

RESOLUTION NO. R2025-76

**A RESOLUTION APPROVING A FIVE-YEAR COLLECTIVE BARGAINING AGREEMENT WITH  
METROPOLITAN ALLIANCE OF POLICE  
WARRENVILLE POLICE SERGEANTS CHAPTER 214**

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 214 ("**Union**"); and

WHEREAS, the City and the Union desire to enter into a five-year collective bargaining agreement regarding the terms of employment of the Employees by the City with a term beginning May 1, 2025 and ending April 30, 2030 ("**Agreement**"); and

WHEREAS, the Union members voted to ratify the Agreement on December 9, 2025; 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; provided, however, that if the City Clerk does not receive such executed copies of the Agreement from the Union within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Agreement shall, at the option of the City Council, be null and void.

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 15<sup>th</sup> day of December, 2025.

APPROVED THIS 15<sup>th</sup> day of December, 2025.

VOTES: AYES 8 NAYS 0 ABSENT 0 ABSTAIN 0

*Andrew Johnson*  
Mayor

ATTEST:

*Jane Clark*  
City Clerk

**EXHIBIT A**  
**AGREEMENT**

**AGREEMENT**

**BETWEEN**

**THE CITY OF WARRENVILLE, ILLINOIS**

**AND**

**METROPOLITAN ALLIANCE OF POLICE  
WARRENVILLE POLICE SERGEANTS  
CHAPTER #214**

**MAY 1, 2025 THROUGH APRIL 30, 2030**

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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 #214 (the “Union”) this 15th day of December, 2025, and is in recognition of the Union’s status as the representative of certain members 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 difference 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 members holding the rank of Sergeant employed by the City of Warrenville, but excluding the Police Chief, and Deputy Chief (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 the Agreement shall refer to these bargaining unit members and no one else.

### Section 1.2 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 1.3 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 service; to determine the methods, means, organization number of personnel by which department operations and services shall be made or purchased; to make, alter and enforce rules, regulations, orders, policies and procedure; 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 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 Fire and Police 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 Expungement of Personnel File.

When an employee has received a written reprimand, or an oral reprimand which has been reduced to writing and is contained within the affected employee’s 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.

**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 ("BFPC" 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 BFPC;
- Any suspension *greater* than five days and up to 30 days is subject to review only by the BFPC;
- 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 BFPC; and
- Demotion or termination of a post-probationary employee for cause *other* than discipline or performance is subject to review only by BFPC.

The parties also note for purposes this Article that the BFPC appeal process is governed by the BFPC'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.

**Article V: UNION SECURITY**

Section 5.1 Dues Check Off.

While this Agreement is in effect, the City will deduct from each employee's paycheck once each month the regular monthly dues for each employee in the bargaining unit who has filed with the City a check off authorization form. The City will honor all executed check off 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 (15<sup>th</sup>) 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 check off 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 check off 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 earning 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 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 Employer does not prosecute or initiate any claims or demand. If an improper deduction is made, the Union shall refund any such amount directly to the employee.

Section 5.3 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 the 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:** Appeal to Deputy Chief of Police.

The employee (or a Union officer if a Union grievance) shall give written notification of his grievance to his non-bargaining unit supervisor of the rank of Deputy Chief of Police. 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 Deputy Chief of Police 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 of Police shall give a written answer within eight (8) calendar days of the date of the discussion.

**Step Two:** Appeal to Chief of Police.

If the grievance is not settled in Step One, or if an answer is not given within eight (8) calendar days, the employee may, within eight (8) calendar days thereafter, file with the Chief of Police 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 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 the discussion.

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

If the grievance is not settled in Step Two, 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 Four:** 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 (2) names and the City shall then strike two (2) 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 Fire and Police 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 Deputy Chief, attend a Step 2 or 3 grievance meeting if the meeting is scheduled during the representative's working time. A Chapter representative

may likewise attend an 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 payment, 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 Period.

Except as provided elsewhere in this Agreement, the normal work period shall be established by the City from time to time. The parties agree for the life of this Agreement the Patrol Sergeants will work a twelve (12) hour work day in an effort to provide around the clock supervision of the patrol function. The Investigations Sergeant and Administrative Sergeant 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 Sergeants is twelve (12) hours per shift and eighty-four (84) hours in a fourteen (14) day period. All these hours are paid at straight time.

If the Chief or his designee(s) assigns a Sergeant to attend a full day training program, then such Sergeant will be compensated for time worked, which does not include travel time. If time worked is less than 12 hours, the sergeant will have the option to work extra hours to reach 12 hours or take benefit time; however neither will be required. It is understood and agreed that the day off schedule of affected Sergeants or Corporals may be adjusted by the Chief or his designee, upon 14 days notice, to coordinate attendance at training. Police Sergeants 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 Fair Labor Standards Act (FLSA) overtime liability, the Department shall be deemed to have adopted a 14 day departmental work schedule. Employees shall be paid one and one-half (1½) times their regular rate of pay for all hours worked beyond 84 regularly scheduled hours in a 14 day departmental work schedule. All hours scheduled over 84 during a 14 day work schedule will be at the discretion 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. For any Sergeant assigned to the Investigations or Administrative Divisions, that Sergeant shall be paid one and one-half (1½) times his regular rate of pay for all hours worked beyond 80 regularly scheduled hours in a 14 day departmental work schedule. When a Sergeant 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), double time, or court straight time rate 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 the maximum amount of compensatory time hours as allowed by federal law 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 could be paid out.

Effective July 1, 2022, 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 date 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 could be paid out. During the first pay date in May of each calendar year the Finance department will automatically pay each Sergeant at his regular rate, effective on the previous April 30, of pay for any hours over 36 in his Compensatory Time Bank at the Sergeant's pay rate effective on the previous 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 hour increments. Said Compensatory time usage requires that a recognized Corporal, as defined in Section 15.7 of the Patrol Officers (MAP #213) labor agreement, be present on duty and staffing requirements are met at the time the Sergeant uses said hours.

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 8.4 is subject to being reviewed at the request of either party no less than 12 months and no more than 14 months after the date the contract is signed.

#### Section 8.5 Sergeants Days.

Annually on May 1<sup>st</sup>, each sergeant will be given five "sergeants" days and every May 1 after for the life of the contract. Uniform patrol sergeants working a 12-hour shift will receive five 12-hours days (i.e. 60 hours). Sergeants assigned to Investigations or Administration will receive five 8-hour days (i.e. 40 hours). If these days are not used by April 30<sup>th</sup> each year, they will be forfeited.

#### Section 8.6 Court Time.

Sergeants 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 8.3 of this Agreement.

#### Section 8.7 Temporary Duty Exchange.

Subject to the approval of the Chief of Police or his designee, which approval shall not be unreasonably denied, Sergeants shall be permitted to exchange duty days so long as the exchange does not result in additional overtime compensation being paid to any of the

Sergeants involved in the shift exchange, or interrupt special departmental projects and the Sergeant requesting the exchange shall provide the Chief of Police or his designee with the reason for the request.

Section 8.8 Meetings.

Any Sergeant required to be in a departmental meeting during off hours shall be compensated for actual time attending said meeting with a minimum of two hours compensation at the Sergeant's rate of pay. Such hours shall be considered time worked for purposes of Section 8.3 of this Agreement.

Section 8.9 Call Back Pay.

A call back is defined as an official assignment of work, which does not continuously precede or follow a Sergeant's regularly scheduled working hours. Employees on call back shall receive a two hour minimum, except that if the employee is called back to rectify his own error, the two-hour minimum guarantee shall not apply. Call back hours shall be included in Section 8.3 calculations for purposes of determining overtime.

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 hours compensation at the Sergeant's rate of pay for each day spent on call if the Sergeant 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 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 the absence of a Sergeant (i.e. vacation or training) is known in advance, if it is deemed necessary by the Police Chief or his designee that the position shall be filled, and no recognized Corporal is scheduled to work, then the open shift shall be first made available to other Sergeants on a voluntary basis. If no volunteers are available, the overtime may then be offered to other full time sworn members of the department at the Chief of Police or his designee's discretion. If it is deemed necessary by the Police Chief or his designee to replace the absent Sergeant with another supervisor due to circumstance, said forced overtime will be filled by reverse seniority in rank basis, including the Corporal's with no Sergeant or Corporal being forced to take said overtime twice in a row.

**Article IX: VACATIONS**

Section 9.1 Eligibility and Allowances.

All employees shall be eligible for paid vacation time after the completion of one 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:

<u>LENGTH OF CONTINUOUS SERVICE:</u>	<u>VACATION WEEKS PER YEAR:</u>
Less than one year	.0385 TIMES THE NUMBER OF DAYS WORKED
1 year through 4 years	80 HOURS
5 years through 11 years	120 HOURS
12 through 19 years	160 HOURS
20 years and after	200 HOURS

All employees shall be eligible for paid vacation. All vacation time must be taken in increments that equal 12-hours, i.e. 12 hours of vacation must be used to take a full shift off. Vacation allowances shall be earned based on the following schedule:

Vacation time will accrue during the year prior to being available for use. An employee's accrual rate increases as of the employee's fourth, eleventh, and nineteenth anniversary dates. The availability of those hours for use occurs as of the employee's fifth, twelfth, and twentieth anniversary.

*For example, an employee hired on February 24, 2003 will see his vacation accrual rate increase from 3.077 hours per pay period to 4.615 per pay period beginning on his fourth anniversary date (February 24, 2007). By the time this employee reaches his fifth anniversary (February 24, 2008,) he will have completed five years of employment, and will have accrued fifteen days of available vacation time.*

Section 9.2 Vacation Pay.

The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation.

Section 9.3 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 sergeant 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 9.4 Scheduling.

The shift Sergeant for each shift team shall select his vacation preference first. After the Sergeant makes his choice 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 January 1<sup>st</sup>, the Chief of Police or his designee shall open 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. Vacation periods requested pursuant to this procedure shall be submitted to the Chief of Police or his designee by January 1<sup>st</sup> for approval or modification before January 31<sup>st</sup>. Thereafter, vacation requests shall be handled on a first requested, first received basis subject to the overriding scheduling needs of the City. The City shall honor any vacation request submitted by a Sergeant, provided the Sergeant requests the use of a minimum of twenty-four (24) hours of vacation time and said request was made with at least fourteen (14) calendar days of advance notice to the Chief of Police or his designee. 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 9.5 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 Chief of Police or his designee, may cancel any or all approved vacation leaves in advance of their being taken, and/or recall any employee from vacation in progress.

Section 9.6 Pay for Vacation Upon Separation.

If a Sergeant covered by this Agreement terminates or is separated from his employment with the Warrenville Police Department, he shall receive compensation for all accumulated unused vacation time at the Sergeant’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 Sergeants in the City:

- |                  |                        |
|------------------|------------------------|
| New Year’s Day   | Thanksgiving Day       |
| President’s Day  | Day after Thanksgiving |
| Easter           | Christmas Eve Day      |
| Memorial Day     | Christmas Day          |
| Independence Day | New Year’s Eve Day     |
| Labor Day        |                        |

All holiday time must be taken in 12-hour increments. Patrol Sergeants get 8 hours of holiday time off for each of the above listed Holidays.

Section 10.2 Holiday Pay.

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

If a Patrol Sergeant is scheduled to work and works on a holiday, then for every hour worked on such holiday up to twelve (12) hours, the Sergeant will be credited with one and one-half (1½) hours of straight time hours worked for each such hour worked; for every hour worked beyond twelve (12) on such holiday or for every hour worked on a holiday when the Patrol Sergeant is not scheduled to work the holiday, the Patrol Sergeant will be credited with two (2) hours straight time for each such hour worked. All such holiday hours credited shall be considered as time worked for purposes of the Section 8.3 overtime calculation.

Sergeants not assigned to the Patrol Division will receive eight (8) hours straight time holiday pay on the holiday per Section 10.2 above. If such a Sergeant 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 Sergeant 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 Sergeant is not normally scheduled to work, the Sergeant 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 8.3.

#### Section 10.3 Holiday Call-Out.

A Sergeant may request to use up to eighty-eight (8) hours of holiday time per fiscal year as time off of scheduled work. These holidays may be scheduled in the following manner:

- A. Prior to the beginning of the fiscal year, a Sergeant may request the use of twelve (12) hours of holiday time in conjunction with each forty-eight (48) hour block of vacation scheduled. Those requests must be done in conjunction with the vacation scheduling (reference section 9.3).
- B. A Sergeant may schedule the use of twelve (12) hours holiday time by submitting a written request to the Chief of Police or his designee. A Sergeant 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. Sergeants 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 Sergeant can find a voluntary substitute of the same rank (which can be waived by the Chief of Police or his designee) of if the use of such holiday time does not occasion overtime. All such requests shall be subject to the approval of the Chief of Police or his designee and such approval will not be unreasonably denied
- C. Any holiday time that has not been utilized by the end of the fiscal year will be paid at the Sergeant's straight time hourly rate of pay at the first paycheck of the following fiscal year.

## 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 this 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, 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.

### Section 11.3 Cost.

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-Mid-level PPO Plan Offered by the City	Premium Allocation-HMO Plan Offered by the City
Employee only	85% City 15% Employee	90% City 10% Employee	90% City 10% Employee
Employee plus spouse	85% City 15% Employee	90% City 10% Employee	90% City 10% Employee
Employee plus child(ren)	85% City 15% Employee	90% City 10% Employee	90% City 10% Employee
Family (Employee, spouse & child(ren))	85% City 15% Employee	90% City 10% Employee	90% City 10% Employee

If the annual premium increases are 10% or greater for two (2) consecutive years, then the parties agree to re-open the contract to negotiate the issue.

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.

The City of Warrentville (“City”) and the Metropolitan Alliance of Police (“MAP”) agree that, notwithstanding the provisions of this Article, the City may, at its sole discretion, permit employees to pay a lower percentage of the premium for any or all of the medical insurance plans offered by the City, for any entire plan year designated by the City. Absent such exception, however, employee premium contributions shall be governed by the applicable provisions of the collective bargaining agreement.

Dental Insurance. Any employee who elects dental coverage for himself/herself or their 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 this 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 the 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.

If a Sergeant 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 surviving spouse and minor children of the deceased Sergeant as required by 820 ILCS 320/10.

Section 11.7 Retiree Health Insurance Coverage.

Retired Sergeants shall be eligible for continued health insurance coverage in accordance with the Police Officers Continuation Privilege 215(ILCS 5/367g). 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 a Sergeant protection against a full day’s loss of pay due to illness of the Sergeant. Sick leave may not be converted into any other form of compensation, except as provided under Section 12.4. Sick days shall be taken in a minimum of one (1) hour 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) (i.e. 36 hours) sick days per year. Sick time must be used in increments that equal 12-hour shifts, unless less than a full shift is taken off as stated above (i.e. 12 hours of sick time must be used to take a full shift off).

#### Section 12.2 Sick Days Earned.

Sick leave will be computed on the basis of 3.077 hours earned per bi-weekly payroll period for a total of eighty (80) hours per year. The maximum amount of sick leave that may be accumulated is 640 hours. New hires 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 the Chief of Police or his designee 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 may 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 Transfer to Trust 115 Plan.

The City shall make available to active sergeants 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.

Each time (A) a new sergeant is promoted and/or transferred into the bargaining unit, and (B), the new sergeant has more than 504 hours of sick time accumulated at the time the employee's entry into the bargaining unit, the individual's sick leave over 504 hours (up to 150 hours total) will be transferred into the Trust 115 plan at a rate of 40% of the individuals' pre-promotion rate of pay.

Thereafter, sergeants shall transfer 80 sick hours to the Trust 115 plan once they have accumulated 640 sick hours. Such transfer will be made by the Finance Department at a rate of 40% of the sergeant's current rate of pay.

An employee with at least five years of continuous, full-time service who retires in good standing and per the applicable pension plan requirements to qualify for a pension, is eligible to have any unused sick time up to 640 hours transferred to the Trust 115 plan at 50% of the sergeant's final rate of pay. If the bargaining unit member is terminated from employment with the City, there will be no transfer of remaining sick time into the Trust 115.

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 that is 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.

Time off with pay is allowed for employees requesting to attend a funeral. Approval must be obtained from the Chief of Police or his designee. Employees will qualify for time off with pay as follows:

- A. Funeral of a spouse or dependent child – up to five (5) days (sixty (60) hours).
- B. Funeral of an immediate family member except in paragraph A. above up to five (5) days (sixty (60) hours) but not beyond the day of the funeral. (Immediate family includes mother, father, brother, sister, non-dependent children, grandparent, mother-in-law and father-in-law).

- C. Funeral of other related family members except in paragraph A and B above – one day (twelve (12) hours).

Employees may be required to submit proof of death and/or relationship to the deceased (newspaper article, etc.) upon request. All Funeral Leave time must be used in increments that equal 12-hour shifts.

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. Each of the three (3) days if used by any covered employee, shall be deducted from that employee's accrued sick leave bank. However when a personal day is used it will be considered as time paid, but not worked and shall be considered as hours worked for the purposes of calculating overtime pay.

**Article XIV: SENIORITY**

Section 14.1 Definition. Acquisition and Retention.

“Seniority in rank” shall be defined as the length of full time continuous service since the employee's promotion date.

Section 14.2 Seniority Lists.

The City will post a current seniority in rank roster on or about the effective date of this Agreement and, thereafter, on or about January 1 of each year. A list of promotion dates is attached hereto as Appendix B. 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 schedule which is attached hereto and incorporated herein as Appendix A.

### Section 15.1A Wage Scale Calculation

The wage schedule for sergeants for May 1, 2025 to April 30, 2030 is reflected in Appendix A, attached hereto.

The parties agree that as of May 1<sup>st</sup> of each odd numbered fiscal year, employees covered by this Agreement shall have their top base wage rate adjusted based upon a “market-based equity adjustment” that matches the “market-based equity adjustment” percentage applied to the Police Officers’ top base wage.

For even numbered fiscal years, bargaining unit employees shall have their top base wage rate adjusted based upon a percentage amount necessary to place the top base wage of a Police Sergeant at the median of the top base wage scale among the fifteen (15) towns attached hereto as Appendix B. The calculation will be finalized in March of each such year. If the percentage deviates from the Police Sergeants’ top base wage currently in effect, an adjustment up or down to the following year’s increase will be applied. The City will prepare the survey of Sergeant wages of the fifteen towns (for the even numbered fiscal years) and, upon request, share such data with the Union. Once the top base pay is adjusted as described in this paragraph, step one (1) will be established by adding five (5) percent to the top base pay of a Corporal or Detective wage rate. With step one (1) and step six (6) in place, the remaining steps are determined by establishing an even percentage increment 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.

Once adopted by the City Council, any revised list of comparable communities, as reflected in Appendix B, used for purposes of calculating the market-based equity adjustment shall remain in effect and apply to each successor agreement, unless the City and the Union mutually agree to modify the list.

### Section 15.2 Step Placement.

The attached wage schedule (Appendix A) will apply, in terms of years in grade, to employees employed on the date when this Agreement is first executed, and to new employees promoted to the rank of Sergeant.

Each May 1<sup>st</sup>, employees will be paid the new rate of pay for their position by moving to the next step of the wage scale (Appendix A), provided the employee has received a satisfactory or better evaluation by the City for work performed during the prior year.

Sergeants work performance will be evaluated on May 1<sup>st</sup> of each year. The evaluation received on May 1<sup>st</sup> shall contain the following ratings: Unacceptable, Below Standards, Meets Standards, Exceeds Standards, and Outstanding.

Each of 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 shall be used for the life of 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. Any proposed changes to the evaluation form in which there is not an agreement is subject to the Grievance Procedure in its entirety.

For the evaluation, any Sergeant who is then known to be performing at a “below standards” or “unacceptable” 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 previous six (6) months of the evaluation period may be sufficient on its own, to support an evaluation of “below standards” or “unacceptable”.

The City reserves the right to withhold a step increase for any member who receives a “below standards” or “unacceptable” evaluation. Reasonable training or re-instruction will be offered as a 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 has attained a “meets standards” level of performance. If the employee receives an evaluation “meets standards” he shall then receive his step increase.

The City’s evaluation and compensation decision applicable to employees 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, based on the Agreement, may determine the pay rate for newly promoted employees. If in the exercise of that discretion the City determines that the newly promoted 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 the 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 of Police may, in his absolute discretion, award a year-end bonus payment to any Sergeant 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, 2025 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. This payment shall be made within forty-five (45) days of the signing, by both parties, of this Agreement.

Section 15.4 Field Training Officer (FTO).

Any bargaining unit employee who has been certified as a Field Training Officer shall receive, in addition to his regular hourly rate of pay, a sum of ninety dollars (\$90.00) for each full day of service acting as a certified FTO when providing training to patrol personnel or a pro rata of more than a full days service.

Section 15.5 Field Training Coordinator Stipend.

Any bargaining unit employee who has been selected, trained and is coordinating the FTO shall receive, in addition to his regular hourly rate of pay, and in lieu of FTO pay, the sum of Two Thousand One Hundred (\$2,100.00) dollars a year. Said sum will be equally divided into four (4) payments of Five Hundred and Twenty-Five (\$525.00) dollars and paid quarterly. Said payments shall be made during the first pay period in the months of January, April, July, and October of each year. This stipend shall be paid without regard to the number of new employees trained each year.

Section 15.6 Investigations Sergeant Stipend.

Effective upon the execution of this Agreement, Sergeants assigned to the position of detective sergeant shall be paid an additional \$2,100 annually while serving in such assignment. The \$2,100 annual stipend shall be added to (and thereby increase) the sergeant's hourly base wage rate and 9.91% required pension contributions shall be withheld and paid to the pension fund on the stipend.

During off-work hours, the Investigations Sergeant is considered on-call and will be required to respond either remotely or in-person when called by the Department regarding investigations of major crimes.

Due to the requirement that the Investigations Sergeant be available to begin work at any given time the bargaining unit employee who is assigned to this position shall be provided an appropriate City-owned vehicle. Said vehicle will be assigned by the Chief of Police or his designee. The vehicle will be provided based on the availability of a suitable vehicle in the Department's fleet. If the City is unable to provide a suitable vehicle, that fact will not affect the amount of this positions cash stipend, however the City will provide a vehicle as soon as practical.

## **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 Compiled Statutes, Chapter 85, Sections 2551, et seq.), and agree that any disciplinary action of Sergeants shall comply with the terms and provisions of said act when applicable. Any alleged violations of said statute shall not be subject to the grievance procedure contained herein.

### 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 Americans with Disabilities Act (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 Outside Details.

When an outside business requests police officer, and the Chief of Police at his discretion deems that such a request shall be granted, the Chief of Police shall post a list which shall be filled on a seniority basis among all 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 sworn police officer.

### Section 16.5 Reimbursement for Expenses.

When an employee is on City business outside of his regular duties, in a manner preapproved by the Chief of Police 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:

- A. Reimbursement of expenses to a maximum \$55.00 per day for meals, excluding tip when a Sergeant is assigned to attend a multiple day even when meals are not included in registration and the training involves overnight stays. There shall be no reimbursement for alcoholic beverages;
- B. Reimbursement of expenses for lunch to a maximum of \$15.00 per day, where a Sergeant is assigned to attend a single-day or local multiple day class or training session and lunch is not included in registration;
- C. 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.

- D. If the Chief of Police or his designee determines that air transportation is appropriate, reimbursement shall be in accord with the most economical available fare; and
- E. 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 from the Chief of Police.

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

#### Section 16.6 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 said fifteen (15) calendar day period before they are unilaterally implemented by the Department.

#### Section 16.7 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.

#### Section 16.8 Americans with Disabilities Act (ADA).

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 Americans with Disabilities Act.

#### Section 16.9 Secondary Employment.

Employees considering employment in addition to work with the City must receive written approval from the Chief of Police and the 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 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 Sergeant 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 16.10 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 Sergeants employed by the City.

The foregoing shall not be construed 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.

**Article XVII: EDUCATION BENEFITS**

Section 17.1 On-Duty Training.

Employees shall receive payment for attending any mandatory training required by the Chief of Police 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. Participation in the program is subject to the availability of budgeted funds as solely determined by the City.

Section 17.3 Eligibility for 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, 2012. 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 Shoe Wear and Maintenance Allowance.

- A. Shoe Wear – Uniform Sergeants shall receive a reimbursement allowance of \$200.00 for the purchase of shoes and/or boots, hereinafter referred to as shoe wear. This shoe wear shall be replaced on an as needed basis. The shoe wear desired must be approved by the Chief of Police or his designee for the Sergeant 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 – All Sergeants shall have the ability to clean and maintain their department-issued uniform by utilizing a dry-cleaning service, at a cost of up to \$100 per year per Sergeant. Employees shall use a department-approved dry-cleaning business.

### Section 18.3 Uniform Allowance – Plainclothes Sergeant.

Those officers assigned to investigations will receive up to \$1,500 per year in clothing allowance. These payments will be divided by 24 pay periods and paid out on the officer's bi-weekly paycheck. Non-uniform Sergeants receiving an allowance pursuant to this Section shall be entitled to the shoe/boot allowance provided for in Section 18.2A.

### 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 \$300.00 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 assignment, and employees may not refuse light duty assignments, consistent with the limitations established by the employee's disability.

The employee will be compensated as his normal rate of pay regardless of the light duty assignment. The granting or denial of light duty in one case shall not serve as precedent for the granting 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 Sergeants of the Warrenville Police Department.

### Section 20.2 Prohibitions.

Sergeants shall be prohibited from:

- A. Consuming alcohol just prior to the beginning of the workday, or anywhere on any City premises or job sites, including City buildings, properties, vehicles and the Sergeant's personal vehicle while engaged in City business, except as may be necessary in the performance of duty as authorized by the Chief of Police 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 of Police 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 Sergeants to discipline for actions taking place prior to his hire date.

### Section 20.3 Drug and Alcohol Testing Permitted.

Where the City has reasonable suspicion to believe that: (a) a 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 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 a

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 Sergeant is ordered to testing authorized by this Agreement, the City shall provide the Sergeant 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 Sergeant’s taking of the test shall not be construed as a waiver of any objection or rights that he may possess.

Section 20.5 Test to be Conducted.

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

- A. 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 license breathalyzer operator who is not a member of the bargaining unit.
- B. 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.
- C. If a blood, urine, or hair test, collect a sufficient sample of the same bodily fluid or material from a Sergeant to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the Sergeant.
- D. Collect samples in such a manner as to preserve the individual Sergeant’s right to privacy while insuring a high degree of security for the sample and its freedom from adulteration. Sergeants 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 Sergeant may attempt to compromise the accuracy of the testing procedure.
- E. 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.
- F. Provide the Sergeant tested with an opportunity to have the additional blood, urine, or other sample tested by clinical laboratory or hospital facility of the Sergeant’s choosing, at the Sergeant’s own expense; provided the Sergeant notifies the City within Seventy-two (72) hours of receiving the results of the test.
- G. 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 Sergeant’s interests.
- H. Require that with regard to alcohol testing, for the purpose of determining whether the Sergeant 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 Sergeant was under the influence but the City shall bear the burden of proof in such cases).

- I. Provide each Sergeant tested with a copy of all information and reports received by the City in connection with the testing and the results.
- J. Insure that no Sergeant 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 Union and/or the Sergeant with or without the Union, 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 a Sergeant based in part upon the results of a test, then the Union and/or the Sergeant, with or without the Union 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 Union and/or the Sergeant, with or without the Union, 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 the Article shall not be admissible in any disciplinary proceeding involving the Sergeant.

Section 20.7 Voluntary Request for Assistance.

The City shall take no adverse employment action against any Sergeant 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 Sergeant's voluntary actions, other than the City may require reassignment of the Sergeant with pay if he is unfit for duty in his current assignment. The foregoing is conditioned upon:

- A. The Sergeant was not under investigation for illegal drug use or abuse of alcohol, or in such a circumstance that such investigation was imminent.
- B. The Sergeant agreeing to appropriate treatment as determined by the physician(s) involved.
- C. The Sergeant discontinues his use of illegal drugs or abuse of alcohol.
- D. The Sergeant 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.
- E. The Sergeant agrees to submit to suspicion less testing during hours of work during the proscribed period of treatment and aftercare discussed in (D) above.

Sergeants 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 a Sergeant on active status throughout the period of rehabilitation if it is appropriately determined by the attending medical authority(s) that the Sergeant's current use of alcohol or drugs prevents such individual from performing the duties of a Police Sergeant or whose continuance on active status would constitute a direct threat to the property and safety of others. Such Sergeant shall be afforded the opportunity, at his option, to use accumulated paid leave or take unpaid leave of absence pending treatment.

### **Article XXI: SAVINGS CLAUSE**

#### Section 21.1 Savings Clause.

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by 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 begin negotiations on a substitute for the invalidated Article, Section or portion thereof.

### **Article XXII: ENTIRE AGREEMENT**

#### Section 22.1 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. 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.

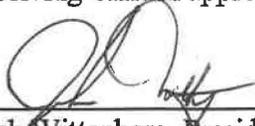
### **Article XXIII: TERMINATION**

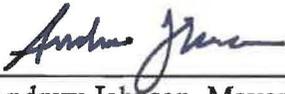
#### Section 23.1 Termination.

This Agreement shall be effective as of the day after it is executed by both parties and shall remain in force and effect until April 30, 2030. 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

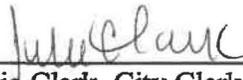
ninety (90) days prior to the expiration date. Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse procedures are continuing for a new Agreement, or part 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 5<sup>th</sup> day of March, 2025, after ratification by the Union's membership and after receiving official approval by the Mayor and City Council of the City.

  
\_\_\_\_\_  
Josh Wittenberg, President  
Metropolitan Alliance of Police,  
Warrenville, Chapter #214

  
\_\_\_\_\_  
Andrew Johnson, Mayor  
City of Warrenville

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

  
\_\_\_\_\_  
Julie Clark, City Clerk  
City of Warrenville

**APPENDIX A: WAGE SCHEDULE**

<b>Effective May 1, 2025</b>			
<b>STEP</b>	<b>HOURLY</b>	<b>Annual @ 2,080 Hours</b>	<b>Annual @ 2,184 Hours</b>
1	\$60.9747	126,827.38	133,168.74
2	62.0127	128,986.42	135,435.74
3	63.0681	131,181.65	137,740.73
4	64.1417	133,414.74	140,085.47
5	65.2335	135,685.68	142,469.96
6	66.3483	138,004.46	144,904.69

**Sergeants Placement on the Wage Scale**

	<b>FY 2026</b>	<b>FY 2027</b>	<b>FY 2028</b>	<b>FY 2029</b>	<b>FY 2030</b>
Melvin	6	6	6	6	6
Wittenberg	6	6	6	6	6
Komar	6	6	6	6	6
Downey	6	6	6	6	6
Highland	2	3	4	5	6

**APPENDIX B: FIFTEEN COMPARISON TOWNS**

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

<u>Sergeant</u>	<u>Date of Promotion</u>
Brian Melvin	09-02-2007
Josh Wittenberg	02-02-2009
Matt Komar	06-05-2013
Jeff Downey	12-16-2019
Stephen Highland	12-16-2024

## SIDE LETTER OF AGREEMENT

### DRUG TESTING FOLLOWING OFFICER INVOLVED SHOOTINGS

The City of Warrenville (“City”) and the Metropolitan Alliance of Police Chapter #214, (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 sergeant who discharged a firearm thereby causing injury or death to a person or persons. If multiple sergeants discharged their firearm and it is unclear whose bullet struck the person or persons, then all sergeants 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 sergeants 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 sergeants 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, 2030, in conjunction with the Collective Bargaining Agreement.

**Metropolitan Alliance of Police, Chapter #214      City of Warrenville, Illinois**

By: 

By: 

Date: 12/08/2005

Date: 12-18-25

## **City of Warrenville and Metropolitan Alliance of Police, Chapter 214 Memorandum of Understanding – Section 15.1A Wage Scale Calculation**

This is a Memorandum of Understanding (“MOU”) between the City of Warrenville (“City”) and the Metropolitan Alliance of Police Warrenville Police Chapter #214 (“MAP 214”).

**WHEREAS**, MAP 214 represents the City’s sergeants;

**WHEREAS**, the City and MAP 214 are parties to a collective bargaining agreement (“CBA” or “Agreement”) dated May 1, 2020, through April 30, 2025;

**WHEREAS**, the parties have been bargaining a successor Agreement to their 2020-2025 CBA;

**WHEREAS**, the parties new Agreement is expected to be dated May 1, 2025, through April 30, 2030, and;

**WHEREAS**, the parties wish to, on a one-time, non-precedential basis, deviate from their previously established wage provision language for the successor agreement to their 2025-2030 Agreement.

**NOW THEREFORE**, the parties agree to the following:

- For the entirety of this successor (2025-2030) CBA, the parties expressly agree they will not follow the agreed upon wage calculation language in Section 15.1A. Instead, the parties agree:
  - The sergeants covered by the CBA shall have their top base wage rate adjusted based upon a “market-based equity adjustment” that matches the “market-based equity adjustment” percentage applied to the Police Officers’ top base wage; and
  - Upon ratification of the police officer contract, any difference between the sergeant’s wages and the corresponding police officer wage adjustments for each fiscal year of this agreement shall be adjusted upward or downward as necessary to achieve parity.
- This Memorandum of Understanding shall be considered non-precedential in all respects and shall not be considered the status quo. Neither the MOU nor its terms shall be cited, offered, or relied upon in any manner, now or in the future, in connection with any matter involving the parties, including collective bargaining negotiations and any subsequent interest arbitration, except to enforce its terms.

- The Memorandum of Understanding shall sunset and expire upon the execution of the successor agreement to the CBA expiring April 30, 2030, and shall be treated null and void as if it never existed.

**Metropolitan Alliance of Police, Chapter #214**

**City of Warrenville, Illinois**

By:           *K. A. S.*          

By:           *[Signature]*          

Date:           *12/28/2025*          

Date:           *12-18-25*