

TENTATIVE AGREEMENT FOR RATIFICATION VOTE 8/16/24

UNION RESPONSE

[DRAFT 8/16/24]

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

VILLAGE OF THORNTON

AND

**METROPOLITAN ALLIANCE OF POLICE,
THORNTON POLICE CHAPTER #105**

(REPRESENTING PATROL OFFICERS)

MAY 1, 2024 THROUGH APRIL 30, 2026

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PREAMBLE

WHEREAS, this Agreement is made and entered into by and between the VILLAGE OF THORNTON (herein referred to as the “Village” or “Employer”) and the METROPOLITAN ALLIANCE OF POLICE, Thornton Police Chapter #105 (hereinafter referred to as the “Union”); and

WHEREAS, it is the intent and purpose of this Agreement to set forth the parties' entire agreement with respect wages, hours, terms and conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operation of the Employer; to encourage and improve efficiency and productivity; to maintain the highest standards of personal integrity and conduct at all times; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein; and

WHEREAS, the parties are desirous of documenting their agreements and understandings in this written Agreement.

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:

Recitals - The recitals set forth above, are incorporated into and made a part of this Agreement as if fully set forth herein.

ARTICLE I. RECOGNITION AND REPRESENTATION

Section 1.1. Unit Description

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on all matters relating to wages, hours, terms and conditions of employment for all full-time police officers employed by the Village of Thornton (hereinafter referred to as “officers” or “employees”) in accordance with the Illinois Labor Relations Board Case number RC-23-028 but excluding the Chief of Police, Deputy Chief, employees in the rank of sergeant, civilian employees, part-time police officers and managerial, supervisory, confidential, professional, and short-term employees as defined by the Illinois Public Labor Relations Act, and all other employees of the Village of Thornton.

Section 1.2. Probationary Period

The probationary period for all employees shall be eighteen (18) months from most recent date of hire. During the probationary period, employees shall be entitled to all benefits provided for in this Agreement, except that any discipline and termination shall be at the discretion of the Employer (with or without just cause) and such action shall be final, and furthermore, neither the Union nor the employees shall have recourse under the grievance or arbitration procedures set forth in this Agreement or the Board of Fire and Police Commission of Thornton.

Section 1.3. Part-Time Police Officers

Nothing contained in this Agreement shall be interpreted as a limitation of the Employer's right to use part-time officers when the Employer deems it necessary, provided, the Employer shall comply with all requirements set forth by law. It is understood that part-time officers shall not be utilized for the purpose of eliminating full-time officers.

ARTICLE II. UNION AND LOCAL STEWARDS RIGHTS

Section 2.1. Union Stewards

The Employer recognizes the right of the employees to select Local Union Representatives. The Union shall provide the Chief of Police with the names of the local representatives selected by the Union.

Section 2.2. Activity During Working Hours

The Grievant and one Union Representative shall, after providing appropriate notice to the Employer, be allowed reasonable time off to attend a grievance meeting called by the Employer, if by virtue of their position with the Union, their attendance is necessary. Attendance shall be subject to reasonable prior notice and prior approval of the Chief of Police, which such approval shall not be unreasonably denied or withheld.

Section 2.3. Access to Worksites by Union Representatives

The Employer agrees that a representative from the Union shall have reasonable access, at reasonable times, to the premises of the Employer upon appropriate notice to the Employer. The Union representative will be identified to the Chief of Police or designee prior to entering the premises and shall conduct their business so as not to interfere with Employer operations. If such approval is granted, the Police Chief, or designee, shall designate where such business is to be conducted and the period of time to be provided.

Section 2.4. Delegates

Any employee(s) chosen as delegates to attend a Union seminar or meeting shall be allowed use of available time off options; which means vacation time, holiday time, personal days or leave without pay, but which does not include sick time to attend any such meetings or seminars, provided the employee complies with the terms of receiving such time off options. Attendance shall be subject to reasonable prior notice and the prior approval of the Chief of Police, or designee, which approval shall not be unreasonably denied or withheld.

ARTICLE III. UNION DUES DEDUCTION

Section 3.1. Dues Deduction

During the term of this Agreement, the Employer will deduct from each employee's paycheck the appropriate amount of Union dues for each employee who has filed with the Employer a written authorization form. The Employer shall remit such deductions monthly to the Union at the address designated by the Union. The Union agrees to refund to the employees, any amount paid to the Union in error on account of this dues deduction provision.

The Employer agrees to notify the Union of any change in employee status including but not limited to new hires, resignations, etc. within 30 days of the effective date.

During the term of this Agreement, the Union may change the fixed, uniform dollar amount after the Union's Annual Meeting, by providing the Employer 30 days' notice of any such change.

If an employee (who has signed an authorization form) has no earnings or insufficient earnings to cover the amount of dues deduction, the Union shall be responsible for the collection of that employee's dues. The Union agrees to refund to the employees, any amounts paid to the Union in error on account of this dues deduction provision. An employee may revoke his/her dues deduction by notifying the Union and the Employer with thirty (30) days' advance notice by certified mail, return receipt requested.

Section 3.2. Union Indemnification

The Union agrees to indemnify and hold harmless the Employer, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article, or in reliance on any written deduction authorization furnished under this Article, including Employer's reasonable and necessary attorney's fees incurred defending any of said claims, actions, complaints, suits or other forms of liability, and in enforcing the terms of this Article.

Section 3.3. Employer Indemnification

The Employer shall be responsible for, hold employees harmless from and pay for damages or monies which may be adjudged, assessed, or otherwise levied against any employee covered by this Agreement, pursuant to 65 ILCS 5/1-4-6. Employees shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article.

ARTICLE IV. MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Union recognizes that certain rights, powers and responsibilities belong solely to and are exclusively

vested in the Employer, and these rights shall be liberally construed. Specifically, but without limiting the generality of the foregoing, it **is** understood and agreed that this Agreement does not affect and shall not be deemed or construed to impair the Employer's right, in its sole discretion and judgment, to do the following on a unilateral basis:

- a) To determine, control, regulate and direct matters of inherent managerial policy;
- b) To supervise and direct the working forces;
- c) To determine the functions of the Police Department and its mission;
- d) To determine the nature and extent of service offered to the public by the Employer;
- e) To determine, plan, direct and control the Employer's overall budget;
- f) To determine the Employer's organizational structure;
- g) To select new employees, and establish examination techniques and eligibility requirements;
- h) To assign, reassign or alter the assignments issued to the working force or any individual therein;
- i) To plan, direct, schedule, control and determine the operations or services to be conducted by officers of the Employer and to change them from time to time;
- j) To hire, promote, demote, suspend, recall, discipline or discharge non-probationary employee for just cause;
- k) To hire, promote, demote, suspend, recall, discipline or discharge probationary employees for any or no reason;
- l) To train employees and select employees for training opportunities;
- m) To change or eliminate existing methods, equipment or facilities or introduce new ones;
- n) To make, alter, modify, eliminate, and enforce reasonable rules, regulations, including those known as the Thornton Police Department Standard Operating Procedures and Rules and Regulations Manual, policies, procedures, special orders and operating reasonable directives governing matters including, without limitation, performance, safety, quality, and other behavioral guidelines governing officers;

- o) To determine the nature, extent, duration, character and method of operation including the right to contract out or subcontract;
- p) To assign and/or schedule overtime assignments;
- q) To determine the quality and quantity of work required to be performed by the employees to ensure maximum mobility, flexibility and efficiency of operations;
- r) To determine the methods, means, organization and number of personnel by which such operations and services shall be made or provided; and,
- s) To establish performance standards and evaluate employees.

ARTICLE V. NO STRIKE

Section 5.1. Strike Commitment

Neither the Union, nor any employee will instigate, call, initiate, authorize, sponsor, participate in, sanction, encourage, condone or ratify any work stoppage, slowdown or withholding of services or any other intentional job action, such as mass absenteeism related to a dispute with the Employer.

Section 5.2. No Lockout

During the term of this Agreement, the Employer shall not instigate a lockout over a dispute with the Union.

Section 5.3. Resumption of Operations

In the event of action prohibited by Section 5.1 above, the Union shall immediately disavow such action and request the employees to return to work and shall use its best efforts to achieve a prompt resolution of normal operations. Employees, who hold a position of authority in the Union, hold a position of special trust and have a responsibility to stay at work and use their best efforts to encourage other employees to return to work. The Employer reserves all legal rights and remedies if the Union or employees with a position of authority fail to comply with this Section. However, the Union, including its officials and agents, shall not be liable for any damage, direct or indirect, to public or private property, if they have complied with all of the terms of this Article.

Section 5.4. Union Liability

Upon the failure of the Union to comply with the provisions of Section 5.1 above, any agent or official of the Union who is an employee covered by this Agreement may be subject to the provisions of Section 5.5 below.

Section 5.5. Discipline of Strikers

Any employee who violates the provisions of Section 5.1 of this Article shall be subject to discipline up to and including discharge. Any action taken against an employee who participates in action prohibited by Section 5.1 of this Article shall not be subject to the grievance or arbitration procedure except that the issue of whether an employee in fact participated in an action prohibited by Section 5.1 shall be subject to the grievance and arbitration procedure.

Section 5.6. Judicial Restraint

Nothing contained herein shall preclude either party from obtaining judicial restraint and damages in the event that either party violates this Article.

ARTICLE VI. DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 6.1. Definition of Grievance

A grievance is defined as a dispute between the Employer and an employee or the Union regarding an alleged violation, misapplication of the meaning, interpretation, or application of an express provision of this Agreement. However, any dispute or difference of opinion concerning a matter or issue that is subject to the jurisdiction of the Board of Fire and Police Commission of the Village of Thornton shall not be considered a grievance under this Agreement.

Section 6.2. Representation

Grievances may be processed by the employee or the Union on behalf of an employee or group of employees. The Union may have the grievant or grievants present at any step of the grievance procedure, and the grievant is entitled to Union representation at any step of the grievance procedure. The term "business day" shall mean Monday through Friday, excluding Saturday, Sunday, and holidays.

Section 6.3. Procedure

STEP 1, SERGEANT

Any employee or Union representative who has a grievance, shall submit the grievance in writing to a Sergeant. The grievance shall contain a statement of facts and circumstances, the provision(s) of the Agreement alleged to have been violated, and the relief sought. All grievances shall be filed within seven (7) business days from the date of occurrence or non-occurrence which is subject to the grievance procedure or seven (7) business days from which the grievant could reasonably have learned of the circumstance which gave rise to the grievance. The Sergeant shall investigate the grievance and shall offer to discuss the grievance with the grievant, representative, and/or the Union at a mutually agreed upon date and time. Thereafter, the Sergeant shall render a written response to the grievant within seven (7) business days after the above discussions. Grievances not timely filed shall be deemed waived without precedence. Should there be no Sergeant available with the seven (7) day requirement herein; the grievant shall submit the grievance to Step 2, Chief of Police.

STEP 2, CHIEF OF POLICE

If no response is received or the grievance is not settled at Step 1 and the grievant wishes to appeal the decision at Step 2, the grievance shall be submitted in writing to the Chief of Police or his designee within seven (7) business days after receipt of the response at Step 1, or when a response should have been received at Step 1. The grievance shall set forth the facts and circumstances and shall state the reason for believing that the grievance was improperly denied at Step 1. The Chief of Police or his designee shall investigate the grievance and shall offer to discuss the grievance with the grievant, representative, and/or the Union at a mutually agreed upon date and time. Thereafter, the Chief of Police or his designee shall render a written response to the grievant within seven (7) business days after receipt of the grievance. Grievances not timely filed shall be deemed waived without precedence.

STEP 3, MAYOR

If no response is received or the grievance is not settled at Step 2 and the grievant wishes to appeal the decision at Step 3, the grievance shall be submitted in writing to the Mayor or his designee within seven (7) business days after receipt of the response at Step 2, or when a response should have been received at Step 2. The grievance shall set forth the facts and circumstances and shall state the reason for believing that the grievance was improperly denied at Step 2. The Mayor or his designee shall then investigate the grievance, and will hold a meeting with the grievant, representative, and/or Union at a mutual agreed upon time and date, scheduled within seven (7) business days after receiving the grievance. The Mayor or his designee shall then respond to the grievance, in writing, within seven (7) business days after conducting such meeting.

STEP 4, ARBITRATION

If the grievance is not settled at Step 3, and the Union wishes to appeal the grievance, it may refer the matter to arbitration within seven (7) business days of receipt of the Mayor's response at Step 3, or when a response should have been received at Step 2. The arbitration shall proceed in the following manner.

- A. A representative of the Employer and the Union shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators who are members of the National Academy of Arbitrators. Each party shall have the right to reject one list in its entirety. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the Employer and the Union. The winner of a "coin toss" shall determine the first to strike. The person whose name remains on the list shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Union. The letter shall request the arbitrator to set a time and place for hearing the grievance, subject to availability on the part of the Employer and the Union. Hearings shall be conducted in the Village of Thornton, unless otherwise mutually agreed.
- B. Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator. The Employer and the

Union shall have the right to request the arbitrator to require the presence of witnesses and documents with each party bearing their own expense. The expenses and fees of arbitration and the cost of the hearing room shall be shared equally between the Employer and the Union. Cost of arbitration shall include the arbitrator's fees, room cost and transcription costs for the arbitrator's transcript if so requested by the arbitrator. Each party shall bear the cost of its own transcript if they require one.

- C. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue or issues reasonably raised by the grievance as initially submitted. The arbitrator shall have no authority to make a decision on any issue or issues not so reasonably raised. The arbitrator shall be without power to make any decision or award that is contrary to or inconsistent with applicable laws. Any decision or award of the arbitrator rendered within the limitations of this Section 6 shall be final and binding upon the Employer, the Union and the employees covered by this Agreement.
- D. The decision and award of the arbitrator shall be made within thirty (30) days following the end of hearings or the submission of briefs, whichever is later and shall be final and binding on the parties involved. The arbitrator shall have the right to hear more than one (1) grievance if mutually agreed by the parties involved.

Section 6.4. Option to Arbitrate

An employee disciplined by the Chief of Police in excess of a five (5) day suspension shall have the option of appealing such disciplinary action, either before the Village of Thornton Board of Fire and Police Commissioners or through the Dispute Resolution and Grievance Procedure set forth in this Article VI except that the decision to arbitrate a disciplinary decision in excess of five (5) days suspension shall be at the sole discretion of the Union (MAP). Such election must be made in writing within seven (7) days of the imposition of the discipline. If the employee elects to appeal the discipline through the contractual grievance procedure, he/she shall voluntarily sign and present to the Village an express waiver of his/her right to appeal the matter before the Village of Thornton Board of Fire and Police Commissioners at the time that his/her grievance is filed.

ARTICLE VII. FIRE AND POLICE COMMISSION

The parties recognize that the Board of Fire and Police Commissioners of the Village of Thornton has certain statutory authority over employees covered by this Agreement, including but not limited to, the right to make, alter and enforce rules and regulations. This Board shall have no authority to amend, change, diminish or reduce the content of this Agreement.

ARTICLE VIII. SENIORITY

Section 8.1. Seniority Defined

Seniority is defined as an employee's continuous length of full-time service as a police officer with the Employer from the date of last hire. Leaves exceeding ninety (90) days shall be deducted from the total accumulated days of full-time service in determining seniority, except leaves resulting from duty related injuries or unless otherwise stated to the contrary in this Agreement. If hired on the same date, ranking on the eligibility list shall establish seniority, with the employee higher ranking being the most senior.

Section 8.2. Loss of Seniority

An employee will lose his seniority when:

- A. The employee resigns or quits;
- B. The employee retires;
- C. The employee is discharged for just cause (except a probationary officer who need not be discharged for just cause);
- D. The employee accepts other employment while on an approved leave of absence from the police department (unless otherwise approved by the Employer), or fails to return to work within 72 hours after the termination of an authorized leave of absence or notify the Employer why he will be unable to return to work at the end of said of 72-hour period;
- E. The employee does not return to work on the date required when recalled from layoff;
- F. The employee is laid off in excess of one (1) year.

Section 8.3. Seniority List

As soon as practicable after the signing of this Agreement, and on or before January 1 each year thereafter, the Employer will furnish the Union a list showing the name, job title and most recent date of hire for each employee in the bargaining unit, and whether the employee is entitled to seniority or not. The Employer shall also post the seniority list.

The Employer shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Employer in writing, within thirty (30) calendar days after the posting of the list. Disagreements over proper placement on the list shall be resolved through the grievance procedure.

ARTICLE IX. EMPLOYEE RIGHTS

Section 9.1. Police Officer's Rights

Nothing in this Agreement is intended to abridge the rights of an employee under the Uniform Police Officers' Disciplinary Act; United States Supreme Court decision in *NLRB v. Weingarten* 420 U.S. 251 (1975) and Department of Central Management Services & Corrections (Morgan) decision, 1 PERI par. 2020 (ISLRB 1985); provided, however, that an alleged violation of this Section may not be subject of a grievance under the terms of this Agreement.

Section 9.2. Personal Assets

No employee shall be required or requested to disclose to the Employer any item of his property, income assets, source of income or assets, debts or personal or domestic expenditures (including those of any member of his family or household) unless such information is necessary in an internal or criminal investigation with regards to the employee's assets.

Nothing provided herein shall be construed to exclude any employee from the requirements of the Illinois Governmental Ethics Act 5 ILCS 420/1-101 et seq. and the financial disclosure provisions contained therein or any other state or federal law requiring financial disclosure.

Section 9.3. Release of Information

No photograph or personal information about an employee, including an employee's home address (**including the employee's city and state**) or home telephone number, will be disclosed by the Employer to the media or general public at any time during the term of this Agreement, unless the employee approves of such disclosure in advance of its release, in writing.

Employees shall not identify themselves as a Police Officer of the Village of Thornton when discussing information with the media which is not directly related to operations or official business of the Department. It is understood that only the Chief of Police or designee may provide a press release on behalf of the Employer concerning any matters related to the Police Department, its operations, or any other official business of the Police Department.

Section 9.4. Replacement of Personal Property

The Employer will reasonably cooperate and provide reasonable assistance in any employee's action in attempting to recover damage personal property of the employee suffered while engaging in duties and responsibilities of the position. The Employer also will provide an employee reimbursement for loss of reasonably priced personal property (i.e., eyeglasses or modest watches) if damaged through normal use while engaging in duties of position as long as damage is not caused by officer's misuse or neglect of the property.

ARTICLE X. LABOR/MANAGEMENT CONFERENCES

Section 10.1. Labor/Management Conferences

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between local Union representatives (Union representatives as may be required) and responsible representatives of the Employer. Such meetings may be requested at least seven (7) days in advance, where appropriate, by either party by placing in writing a request to the other for a "labor-management conference" and expressly providing the agenda for such meeting.

- a) Discussion on the implementation and general administration of this Agreement.
- b) A sharing of general information of interest to the parties.
- c) Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.
- d) Issues and concerns involving safety.

Any report or recommendation which may be prepared by the Union, or designee(s) of the Chief of Police as a direct result of any such meeting will be in writing and copies submitted to the Chief of Police and the representatives of the Union.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at Labor-Management conferences," nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings."

Section 10.2. Attendance at Labor/Management Conferences

Attendance at Labor/Management conferences shall be voluntary on the employee's part. Attendance at such conference shall not interfere with required duty time, and attendance if during duty time, is permitted only upon reasonable notice to and prior approval of the Chief of Police or designee. The Chief of Police, or his designee, may approve or disapprove attendance of employees while on duty, subject to the manpower needs of the department. Employees' attending a Labor/Management conference shall be considered hours worked for compensation purposes if the employee was normally scheduled to work during that time and fulfills the remaining portion of the shift.

ARTICLE XI. LAYOFF AND RECALL

Section 11.1. Layoff

The Employer, in its discretion, shall determine when and whether layoffs are necessary, provided, however, that the Employer will not implement a layoff for the sole purpose of replacing full-time employees with part-time, auxiliary or volunteer employees.

If the Employer so determines, employees covered by this Agreement will be laid off in accordance with their length of service with the Employer as provided in 65 ILCS 5/10-2.1-18, provided, however, the Employer may retain an employee who has specialized skills regardless of length of service where it is necessary to the efficient operation of the Department to retain an individual with such specialized skills. For the purpose of this Article, the term "specialized skills" shall be limited to those employees who have completed extensive training programs such as certified technicians, certified traffic reconstruction and other similar courses which require extensive training and completion of course work.

Except in case of emergency, no layoff will occur without at least thirty (30) calendar days' notification to the Union. The Employer will meet to bargain the decision and the effects of a proposed layoff within fourteen (14) calendar days' of serving the notice to the Union provided the Union advises the Employer of its desire to meet and bargaining within five (5) calendar days of the Union's receipt of notice of the proposed layoff. The Village agrees to consult the Union, upon request, and afford the Labor Union an opportunity to propose alternatives to layoff, though such consultation shall not be used to delay the layoff and the Employer shall not be obligated to agree to any proposed alternatives.

Further, the Employer shall not hire, contract out or utilize other parties to perform the duties performed by members of the bargaining unit, while any bargaining unit member remains on layoff.

Section 11.2. Recall

Employees who are laid off shall be placed on a recall list for one (1) year. If there is a recall, employees who are on the recall list shall be recalled in the reverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training. Employees who are eligible for recall shall be given ten (10) calendar days' notice thereof by Certified or Registered Mail, Return Receipt Requested, with a copy to the Union. The employee must notify the Chief of Police, or designee, of the intention to return to work within five (5) days after receipt of a notice of recall.

The Employer shall have been deemed to have fulfilled its obligation by mailing the recall notice by Certified Mail, Return Receipt Requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Chief of Police or designee with his latest mailing address. If the employee fails to timely respond to the recall notice, the employee's name shall be removed from the recall list and seniority will be terminated.

ARTICLE XII. DRUG AND ALCOHOL TESTING

Section 12.1. General Policy Regarding Drugs and Alcohol

The use of illegal drugs and the abuse of alcohol by members of the Police Department presents unacceptable risks to the safety and well-being of other employees and the public, invite accidents and injuries, and reduce productivity. In addition, such conduct violates the reasonable expectations of the public that the employees who serve and protect them obey the law and be fit and free from the effects of drug and alcohol abuse.

In the interest of employing persons who are fit and capable of performing their jobs, and for the safety and well-being of employees, residents and visitors of the Village of Thornton, the Employer may require employees to submit to drug and/or alcohol testing as outlined in this Article.

Section 12.2. Prohibitions

Unit members shall be prohibited from:

- a) Consuming or possessing alcohol at any time (unless related to work duties) during the work day or anywhere on the Employer's premises or job sites, including all Employer buildings, properties, vehicles and the employee's personal vehicle parked on Village property or while engaging in Employer business.
- b) Consuming alcohol at any time during the workday or just prior to the workday or possessing alcohol at any time during the workday (unless related to work duties) anywhere on the Employer's premises or job sites including all Employer buildings, properties, vehicles and the employee's personal vehicle parked on Village property or while engaging in Employer business.
- c) Misuse of prescription drugs or using (any level), selling, purchasing, possessing or delivering (unless selling, purchasing, possessing or delivering in accordance with duty requirements) any illegal drug (including cannabis, which is illegal under federal law) during the work day or when off duty.
- d) Failing to report to the Chief of Police any known adverse side effects of medication or prescription drugs which they are taking.

Violation of these prohibitions may result in disciplinary action, up to and including discharge.

Section 12.3. The Administration of Tests

Where the Employer has reasonable suspicion to believe that an employee is acting in violation of Section 12.2 above, the Employer shall have the right to require the employee to

submit to alcohol or drug testing as set forth in this Article. In the event that an employee is performing services for the Employer pursuant to a drug enforcement assignment, the employee shall be obligated to adhere to and sign all necessary waivers required pursuant to the applicable Metropolitan Enforcement Group (MEG) rules and regulations.

Specified situation testing may occur in the following circumstances:

- a) If the employee has experienced excessive absenteeism or tardiness under circumstances giving rise to a suspicion of off-duty illegal drug or alcohol abuse,
- b) If the employee is involved in a motor vehicle accident while in the course of performing duties.

Section 12.4. Order to Submit to Testing

Within twenty-four (24) hours of the time an employee is ordered to submit to testing authorized by this Agreement, the Employer shall provide the employee with a written notice setting forth the reasons for the test request and the basis of the reasonable suspicion. The employee shall have time to consult with a Union representative or counsel prior to any questioning by the Employer. Testing shall not be unreasonably delayed by reason of the employee's inability to consult with legal counsel or a Union Representative. Refusal to comply with the order to submit to testing may subject the employee to discipline, up to and including discharge, but the taking of such test shall not operate to waive any objection or rights the employee may possess.

Section 12.5. Test to be Conducted

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

- a) Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- b) Establish a chain of custody procedure for both the sample collection and testing that will insure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- c) Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the employee;
- d) Collect samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Employees 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 belief that the employee has attempted to compromise the accuracy of the testing procedure;

- e) Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- f) Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense, provided the employee notifies the Employer within seventy-two (72) hours of receiving the results of the tests;
- g) Require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing, or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein (e.g., billings for testing that reveal the nature or number of test administered), the Employer will not use such information in any manner or forum adverse to the employee's interests;
- h) Require that with regard to alcohol testing, for the purpose of determining whether the employee is in violation of Section 12.2, under the influence of alcohol, test results showing an alcohol concentration level at or above the standards applicable to over-the-road drivers pursuant to the then applicable Illinois Department of Transportation (IDOT) regulations will be considered positive test results;
- i) Provide each employee tested with a copy of all information and reports received by the Village in connection with the testing and the results;
- j) Insure that no employee is the subject of any adverse employment action except emergency temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such emergency reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

Section 12.6. Voluntary Request for Assistance

The Village shall take no adverse employment action for drug or alcohol use against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, prior to any request by the Employer to submit to testing in accordance with this Article, other than the Employer may require reassignment of the employee, with pay, if he is then unfit for duty in his current assignment. All such requests shall be confidential, and any information received by the Employer, through whatever means, shall not be used in any manner adverse to

the employee's interests, except reassignment as described above. Such information may be used at any time if the employee subsequently violates Section 12.2. The foregoing is conditioned upon and subject to proof of the following:

- a) The employee agreeing to appropriate treatment as determined by the physician(s) involved;
- b) The employee discontinues his use of illegal drugs or abuse of alcohol;
- c) The employee completes the course of treatment prescribed, including an “aftercare” group for a period of up to twelve months;
- d) The employee agrees to submit to random testing during hours of work during the period of “after-care”;
- e) The employee's use of drugs or alcohol did not contribute directly or indirectly to the loss of life or injury to any person or any violation of the Employer's standards of conduct, work rules or policies governing employees.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of a Police Officer or whose continuance on active status would constitute a direct threat to the property or safety of others.

Section 12.7. Discipline for Policy Violation

Except as required by law, an employee who tests positive for alcohol (as set forth above) shall be entitled to one opportunity to participate in rehabilitation conditioned on the requirements of Section 12.6 in lieu of immediate discharge for the first offense. The foregoing also shall not be construed as a limitation on the Employer's right to discipline employees for misconduct or other violation of its work rules, policies, procedures or directives. It is understood that this one-time rehabilitation offer in lieu of immediate discharge opportunity is not available to employees who violate the drug portions of this Article, as such violations are grounds for immediate termination. It is also understood that employees who are unfit to perform their duties may be assigned to other job duties or removed from service during the period of rehabilitation, as stated in Section 12.6.

Section 12.8. Officer Involved Shooting

Pursuant to the Illinois Police & Community Relations Improvement Act, an officer who discharges his firearm in the performance of his official duties or in the line of duty which results in the death or injury of a person(s) will be required to submit to a drug and alcohol test prior to the end of the officer's tour of duty or shift when the shooting occurred.

For the purpose of clarity, the parties agree that a person “involved in” an officer involved shooting is defined to mean any officer who discharged a firearm thereby causing injury or death to a person or persons. If multiple officers discharged their firearm, and it is unclear whose bullet

struck the person or persons, then all officers who discharged their firearm in the direction of the subject shall be required to submit to drug and alcohol testing.

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

The parties agree that any drug or alcohol test required pursuant to this Section shall be considered a compelled, non-voluntary drug or alcohol test under threat of disciplinary action. Such testing shall be done by testing urine or breath. Blood tests shall only be administered with a warrant, ~~unless the officer otherwise consents or is incapacitated and cannot consent.~~

ARTICLE XIII. GENERAL PROVISIONS

Section 13.1. Examination of Records

The Union or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee, with the employee's permission, pertaining to a specific grievance arising after the effective date of this Agreement. Such examinations shall occur at reasonable times with the Employer's consent.

Section 13.2. Exposure to Diseases

The Employer agrees to pay the cost of inoculation or immunization shots for employees and immediate family members who reside in the household of the employee when such becomes necessary as a result of said employee's exposure to contagious diseases while in the line of duty.

Section 13.3. Standards

If the Employer desires to institute a physical fitness program, productivity program or any other program as a condition of employment, the Employer shall negotiate the terms and requirements of such program with the Union prior to the program's implementation.

Section 13.4. Effect of Impasse

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as may be amended from time to time (5 ILCS 315/14), or as may otherwise be mutually agreed.

Section 13.5. Non-Discrimination

The Employer agrees not to discriminate against any employee, based on race, color, sex, religion, disability, or national origin of the employee, however, any alleged violations may not be subject of a grievance. The Employer also agrees not to discriminate against employees as a result

of membership to the Union which may be the subject to one form of appeal (i.e., grievance, ISLRB, etc.)

Section 13.6. Use of Masculine Pronoun

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

Section 13.7. Special Details

Employees shall have special details (*i.e.*, parades and other assignments outside of the officer's normal work duties and excluding functions such as training, business meetings and court time), offered on a seniority basis.

Section 13.8. Secondary Employment

Employees who work secondary employment shall not wear the departmental uniform or utilize any equipment, property or supplies of the Employer. Employees shall notify the Employer of any secondary employment and, if working in the capacity of law enforcement, shall provide proof of workers' compensation and liability insurance from the secondary Employer prior to engaging in this employment. Employees shall, also, be prohibited from accepting secondary employment as a bouncer or where the primary purpose is the sale of alcohol.

Section 13.9. Bulletin Boards

The Employer shall provide the Union with a designated bulletin board within the squad room. Posting on this bulletin board will be limited to notices of Union meetings, Union elections and other official Union or Lodge activities; provided, however, that no notices of a partisan political or inflammatory nature shall be posted. Posting of Union notices shall be limited to such bulletin board and the Union will provide the Chief of Police with a copy of each notice prior to its posting.

Section 13.10. Residency

Employees will be subject to the Village of Thornton's ordinance which was in effect at the time of this Agreement.

ARTICLE XIV. HOURS OF WORK AND OVERTIME

Section 14.1. Purpose of Article

This Article defines the normal hours of work and establishes the basis for the calculation of overtime. It is not, however, a guarantee of hours of work per day, month or year. It is not intended to establish a right to compensation in any form for time not worked except as specifically provided for in this Article.

Section 14.2. Work Schedules and Assignments

The Employer shall post work schedules showing the shifts, work days and work hours to which employees are assigned at least fourteen (14) calendar days in advance of the start of the deployment period. Employees shall be assigned to twelve (12) hour shifts. Employees will be afforded at least forty-eight (48) hours' notice of any changes in the work schedule, except for emergencies or where otherwise necessary to avoid interference with the efficient operations of the Department. However, changes in work schedules shall not be made for the purpose of avoiding overtime. In no event shall an employee's work schedule change more than two (2) times (days) during any deployment period, unless otherwise agreed to by the affected employee. If the Employer contemplates a change in the composition of the shift schedule, the Village will notify the Union sufficiently in advance of such a change.

Section 14.3. Hours of Work

An employee's normal work day shall consist of twelve (12) consecutive hours of work (i.e., 6 a.m. to 6 p.m. or 6 p.m. to 6 a.m.). Employees are normally scheduled to work 160 hours in a 28-day cycle, except that employees assigned to work details other than patrol, such as detective, may be assigned a normal work day with an alternate start/ending time and/or eight (8) hour shifts where appropriate for business reasons.

Section 14.4. Shift Selection/Rotation

For calendar year 2008 and thereafter, covered employees shall be given the opportunity to select their shifts on an annual basis. This selection shall be done pursuant to the officer's Departmental seniority, with a schedule of available shifts handed out to the Union by October 1st and returned to Management by October 15th of each year. Annual shift selections shall be made for periods of one deployment period at a time. The Chief of Police (or designee) may, with reasonable cause, adjust schedules selected pursuant to this Section, if necessary for the efficient operation of the Department. The Chief of Police (or designee) will post the new schedule by November 1st of each year so that the officers can plan accordingly.

Section 14.5. Shift Trade

Employees may "trade shifts" or work for each other, however, the Employer shall not be responsible for record keeping or ensuring any type of "payback". Shift trades are the responsibility of the employee(s). Shift trades must be approved by the employees, the Chief of Police and/or his designee of any trade at least forty-eight (48) hours prior to the shift involved, except for documented emergencies approved by the Chief of Police, or designee. No trade will be permitted if it results in overtime and the Chief of Police may deny a shift trade only when reasonably necessary and the trade interferes with the efficient operations of the department.

Section 14.6. Overtime Assignments

The Chief of Police or his designee shall have the right to require overtime work consistent with the needs of the Employer for proper police protection and employees may not refuse overtime assignments. Overtime assignments shall be offered to full time employees by seniority (i.e., the bargaining unit employee with the most seniority has right to first opportunity for overtime

assignments). When the work schedule is posted, the Employer also shall include an “open shift” sign-up sheet available to all officers (i.e., both full-time and part time officers). The bargaining unit employee with the most seniority may cancel any officer (full or part time) with less seniority provided he/she gives a minimum of ninety-six (96) hours' advance notice to the affected officer. For purposes of this Section 14.6, the phrase “overtime assignment” means any open work assignment available after the deployment schedule is posted.

Any officer who volunteers for any overtime assignment shall give the employer ninety-six (96) hours' notice prior to canceling an overtime shift. Assuming there are no full-time volunteers to fill the available overtime assignment, the Employer shall seek full time volunteers and part time volunteers, via Connect CTY or Blackboard Connect, before the order-in process is effective. Once an employee is ordered-in, he/she is the last to be called in for future order-ins unless no other officer is available or as provided in this Section. Forty-eight (48) hours (2 full days') notice to employee to be ordered in, except in the event of unanticipated business needs or late call-offs.

At no time shall any officer be allowed to work a partial shift when an employee is next on the order-in list unless another officer has agreed to split the shift. The ordered-in employee shall remain responsible for covering the duration of said shift, not to exceed twelve (12) hours, unless it is determined by a shift supervisor that it is necessary for successful operations of the department to do so. It is understood that no officer will be required to work in excess of eighteen (18) consecutive hours in the absence of a legitimate operational need of the Employer.

In the event the Employer has an immediate overtime assignment (i.e. sick day/call off) the Chief of Police or his designee shall contact all full and part time officers via text message (or alternate means when technologically necessary such as Connect CTY or Blackboard Connect) and such text message will include reference to the name of the next officer scheduled to be ordered-in (“ALL CALL”), for the purpose of filling the immediate overtime assignment. The employee next on the order-in list or any other employee desiring to work must respond within fifteen (15) minutes. The opportunity shall be offered to the most senior full-time employee who responds within fifteen (15) minutes. If no full-time employee timely responds, it may be offered to a part time officer. If any hours remain uncovered, including Special Duty hours, off duty employees shall be ordered in by reverse seniority via the order-in list. Any time an officer is ordered in by the Employer to work a shift or special duty assignment, it will count as an “order in” and be documented on the order in list.

Section 14.7. Compensatory Time

The employee shall have the option of selecting compensatory time in lieu of overtime payment. Compensatory time off may be accumulated to a maximum of eighty (80) hours. Compensatory time off shall be granted at the employee's request at such time and in such blocks as approved by the Chief of Police or designee. Permission to use compensatory time off shall not be unreasonably denied. Employees utilizing compensatory time shall not be subjected to the Department's order in policy during approved comp time hours, in the absence of emergency or unanticipated business need.

Section 14.8. Call Back

The term “call back” is defined as an official assignment of work which does not immediately follow any employee's regularly scheduled working hours. The term “call back” shall not include an employee being contacted by telephone or situations where employees are requested to clarify complete or modify reports or other paperwork already submitted, or which should have been submitted. Employees reporting back to work under the definitions of “call back” shall be compensated a minimum of four (4) hours.

Section 14.9. Court Time

When an employee is required to attend court on behalf of the Employer, the employee shall receive a minimum of three (3) hours of pay at the officer's time and one-half rate; provided, however, that if an employee is scheduled to begin the shift within one hour of the start of the court call, the employee shall only be paid for time actually spent in court in addition to the time spent in performing regular duties at straight time rates. For example, if an employee has a court call at 2:30 p.m. and the shift begins at 3:00 p.m., the employee will receive one-half hour of guarantee pay in addition to pay for the hours worked on the normal shift.

Section 14.10. Overtime Compensation

All hours worked in excess of one hundred sixty (160) in a 28-day cycle shall be compensated at the overtime rate of one and one-half (1-1/2) times the regular hourly rate of pay. For purposes of this Section, the phrase “hours worked” shall include time on paid vacation status, paid personal day status and/or approved canine maintenance hours.

Section 14.11. Pyramiding

Compensation shall not be paid, or compensatory time taken off more than once for the same hours under any provision of this Article or Agreement.

ARTICLE XV. WAGES

Section 15.1. Base Wages

The following across the board increases will apply (retroactive for those on the payroll as of both May 1, 2023 and the date of ratification of its Agreement by authorized representatives of both parties):

- a) Effective May 1, 2023, three percent (3%);
- b) Effective May 1, 2024, five percent (5%); and
- c) Effective May 1, 2025, five percent (5%).

| CONTRACT YEAR | WAGE INCREASE | STARTING | END OF PROB. | YEAR 2 |
|---------------|---------------|----------|--------------|--------|
| 1-May-23 | 3.0 % | | | |
| 1-May-24 | 5.0 % | | | |
| 1-May-25 | 5.0 % | | | |

Section 15.2. Officer in Charge (OIC)

In the event that no supervisor is working, the most senior full time patrol officer shall be designated as OIC. The designated OIC will receive one (1) hour of the officer's straight time pay per "shift." It is understood that, for purposes of this "OIC Pay", a shift refers to a minimum of four (4) hours of consecutive time spent in the capacity as OIC.

Section 15.3. FTO Premium Payment

In the event that the Employer designates in writing that an officer shall serve as a Field Training Officer, the employee shall receive two (2) hours of straight time pay for the FTO day. The FTO day will be either an 8- or 12-hour shift. It is understood that no employee will be required to serve or be responsible as FTO unless designates as such by the Chief of Police, in writing.

Section 15.4. Use of Personal Vehicle

Anytime an employee is required by the Employer to utilize their own vehicle, the Employer shall reimburse the employee at the maximum rate per mile allowed by IRS Standards.

Section 15.5. Longevity Stipend/Career Service Incentive

Each full-time bargaining unit employee who has completed fifteen (15) years of consecutive service as a sworn officer with the Village of Thornton Police Department shall receive a lump sum longevity payment equal to \$1500 per year (the "Longevity Stipend. The Longevity Stipend amount will be increased to \$2,000 per year after a full-time bargaining unit employee has completed twenty (20) consecutive years as a sworn officer, payable on the next payroll period after the employee begins his/her 21st year of full-time service. After a full-time bargaining unit employee has completed twenty-five consecutive years as a sworn officer, he shall receive an increase in the Longevity stipend in the amount of \$2,500, payable on the next payroll period after the employee begins his/her 26th year of full service. The Longevity Stipend will be paid on a separate check.

ARTICLE XVI. HOLIDAYS AND PERSONAL DAYS

Section 16.1. Holidays

The below schedule shall be designated holidays and employees will be paid eight (8) hours of straight time pay for each day whether worked or not. If an employee actually works on the holiday below, he/she will receive an additional payment of four (4) hours of straight time pay in addition to the employee's regular pay for all hours actually worked on the day. To receive holiday

pay under this Section, the employee must work at least six (6) hours on his scheduled day before OR at least six (6) hours on his scheduled day after the holiday (and, if scheduled, the actual holiday listed below) except if the absence is due to an approved day off for FMLA, approved vacation, approved personal or approved compensatory time off. For the purpose of this section, a “holiday” shall be construed to mean the 24-hour period beginning at 0000 and ending at 2400.

| | | |
|------------------|------------------------|------------------------|
| New Year's Day | President's Day | Thanksgiving Day |
| Veteran's Day | Easter Day | Day After Thanksgiving |
| Memorial Day | Labor Day | Christmas Eve |
| Independence Day | Martin Luther King Day | Christmas Day |
| | | Columbus Day |

Section 16.2. Personal Days

Each employee shall receive thirty-six (36) hours off with pay during each calendar year in order to take care of personal business that could not be transacted outside the normal workday. Personal time must be taken in a minimum of six (6) hour blocks. Personal time cannot be carried over into subsequent calendar years and the employee may not receive pay in lieu of a personal time off. Employees on scheduled and approved paid personal time shall not be subjected to the Department's order in policy during the approved personal hours, in the absence of emergency or unanticipated business need.

ARTICLE XVII. VACATION

Section 17.1. Earned Vacation

Employees shall earn vacation in accordance with the below schedule. Vacation pay shall be calculated on the basis of the employee's regular straight-time rate in effect at the time the vacation is taken.

| SERVICE TIME | VACATION EARNED |
|---------------------|------------------------|
| 1 Year Completed | 80 Hours |
| 7 Years Completed | 120 Hours |
| 15 Years Completed | 160 Hours |
| 20 Years Completed | 200 Hours |

Section 17.2. Vacation Scheduling

Vacation time off must be taken during the calendar year. Vacation selections shall be made amongst employees, provided that no more than one (1) employee shall be on vacation at a time, *nor shall any employee be on vacation for more than two (2) consecutive weeks*. Conflicts regarding multiple requests for the same time off among bargaining unit members will be resolved in favor of the most senior bargaining unit employee.

A bargaining unit employee who is on a Scheduled off Day which is connected to a Scheduled Vacation Day will be exempt from the mandatory order-in rules while on the Off Day.

The result: one bargaining unit member from the “A” shift and one bargaining unit member from the “B” shift may be off at the same time.

During the period of November 1 through November 30 (the “Vacation Selection Period”), annually, each officer will submit in writing to the Chief (or designee) his/her request for vacation days for the following calendar year. Selections will be based on seniority with the first selection being dates for a period of 80 hours. Once each member has selected his/her hours, the selection process goes back to the senior member for a second round of selection(s). During the second round, members may select their remaining vacations hours during the “Vacation Selection Period”.

Prior to December 15th, the Chief of Police or his designee will determine and post the vacation schedule to be granted to each bargaining unit officer for the coming year with priority given to the more senior bargaining unit officer(s).

After the annual vacation schedule is posted, a bargaining unit officer may submit a written request to change his/her previously selected vacation subject to the following provisions:

- a) Once the deployment period schedule is posted, two (or more) bargaining unit officers may trade vacation days off during that same deployment period with those same officers provided it does not result in any expense to the Employer.
- b) Any requested change of a posted vacation schedule must be submitted at least one (1) week prior to the posting of the schedule to be affected.
- c) A bargaining unit member may take one (1) vacation day (including up to two (2) RDOs either before or after) once during a posted deployment period (DP) provided that the shift has been sufficiently covered by others. There will be no order-in for this vacation day request.
- d) For the term of this Agreement, the Parties agree that the Employer's interpretation of the phrase “on vacation at a time” will govern. This shall not constitute an admission by either party as to correct interpretation of the phrase “on vacation at a time”.
- e) As in the past, it is understood that there may be legitimate business reasons for the Employer to cancel or deny a vacation request for limited reasons such as off-site training, emergency/ies, unanticipated staffing needs, etc.; provided, however, the Employer will not unreasonably deny a vacation request or trade which does not result in any expense to the Employer.

Section 17.3. Effect of Vacation

Employees who are on vacation shall not be subject to mandatory “ordered” overtime. Once a vacation is selected, approved and scheduled, it shall not be canceled by the Employer, absent an emergency.

In the event that an employee has purchased a non-refundable airplane ticket to be used on approved vacation time off, the employee shall be entitled to reimbursement for the cost of the airplane ticket and/or other documented non-refundable reasonable travel expenses if the employee's vacation is canceled by the Chief of Police or designee for emergency reasons provided the following conditions are met:

- a) The employee notifies the Chief of Police or designee at least seven (7) calendar days in advance of the vacation that airplane ticket(s) were purchased;
- b) The employee provides proof of expenses at the time of said notification;
- c) The employee otherwise complies with the remaining obligations regarding scheduling and approval of vacation time off.

Section 17.4. Accumulation

Any employee who was prevented from utilizing any vacation may carry over said vacation time into the next year which must be used within the first three (3) months of the calendar year.

Section 17.5. Year End Vacation Payment

An employee may receive pay in lieu of up to forty (40) hours of accrued but unused vacation time earned during the calendar year. Vacation amounts paid pursuant to this Section will be provided in a separate check on the first payroll date of December.

Section 17.6 Paid Leave for All Act and Cook County Sick Leave Ordinance

The Parties agree and acknowledge that the paid time off provisions set forth in this Agreement satisfy and exceed any rights of covered employees set forth in the Illinois Paid Leave for All Act 820 ILCS 192/ ~~and the Chicago Sick Leave Ordinance~~.

ARTICLE XVIII. INSURANCE

Section 18.1. Health Insurance

The Employer agrees to maintain the group hospital, dental, optical and prescription insurance policy that is currently in effect, however, the Employer shall have the right to change carriers, plans or self-insure provided the benefit levels and coverage remains substantially similar or is improved from that offered to other Village employees. The Employer agrees to provide HMO and PPO at the employee's option to all employees covered by this Agreement and to deduct from employee's monthly earnings a premium co-payment maximum of twenty percent (20%). The federal health care option will not be considered unless it is the only insurance option available, except if required by law.

Section 18.2. Life Insurance

The covered employees will receive life insurance in the amount of Fifty Thousand Dollars (\$50,000) in accordance with the applicable terms and eligibility requirements for the coverage. The Employer agrees to notify the Union and covered employees of a change in this benefit (if any) during the term of the Agreement that affects covered employees.

Section 18.3. Pre-Tax Benefit Plan

The Employer shall continue the Section 125 plan of the Internal Revenue Service Code for all bargaining unit members.

Section 18.4. Retiree Insurance

Full-time covered bargaining unit members who retire in Good Standing (and while not under investigation) who have served in full capacity for their appropriate age and years of service (as defined in the plan documents), will be eligible for reimbursement of fifty percent (50%) of the cost of the lowest cost retiree health insurance plan cost for employee only coverage. No premium amount will be paid on behalf of the employee's spouse or other dependents pursuant to this Section. The remaining provisions of the plan documents in effect at the time will govern this benefit and the employee must not be employed by another entity.

Section 18.5. Insurance Opt Option

Effective for plan year 2025, any bargaining unit employee who voluntarily elects not to be covered by the Village's health, dental, and vision insurance plan may decline the coverage and will be paid an annual "Stipend" in the amount of \$4,000, payable during the first payroll of June for eligible employees.

No employee will be allowed to receive this Stipend unless they can show proof of coverage under another health insurance policy and sign a Waiver of Health Insurance Form. If an employee loses coverage from the other insurance plan during the year, the employee shall be permitted to re-enroll in the Village's insurance plan in accordance with the Village's insurance provider and remaining terms of the plan in effect at the time. The employee will also be required to repay the Stipend to the Village that portion of the cash incentive, pro-rated according to the length of time the employee was not insured. The employee shall decide which form of Stipend re-payment shall take place (i.e., lump sum or through a payroll deduction over a period not to exceed six (6) months). In the event an employee receives a Stipend and their employment ends (for any reason) prior to completion of the plan year, will repay the pro-rata share of the Stipend amount through an offset/deduction from their final paycheck.

An employee participating in the Insurance Opt-out program may elect to re-enroll in the Village's health insurance plan during open enrollment of each year for the following plan year in which the Stipend was received.

ARTICLE XIX. LEAVES OF ABSENCE

Section 19.1. Paid Sick Time

Employees shall receive eighty-four (84) hours at the beginning of each calendar year as sick time. Newly hired employees shall receive eighty-four (84) hours upon date of hire, however, shall not be allowed to utilize paid sick time within the first six (6) months from date of hire. Scheduled sick time for appointments (doctor, dentist, etc.) must be scheduled forty-eight (48) hours in advance and taken in a minimum of four (4) hour blocks.

Section 19.2. Utilization of Sick Time

Employees are allowed to use sick leave for illness or injury to the employee or the employee's immediate family as defined by the Family and Medical Leave Act. A doctor's note shall be required when utilizing sick leave of thirty-six (36) hours or more. "Consecutive", as used in this Section, shall mean any thirty-six (36) hours of work that an employee is scheduled and not counting any scheduled days off of that employee.

Section 19.3. Accumulation of Sick Time

Employees shall accumulate unused sick leave from year to year. Upon employment separation, employees shall be paid twenty five percent (25%) of all accumulated sick time based on a twelve (12) hour work day (shorter work days will be computed based on shorter hours). This amount will be increased to thirty five percent (35%) for employees who separate due to voluntary retirement.

Section 19.4. Bereavement Leave

In the event of a death in the employee's immediate family, the employee shall be entitled to receive paid time off of up to twenty-four (24) consecutive hours in which the employee was otherwise scheduled to be working (per the posted deployment schedule) for the purpose(s) of attending the funeral. Employees also may use earned and accrued paid time off options to attend the funeral of a person who is not within the officer's "immediate family" as defined below in this Section. The Employer reserves the right to require proof of death and attendance at the funeral to receive benefits under this Section.

For purposes of this Section, "immediate family" shall mean parent(s), step-parents, grandparent(s), current spouse, children, step-children, brother(s), sister(s), step-siblings, grandchildren, step-grandchildren, current mother-in-law, and current father-in-law.

Section 19.5. Injury Leave

Any employee who sustains an injury or illness arising out of or in the course of employment with the Employer shall be covered by the provisions of 5 ILCS 345/1.

Section 19.6. Family Medical Leave Act

Employees shall be covered by the Family and Medical Leave Act of 1993, as amended, allowing up to twelve (12) weeks of leave, on a rolling basis, for the birth, adoption or foster care of a child, or the serious health condition of the employee or the employee's immediate family as defined by the Act. At least thirty (30) days' notice is required if the need for leave is foreseeable. If the leave is not foreseeable, as much advance notice as possible is required prior to the start of the leave. Health insurance shall continue on the same basis as if the employee was working and the employee will suffer no loss of accrued benefits while on such leave. The employee may elect to use any accrued time off options while on approved family medical leave.

Section 19.7. Military Leave

Military leave shall be granted in accordance with applicable law. In addition, employees shall also be allowed up ten (10) paid days per year under this section.

ARTICLE XX. UNIFORMS/EQUIPMENT/MISCELLANEOUS

Section 20.1. Equipment and Uniforms

The Employer will provide the initial Uniform Set (as defined below). Additionally, each fiscal year, covered and active officers will receive a clothing allowance to be used for the purposes of purchasing replacement uniform items. This allowance will be \$925 per fiscal year. Officers will be required utilize the purchase order system for their uniform and equipment purchases. The phrase "Uniform Set" means: inner belt, outer belt, holster, jacket, handgun, ASP, ASP holder and magazine pouch.

Section 20.2. Bullet-Proof Vests

The Employer shall supply a bullet-proof vest to all employees and maintain said vest in accordance with the manufacturer's specifications.

Section 20.3. Education Allowance

The Employer will provide eligible employees access to a three thousand dollars (\$3,000) educational allowance bank that will be shared by any members of the bargaining unit who utilize the bank in a calendar year in accordance with the remaining policy and conditions applicable to other Village employees. If there is any portion of this amount remaining at the end of the fiscal year, the unused amount(s) can be used for other officers who have remaining student loan balances that were incurred for law enforcement studies taken while employed by this Department. Proof may be required by management to confirm that payment of the allowance is properly utilized under this Section 20.3.

Section 20.4. Line of Duty Death Benefit

The family of an employee whose death is the result of action taken within the line of duty shall be entitled to a funeral death benefit in the amount of Ten Thousand Dollars (\$10,000). This

benefit is in addition to any other amounts of life insurance provided to eligible employees pursuant to a then applicable life insurance plan maintained by the Village for covered employees.

ARTICLE XXI. TRANSFERS

Employees who were laterally transferred or have prior police experience (including completion of the police academy) may be placed at the Employer's discretion at a different pay scale at the start of employment, however, not greater than Step 3. Said employees shall not receive any other economic benefit incentive nor receive any credit for seniority purposes.

ARTICLE XXII. SAVINGS CLAUSE

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable. During the course of such negotiations, the "No Strike" Article of this Agreement shall remain in full force and effect.

ARTICLE XXIII. COMPLETE AGREEMENT

Section 23.1. Entire Agreement

This Agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining between the parties for its term. The Employer and Union, for the duration of this Agreement, each waives the right, and each agrees that the other shall not be obligated to bargain with respect to any subject or matter referred to or covered in this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 23.2. Term of Agreement

This Agreement shall be effective from May 1, 2023 and shall remain in full force and effect until April 30, 2026. It shall continue in effect from year to year thereafter unless a notice of demand to bargain is given in writing by Certified Mail by either party no earlier than one hundred twenty (120) days and not later than thirty (30) days, preceding expiration. The notice referred to shall be considered to have been given as of the date shown on the postmark. ~~No provisions will be retroactive unless expressly stated.~~

Section 23.3. Continuing Effect

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 Procedure are continuing for a new Agreement or part thereof between the parties to the extent required by law.

IN WITNESS HEREOF, the parties hereto have affixed their signatures this

day of _____, 2024.

VILLAGE OF THORNTON

**METROPOLITAN ALLIANCE OF
POLICE, THORNTON POLICE
CHAPTER #105**

APPENDIX A SHIFTS

**DAY SHIFT A
NIGHT SHIFT A**

**DAY SHIFT B
NIGHT SHIFT B**

EXAMPLE:

| | | | | | | |
|------|------|------|------|------|------|------|
| MON. | TUE. | WED. | THU. | FRI. | SAT. | SUN. |
| D/A | D/A | D/B | D/B | D/A | D/A | D/A |
| N/A | N/A | NIB | N/B | N/A | N/A | N/A |

| | | | | | | |
|------|------------|------|------|------|------|------|
| MON. | TUE. | WED. | THU. | FRI. | SAT. | SUN. |
| D/B | D/B | D/A | D/A | D/B | D/B | D/B |
| N/B | <i>NIB</i> | N/A | N/A | NIB | N/B | N/B |

KEY: D/A = DAY SHIFT A
D/B = NIGHT SHIFT B
N/A = NIGHT SHIFT A
N/B = NIGHT SHIFT B

APPENDIX B

BODY WORN CAMERAS - SIDE LETTER

This Side Letter is entered into by and between the Village of Thornton (“Village”) and the Metropolitan Alliance of Police, Thornton Police Chapter #105 (“Union”) collectively referred to as the “Parties”. The Parties agree to the following:

The Employer and MAP recognize that officer-worn body cameras may provide impartial evidence and documentation to settle disputes and allegations of officer misconduct by helping to collect evidence while also improving transparency and accountability and strengthening public trust. The terms used in this Policy will be construed in accordance with the Illinois Law Enforcement Officer-Worn Body Camera Act, 50 ILCS 706/ (the “Act”).

1. The cameras must be equipped with pre-event recording, capable of recording at least the thirty (30) seconds prior to camera activation.
2. The cameras must be capable of recording for a period often (10) hours or more.
3. The cameras must be turned on at all times when the officer is in uniform and is responding to calls for service or engaged in any law enforcement-related encounter or activity, that occurs while the officer is on duty.
4. If exigent circumstances exist which prevent the camera from being turned on, the camera must be turned on as soon as practicable.
5. Officer-worn body cameras may be turned off when the officer is inside of a patrol car which is equipped with a functioning in-car camera; however, the officer must turn on the camera upon exiting the patrol vehicle for law enforcement-related encounters.
6. Officer-worn body cameras may be turned off when the officer is inside a correctional facility or courthouse which is equipped with a functioning camera system.
7. Cameras must be turned off when required by the Act, including when:
 - (a) the victim of a crime requests that the camera be turned off, and unless impractical or impossible, that request is made on the recording;
 - (b) a witness of a crime or a community member who wishes to report a crime requests that the camera be turned off, and unless impractical or impossible that request is made on the recording;
 - (c) the officer is interacting with a confidential informant used by the law enforcement agency;
 - (d) an officer of the Department of Revenue enters a Department of Revenue facility or conducts an interview during which return information will be discussed or visible; or

However, an officer may continue to record or resume recording a victim or a witness, if exigent circumstances exist, or if the officer has reasonable articulable suspicion that a victim or witness, or confidential informant has committed or is in the process of committing a crime. Under these circumstances, and unless impractical or impossible, the officer must indicate on the recording the reason for continuing to record despite the request of the victim or witness.

(e) When the officer is interacting with a confidential informant.

8. Cameras may be turned off when the officer is engaged in community caretaking functions. However, the camera must be turned on when the officer has reason to believe that the person on whose behalf the officer is performing a community caretaking function has committed or is in the process of committing a crime. If exigent circumstances exist which prevent the camera from being turned on, the camera must be turned on as soon as practicable.

9. The officer must provide notice of recording to any person if the person has a reasonable expectation of privacy and proof of notice must be evident in the recording. If exigent circumstances exist which prevent the officer from providing notice, notice must be provided as soon as practicable.

10. For the purposes of redaction or duplicating recordings, access to camera recordings shall be restricted to only those personnel responsible for those purposes. The recording officer or his or her supervisor may not redact, duplicate, or otherwise alter the recording officer's camera recordings. Except as otherwise provided in this Section, the recording officer and his or her supervisor may access and review recordings prior to completing incident reports or other documentation, provided that the supervisor discloses that fact in the report or documentation.

(a) A law enforcement officer shall not have access to or review his or her body-worn camera recordings or the body-worn camera recordings of another officer prior to completing incident reports or other documentation when the officer:

(i) has been involved in or is a witness to an officer-involved shooting, use of deadly force incident, or use of force incidents resulting in great bodily harm;

(ii) is ordered to write a report in response to or during the investigation of a misconduct complaint against the officer.

(iii) If the officer subject to subparagraph (i) prepares a report, any report shall be prepared without viewing body-worn camera recordings, and subject to supervisor's approval, officers may file amendatory reports after viewing body-worn camera recordings. Supplemental reports under this provision shall also contain documentation regarding access to the video footage.

(b) The recording officer's assigned field training officer may access and review recordings for training purposes. Any detective or investigator directly involved in the investigation of a matter may access and review recordings which pertain to that investigation but may not have access to delete or alter such recordings.

11. Recordings made on officer-worn cameras must be retained by the law enforcement agency or by the camera vendor used by the agency, on a recording medium for a period of 90 days.

(a) Under no circumstances shall any recording, except for a non-law enforcement related activity or encounter, made with an officer-worn body camera be altered, erased, or destroyed prior to the expiration of the 90-day storage period. In the event any recording made with an officer-worn body camera is altered, erased, or destroyed prior to the expiration of the 90-day storage period, the law enforcement agency shall maintain, for a period of one year, a written record including (i) the name of the individual who made such alteration, erasure, or destruction, and (ii) the reason for any such alteration, erasure, or destruction.

(b) Following the 90-day storage period, any and all recordings made with an officer-worn body camera must be destroyed, unless any encounter captured on the recording has been flagged. An encounter is deemed to be flagged when:

- (i) a formal or informal complaint has been filed;
- (ii) the officer discharged his or her firearm or used force during the encounter;
- (iii) death or great bodily harm occurred to any person in the recording;
- (iv) the encounter resulted in a detention or an arrest, excluding traffic stops which resulted in only a minor traffic offense or business offense;
- (v) the officer is the subject of an internal investigation or otherwise being investigated for possible misconduct;
- (vi) the supervisor of the officer, prosecutor, defendant, or court determines that the encounter has evidentiary value in a criminal prosecution; or
- (vii) the recording officer requests that the video be flagged for official purposes related to his or her official duties or believes it may have evidentiary value in a criminal prosecution.

12. Under no circumstances shall any recording made with an officer-worn body camera relating to a flagged encounter be altered or destroyed prior to 2 years after the recording was flagged. If the flagged recording was used in a criminal, civil, or administrative proceeding, the recording shall not be destroyed except upon a final disposition and order from the court.

13. Nothing in this Act prohibits law enforcement agencies from labeling officer-worn body camera video within the recording medium; provided that the labeling does not alter the actual recording of the incident captured on the officer-worn body camera. The labels, titles, and tags shall not be construed as altering the officer-worn body camera video in any way.

14. Following the 90-day storage period, recordings may be retained if a supervisor at the law enforcement agency designates the recording for training purposes. If the recording is designated for training purposes, the recordings may be viewed by officers, in the presence of a supervisor or training instructor, for the purposes of instruction, training, or ensuring compliance with agency policies.

15. Recordings shall not be used to discipline law enforcement officers unless:

- (a) a formal or informal complaint of misconduct has been made
- (b) a use of force incident has occurred;
- (c) the encounter on the recording could result in a formal investigation under the Uniform Peace Officers' Disciplinary Act; or
- (d) Nothing in this paragraph 15 shall be construed to limit or prohibit a law enforcement officer from being subject to an action that does not amount to discipline.

16. If an officer becomes aware of any technical difficulties, failures, or problems with the officer-worn body camera or associated equipment, he or she must notify the appropriate supervisor as soon as practical. Upon receiving notice of technical difficulties with a camera or associated equipment, the supervisor shall make reasonable efforts to correct and repair any of the officer-worn body camera equipment or make other arrangements for a replacement when necessary.

17. No officer may hinder or prohibit any person, not a law enforcement officer, from recording a law enforcement officer in the performance of his or her duties in a public place or when the officer has no reasonable expectation of privacy. However, an officer may take reasonable action to maintain safety and control, secure crime scenes and accident sites, protect the integrity and confidentiality of investigations, and protect the public safety and order. Unlawful confiscation or destruction of the recording medium of a person who is not a law enforcement officer may result in criminal penalties, as prescribed by law, and departmental discipline, up to and including termination.

18. Body worn cameras shall not be remotely activated without extraordinary or exigent circumstances. Should the body worn camera be activated remotely, the officer shall be notified by audio and/or visuals means within a reasonable period of time.

19. There is nothing in this section that is construed as a waiver of an officer's ability to claim that a portion of the recording contains a communication that is protected by a legally recognized privileged relationship (e.g., spouse, attorney, labor representative,

minister, etc.). Any claim of privilege will be addressed and resolved pursuant to UPODA and the state and federal laws, when applicable. Note: A privileged conversation does not include a conversation with another officer or supervisor while still actively engaged in a call for service, investigation, community care taking function and/or law enforcement encounters or activities.

20. In the event of a conflict between an express provision of this Policy and the Act, the Act will govern in all cases.

21. If there is a material change of the Act (or the laws interpreting the Act), the Parties agree to negotiate the change and/or the impact of the change on this section, if required by law.

22. Recordings made with the use of an officer-worn body camera are not subject to disclosure under the Freedom of Information Act, except under specific circumstances as outlined in the Act or as required by law.

23. Nothing in this policy shall limit access to a camera recording for the purpose of complying with Supreme Court rules or the rules of evidence.

Executed after receiving approval from the authorized representative who sign below.

Village of Thornton

**Metropolitan Alliance of Police, Thornton
Police Chapter #105**

Date: _____

Date: _____