

#### Section 8.4. Compensatory Time.

Compensatory time at time and one-half (1½) rate, double time rate, or straight time may be earned at such times and in such time blocks as mutually agreed upon between the involved employee and the Chief or his designee. If mutual agreement on compensatory time cannot be reached, the employee shall receive pay for hours worked in accordance with the provisions of Section 8.3. An employee may accumulate an unlimited number of compensatory time hours at any one time.

If the employee wishes he may request to be paid, at his regular rate of pay for any amount of hours in his "Compensatory Time Bank" the first pay period in the month of June 2022. The employee is required to notify the Finance department in writing at least two (2) weeks prior to the pay day the request will be filled. During the first pay period in November 2021 the Finance Department will automatically pay each Officer at his regular rate of pay for any hours over thirty-six (36) in his "Compensatory Time Bank."

Effective July 1, 2022, if the employee wishes they may request to be paid, at his regular rate of pay for any amount of hours in their "Compensatory Time Bank" the first pay check issued in the month of November. The employee is required to notify the Finance department in writing at least two (2) weeks prior to the pay day the request will be filled. At the end of the fiscal year and in the first pay check issued in the month of May, the City will automatically pay out each Officer for any hours over thirty-six (36) in their "Compensatory Time Bank" at the pay rate in effect on April 30.

Compensatory time can only be taken with the prior approval of the Chief of Police or his designee, and in a minimum of one (1) hour increments. The Chief reserves the right to suspend usage of compensatory time when he deems it necessary to accomplish the goals or mission of the Department.

Usage of Compensatory time should in no way adversely affect the operations of the Department. If at any time the employee separates from the City any remaining Compensatory Time shall be paid at one hundred (100) percent of the employee's current pay rate.

#### Section 8.5. Court Time.

Officers required to attend court during their off-duty time shall be compensated with a minimum of three (3) hours pay. Said hours shall be considered time worked for purposes of Section 8.4 of this Agreement.

#### Section 8.6. Employee Shift Exchange.

An employee may have another fully qualified bargaining unit employee substitute for him by performing work in the same capacity for the employee's entire work day, provided the substitution does not interfere with the operation of the Police Department, and subject to advance approval by the Chief or his designees. A request for a shift exchange will not be unreasonably denied. The hours worked by the substitute employee shall be excluded by the City in the calculation of hours for which the substitute employee would otherwise be entitled to compensation, including overtime compensation. If a substitute employee works another employee's scheduled work shift in accordance with this Section, then the hours worked by the substitute employee shall only be counted as hours worked by the employee who was originally scheduled at work that shift. All approved shift exchanges shall be paid back between the affected employees within a reasonable amount of time. It is expressly understood that as a result of approving a voluntary request to exchange shifts the City will not incur any overtime liability or any liability for an employee who does not pay back the shift exchange.

#### Section 8.7. Meetings.

Any officer required to be in a departmental meeting during off hours shall be compensated for actual time attending said meeting with a minimum of two (2) hours compensation at the officer's rate of pay. Such hours shall be considered time worked for purposes of Section 8.4 of this Agreement.

Section 8.8. Call Back Pay.

A callback is defined as an official assignment of work which does not continuously precede or follow an officer's regularly scheduled working hours. Employees on call back shall receive a two (2) hour minimum, except that if the employee is called back to rectify his own error, the two (2) hours minimum guarantee shall not apply. Callback hours shall be included in Section 8.4 calculations for purposes of determining overtime.

Section 8.9. Overtime Assignments.

If it is necessary to hold an employee over from a prior shift, or to call an employee in early from the next shift, absent emergency, and there has been less than 24 hours notice; the Chief or his designee may order an employee to stay or report in early. Such overtime assignment shall be offered to bargaining unit members present and working first, by seniority. If no employee then on duty volunteers, and it is determined that the vacancy must be filled by a full-time employee, the least senior officer on duty will be required to work the overtime. Contacting officers will be via text message who opt to be on the overtime assignment list; those without cell phones and on the overtime assignment list can receive a phone call to a number they provide. There will be a four-hour window to take the overtime assignment up until one hour before the shift. The overtime assignment will be confirmed via text by the on-duty sergeant. No officer will be required to work the overtime more than one (1) day in a row, unless necessary due to staffing requirements, or special circumstances. If an employee established that he was denied overtime under this section, then such employee shall be given first opportunity for the next available overtime for which he is qualified, in an equal amount, to remedy the situation. No member will be forced to work more than 16 continuous hours, absent exigent circumstances.

Section 8.10. On-Call Compensation.

Any bargaining unit member required to be "on call" for a court assignment while off duty, shall receive a minimum of two (2) hours compensation at the officer's rate of pay for each day spent on call if the officer is not actually required to perform court duty on such off duty day, which time shall not be considered as hours worked for purposes of the Section 8.3 overtime calculation.

Section 8.11. No Pyramiding.

Compensation shall not be paid (or compensatory time taken) more than once for the same hours under any provision of this article or Agreement.

Section 8.12. Scheduled Overtime.

When overtime is known sufficiently in advance of the creation of the Department work schedule, such scheduled overtime shall normally be posted in advance and shall be first made available to

full-time officers, on a voluntary basis by seniority (to be defined as the full-time officer's date of hire by the Police Department). If no police officer volunteers within the time frame set by the Department, then the City may offer such overtime to Sergeants. Otherwise, the Chief of Police or his designee may require a full-time bargaining unit member to report early or to hold over beyond his normally scheduled shift to cover the vacancy. Should such forced overtime be necessary, the vacancy shall be filled by reverse seniority among police officers. Emergency delays in posting the scheduled overtime list may cause the distribution of the schedule to be postponed.

**ARTICLE IX  
VACATIONS**

**Section 9.1. Eligibility and Allowances.**

All employees shall be eligible for paid vacation time after the completion of one (1) year of continuous full time employment. Employees start to earn vacation allowance as of their date of hire, but cannot use vacation time until after it is earned and available and until completion of the first full year of employment. Vacation allowances shall be earned based on the following schedule:

<b>LENGTH OF CONTINUOUS SERVICE</b>	<b>VACATION WEEKS PER YEAR</b>
Less than one year	.0385 TIMES THE NUMBER OF DAYS WORKED
1 year through completion of employee's 4 <sup>th</sup> year (i.e. hired on 5/1/10, 80 hours deposited on 5/1/11 to be used before 5/1/12)	80 HOURS
5 years through the completion of employees 11 <sup>th</sup> year (i.e. hired on 5/1/10, 120 hours deposited on 5/1/15 to be used before 5/1/16)	120 HOURS
12 years through the completion of employee's 19 <sup>th</sup> year (i.e. hired on 5/1/10, 160 hours deposited on 5/1/22 to be used before 5/1/23)	160 HOURS
20 years and after (i.e. hired on 5/1/10, 200 hours deposited on 5/1/30 to be used before 5/1/31)	200 HOURS

Vacation hours earned shall be deposited into the employee's vacation time bank on their anniversary date for length of continued service.

**Section 9.2. Time for Vacations.**

Vacations must be taken during the twelve (12) month period following accrual unless vacation has been denied by the City due to its operations. If a vacation request has been denied due to City

operations, the officer may carry over any unused vacation into the succeeding year upon written request to, and written permission from the Chief of Police.

In the case of emergency, the Police Chief, or his designee, may cancel and reschedule any or all approved vacation leaves in advance of their being taken, and/or recall any employee from vacation in progress.

Section 9.3. Scheduling.

Employees shall select their vacation preference within their team in accordance with their seniority in their rank, starting with the highest rank within the team. Then the remaining team members will select their vacation in order of seniority based on date of hire, provided, however, the Corporal cannot schedule vacation for any day in which the Sergeant is not scheduled to be working. An individual vacation day may be granted by the Chief or his designee where manpower requirements are deemed sufficient. On or about March 1<sup>st</sup>, the Chief of Police or his designee shall circulate the schedule for vacation during the upcoming fiscal year. Employees shall then select their vacation preferences. Employees can schedule no less than one (1) hour of vacation time and no more than eight-four (84) hours, except that lesser or greater amounts may be scheduled with the approval of the Chief of Police or his designee; said one (1) to eighty-four (84) hours block/pick must be taken consecutively (RDO's can be included but not counted as hours. Vacation periods requested pursuant to this procedure shall be submitted to the Chief of Police or his designee by April 30<sup>th</sup> for approval or modification before May 15<sup>th</sup>. Thereafter, vacation requests shall be handled on a first requested, first received basis subject to the overriding scheduling needs of the City. Any employee requesting two or more consecutive shifts off shall not be arbitrarily denied. For the purpose of vacations, each shift "team" is considered independent of the others and only one member of each "team," regardless of rank may be gone at any time.

Section 9.4. City Emergency.

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

Section 9.5. Pay for Vacation Upon Separation.

If an officer covered by this Agreement terminates or is separated from his employment with the Warrenville Police Department, he shall receive compensation for all accumulated but unused vacation time at the officer's current straight-time hourly rate of pay in a lump sum fashion within fourteen (14) days after separation or termination.

**ARTICLE X**  
**HOLIDAYS**

Section 10.1. Holidays.

The following are the eleven (11) holidays that will be with pay for all officers in the City service:

New Year's Day  
President's Day  
Easter  
Memorial Day  
Independence Day  
Labor Day

Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve Day  
Christmas Day  
New Years Eve Day

### Section 10.2. Holiday Pay.

Officers scheduled to work on a holiday shall do so and holiday pay shall be paid on the following basis:

1. If an officer is scheduled to work and works on a holiday, then for every hour worked on such holiday up to twelve (12) hours, the officer will be credited with one and one-half (1½) hours straight time hours worked for each such hour worked on the actual holiday; for every hour worked beyond twelve (12) on such holiday or for every hour worked on a holiday when the officer is not scheduled to work the holiday, the officer will be credited with two (2) hours straight time hours worked for each such hour worked. All such holiday hours credited shall be considered as time worked for purposes of Section 8.4 (Overtime Calculation).
2. At the end of the pay period, which includes December 1<sup>st</sup>, the City agrees to forward payment in the amount of forty (40) hours of the officer's straight time hourly rate of pay. This will constitute compensation for five (5) of the eleven (11) agreed upon holidays.
3. Officers not assigned to the Patrol Division will receive eight (8) hours straight time holiday pay on the holiday per Section 10.1 above. If such an officer works a patrol shift on the holiday during their normal work schedule, then for every hour worked on such holiday, up to eight (8) hours, the officer will be credited with one and one-half (1½) hours straight time for each such hour worked. For every hour worked beyond eight (8) hours on such holiday or for every hour worked on a holiday when such officer is not normally scheduled to work, the officer will be credited with two (2) hours straight time for each hour worked. All such holiday hours credited shall be considered as time worked for the purposes of calculating overtime per Section 8.4.

### Section 10.3. Holiday Call-Out.

An Officer may request to use up to six (6) holidays per fiscal year as time off of scheduled work. These holidays may be scheduled in the following manner:

1. An officer may request the use of one holiday in conjunction with vacation time provided the time off does not exceed two (2) weeks. Those requests must be done in conjunction with the vacation scheduling (reference section 9.3).
2. An officer may schedule the use of twelve (12) hours holiday time by submitting a written request to the Chief of Police or his designee. An officer who submits his written request for the use of twelve (12) hours of holiday time at least thirty (30) days prior to its use or at least seven (7) days prior to the posting of that schedule, absent unusual circumstances, shall be given consideration for such time off in accordance with the time-off provisions of section 9.4 of this agreement. Officers submitting such written request with less than

thirty (30) days notice or after a schedule has been posted, shall only be allowed that time off if the officer can find a voluntary substitute or if the use of such holiday time does not occasion overtime. All such requests shall be subject to the approval of the Chief or his designee and such approval will not be unreasonably denied. If an officer does not reasonably schedule holiday time off it may be scheduled by the City. Holiday time shall be taken in a minimum of one (1) hour increments.

3. Any holiday time that has not been utilized by the end of the fiscal year will be paid at the officer's straight time hourly rate of pay.

## **ARTICLE XI** **INSURANCE**

### Section 11.1. Coverage.

The City shall make available to non-retired employees and their dependents substantially similar group health and hospitalization insurance coverage and benefits as that provided to the remaining employees of the City. Further, the City shall make available to employees who retire during the life of their Agreement, and who at the time of retirement were covered by City insurance, individual and dependent coverage (if the dependent was covered when the employee retired) at group rates, with such premiums to be paid by the retired employee to the extent required by applicable law. The City reserves the right to change insurance carriers, benefit levels or employee costs, or to self-insure, or to adopt a health maintenance organization or Preferred Provider Organization plan for the provisions of health care benefits, so long as the new coverage and benefits are substantially similar to those provided to the remaining full-time employees of the City.

### Section 11.2. Cost Containment.

The City strictly reserves the right to institute cost containment provisions similar to those applicable to most other City employees. Examples of such cost containment provisions include, but are not limited to the following:

1. Hospitalization must be pre-approved for non-emergency purposes or health benefits may be reduced;
2. Authorization for emergency admission must be obtained within forty-eight (48) hours of the admission or benefits may be reduced;
3. Hospital benefits shall be paid only for the approved number of extended confinement days, unless other authority has been obtained;
4. The Insurance provider may require mandatory second opinions for elective surgery, pre-admission and continued admission review, prohibition on weekend admissions except in emergency situations, and mandatory outpatient elective surgery for certain designated surgical procedures.

### Section 11.3. Cost.

- a) Medical Insurance. The medical insurance premiums, which may change from time to time, shall be paid for on a contributory basis by the City and the employee as follows:

Effective upon signing of the contract:

Coverage Level	Premium Allocation-PPO Plan Offered by the City	Premium Allocation-HMO Plan Offered by the City
Employee-Only	85% City 15% Employee	90% City 10% Employee
Employee plus spouse	85% City 15% Employee	90% City 10% Employee
Employee plus child(ren)	85% City 15% Employee	90% City 10% Employee
Family (Employee, spouse and child(ren))	85% City 15% Employee	90% City 10% Employee

To the extent the City offers a medical insurance opt-out program to other non-represented City employees generally, such program shall be made available to bargaining unit employees at the same time and on the same terms.

- b) Dental Insurance. Any employee who elects dental coverage for himself or his eligible dependents pursuant to a group dental plan offered by the City shall pay 100% of the insurance premium for such coverage.

Section 11.4. Life Insurance.

Active employees covered by the health insurance plan also have \$50,000 life insurance coverage paid by the City. The City shall also offer additional life insurance, to the extent permitted by the carrier, to be fully paid by employees at the group rate.

Section 11.5. Terms of Insurance Policies to Govern.

The extent of coverage under the insurance plan documents (including HMO or PPO plans) 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 procedure set forth in the Agreement. The failure of any insurance carrier(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) from any liability it may have to the City, to any City employee or to any beneficiary of any City employee.

Section 11.6. Continuation of Benefits.

To the extent provided by law, when an officer is killed in the line of duty, the City will pay the full costs of premiums for the continuance of the then-current health insurance for the benefit of the spouse and minor children of the deceased officer.

Section 11.7. Retiree Health Insurance Coverage.

Retired employees shall be eligible for continued health insurance in accordance with the Police Officer's Continuation Privilege 215 (ILCS 5/367 g). Retired employees will be responsible for payment of the full premium.

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

Section 12.1. Purpose.

Sick leave shall be used for the purpose for which it was intended, that being to provide an officer protection against a full day's loss of pay due to illness of the officer. Sick leave may not be converted into any other form of compensation, except upon separation from employment in good standing and as provided below. Sick days shall be taken in a minimum of one (1) hours increments. In addition to employee illness, sick leave may be used for medical or dental appointments which cannot reasonably be scheduled during non-working hours. Further, in the event of the illness or injury of an immediate family member (as defined in Section 13.4. Funeral Leave) which may require the presence of the employee, or in the event of a funeral not covered by Section 13.4, the employee may utilize up to a total of three (3) sick days per year.

Section 12.2. Sick Days Earned.

Sick leave will be earned on the basis of 3.077 hours earned per biweekly payroll period worked or paid, prorated for portions thereof, for a total of up to eighty (80) hours per year. The maximum amount of sick leave that may be accumulated is 640 hours. New hires begin accruing sick time at date of hire and may use sick leave, when necessary, after the first credit for sick leave is accrued.

Section 12.3. Request for Sick Leave.

Employees requesting sick leave must call their supervisor or an on-duty supervisor as soon as possible, but not less than one (1) hour prior to the start of the scheduled work day. Any employee may be required to substantiate proof of illness where sick leave abuse is reasonably suspected. Where the employee is absent more than two (2) consecutive days due to illness, the employee will be required to bring in a doctor's certificate in order to receive sick leave pay and also to be able to return to work.

Section 12.4. Sick Leave Buy Back or Transfer.

The City shall make available to active officers a Trust 115 health care savings plan for funding retiree health benefits. The plan will be funded through employee payroll contributions, as established within the Trust 115 plan document, and the transfer of unused sick time as described below.

Effective as soon as the plan is established, employees currently in the rank of officer with more than 504 hours of accumulated sick time as of the date the plan is established, will have all hours over 504 hours of sick leave transferred into the Trust 115 plan, at a rate of 50% of the individuals' rate of pay in effect as of April 30, 2022.

After the initial transfer, officers are eligible to request a transfer of sick hours to the Trust 115 plan once every 24 months. The request must be made with no less than 14-day notice to the Finance Director. Officers must maintain a minimum of 504 hours in their sick bank to be eligible for transfer. For each requested subsequent transfer, employees may request sick leave hours over 504 (and up to 136 hours in total) be transferred into the employee's Trust 115 account. Such transfer will be made at a rate of 40% of the officer's current rate of pay.

Prior to the implementation and/or execution of the 115 trust plan, current active members may opt out (ie not participate). Said members will have their accrued sick time balance brought down to 504 hours; any hours above 504 will be paid out at 50% of the member's current hourly rate. After the initial pay out of sick time, sick hours will be capped at 640 hours.

All sworn officers hired after the execution of this agreement will be automatically included into the plan without the option to opt out.

Employees who separate/retire from service are entitled to a transfer of their sick time to the Plan, or a payout if they initially opted out of the plan, so long as they meet the following requirements:

- (1) The employee has continued to work for the City Police Department on a continuous, full-time basis; and
- (2) The employee separates from service in good standing. For purposes of the Trust 115 Plan, separating from service in good standing is defined as the following:
  - a. Resigning in good standing and qualifying for a pension under the applicable Police Pension Code provisions;
  - b. Retiring from service and receiving a pension under the applicable Police Pension Code provisions; or
  - c. Receiving a disability pension under the applicable Police Pension Code provisions

Employees in the Plan who satisfy these requirements are eligible to have any unused sick time up to 640 hours transferred to the Trust 115 plan at 50% of the officer's final rate of pay. Employees who initially opted out of the Plan will receive a payout of any unused sick time up to 640 hours at 50% of the officer's final rate of pay.

#### Section 12.5. Transfer of Sick Days.

An employee may transfer accumulated sick hours to another employee according to the following guidelines:

- A. Prior to becoming eligible for transfer of sick time, the recipient must have depleted all accumulated sick time as well as all vacation and compensatory time.
- B. An individual is limited to transferring a maximum of forty (40) hours to another employee per calendar year.

Any unused transferred sick leave hours must be credited back to the original employee that transferred the sick leave hours.

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

#### Section 13.1. Special Leave Without Pay.

An employee may, upon written request to the Chief of Police or his designee, be granted at the City's sole discretion a special unpaid leave of absence under such terms and conditions as the City may specify in a specific instance. However, no special leave will exceed one year in duration and a covered employee will neither accrue nor lose seniority while on leave, and the grant of such leave shall not be considered precedent for a future request by the same or a different employee.

#### Section 13.2. Reinstatement.

Upon expiration of specially approved leave without pay, the employee may be offered a position comparable to that held at the time the leave was granted.

#### Section 13.3. Jury Duty.

An employee covered by this agreement called for jury duty shall be allowed time away from work, with pay, for such purposes. The employee shall provide proof of service. All covered employees shall turn over to the City any payments received for service therefore.

#### Section 13.4. Funeral Leave.

The City of Warrenville allows up to five (5) paid days off, but not beyond the day of the funeral, with Police Chief's approval or his designee's, for a death of an immediate family member. Immediate family includes parents, spouse, children, brothers, sisters, mother-in-law, father-in-law, grandparents, grandchildren, adoptive parents, adoptive children or others where a dependent relationship existed.

The department head must approve funeral leave for death of other than immediate family. Absence for such a death is limited to one day. Any additional leave, which may be granted, will be deducted at the employee's request from either unused sick or vacation leave time. Use of sick leave for more than two consecutive days is subject to department head approval.

Employees may be required to submit proof of death and/or relationship to the deceased (newspaper article, etc.) upon request.

In addition, the City will follow the Child Bereavement Leave Act. Any unpaid leave under the Act will be provided in addition to the funeral leave time.

Section 13.5. Military Leave.

Military leave shall be granted in accordance with 50 ILCS 140/1.

Section 13.6. Family Medical Leave Act.

The parties agree that the City may, notwithstanding any other provisions of this Agreement, take action that is in accord with what is legally permissible under the Act in order to be in compliance with the Family and Medical Leave Act.

Section 13.7. Personal Days.

All covered employees shall receive three (3) personal days each year to be used with the prior approval of the Chief of Police or his designee, which approval will not be unreasonably denied consistent with the standards described in section 9.4 of this agreement. The reason for the requested use shall not be a factor in denying the requests and such requests shall not be unreasonably denied. However when a personal day is used, it will be considered as hours worked for the purposes of calculating overtime pay. Each of the three (3) days if used by any covered employee, shall be deducted by that employee's accrued sick leave bank.

**ARTICLE XIV**  
**SENIORITY**

Section 14.1. Definition. Acquisition and Retention.

"Seniority" shall be defined as the length of full time continuous service since each employee's most recent date of hire. Newly hired employees and rehired employees shall have no seniority prior to completion of the probationary period as set forth in Section 1.2. Upon completion of the probationary period, an employee's seniority shall relate back to his most recent date of hire as at that position and shall be retained until occurrence of one of the following:

- a) voluntary resignation;
- b) termination/discharge;
- c) absence from active employment (except for work related disability leave) for a period equal to the employee's length of service or one (1) year, whichever is less;
- d) retirement;

Section 14.2. Seniority Lists.

The City will post a current seniority roster on or about the effective date of this Agreement and, thereafter, on or about January 1 of each year. A list of hire dates is attached hereto as Appendix C. Once a list has been posted for fourteen (14) calendar days, the City may rely on such list until such time as corrections are requested and are in order.

Section 14.3. Usage of Seniority.

Seniority shall be used for determining, selecting and/or assigning various rights and privileges among and between bargaining unit members as specifically described and set forth in other portions of this Agreement and for no other purpose.

**ARTICLE XV**  
**WAGES**

Section 15.1. Wage Scale.

Employees covered by this Agreement shall be paid pursuant to the wage scale, which is attached hereto and incorporated herein as Appendix A. An employee's straight time hourly rate shall be determined by dividing his annual salary by 2080.

Section 15.1A. Market-Based Equity Adjustment.

For Fiscal year 2021, no market-based adjustment will be made to the police officer's wages.

For fiscal years 2022, 2023, and 2024, the parties agree that as of May 1<sup>st</sup> of each such fiscal year, employees covered by this Agreement shall have their top base wage rate adjusted up-based upon a "market-based equity adjustment" calculated in a percentage amount necessary to place the top base wage of a Warrenville Police Officer at the median of the top base wage scale among the fifteen (15) towns attached hereto as Appendix B. This adjustment will affect the annual percentage increase as outlined in Appendix A. If current data is not available for a certain community as of January 31<sup>st</sup>, then such community shall be excluded from the group used to determine the median as of May 1<sup>st</sup> of such fiscal year. In the event that the aforementioned annual median calculation would result in a decrease in a patrol officer's top base wage rate, the wage rates for all bargaining unit patrol officers will remain frozen for that fiscal year. The City will prepare the survey and, upon request, share such data with the Union. Once the top base pay is adjusted as described in this paragraph, the remaining steps of the salary schedule shall be adjusted, as needed, to maintain the existing percentage differential between steps.

For purposes of this Section, the "median" is the value halfway through the ordered data set, below and above which there lies an equal number of data values.

In addition to the foregoing, the City and the Union can mutually agree to exclude one or more communities from the list set forth on Appendix B for any given year.

Section 15.2. Step Placement.

The attached wage schedule (Appendix A) will apply, in terms of years of service, to employees employed on the date when this Agreement is first executed, and more directly to new employees hired after the Agreement's execution date.

Employees will be eligible to move one (1) step to the next step on the salary schedule on their anniversary date of hire (based upon the employee's most recent date of beginning full-time employment in a bargaining unit position), provided the employee has received a "meets standards" or better evaluation by the City for work performed during the prior year.

Work performance of every police officer shall normally be evaluated once every twelve (12) months. These evaluations will provide employees with one (1) of the following ratings: "unacceptable;" "below standards;" "meets standards;" "exceed standards;" or outstanding. Each evaluation will clearly state the start and end date of each respective evaluation period. The evaluation form used by the City at the time this Agreement is first executed is attached to this Agreement. Any time a new, amended or modified evaluation form is to be used by the City, such form shall be made available to the Union for its review and comment at least thirty (30) days prior to its effective date.

Six (6) months before the formal evaluation period, any officer who is then known to be performing at an "unacceptable" or "below standards" level of performance will be so notified in writing, including a recommended course of action for the employee to take to correct certain deficiencies. Of course, conduct occurring subsequent to the first six (6) months of the evaluation period may be sufficient, on its own, to support an evaluation of "unacceptable" or "below standards".

The City reserves the right to withhold a step increase for any member who receives an "unacceptable" or "below standards" evaluation. Reasonable training or re-instruction will be offered as remediation where reasonably appropriate. Within the next three (3) months and every three (3) months to follow, an evaluation review will be held with the employee to determine whether the employee "meets standards". If the employee receives an evaluation "meets standards" he shall then receive his step increase. Annual step increases shall, if awarded, be contained in the employee's paycheck closest to the employee's anniversary date.

The City's evaluation and compensation decision applicable to employee in all steps are subject to the grievance procedure. In order to prevail, the grieving party is required to prove that the evaluation was clearly in error. In the absence of such proof, the grievance will be denied.

The City, at its sole discretion, may determine the pay rate for newly-hired employees. If in the exercise of that discretion the City determines that the newly-hired employee shall be compensated at a rate higher than the beginning pay rate, it may reasonably do so. The parties agree that the step increases called for in this Agreement shall be considered a part of each year's wage increase for costing and comparison purposes. In addition, the parties agree that the Chief may, in his absolute discretion, award a year-end bonus payment to any officer whose performance warrants such bonus payment, but such bonus payment shall not become part of the employee's wage for any purpose and the denial of a bonus payment shall not be grievable.

Section 15.3. Retroactivity.

The City agrees to apply the wage schedule attached as Appendix A to the employees covered by this Agreement as provided herein on a retroactive basis, with such wage adjustments made retroactive to May 1, 2021 on all hours compensated by the City. This retroactive pay increase shall apply only to employees employed by the City on the date this Agreement is executed by both parties, and no other provision of this Agreement shall be applied retroactively, unless otherwise provided in this Agreement. This payment shall be made within 45 days of the signing, by both parties, of this agreement.

Section 15.4. One-Time Signing Bonus.

The Union and the City agree that police officers will be paid a one-time, non-recurring and non-pensionable signing bonus of \$1,000 per officer for each officer employed with the City of Warrenville as of December 31, 2021, or that retired from the City in good standing in calendar year 2021. Officers that separated from the City for any reason other than retirement are not eligible for the signing bonus.

Section 15.5. Field Training Officer.

Any bargaining unit employee who has been certified as a Field Training Officer shall receive, in addition to his regular hourly rate of pay, an additional hour of pay at time and a half for each day of service acting as a certified Field Training Officer when providing training to bargaining unit personnel and/or part-time police officers.

Section 15.6. Canine Officer.

- a) Compensation. The position of Canine Officer will be compensated with the payment of (10) ten hours of overtime for each (14) fourteen-day pay period that an Officer is assigned to the Canine Unit in which he has been assigned a Canine Dog to his care. This compensation is for duties and responsibilities that are required of the Officer in caring for the Canine Dog while off-duty. In addition to normal recordkeeping requirements during on-duty time, the Officer will at all times keep a detailed log of all activities and responsibilities that are carried out beyond his normal workday, complete with dates and times the duties were performed. If the time required for such duties extends beyond the allotted (10) ten hours within a pay period, the City shall compensate the Officer for such time providing the affected Officer has tendered a detailed log outlining the additional activities performed during that pay period and that the duties performed were necessary within the scope of the Officer's assignment. Compensation for logged activities that fit the aforementioned criteria will not be unreasonably denied. The Canine Officer's Log will be submitted along with the Officer's corresponding pay sheet for that time period.
- b) Canine Officer Schedule. The parties agree that due to the unique nature of the Canine Unit, it may be necessary to adjust the work schedule of those Officers in the unit as needs may arise from time to time. Parties further agree that a Canine Officer's schedule may or may not coincide with the normal patrol division schedule. Any issues that arise concerning

the posting or changing of the Canine Officer's work schedule will be referred to the provisions set forth in Section 8.3 of this agreement.

- c) Canine Unit Training. The Canine Officer will be responsible for providing advance notice to his supervisor prior to attending or participating with any Canine Training. The Canine Officer, when possible, will provide no less than (30) thirty days advance notice prior to the commencement of such training. The Canine Officer shall not attend or participate in any Canine Training for which he has not received prior authorization.
  
- d) Canine Dog Ownership Upon Retire from Service. "The City shall transfer ownership of a Police Dog to the last handler when it becomes necessary to retire a Police Dog from active duty and the handler wishes to keep the animal at the handler's own expense. Upon transfer, the Department will assume no liability for any future actions or incidents involving the dog. The handler will agree to keep the animal as a pet. The handler will also agree not to give, rent, lease, or sell the animal to any person or agency as a condition of this agreement. Should the last handler decline the Police Dog, the Chief or his designee shall make arrangements for the disposition of the animal."

#### Section 15.7. Spanish Language Proficiency Pay.

If an officer passes a Spanish language proficiency test (which may include a written and oral component), then the officer will receive an annual bonus in the amount of \$400, which shall not be added to base pay. The bonus shall be paid in December of each year.

The City, or the City's designee, will offer a Spanish language proficiency test once every 12 months. Officer participation shall be voluntary. There shall be a \$25 fee for each test the officer elects to take, the amount of which shall be deducted from the officer's paycheck, unless the officer passes the test, in which case no fee will be assessed to the officer. An officer who takes the test during his non-work time will not be compensated for taking the test. In all cases, the test components, criteria and grading shall be determined exclusively by the City or the City's designee.

The City and the union may, add other foreign languages, based on a mutually agreed upon criteria, for which an officer may be eligible for the annual bonus described herein, provided no officer shall be eligible for more than one foreign language bonus per fiscal year, i.e., a maximum of \$400. The decision whether to add other foreign languages under this Section will be based on mutually agreed upon criteria as developed during a Labor Management meeting, except that disagreements over the aforementioned criteria will not be subject to mid-term interest arbitration.

#### Section 15.8. Corporal Designation.

The Chief of Police reserves the right to designate one patrol officer per shift as a Corporal. While holding such designation, as determined by the Chief, the officer shall be paid an additional five percent (5%), added to the officer's base pay. It is further understood and agreed that the Chief reserves the right to adjust the vacation schedule and/or time off schedule of a Corporal to ensure their presence at work in the absence of a sergeant on the same shift, and/or to facilitate training

or otherwise accomplish the goals and mission of the Department. All officers designated as a Corporal serve at the pleasure of the Chief.

Section 15.9. Detectives Compensation/Work Schedule.

Effective upon execution of this Agreement, employees assigned to the position of Detective shall be paid an additional five (5) percent of their respective hourly base wage rate per pay period, while serving in such assignment. Such a five percent (5%) stipend shall be added to (and thereby increase) the employees' hourly base wage rate. It is recognized that the normal workday of an employee assigned as a Detective necessarily varies depending on the needs of the Department and that from time to time it will be necessary to make changes in the employee's normal workday with very little advance notice. It is understood that the Police Chief retains the right to make the assignment of an employee as a Detective, as well as the right to make a change in any such assignment.

**ARTICLE XVI**  
**MISCELLANEOUS PROVISIONS**

Section 16.1. Ratification and Amendment.

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

Section 16.2. Bill of Rights.

The parties to this Agreement acknowledge the rights and issues set forth in the "Uniform Peace Officer's Disciplinary Act" (Illinois Revised Statutes, Chapter 85, Sections 2551, et seq.), and agree that any disciplinary action of police officers shall comply with the terms and provisions of said act when applicable. The parties agree that any employee who is the subject of any disciplinary action shall elect the manner in which he wishes to proceed (i.e. State court litigation or Grievance Procedure) and that such election shall constitute a waiver of the procedure not selected and shall be in writing.

Section 16.3. No Discrimination.

Neither the City nor the Union shall discriminate against any employee in a manner which will violate federal or state law because of race, sex, creed, color, religion, national origin, disability under the ADA or union affiliation, non-affiliation or dis-affiliation. The parties further agree that any grievance alleging a violation of this Article may proceed through Step 4 of the grievance procedure and no further.

Section 16.4. Promotional Exams.

The City through its Board of Police and Fire Commissioners agrees to abide by the statutory guidelines for notice of promotional exams pursuant to Illinois Revised Statutes, 65 ILCS 5/10-2.1-13 or as modified.

#### Section 16.5. Outside Details.

When an outside business requests police officers, and the Chief at his discretion deems that such a request shall be granted, the Chief shall post a list which shall be filled on a seniority basis among all full-time sworn members of the Warrenville Police Department volunteering for that detail. Seniority for this Section only is defined by original date hired to be a full time sworn member.

#### Section 16.6. Reimbursement for Expenses.

When an employee is on City business outside of his regular duties, in a manner pre-approved by the Chief or his designee in their discretion, such employee shall be reimbursed for expenses in accord with existing City policy. This shall include, among other things, the following:

Reimbursement of expenses to a maximum \$45.00 per day for meals, excluding tips when an Officer is assigned to attend a multiple day event where meals are not included in registration, and the training involves overnight stays. There shall be no reimbursement for alcoholic beverages;

- a) Reimbursement of expenses for lunch to a maximum of fifteen dollars (\$15.00) per day, where an officer is assigned to attend a single-day or local multiple day class or training session and lunch is not included in registration;
- b) The City shall reimburse those employees who use their personal vehicle to travel to a temporary work site (other than the City's Police Station) by applying the then applicable Internal Revenue Service mileage rate. Mileage for the aforementioned travel shall be calculated by examining the distance between the City's Police Station and the temporary work site in question. This mileage reimbursement shall not apply, however, to employees assigned to a work site in association with a multi-jurisdictional task force such as BATTLE or DuMeg.
- c) If the Chief or his designee determines that air transportation is appropriate, reimbursement shall be in accordance with the most economical available fare; and
- d) Any out-of-pocket expenses such as tolls, emergency repairs, parking and the like shall be reimbursed upon presentation of receipts after first receiving approval of the Chief of Police.

In order for an employee to be eligible for any of the reimbursement listed above, including meals, mileage and lodging, the employee must provide the City with written receipts and have obtained prior written approval from the Chief or his designee before incurring such expenses.

#### Section 16.7. Policy/Procedure Manual.

A Policy/Procedure manual shall be maintained by the Warrenville Police Department and is to be accessible to covered employees along with current general orders and a copy of the current collective bargaining agreement. Except in exigent circumstances, said policies, procedures and general orders may be changed or modified by the City only upon giving at least fifteen (15)

calendar days written notice to the Union and providing an opportunity for the parties to meet and discuss the changes during such fifteen (15) calendar day period before they are unilaterally implemented by the Department.

Section 16.8. Contaminated Equipment/Area/Vehicle.

The City agrees to comply with all state and federal regulations applicable to the Police Department concerning the handling of bodily fluids or blood-borne pathogens. The City shall post on at least an annual basis all applicable state and federal regulations concerning the handling of bodily fluids, blood-borne pathogens and the removal thereof.

Absent emergency circumstances employees shall not be required to use, occupy or clean any area, equipment or vehicle that has been contaminated by bodily fluids or blood-borne pathogens until such equipment or vehicle has been decontaminated as required by the provisions of Paragraph #1 set forth above.

Section 16.9. Americans With Disabilities Act.

The parties agree that the City may, notwithstanding any other provisions of this Agreement, take action that is in accordance with what is legally permissible under the Act in order to be in compliance with the Americans with Disabilities Act.

Section 16.10. Secondary Employment.

Employees considering employment in addition to work with the City must receive written approval from the Police Chief and City Administrator which approval will not be unreasonably withheld prior to beginning work to assure that the employee's secondary employment is in full compliance with the following guidelines:

- a) The secondary employment must not be a conflict of interest with the City employment;
- b) Secondary employment must be scheduled outside of required work time;
- c) Secondary employment may not infringe upon City work time including lack of energy on the job and interruptions concerning secondary employment including telephone calls and visitors;
- d) Secondary employment may not require the officer to wear a City uniform, or to possess a City firearm;
- e) Secondary employment must also be in compliance with any and all Department Rules and Regulations relating to secondary employment.

Failure to comply with this procedure may result in the employee being requested to terminate secondary employment and/or result in disciplinary action.

Section 16.11. Solicitation.

While the City of Warrenville acknowledges that bargaining unit members 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 Warrenville Police Department or the City of Warrenville.

Bargaining unit members agree that the City name, shield or insignia, communications 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 "Warrenville Police" in their name or describe themselves as the "City of Warrenville". 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.

The foregoing shall not be constructed as a prohibition of lawful solicitation efforts by bargaining unit members directed to the general public. Each party hereto agrees that they will comply with all applicable laws regarding solicitation.

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

#### Section 16.12. Medical Examinations.

In order to ensure a safe and productive workplace, the City may require an employee at its expense, to undergo a physical and/or psychological examination by a qualified and licensed physician, psychologist or other medical expert designated by the City, provided the City has a reasonable basis for questioning an officer's current physical or mental fitness for duty. If the City orders an officer to undergo such an examination, the City will provide the officer with a concise statement of the basis for such order at the time the order is given, or within a reasonable time thereafter.

The employee shall have a duty to cooperate with the physician and/or psychologist designated by the City. An employee who refuses to so cooperate or refuses to authorize disclosure of the results of an examination under this Section to the City will be subject to discipline up to and including dismissal. In the event a physician, psychologist or other medical expert finds the officer fit for duty without restriction or reservation under this section, then the City will request that any written report provided to the City be limited to such finding.

If the City elects to use a medical report obtained under this Section as a basis for terminating the employment of a non-probationary officer, said officer may obtain a second medical opinion at his own expense, except as otherwise covered by the City insurance plan.

## **ARTICLE XVII** **EDUCATION BENEFITS**

#### Section 17.1. On-Duty Training.

Employees shall receive payment for attending any mandatory training required by the Chief or his designee, including but not limited to firearms training.

Section 17.2. Purpose of Tuition Reimbursement.

The purpose of the City's Tuition Reimbursement program is to encourage employees to pursue continued education, which will benefit the employee and the City of Warrenville. The City will offer a tuition reimbursement program to bargaining unit employees that is substantially similar to the program offered to non-represented employees. The City will discuss with the Union at a Labor Management Meeting any changes that are implemented to the tuition reimbursement program, as it existed for bargaining unit employees on May 1, 2011. Notwithstanding the foregoing, participation in the Tuition Reimbursement Program is subject to the availability of budgeted funds as solely determined by the City Council.

**ARTICLE XVIII**  
**UNIFORM/EQUIPMENT ALLOWANCE**

Section 18.1. Original Issue of Uniforms and Equipment.

The City shall provide all officers with uniforms and equipment that the City in its discretion deems necessary for the officers to perform their duties. All uniform and equipment items shall continue to be provided through a quartermaster system. The City reserves the right to modify from time to time the uniform and equipment provided to bargaining unit employees. After such modifications are made, the union can request to discuss such modifications at a Labor Management Meeting.

Employees shall properly wear and care for all uniforms and equipment as reasonably required by Departmental rules and regulations.

Section 18.2. Shoeware and Maintenance Allowance.

- a) Shoe Wear - Uniform officers shall receive a reimbursement allowance of \$200.00 for the purchase of shoes and/or boots, hereinafter referred to as shoeware. This shoeware shall be replaced on an as needed basis. The shoeware desired must be approved by the Chief or his designee for the officer to receive reimbursement. Proof of the purchase of this equipment (i.e., receipts) is required before the reimbursement allowance shall be paid.
- b) Maintenance of Uniform and Plainclothes - All police officers will have the ability to clean and maintain their uniforms by utilizing a dry cleaning service. Only police-related uniforms are to be dry cleaned. Employees shall use department approved dry cleaning business.

Section 18.3. Clothing Allowance - Plainclothes Officers.

Officers receiving an allowance pursuant to this Section shall be entitled to the shoe/boot allowance provided for in Section 18.2.

- a) Detectives: Those officers assigned to investigations will receive up to \$1,500 per year in clothing allowance. These payments will be divided by 26 pay periods and paid out on the officer's bi-weekly paycheck.

- b) POP Unit Officers/Multi-jurisdictional Task Force Officers: Those officers assigned to the Problem Oriented Policing Unit or a multi-jurisdictional task force (BATTLE or DuMeg) will received up to \$500 per year in clothing allowance. These payments will be divided by 26 pay periods and paid out on the officer's bi-weekly paycheck.

Section 18.4. Personal Item Reimbursement.

From time to time an employee's personal property is damaged during the proper performance of his duties. An employee seeking reimbursement, not to exceed \$300 per item, shall make application to the City Administrator's office, which shall review the request and such request shall not be arbitrarily denied. Employees shall refrain from wearing jewelry or personal property which is excessively costly or easily damaged.

**ARTICLE XIX**  
**LIGHT DUTY**

Section 19.1. Work Schedule for Light Duty.

Any employee on a disability leave is required to provide the City with a physician's statement indicating the limitations on work created by his disability and releasing the employee to perform other work. The City may make available to employees covered by this Agreement light duty work assignments, and employees may not refuse light duty assignments, consistent with the limitations established by the employee's disability.

The employee will be compensated at his normal rate of pay regardless of the light duty assignment. The grant or denial of light duty in one case shall not serve as precedent for the grant or denial of light duty in any other situation.

**ARTICLE XX**  
**EMPLOYEE ALCOHOL AND DRUG TESTING**

Section 20.1. Statement of Policy.

It is the policy of the City of Warrenville that the public has the absolute right to expect persons employed by the City in its Police Department will be free from the effects of drugs and alcohol. The City, as the employer, has the right to expect its employees to report for work fit and able for duty and to set a positive example for the community. The purposes of this policy shall be achieved in such manner as not to violate established constitutional rights of the officers of the Police Department.

Section 20.2. Prohibitions.

Officers shall be prohibited from:

- a) Consuming alcohol at any time or just prior to the beginning of the workday or anywhere on any City premises or job sites, including City buildings, properties, vehicles and the officer's personal vehicle while engaged in City business, except as may be necessary in the performance of duty as authorized by the Chief or his designee.
- b) Possessing, selling, purchasing or delivering any illegal drug at any time and at any place except as may be necessary in the performance of duty as authorized by the Chief or his designee.
- c) Failing to report to the employee's supervisor any known adverse side effects of medication or prescription drugs, which the employee may be taking.
- d) The use of any illegal drug at any time and at any place. Nothing in this subparagraph shall subject covered officers to discipline for actions taking place prior to his hire date.

Employees covered by this Agreement shall continue to be prohibited from possessing or using marijuana or cannabis in any form, except as otherwise required by their official duties even though Illinois law may permit certain individuals to possess and use marijuana and cannabis. However, the employer may not take adverse employment action against an employee based solely on the lawful possession or consumption of cannabis or cannabis-infused substances by members of the employee's household.

Section 20.3. Drug and Alcohol Testing Permitted.

Where the City has reasonable suspicion to believe that: (a) a sworn officer or sergeant is being affected by the use of alcohol; or (b) has abused the use of prescription drugs; or (c) has used illegal drugs, the City shall have the right to require the officer or sergeant to submit to alcohol or drug testing as set forth in this Agreement. The City may also test on a random basis up to two (2) Officers and/or Sergeants or any combination equaling four (4) up to two (2) times per year. Said Officers and/or Sergeants coming from the same random "pool" to achieve the same number of total tests.

Section 20.4. Order to Submit to Testing.

Within thirty-six (36) hours of the time the officer is ordered to testing authorized by this Agreement, the City shall provide the officer with a written notice setting forth the facts and inferences which form the basis of the order to test. Refusal to submit to such test may subject the employee to discipline, but the officer's taking of the test shall not be construed as a waiver of any objection or rights that he or she may possess.

Section 20.5. Test to be Conducted.

In conducting the testing authorized by this Agreement, the City shall:

- 1. Use only a clinical laboratory or hospital facility, which is certified by the State of Illinois to perform drug and/or alcohol testing, or use a licensed breathalyzer operator who is not a member of the bargaining unit.
- 2. Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample test result.

3. If a blood, urine, or hair test, collect a sufficient sample of the same bodily fluid or material from an officer to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the officer.
4. Collect samples in such a manner as to preserve the individual officer's right to privacy while insuring a high degree of security for the sample and its freedom from adulteration. Officers shall not be witnessed by anyone while submitting a sample except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable suspicion that the officer may attempt to compromise the accuracy of the testing procedure.
5. Confirm any blood, urine, or other sample that tests positive in initial screening for drugs by testing the second portion of the same samples by gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.
6. Provide the officer tested with an opportunity to have the additional blood, urine, or other sample tested by clinical laboratory or hospital facility of the officer's choosing, at the officer's own expense; provided the officer notifies the City within seventy-two (72) hours of receiving the results of the test.
7. Require the laboratory or hospital facility report to the City that a blood, urine, or other sample is positive only if both the initial screening and confirmation test are positive. The parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understanding expressed herein (e.g., billings for testing that reveal the nature or number of tests administered), the City will not use such information in any manner or form adverse to the officer's interests.
8. Require that with regard to alcohol testing, for the purpose of determining whether the officer is under the influence of alcohol, test results showing an alcohol concentration of .020 or more based upon the grams of alcohol per 100 millimeters of blood be considered positive (NOTE: The foregoing standard shall not preclude the City from attempting to show that test results between .000 and .019 demonstrate that the officer was under the influence but the City shall bear the burden of proof in such cases).
9. Provide each officer tested with a copy of all information and reports received by the City in connection with the testing and the results.
10. Insure that no officer is the subject of any adverse employment action except emergency temporary reassignment or relief of duty during the pendency of any testing procedure.

#### Section 20.6. Right to Contest.

If disciplinary action is not taken against an employee based in whole or in part upon the results of a drug or alcohol test, the Chapter and/or the officer with or without the Chapter, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the test, the right to test, the administration of the test, the significance and the accuracy of the test, or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. Further, if disciplinary action is taken against an officer based in part upon the results of a test, then the Chapter and/or the officer, with

or without the Chapter shall have the right to file a grievance concerning any portion of the test if the discipline is not so extreme as to invoke the jurisdiction of the City Board of Fire and Police Commissioners. If the discipline is sufficiently extreme as to invoke the jurisdiction of the City Board of Fire and Police Commissioners, then the Chapter and/or the officer, with or without the Chapter, shall have the right to contest any testing permitted by the Agreement before the Board of Fire and Police Commissioners. Any evidence concerning test results which is obtained in violation of the standards contained in this Article shall not be admissible in any disciplinary proceeding involving the officer.

Section 20.7. Voluntary Request for Assistance.

The City shall take no adverse employment action against any officer who voluntarily seeks treatment, counseling, or other support for an alcohol or drug related problem not involving or related to criminal activity because of the officer's voluntary actions, other than the City may require reassignment of the officer with pay if he is unfit for duty in his current assignment. The foregoing is conditioned upon:

1. The officer was not under investigation for illegal drug use or abuse of alcohol, or in such a circumstance that such investigation was imminent.
2. The officer agreeing to appropriate treatment as determined by the physician(s) involved.
3. The officer discontinues his use of illegal drugs or abuse of alcohol.
4. The officer completes the course of treatment and aftercare prescribed by the attending medical authority(s), including an "after-care" group for a period of up to twelve (12) months.
5. The officer agrees to submit to suspicionless testing during hours of work during the prescribed period of treatment and aftercare discussed in (d) above.

Officers who do not agree to or act in accordance with the foregoing, or for whom there exists independent evidence of improper activity, shall be subject to discipline, up to and including discharge. This Article shall not be construed as an obligation on the part of the City to retain an officer on active status throughout the period of rehabilitation if it is appropriately determined by the attending medical authority(s) that the officer's current use of alcohol or drugs prevents such individual from performing the duties of a police officer or whose continuance on active status would constitute a direct threat to the property and safety of others. Such offer shall be afforded the opportunity, at his option, to use accumulated paid leave or take unpaid leave of absence pending treatment.

**ARTICLE XXI**  
**LABOR MANAGEMENT COMMITTEE MEETINGS**

At the request of either party, three (3) bargaining unit employees designated by the Chapter, and the Police Chief and two (2) other City representatives, shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least three (3) days prior to the date of the meeting. The date and time for the meeting shall be established by mutual agreement between the President of the Chapter and the Police Chief or their designees. This section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in

this Agreement. Attendance at committee meetings by bargaining unit employees shall not be considered as time worked for the employees involved, provided that any bargaining unit employee attending such meeting during his regular working hours shall not suffer any loss in compensation. The Labor Management Committee is intended to improve communications and shall be advisory only.

**ARTICLE XXII**  
**SAVINGS CLAUSE**

Section 22.1. Savings Clause.

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by virtue of legislative action or by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof so affected and the remaining provisions of this Agreement shall remain in full force and effect. The parties agree, upon notice from one party to the other, to immediately to begin negotiations on a substitute for the invalidated Article, Section or portion thereof.

**ARTICLE XXIII**  
**ENTIRE AGREEMENT**

Section 23.1. Entire Agreement.

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

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, including the impact of the City's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. In so agreeing, the parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

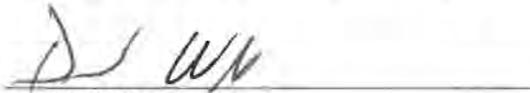
**ARTICLE XXIV**  
**TERMINATION**

Section 24.1. Termination.

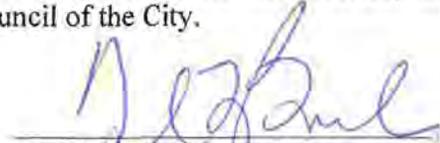
This Agreement shall be effective as of the day after it is executed by both parties and shall remain in force and effect until April 30, 2024. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by certified mail, or hand delivery, at least one hundred twenty (120) days prior to the termination date that it desires to modify this Agreement. The notice shall be considered as given as of the date shown on the post mark, or the

date of hand deliver in which case a written, dated receipt shall be made. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the expiration date. Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse procedures are continuing for a new Agreement, or part thereof, between the parties. 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.

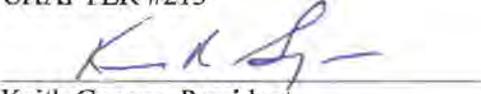
Executed this 6<sup>th</sup> day of September, 2022, after ratification by the Union's membership and after receiving official approval by the Mayor and City Council of the City.



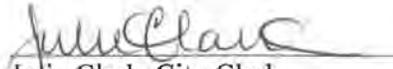
David Wilk, President  
METROPOLITAN ALLIANCE OF  
POLICE, WARRENVILLE  
CHAPTER #213



David L. Brummel, Mayor  
City of Warrenville



Keith George, President  
Metropolitan Alliance of Police



Julie Clark, City Clerk  
City of Warrenville

## APPENDIX A - WAGE SCHEDULE

Effective May 1, 2021

Step	Hourly	Annually (2080 hours)	Annually (2184 hours)
1	\$34.0442	\$70,811.96	\$74,352.56
2	35.9371	74,749.11	78,486.57
3	37.9352	78,905.16	82,850.42
4	40.0444	83,292.29	87,456.90
5	42.2708	87,923.34	92,319.51
6	44.6211	92,811.88	97,452.47
7	47.1020	97,972.22	102,870.83
8	49.7209	103,419.47	108,590.45

## **APPENDIX B – COMPARABLE COMMUNITIES**

Aurora  
Clarendon Hills  
Darien  
Glen Ellyn  
Lemont  
Lisle  
Montgomery  
Naperville  
North Aurora  
Oakbrook Terrace  
Roselle  
South Elgin  
West Chicago  
Wheaton  
Willowbrook

**APPENDIX C - SENIORITY LIST**

<b>OFFICER</b>	<b>DATE OF HIRE</b>
Salvador Perez	06/05/00
Todd M. Mossey	12/26/00
Dorothy Weihofen	07/02/02
Adam Catt	12/29/03
David N. Wilk	03/29/04
Stephen Highland	06/26/06
Jim Gismondi	05/26/09
Eric Puchalski	07/01/13
Alexander Snapp	09/23/13
Nathan Maccjak	12/22/14
Dan Borel	03/15/15
Ronald Zawacki	09/21/15
Ryan Newtoff	09/23/15
Cassandra Parola	01/04/16
Carlo Romero	01/04/16
Jacob Seeman	03/13/17
Kevin Rynne	06/12/17
Ethan Nowakowski	06/12/17
Emily Bell	08/17/20
Michael Law	08/31/20
Colin Pickens	01/20/21
Christian Ordlock	03/14/22
Amanda Tufano	05/27/22
Cristopher Colon-Alatriste	06/06/22

**APPENDIX D – TRAINING REIMBURSEMENT AGREEMENT**

## APPENDIX D

### CITY OF WARRENVILLE POLICE DEPARTMENT POLICE OFFICER EMPLOYMENT AGREEMENT

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of Warrenville, a municipal corporation, (hereinafter referred to as "City"), and \_\_\_\_\_ (hereinafter referred to as "Applicant").

WHEREAS, the Applicant has applied to the City for full-time employment as a police officer within the City's Police Department (hereinafter referred to as "Department"); and,

WHEREAS, if accepted for such full-time employment by the Department, the Applicant will be required to undergo and satisfactorily complete specialized, law enforcement training at an academy as assigned by the City and approved by the Illinois Local Government Law Enforcement Officer's Training and Standards Board; and,

WHEREAS, if so accepted, the Applicant will be paid a salary during the basic law enforcement training period aforesaid; and,

WHEREAS, the City will incur substantial costs for tuition and other items as direct or indirect results of hiring and Applicant as a full-time police officer and providing the training requisite therefore; and,

WHEREAS, the City will incur additional costs for uniforms, a protective vest, leather gear and/or other items of equipment (hereinafter referred to as "Equipment") as a result of hiring the applicant; and,

WHEREAS, additional on-the-job training will be given to the Applicant by the City as an on-going process, especially during the first year, due to the Applicant's employment in the Department as a full-time police officer; and,

WHEREAS, the City, as a benefit of its bargain with the Applicant, expects to receive from the applicant at least two (2) years service as a full-time police officer from the time the Applicant successfully completes twenty two (22) weeks of field training, thereby recouping, in the second and any subsequent years of service, the substantial expense and effort incurred by the City and the Department in the formal and on-the-job training of the Applicant, along with uniforms and equipment costs; and,

WHEREAS, it is expected by the parties hereto that such training will benefit the Applicant both in employment by the City and in other future employment the Applicant might seek in the field of police work; and,

WHEREAS, the City will suffer substantial detriment if the Applicant should take employment elsewhere during a period of two (2) years following the completion of specialized field training of the Applicant by the City.

Applicants' Initials & Date \_\_\_\_\_

NOW, THEREFORE, in consideration of the premises, it is hereby agreed by and between the parties as follows:

1. If accepted by City and the Department for employment as a full-time police officer, the Applicant agrees to undertake and graduate from a basic law enforcement training academy as assigned by the City and approved by the Illinois Local Government Law Enforcement Officer's Training & Standards Board, to successfully complete field training, to successfully complete the prescribed probationary period and thereafter to serve as a full-time police officer for the Department, devoting full-time thereto and performing all assignments in a satisfactory manner.
2. The Department agrees to provide the Applicant, if so accepted, with law enforcement training consisting of basic law enforcement training at a training site assigned by the City and approved by the Illinois Local Law Enforcement Officer's Training & Standards Board, together with the field training and such other and further training and equipment in the police field as the Department customarily makes available to its full-time police officers; and to pay the Applicant a salary during and subsequent to training during the period of employment of the Applicant as a full-time police officer.
3. In the event the Applicant ceases employment as a full-time police officer of the Department prior to the expiration of two (2) years from the completion of the twenty two (22) week field training program, and, within a period of six (6) months thereafter, should begin a training program or employment of any nature with a Federal, State, County or unit of local government law enforcement agency, the Applicant agrees to reimburse the City a prorated amount of the costs associated with the training and other benefits provided to the Applicant (which is itemized in Attachment A). The prorated amount will be calculated as follows: :

<u>Completed Months of Service</u>	<u>Percentage of Costs to be Repaid</u>	<u>Amount</u>
Less than Three	100%	\$ _____
Three	88%	\$ _____
Six	75%	\$ _____
Nine	63%	\$ _____
Twelve	50%	\$ _____
Fifteen	38%	\$ _____
Eighteen	25%	\$ _____
Twenty-One	13%	\$ _____
Twenty-Four	0%	\$ 0

4. In the event the Applicant shall fail to graduate from the Basic Law Enforcement training or cease employment during the Basic Law Enforcement training or the subsequent

Applicants' Initials & Date \_\_\_\_\_

twenty two (22) week field training program, the Applicant shall repay to the City of Warrenville the actual costs that the City shall have expended for his or her training and equipment. The Applicant may request, in writing, relief of the financial requirements of this agreement if an undue hardship exists. The Applicant must submit the request to the Chief of Police within thirty (30) days of notice of failing to pass the requirements to become a sworn police officer. The City will consider the request, and at its sole discretion may reduce or waive the financial repayment requirements of this agreement.

5. For any amounts due from the Applicant to the City, the Applicant shall pay such funds in twelve (12) equal monthly installments. In the event that the Applicant shall fail to pay such sums when due, the Applicant shall also pay to the City interest, calculated at a rate of one percent (1%) per month, on the unpaid balance until such amount is paid.

In the event that the City should be required to make a claim or demand against the Applicant or to file suit to collect such unpaid amounts, the Applicant, as a condition of this Agreement, shall agree to pay the full costs of the City, including but not limited to, attorney's fees and court costs expended by the City as a prevailing party in the collection of the unpaid funds.

6. Nothing herein shall serve as a guarantee of employment by the City.

Applicants' Initials & Date \_\_\_\_\_

**SCHEDULE "A" OF ATTACHMENT C**  
**ITEMIZATION WORKSHEET OF CITY OF**  
**WARRENVILLE COSTS**

** Training Academy Tuition: Police Training Institute	\$ _____
** Room and Board	\$(included)
Physical Fitness & Training Uniform	\$ _____
** Private Vehicle Mileage Reimbursement	\$ _____
Uniforms	\$ _____
Protective Vest & Exterior Vest Cover	\$ _____
Training Ammunition	\$ _____
Other (specify):	
_____	\$ _____
_____	\$ _____
50% of Field Training Officer's Salary:	
22 weeks @ 40 hours = 880 hours	
880 hours @ \$ _____ per hour =	
\$ _____ X 50% =	\$ _____
<b>TOTAL</b>	<b>\$ _____</b>

\* \* These costs will be deducted from the amount owed, or refunded if already paid, upon reimbursement of these expenses to the City of Warrenville by the Illinois Law Enforcement Officer Training and Standards Board.

This worksheet is provided only for information purposes to assist the Patrol Officer in understanding how the amounts set forth in paragraph 3 of the Agreement were calculated. This worksheet in no way alters, amends, or modifies paragraph 3 or the provisions of the four page employment agreement.

Applicants' Initials & Date \_\_\_\_\_

IN WITNESS WHEREOF, the parties have hereto set their hands and seals at Warrenville, Illinois as and on the day and year first above stated.

APPLICANT: \_\_\_\_\_

DATE: \_\_\_\_\_

For the WARRENVILLE POLICE DEPARTMENT  
And the CITY OF WARRENVILLE

BY: \_\_\_\_\_  
Raymond Turano, Police Chief

DATE: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

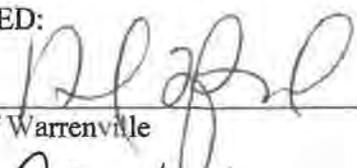
## MEMORANDUM OF AGREEMENT

The City of Warrentville ("City") and the Metropolitan Alliance of Police ("MAP") 213 agree that this Memorandum of Agreement shall not be considered a part of the collective bargaining agreement between the City and the MAP 213, nor shall this Agreement or the alternate work schedule described herein constitute a precedent which either party may cite in any subsequent interest arbitration proceeding or other legal proceeding. The City and MAP further agree as follows:

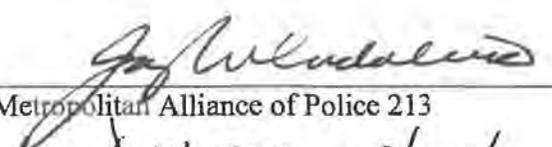
1. **Alternative Work Schedule for Patrol Division.** The City is willing to establish, for a trial period, an alternative work schedule for Officers assigned to the Patrol Division, commencing on or about May 1, 2016, and ending on or about April 30, 2018. This Memorandum applies to employees assigned to the Patrol Division only, excluding officers assigned as Investigators, as members of the Problem Oriented Police (POP) Unit, or as members of the Traffic Safety Enforcement Unit (TSEU), or other bargaining unit employees with specialty assignments, as determined by the Chief.
2. **Conditions.** The alternative work schedule for covered employees is subject to the following conditions:
  - a) The normal work shift and the normal work day shall be established by the Chief or his designee(s) annually, effective May 1, for the period of one year. Patrol Officers will normally begin their assigned shift on the hour, i.e., they will not report earlier for roll call. Any change from the 12-hour shift schedule will require a labor management meeting so the union can provide advisory input.
  - b) The Chief or his designee(s) will assign each Officer to a patrol shift, taking into consideration their shift preferences. This patrol shift assignment will last for one year from May 1, 2016 to April 30, 2017. At the conclusion of the year, the Chief and his designee(s) will assign each Officer to a patrol shift, taking into consideration their shift preferences. This patrol shift assignment will last for one year from May 1, 2017 to April 30, 2018, provided the Chief or his designee may reassign a particular an officer from one shift to another to meet operational or organizational needs.
  - c) The work cycle for purposes of 7(k) of the federal Fair Labor Standards Act (FLSA) shall be considered 14 days, with overtime being paid only for hours worked in excess of 84 hours in a 14 day cycle. Time paid, but not worked, except for sick time, shall be considered as hours worked for the purposes of calculating overtime pay. Employees covered by this Memorandum shall not otherwise be eligible for overtime pay.
  - d) Should there be any conflict between the provisions of this Memorandum and the provisions of the Collective Bargaining Agreement, or any successor agreement, the provisions of this Memorandum shall govern, so long as the alternative work schedule is maintained by the City.
3. **Evaluation.** The foregoing trial program shall be evaluated as follows:

- a) During the trial period, service levels, productivity, operational needs, accidents, safety, leave usage, and cost effectiveness will be reviewed by the City. This information will be shared with the union per 3(b) below.
  - b) There shall be bi-annual and as-needed labor management meetings, per the parameters of Article XXI of the applicable Collective Bargaining Agreement, to discuss the schedule and its effectiveness. Both parties will share concerns, data, and information they have gathered regarding the trial program. The parties may change the terms of this Memorandum during the trial period by mutual agreement. In October of 2017, the parties will meet at a labor management meeting to discuss the efficacy of the trial period.
  - c) If, at any time during the trial period, or any extension of the alternative work schedule described herein, the Chief of Police determines that the alternative work schedule has not met the overall operational needs of the Department, or has adversely affected the level of police services to the community, or has had adverse economic consequences, or has resulted in unacceptable sick leave or diminished productivity or safety, he shall have the final right to discontinue the alternative work schedule and revert back to the work schedule permitted under the applicable Collective Bargaining Agreement, Section 8.2, provided that a labor management meeting is conducted so the union can provide advisory input.
4. All labor management meetings referenced in this Memorandum will adhere to the requirements listed in the applicable Collective Bargaining Agreement under Article XXI.
  5. The terms of this memorandum shall not be subject to the grievance procedure during the trial period. Any unexpected difficulties in administrating the alternative work schedule during the trial period should, to the extent practical, be discussed in Labor Management Committee meetings.
  6. This Memorandum shall expire on or about April 30, 2018, unless the Chief of Police elects to extend the alternative work schedule described herein, in which case this Memorandum may remain in effect as long as the Chief determines, or as long the collective bargaining agreement remains in effect, whichever comes first.

AGREED:

  
\_\_\_\_\_  
City of Warrenville

AW 8/22/2022

  
\_\_\_\_\_  
Metropolitan Alliance of Police 213

SW #141 08/22/22

## SIDE LETTER OF AGREEMENT

### DRUG TESTING FOLLOWING OFFICER INVOLVED SHOOTINGS

The City of Warrenville ("City") and the Metropolitan Alliance of Police Chapter #213, (referred to herein as the "Union") hereby agree to the following policy to be implemented in accordance with Illinois Public Act 100-389:

1. The Union agrees that its members shall be required to abide by the Police Department's Policy No. 310 "Officer Involved Shootings and Deaths", including the section that requires each officer who is involved in an officer involved shooting to submit to drug and alcohol testing, so long as such testing is required by Public Act 100-389 or any similar state law, except as set forth below.

2. For the purpose of clarity, the parties agree that a person "involved in" an officer involved shooting is defined to mean any officer who discharged a firearm thereby causing injury or death to a person or persons. If multiple officers discharged their firearm and it is unclear whose bullet struck the person or persons, then all officers who discharged their firearm in the direction of the subject shall be required to submit to drug and alcohol testing.

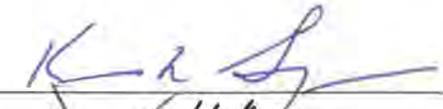
3. The parties agree that the term "involved in" an officer-involved shooting does not include officers who did not discharge their weapon, even if they were providing other forms of support and assistance during the call. Nor does the term "involved in" include officers who discharged their weapons when it is undeniably clear their projectiles did not actually strike any person or persons.

4. The parties agree that the provisions of the collective bargaining agreement regarding drug testing and standards for discipline shall regulate the drug testing procedures and the consequences for any positive drug test results.

5. The parties agree that 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. Such testing shall only be done by urinalysis or breathalyzer. Blood tests shall only be administered with a warrant. This does not limit the City's right to obtain test results via other available legal process.

6. The parties agree that the Side Letter shall expire on April 30, 2024, in conjunction with the Collective Bargaining Agreement.

**Metropolitan Alliance of Police, Chapter #213    City of Warrenville, Illinois**

By:   
D-UB

Date: 08/17/22

By: 

Date: 4/8/2022

**MEMORANDUM OF AGREEMENT BETWEEN**  
**THE CITY OF WARRENVILLE AND**  
**THE METROPOLITAN ALLIANCE OF POLICE, CHAPTER #213**

This Memorandum of Agreement (“MOA”) is hereby made and entered into by and between the Metropolitan Alliance of Police Chapter #213 (hereinafter the “Union”), and the City of Warrenville. (hereinafter the “Employer” or “City”).

**WHEREAS**, body worn cameras are an effective law enforcement tool that can reduce violent confrontations and complaints against officers. Body worn cameras provide additional documentation of police-public encounters and may be an important tool for collecting evidence and maintaining public trust; and

**NOW, THEREFORE**, the City and the Union do hereby agree as follows:

1. The Employer will adopt and implement a policy related to the use of officer-worn body worn cameras in accordance with the terms of this MOA and the Illinois Officer Worn Body Camera Act (the “Act”), 50 ILCS 706/10 *et seq.* That policy and the related procedures are referred to in this MOA as the “BWC Policy”.

2. Prior to the effective date of the BWC Policy, the Employer will provide a copy of the BWC Policy to the designated representatives of MAP. Upon reasonable advance request, the Employer and MAP will meet and discuss any suggested revisions or comments to the BWC Policy that MAP would like the Employer to consider.

3. The Parties agree this MOA will be specifically identified and incorporated by reference in the BWC Policy. The Employer agrees to provide employees with training, at the Employer’s expense, regarding the body-worn camera system, its use, and the applicable BWC Policy.

4. In the event of a breach of this MOA by either Party, the issue may be raised pursuant to the grievance process contained in the Parties’ Collective Bargaining Agreement (“CBA”) as to members covered by the CBA.

5. This MOA constitutes a bargained-for status quo for purposes of bargaining a successor CBA.

6. Body worn camera footage may be used in performance reviews but is not intended to replace the review of officer performance in the field.

7. Unless expressly prohibited by law, the recording officer shall have access and shall be permitted to review recordings prior to completing incident reports or other documentation, provided that this fact is disclosed in the report or documentation.

8. If the officer is expressly prohibited by law from viewing his/her body worn camera footage, officers may file amendatory reports after viewing body-worn camera recordings. Supplemental reports under this provision shall also contain documentation regarding access to the video footage.

9. If body worn camera footage exists, discipline will not be dispensed solely on the basis of the body worn camera footage, but rather upon consideration of all relevant evidence collected during the internal affairs investigation.

10. There is nothing in this MOA that is construed as a waiver of an officer's ability to claim that a portion of the recording contains a communication protected by a legally recognized privileged relationship (e.g. spouse, attorney, labor representative, minister, etc.). Any claim of privilege will be addressed and resolved pursuant to UPODA and the state and federal laws, when applicable. Note: A privileged conversation does not include a conversation with another officer or supervisor while still actively engaged in a call for service, investigation, community care taking function and/or law enforcement encounters or activities.

11. In the event of a conflict between an express provision of this MOA and the Act, the Act will govern in all cases. Nothing in this MOA shall constitute as a waiver of the Union's right to demand impacts or effects bargaining in the event of changes to 50 ILCS §706/10 et seq or the City's body worn camera policy.

12. The Parties represent and warrant they have the legal authority to enter into this Memorandum of Agreement and have complied with any and all applicable provisions of the Illinois Open Meetings Act, municipal code/ordinance and/or any other applicable rule, regulation, or authority, if applicable.

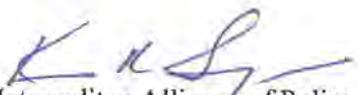
13. This Memorandum of Agreement will take effect upon the signature of the Union and the Employer.

14. The MOA may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

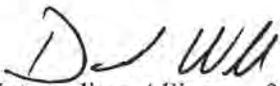
15. Should any section or clause of this MOA be declared illegal or invalid by a court of competent jurisdiction, or by reason of any existing or subsequently enacted legislation, all other provisions of this Agreement shall remain in full force and effect.

  
City of Warrenville

Date: 9/8/2022

  
Metropolitan Alliance of Police

Date: 08/17/22

  
Metropolitan Alliance of Police  
Chapter # 213

Date: 08/17/22

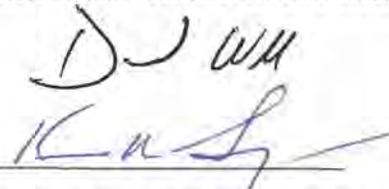
**MEMORANDUM OF AGREEMENT**  
**BETWEEN THE CITY OF WARRENVILLE AND**  
**THE METROPOLITAN ALLIANCE OF POLICE, CHAPTER #213**

1. The City of Warrenville (the "City") and the Metropolitan Alliance of Police – Warrenville Chapter #213 (referred to herein as the "Union"), hereby agree to the following Memorandum of Agreement to supplement Section 12.4 of the parties current Collective Bargaining Agreement establishing a Sick Leave Transfer to Trust 115 Plan.
2. For purposes of the Section 115 Trust, the following percentages by years of service shall be withheld as bargaining unit members contributions into the Section 115 Trust Plan:

<u>Contribution By Years of Service - %</u>	
• 0-2 Years of Service	– 0%
• 2-7 Years of Service	– 1.5%
• 8-15 Years of Service	– 3%
• 15+ Years of Service	– 4%

3. The Parties represent and warrant they have the legal authority to enter into this Memorandum of Agreement municipal code/ordinance and/or any other applicable rule or regulation.
4. This Memorandum of Agreement will take effect upon the signature of the Union and the Employer.
5. The Memorandum of Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
6. Should any section or clause of this Memorandum of Agreement be declared illegal or invalid by a court of competent jurisdiction, or by reason of any existing or subsequently enacted legislation, all other provisions of this Agreement shall remain in full force and effect.

  
\_\_\_\_\_  
City of Warrenville

  
\_\_\_\_\_  
Metropolitan Alliance of Police  
Chapter # 213

Date: 9/8/2022

Date: 08/17/22