

AGREEMENT

between

VILLAGE OF MONTGOMERY

and

**METROPOLITAN ALLIANCE OF POLICE
MONTGOMERY POLICE CHAPTER #333**

May 1, 2020

through

April 30, 2025

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PREAMBLE

THIS AGREEMENT entered into by the Village of Montgomery (hereinafter referred to as the "Village" or the "Employer") and the Metropolitan Alliance of Police, Montgomery Police Chapter 333 (hereinafter referred to as the "Chapter"), has as its purpose the promotion of harmonious relations between the Village and the Chapter; acknowledgement of valuable work performed by the employees; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of an entire agreement covering rates of pay, hours of work and terms and conditions of employment applicable to bargaining unit employees. The Village and the employees covered by this agreement regard themselves as public servants governed by the highest ideals of honor and integrity in all their public and personal conduct, in order that they may merit the respect and confidence of the general public.

Therefore, in consideration of the mutual promise and agreements contained in this Agreement, the Village and the Chapter do mutually promise and agree as follows:

ARTICLE I

RECOGNITION AND REPRESENTATION

Section 1. Recognition. The Village recognizes the Chapter, as certified by the ILRB in Case No. S-RC-06-157, as the exclusive bargaining representative for all sworn full-time peace officers (hereinafter referred to as "police officers" or "employees") in the rank of Police Officer. Excluded from the bargaining unit are all other Village employees, including sworn peace officers in the supervisory rank of sergeant and above, all part-time or temporary employees, any employees excluded from the definition of "peace officer" as defined in Section 3(k) of the Illinois Public Labor Relations Act ("Act"), all other managerial, supervisory, confidential and professional and short-term employees as defined by the Act, as amended.

Section 2. Fair Representation. The Chapter recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Chapter.

Section 3. Gender. Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall be construed to refer to both male and female employees.

Section 4. Non-Discrimination. In accordance with applicable law, neither the Village nor the Chapter shall discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color, national origin, Chapter or non-Chapter affiliation. Any dispute concerning the interpretation and application of this paragraph shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement and may be processed through the last step of the grievance procedure but may not be submitted to arbitration. Notwithstanding the foregoing, if an employee alleges that the Village has discriminated against him/her because of his/her Chapter or non-Chapter affiliation, the employee may file a

grievance and such grievance may be processed through the grievance procedure and submitted to arbitration.

Section 5. Due Deduction. Upon receipt of lawful written authorization form from employees covered by this Agreement, the Village agrees to deduct from their salary, on the first paycheck of each month, the regular monthly uniform Union membership dues during the term of this Agreement. A copy of the dues deduction authorization that is to be utilized is attached hereto as Appendix _____. Signing of the dues deduction authorization is voluntary with the individual employee. The dues shall be forwarded to the individual designated by the Union to receive such deductions. The regular uniform Union membership dues to be deducted will be certified in writing by the Union to the Village.

Section 6. Fair Share. During the term of this Agreement, Police Officers who are not members of the Chapter shall, commencing thirty (30) days after the effective date of this Agreement, pay a fair share fee to the Chapter for collective bargaining and contract administration services tendered by the Chapter as the exclusive representative of the officers covered by this Agreement. Such fair share fee shall be deducted by the Village from the earnings of non-members and remitted to the Chapter each month. The Chapter shall annually submit to the Village a list of the officers covered by this Agreement who are not members of the Chapter and an affidavit which specifies the amount of the fair share fee, which shall be determined in accordance with applicable law.

Section 7. Indemnity. The Chapter agrees to indemnify and hold the Village harmless against any and all claims, suits, orders or judgments brought or issued against the Village as a result of any action taken or not taken by the Village under any of the provisions of this Article, unless such action is initiated or prosecuted by the Village.

ARTICLE II CHAPTER BULLETIN BOARD

Section 1. Bulletin Board. The Village will provide the Union a bulletin Board (at least 2 feet by 3 feet in size) in a non-public area in the Police Department facility, for posting of official Union announcements and other items of Union business provided that such posting are non-political and non-inflammatory in nature. The bulletin board shall be for the sole and exclusive use of the Union. The Union will limit the posting of Union notices to said bulletin board. Notices posted in violation of this Section may be removed by the Village, provided prompt notice is given to a Union officer. Notices removed by the Village will be given to a Union officer.

ARTICLE III MANAGEMENT RIGHTS

Except as specifically modified by other articles of this Agreement, the Chapter recognizes the exclusive right of the Employer to make and implement decisions with respect to the operation and management of its operations in all respects. Such rights include but are not limited to the following:

to plan, direct, control and determine all the operations and services of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which operations are conducted; to determine whether goods or services are made or purchased; to make, alter and enforce rules, regulations, orders and policies; to evaluate employees; to layoff employees; to change or eliminate existing methods, equipment or facilities; to discipline, suspend and discharge non-probationary employees for just cause (probationary employees without cause); and to take any and all actions as may be necessary to carry out the mission of the Village in situations of civil emergency conditions as may be declared by the Village President or by the Village Administrator, which actions may include the suspension of the provisions of this Agreement provided that wage rates and monetary benefits shall not be suspended and providing that all provisions of this agreement shall be promptly reinstated once a civil emergency condition ceases to exist.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Village, 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 then 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.

ARTICLE IV **HOURS OF WORK AND OVERTIME**

Section 1. Purpose. This Article is intended to define the normal hours of work and to provide the basis for the calculation and payment of overtime. It shall not be construed as a guarantee of hours of work per day, per week, or work cycle, or of days of work per week, per month or per work cycle.

Section 2. Normal Work Day and Work Week. The normal workday shall consist of a combination of twelve (12) hour shifts with one (1) eight (8) hours shift within a fourteen (14) day work period. While working an eight (8) hour shift, employees shall be permitted a thirty (30) minute paid meal period and two (2) fifteen (15) minute paid breaks, one (1) to be taken at a reasonable time during the first half of the shift and one (1) to be taken at a reasonable time during the second half of the shift. While working the twelve (12) hours shift, employees shall be permitted two (2) fifteen (15) minute paid breaks, to be taken as detailed above and below, and one (1) forty-five (45) minute paid meal period.

Breaks are permitted if the employee's workload and department demands permit and may not be combined together or used in conjunction with the meal break. Employees will stay within Village limits, remain on duty and respond to calls occurring during their meal periods. Employees will not be compensated for missed breaks or meal periods.

The twelve (12) hour shift schedule shall be accomplished using four (4) teams – Team A, B, C and D. Teams A and B shall be assigned to day shift and Teams C and D shall be assigned to night shift. The day shift shall be 0700 hours to 1900 hours and the night shift shall be 1900 hours to 0700 hours. Additionally, the Village may choose, at its option, to assign an officer to an early car, working the following hours: 0600 to 1800 for the day shift and 1800 to 0600 for the night shift.

Section 3. Normal Work Cycle. The normal work cycle is fourteen (14) days, in accordance with Section 7K of the Fair Labor Standards Act.

Section 4. Changes in Normal Workday or Normal Work Week. Should it be necessary in the Village's judgment to establish schedules departing from the normal workday or the normal work week, or to change the shift schedule of an employee or employees, the Village will give, if practicable, at least 72 hours advance written notice of such change to all employees directly affected by such change. This includes changes to a Patrol Officer's scheduled shift.

Section 5. Overtime Pay. All employees shall be paid on and on-half (1-1/2) times their regular straight time hourly rate for all hours actually worked in excess of eighty (80) hours in a fourteen (14) day work period. For any employee to be eligible for overtime pay, the additional time worked must be authorized in advance by the Police Chief of his designee. Approved, paid time off will count as hours worked for purposes of overtime eligibility.

Section 6. Compensatory Time. Effective upon execution of this Agreement, an employee will be allowed to accrue up to eighty (80) hours of compensatory time in lieu of overtime pay. (Once an employee has earned eighty (80) hours during a fiscal year, he or she shall not be eligible to earn any more compensatory time during the remainder of such fiscal year.

Use of accumulated compensatory time shall be allowed as long as manpower allows (part time employees working at their regular straight time hourly rate may be utilized to supplement manpower when an officer covered by this agreement is utilizing compensatory time off). Employees shall be allowed to use consecutive days of compensatory time per the mutual agreement as set forth above. Employees will be paid for any accrued, but unused, compensatory time on the last payroll in April each year at their then current pay rate.

Section 7. Employee Shift Exchange. An employee may have another fully qualified bargaining unit employee substitute for him or her by performing work in the same capacity for the employee's entire work day, or portion thereof, provided the substitution does not interfere with the operation of the Police Department, does not result in the employee working two (2) consecutive twelve (12) hour shifts, and subject to advance approval by the Police Chief or the Chief's designee. The hours worked by the substitute employee shall be excluded by the Village in the calculation of hours for which the substitute employee would otherwise be entitled to compensation, including overtime compensation. If a substitute employee works another employee's scheduled work shift in accordance with this Section, then the hours worked by the substitute employee shall only be counted as hours worked by the employee who was originally scheduled to work that shift. It is expressly understood that an employee shall not work two (2) consecutive twelve (12) hour shifts, and by

approving a voluntary request to exchange shifts or portions of shifts, the Village will not incur any overtime liability.

Section 8. Court Time. Employees who are required to make court appearances on behalf of the Village during off-duty hours that they are not scheduled to work will receive a minimum guarantee of two (2) hours pay. The foregoing minimum guarantee shall not apply if court time is within two (2) hours before or after an employee's regularly scheduled working hours, in which case the employee will be paid only for actual hours worked.

Section 9. Call Back Pay. A call-back is defined as an official assignment of work that does not continuously precede or follow an employee's scheduled working hours and involves the employee returning to work after the employee has worked a shift. Employees who are called back to work under this Section shall be guaranteed a minimum of two (2) hours pay or be compensated for the actual time worked, whichever is greater, at the employee's applicable hourly rate under this Article. The two-hour minimum shall not apply when the call back is less than two hours before the start of an employee's shift, or to work which is scheduled in advance. In addition, the two (2) hour minimum specified herein shall not be applicable when an employee is called back to work to rectify his own error.

Section 10. Overtime Distribution. The Chief of Police or his designee shall have the right to require overtime work and employees may not refuse overtime assignments. In non-emergency situations, when overtime opportunities are known at least five (5) days in advance, the Chief of Police or his designee shall post the overtime assignment for bidding. The most senior qualified bidder, as determined by the Police Chief or his designee, will normally be selected for the overtime assignment. Where overtime becomes available within forty-eight (48) hours of the assignment, such overtime shall be offered to all officers on duty at the time the overtime assignment becomes known, and the most senior officer accepting such assignment by the end of that shift will receive the assignment.

There shall be created an overtime list for the forceback of bargaining unit members. Upon ratification of the Agreement by both parties a list shall be created with the names of all bargaining unit members in inverse seniority (least senior member at the top of the list, and so forth). If there is a forceback, then the least senior applicable person shall then be forced back. That person shall then have their name placed at the bottom of the list and future force backs would then proceed in a rotating manner.

Notwithstanding the foregoing, specific employees may be selected for special assignments based upon specific skills, ability and experience they may possess. If a Patrol Officer demonstrates that he or she bid on a posted overtime opportunity in a timely fashion and was improperly passed over for such overtime, the remedy shall be to give such Officer first preference for the next available overtime opportunity.

Section 11. Canine Officer. Overtime for this assignment shall be governed by the provisions of the Canine Officer Agreement, attached hereto as Appendix A, and incorporated herein by

reference. The parties agree that to be eligible for assignment by the Police Chief to the position of Canine Officer, an employee shall sign the Canine Officer Agreement.

Section 12. No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. There shall be no pyramiding of overtime or premium compensation rates.

Section 13. Shift Bid. All officers covered by this Agreement shall, on an annual basis, bid their shift by seniority. Officers will pick one shift for the entire year and there shall be no rotation of schedules/shifts. The Village will endeavor to provide advance notice to officers when the bid process will begin. Such bids shall be accomplished and completed at least sixty (60) days prior to implementation of that bid. If a shift is vacated or there is some other change in staffing, management, at its sole discretion, may determine to re-open the shift bid process. It shall be the sole responsibility of the bidding officer to complete his shift bid within the designated timeframe, which shall not be less than 48 hours. Failure to do so will result in that officer moving to the end of the bid selection list.

ARTICLE V

LABOR-MANAGEMENT COMMITTEE

At the request of the Chapter of the Village, a Labor Management Committee shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations. Attendance at Labor Management Committee meetings shall be limited to four (4) persons designated by the Chapter, at least two of whom shall be bargaining unit employees, and four (4) persons designated by the Village Administrator or her designee. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least seven (7) calendar days prior to the date of the meeting, which notice shall also indicate who said party will have in attendance at the meeting. The other party, upon request, shall indicate who it intends to have present at the Committee meeting at least two (2) days prior to the meeting. This Section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement. The date, time and place for Labor Management Committee meetings shall be mutually agreed upon by the Chapter and the Village. If such a meeting is held during the regular working hours of any Chapter employee on the Committee, that employee shall not lose any compensation for attending the meeting. Otherwise, attendance at such meeting shall not be considered as time worked for the employees involved. The Labor Management Committee is intended to improve communications and shall be advisory only.

ARTICLE VI

SENIORITY, LAYOFF AND RECALL

Section 1. Definition of Seniority. For purposes of this Article, seniority shall be based on the employee's length of continuous full-time employment as a sworn Police officer in the employ of the Village. Seniority shall not accrue during any period of time when the employee is in a non-paid status such as a suspension or unpaid leave of absence, to the extent permitted by law. Conflicts in

seniority between two employees having the same date of hire shall be determined on the basis of the first letter of their last name; with the person with the letter first appearing in the alphabet being considered the more senior, and so forth.

Section 2. Probationary Period. All new employees and those hired after their termination of seniority shall be considered probationary employees until they complete a probationary period of eighteen (18) months of actual work (inclusive of training). During an employee's probationary period the employee may be disciplined, suspended or terminated at the sole discretion of the Village, with or without cause. No grievance shall be presented or entertained in connection with the discipline, suspension or termination of any probationary employee.

Section 3. Seniority List. Within four (4) weeks of the effective date of this Agreement, and thereafter on or before January 1 of each new calendar year, the Village will post and provide the Chapter with a seniority list setting forth each employee's seniority date. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village in writing within thirty (30) calendar days after the Village's posting of the list.

Section 4. Layoff. The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their length of service as provided in Illinois law, 65 ILCS 5/10-2.1-18.

A non-probationary employee who is laid off under this Section will be given either fourteen (14) calendar days advance written notice of the layoff or two weeks severance pay, at the Employer's option.

Section 5. Recall. Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training.

Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Chapter, provided that the employee must notify the Police Chief or his designee of his intention to return to work within seven (7) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list.

Section 6. Termination of Seniority. Seniority and the employment relationship shall be terminated for all purposes if the employee:

- (a) quits or resigns;

- (b) is discharged;
- (c) retires (or is retired pursuant to a legal mandatory retirement age adopted and implemented by the Village);
- (d) falsifies the reason for a leave of absence or is found to be working during a leave of absence without prior written approval of the Village;
- (e) fails to report to work at the conclusion of an authorized leave of absence or vacation;
- (f) is laid off and fails to report for work within fourteen (14) calendar days after having been recalled;
- (g) is laid off for a period in excess of two (2) years;
- (h) does not perform work for the Village for a period in excess of twelve (12) months, provided, however, this provision shall not be applicable to approved absences due to military service, established work related injury compensable under workers' compensation law, disability pension; or
- (i) is absent for three (3) consecutive working days without notifying the Village.

Section 7. Effects of Layoff. During the term of this Agreement, if the Village exercises its discretion to layoff an employee, then the employee shall be afforded the opportunity to maintain the medical insurance in effect at the time he is laid off by paying, in advance, the full applicable monthly premium for this or her individual insurance coverage. If an employee opts to maintain his or her medical insurance under this section, then such employee shall be permitted to continue the insurance coverage for a period of up to eighteen (18) months from the date of layoff. Employee rights and benefits under this section are subject to the terms and conditions of the applicable insurance policy or plan. An employee who is laid off will be paid for earned, but unused vacation time.

ARTICLE VII **GRIEVANCE PROCEDURE**

Section 1. Definition. A "grievance" is defined as a dispute or difference of opinion raised by an employee against the Village during the term of this Agreement involving an alleged violation of an express provision of this Agreement, except that any dispute or difference of opinion concerning a non-disciplinary matter or issue which is subject to the jurisdiction of the Village Board of Fire and Police Commissioners shall not be considered a grievance under this Agreement.

Section 2. Procedure. The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

STEP 1: Any employee who has a grievance shall submit the grievance in writing to the employee's Sergeant or his designee specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than five (5) calendar days from the date of the first occurrence of the matter giving rise to the grievance or within five (5) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The employee's supervisor shall provide a written answer to the grievant within seven (7) calendar days following his receipt of the written grievance.

STEP 2: If the grievance is not resolved at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted by the employee in writing to the Police Chief within seven (7) calendar days after receipt of the Village's answer in Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Police Chief or his designee shall investigate the grievance and, in the course of such investigation, shall offer to meet and discuss the grievance within seven (7) calendar days with the grievant and a Chapter representative. The Police Chief may invite the employee's supervisor to attend the grievance meeting. During such meeting, the grievant shall provide all relevant facts concerning the alleged contract violation and the parties shall discuss possible resolution of the grievance. If no settlement of the grievance is reached, the Police Chief or his designee shall provide a written answer to the grievant within seven (7) calendar days following the date of the meeting. A grievant may not appeal a grievance to the next step until a meeting with management has occurred at this step and the Village has had a subsequent opportunity to answer the grievance.

STEP 3: If the grievance is not settled at Step 2 and the employee wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted by the employee in writing to the Village Administrator within seven (7) calendar days after receipt of the Village's answer in Step 2. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Village Administrator or her designee shall investigate the grievance and, in the course of such investigation, shall offer to meet and discuss the grievance within seven (7) calendar days with the grievant and a Chapter representative. The Village Administrator may invite the Police Chief to be present at the meeting. If no settlement of the grievance is reached, the Village Administrator or her designee shall provide a written answer to the grievant and the Chapter, within seven (7) calendar days following the date of the meeting. The Village Administrator's answer shall be final and binding unless the Chapter appeals to arbitration as provided in Section 3 of this Article. The grievance may not be appealed to arbitration until a

meeting with the Village Administrator has occurred at this step and the Village has had a subsequent opportunity to answer the grievance.

Section 3. Arbitration. If the grievance is not settled in Step 4 and the Chapter wishes to appeal the grievance from Step 3 of the grievance procedure, the Chapter may refer the grievance to arbitration, as described below, by notifying the Village Administrator in writing within ten (10) calendar days of receipt of the Village's written answer as provided to the Chapter at Step 3:

- (a) The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after the Village's receipt of the Chapter's notice of referral. In the event the parties are unable to agree upon the arbitrator within said seven (7) day period, the parties shall jointly request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of five (5) arbitrators from Illinois. Either party may require that the panel be comprised entirely of members of the National Academy of Arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Village and the Chapter shall have the right to strike two (2) names from the panel, with the party who requests arbitration striking two names first. The person remaining shall be the arbitrator.
- (b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Chapter and Village representatives. Unless otherwise mutually agreed between the Chapter and the Village, the hearing shall commence in the Village of Montgomery within thirty (30) calendar days of the date the arbitrator accepts his/her appointment.
- (c) The Village and the Chapter shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Chapter retain the right to employ legal counsel.
- (d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of post-hearing briefs by the parties, whichever is later.
- (e) More than one grievance may be submitted to the same arbitrator where both the parties mutually agree in writing.
- (f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Chapter; provided, however, that each party shall be responsible for compensating its own representatives and witnesses. (The grievant and the Chapter representative(s) will not be paid by the Village for time associated with the grievance procedure.)

Section 4. Limitations on Authority of the Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The

arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issues raised by the grievance as submitted in writing at the First Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 4 shall be final and binding upon the Village, the Chapter and the employees covered by this Agreement.

Section 5. Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted at Step 1 within five (5) calendar days after the first occurrence of the event giving rise to the grievance or within five (5) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

If a grievance is not presented by the employee within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to arbitration within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not answer a grievance within the specified time limits or any agreed extension thereof, the aggrieved employee may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 6. Miscellaneous. No member of the bargaining unit who is serving in acting capacity shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

When practical, the Village will make a good faith effort to meet with the Grievant under Steps 2-3 within 1 hour before or after the start or end of the employee's scheduled working hours.

Section 7. Exclusivity of Grievance Procedure. The grievance procedure set forth in this Article shall be the sole and exclusive means for discussing and processing items subject to the grievance procedure.

Section 8. Arbitration of Suspension or Termination. The parties agree that the Chief of Police (or the Chief's designee) shall have the right to suspend a non-probationary officer for up to thirty (30) days or dismiss a non-probationary officer for just cause, without filing charges with the Village Board of Fire and Police Commissioners. The decision of the Police Chief or the Chief's designee with respect to the suspension or dismissal action shall be deemed final, subject only to the

review of said decision through the grievance and arbitration procedure, provided a grievance is filed in writing within five (5) calendar days after such discipline is imposed. The sole recourse for appealing any such decision by the Chief of Police shall be for the employee to file a grievance as described herein.

If the employee elects to file a grievance as to his or her suspension or dismissal, the grievance shall be processed in accordance with Article VII of this Agreement, except that it shall be filed at Step 3 of the procedure. The Metropolitan Alliance of Police retains the authority to make a final decision as to whether a disciplinary matter is arbitrated. If the grievance proceeds to arbitration and the arbitrator determines that the disciplinary action was not supported by just cause the arbitrator shall have the authority to rescind or to modify the disciplinary action and order back pay, or a portion thereof. No relief shall be available from the Board of Fire and Police Commissioners with respect to any matter which is subject to the grievance and arbitration procedure set forth in Article 6 of the Agreement. Any appeal of an arbitrator's award shall be in accordance with the provisions of the Uniform Arbitration Act as provided by Section 8 of the IPLRA.

Pursuant to Section 15 of the IPLRA and 65 ILCS 10-2, 1-17, the foregoing provision with respect to the appeal and review of suspension or discharge decisions shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be contained in the Rules and Regulations of the Village Board of Fire and Police Commissioners.

Discipline of probationary officers, as well as any verbal warnings, written reprimands, written warnings or other discipline not involving unpaid suspension or dismissal shall not be subject to the grievance and arbitration procedure.

ARTICLE VIII NO STRIKE-NO LOCKOUT

Section 1. No Strike. Neither the Chapter nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, slowdown, speed-up, sitdown, concerted stoppage of work, concerned refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass absenteeism, picketing (with respect to wages, hours or terms and conditions of employment or any other labor dispute with the Village) or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing. Any and all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village, subject to any existing appeal or hearing rights to the Village Board of Fire and Police Commissioners. Each employee who holds the position of officer or steward of the Chapter 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 Chapter agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 2. No Lockout. The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Chapter.

Section 3. Judicial Restraint. Nothing contained herein shall preclude the Village or the Chapter from obtaining judicial restraint and damages in the event the other party violates this Article.

Section 4. Disciplinary Action. Any disciplinary action taken by the Employer against any employee who participates in any action prohibited by Section 1 of this Article shall not be considered as a violation of this Agreement and shall not be subject to the grievance procedure.

ARTICLE IX **WAGES**

Section 1. Wages. Employees shall be paid in accordance with the salary schedule attached as Appendix B for the 2020-21, 2021-22, 2022-23, 2023-24, 2024-25 fiscal years, effective on the dates indicated on the Appendix. The entry/start rate shall be the normal hiring rate, provided the Village reserves the right to hire an experienced officer at a higher rate, without affecting the probationary period. During the term of this Agreement, employees not at the top of the salary schedule shall be eligible to advance to the next step on the anniversary date of their employment as sworn Montgomery police officers, provided further, it has been determined by the Village through the performance appraisal process that they have meet departmental standards during the preceding year.

Any employee at the maximum of their range (currently \$84,240) shall be paid a one-time, lump sum bonus of \$1,000.00 after eight years of consecutive employment with the Department and an additional one-time, lump-sum bonus of \$1,500.00 after 12 years of consecutive employment with the Department; neither bonus shall be added to the employee's base salary.

Section 2. FTO Pay. Effective upon execution of this Agreement, each work day an officer is assigned to function as a Field Training Officer for a probationary employee, such officer shall be paid an additional three dollars (\$3.00) per hour for each such day worked. An officer who is certified as an FTO but not performing FTO duties on a given day will be ineligible for any FTO pay.

There shall be no pyramiding of FTO pay and OIC pay.

Section 3. OIC Pay. Covered patrol officers who are scheduled or ordered to work and assume supervisory duties regularly administered by a sergeant or by an officer of higher rank, shall be paid at an additional rate of three dollars (\$3.00) per hour for each hour worked as an OIC, in addition to their regular rate of pay. OIC pay will be paid only for time in which an officer actually acts as an officer in charge. Time spent in completion of duties after shift will not automatically receive OIC pay.

ARTICLE X INSURANCE

Section 1. Medical Insurance Coverage. The Village maintains a group medical HMO insurance program for all regular full-time employees of the Village. The Village shall provide such group medical HMO insurance for all such employees covered by this Agreement and their eligible dependents as prescribed with the terms and conditions of the policy or plan. The Village reserves the exclusive right to change carriers, alter or amend the group medical HMO insurance based on changes in coverage or insurance cost. Employees covered by this Agreement will, however, during the term of this Agreement, receive the same HMO insurance coverage as other eligible non-bargaining unit Village employees. The Village reserves the right to introduce and eliminate additional medical insurance options, in addition to the HMO insurance program at its sole discretion. However, the Village's share of the premium payments for such new plans will not exceed the total dollar amount paid for HMO premiums per employee, as detailed below.

Section 2. Insurance Premium Allocation. The medical insurance premiums, which may change from time to time, shall be paid for on a contributory basis by the Village and the employee as follows: The employee shall pay fifteen percent (15%) of the premium for single coverage, and the Village shall pay eighty-five percent (85%) of the premium. The employee shall pay fifteen percent (15%) of the premium for Employee + Spouse, Employee + Child or Family coverage, as applicable, and the Village shall pay eighty-five percent (85%). Employee premium contributions may be increased during the term of this Agreement, but any such increase will only occur if non-represented full-time employees' insurance premiums are also increased and such increases shall be in the same amounts. In no event will employees be responsible for paying more than eighteen percent (18%) of the total insurance premium during the term of this Agreement. The employee's share of the applicable premium shall be deducted from the employee's paycheck, whenever practicable.

The Village shall permit employee premium contributions to be deducted from their pre-tax earnings, pursuant to a plan established under Section 125 of the IRC, to the extent permitted by law.

Section 3. Cost Containment. The Village reserves the right to maintain or institute cost containment measures relative to insurance coverage. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, bounty clause, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 4. Life Insurance. The Village will provide Fifty Thousand (\$50,000.00) Dollars of term life insurance coverage to each eligible full-time employees at no cost to the employee covered by this Agreement. The Village retains the right to change insurance carriers or to self-insure this benefit so long as the amount of the coverage is maintained.

Section 5. Dental Insurance. Full-time employees covered by this Agreement shall be covered by the same dental insurance plan which is made available to other eligible non-bargaining unit Village employees, as the same may be changed from time to time for all such employees.

Employees in this bargaining unit shall contribute the same dollar amounts as other eligible non-bargaining unit employees for such coverage.

Section 6. Terms of Insurance Policies to Govern. The extent of coverage under the insurance policies or plans referred to in this Article shall be governed by the terms and conditions set forth in said policies or plans. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy or plan and shall not be subject to the grievance procedure set forth in this Agreement.

ARTICLE XI

VACATION, HOLIDAYS AND PERSONAL DAYS

Section 1. Vacation Leave. Employees shall earn vacation on a bi-weekly basis according to the following schedule:

Yrs. Of Service	Bi-Weekly Earned Rate	Total Annual Vacat. Hours
0 to 4 Years	3.08	80
5 to 8 Years	4.62	120
9 to 15 Years	6.16	160
15+ Years	7.70	200

Based on the above chart, at the start of employment an employee will begin to accrue 3.08 hours of vacation leave bi-weekly until the employee completes four years of employment. Beginning on the four-year anniversary, the employee will begin to accrue 4.62 hours bi-weekly so the at by the time the five years of employment is completed, the employee will have accrued 120 hours vacation leave, and so forth.

No employee shall be eligible to use vacation during their first six (6) months of employment, unless otherwise approved by the Village Administrator due to extenuating circumstances.

Use of accrued vacation leave must be approved by the Chief of Police or his designee, and shall normally be based upon the staffing and scheduling needs of the Department, or such other factors as the Chief of Police deems appropriate. All officers covered by this Agreement shall bid for their vacation for the upcoming calendar year by seniority with the most senior officer being awarded his request first. Such bid process shall begin after the shift bid process has been completed and bids will be awarded no later than November 15. Officers may only bid for one (1) calendar week of vacation, unless otherwise approved by the Police Chief. Officers who have at least forty (40) accrued but unused hours of vacation during the vacation bid process may bid up to two (2) calendar weeks of vacation, unless otherwise approved by the Police Chief. Officers are responsible for ensuring they will have vacation time available and accrued for the vacation period requested. For the purposes of the bid process, remaining vacation days shall be selected on a first come, first served basis.

Notwithstanding the foregoing, it is expressly understood that the final right to designate and/or cancel or reschedule vacation periods and the maximum number of employee(s) who may be on vacation at any time is exclusively reserved by the Chief of Police in order to insure the orderly performance of the services provided by the Village.

Unused vacation may not be carried over from one calendar year to the next, provided that an employee may carry over a maximum of one-hundred and twenty (120) hours of vacation time from one year to the next. Any earned but unused vacation will be forfeited without compensation at the end of each calendar year, unless otherwise specifically approved in writing by the Village Administrator, in advance, due to extenuating circumstances.

Section 2. Vacation Pay. A week's vacation pay shall be calculated on the basis of forty (40) hours at the employee's regular straight-time rate at the time the vacation is taken.

Section 3. Vacation Eligibility. Vacation time is not earned during an unpaid leave of absence or disability leave.

Section 4. Pay Upon Death or Termination. Employees shall receive compensation for all earned, unused vacation as of the employee's date of termination from employment or death prior to separation. Pay will be based upon the rate earned at time of separation.

Section 5. Holidays and Holiday Pay. The following listed holidays are the recognized holidays for the purposes of this Article. Employees may be scheduled to work on the holidays.

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Spring Holiday	Day following Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	

If an employee is not scheduled to work on any of the forgoing holidays, the employee shall receive 8 hours pay at the employee's regular straight time hourly rate of pay. If the employee works on any of said holidays, the employee will be paid for each hour worked on said holiday (or portion thereof) at double time, in addition to eight hours of holiday pay. (E.g., an employee working his normal work day on Christmas Day would be paid a total of 24 hours under this Section: 8 hours of holiday pay plus 8 hours at 2 times his regular rate.) For purposes of this Section, work on a holiday means the actual holiday, as opposed to date of observance by non-sworn Village employees.

In the event an employee does not work his regularly scheduled day before and after a holiday, that employee shall not receive holiday pay unless proof of illness or an otherwise acceptable absence is established to the satisfaction of the Chief of Police and the Village Administrator.

Section 6. Personal Day. Employees shall receive the equivalent of two (2) personal days per calendar year. Employees assigned to work regular 12-hour shifts shall receive 24 hours of personal time off per calendar year. Employees assigned to work regular 8-hour shifts shall receive 16 hours of personal time off per calendar year. In the event that an employee's regular shift schedule changes mid-year, any remaining balance of personal time will be adjusted accordingly. (E.g. An employee is assigned to 8-hour shifts in Investigations at the beginning of the year and is moved to 12-hour Patrol shifts later in the year. He used 8 hours of personal time off while assigned to Investigations and has a balance of 8 hours available at the time he moves to Patrol, that balance will be increased to 12 hours.) No employee shall be eligible to use personal time during their first six (6) months of employment, unless otherwise approved by the Village Administrator due to extenuating circumstances. Use of personal time must be approved by the Chief of Police or his designee, and shall normally be based upon staffing and scheduling needs of the Department, or such other factors as the Chief of Police deems appropriate. Notwithstanding, it is expressly understood that the final right to designate and/or cancel or reschedule a personal day is exclusively reserved by the Chief of Police in order to insure the orderly performance of the services provided by the Village. Employees shall not be allowed to carry over unused personal time from one calendar year to the next and such day will be forfeited without compensation if not used.

ARTICLE XII LEAVES OF ABSENCE

Section 1. Sick Leave.

Accrual. A full-time employee shall earn 3.69 hours sick leave on a bi-weekly basis beginning with the first day of employment, up to a maximum of 960 hours. Sick leave shall not accrue during any period of unpaid leave. Upon an employee's retirement from Village employment, the employee shall be paid for any earned, but unused, sick time, up to 320 hours.

Purpose. Sick leave with pay is a privilege to be used for the employee's own non-work related temporary personal disability or personal illness, or as required by the illness or disability of the employee's immediate family (defined as the employee's parents, spouse, children, step-parents and step-children). Sick leave is not a vested right, and shall only be compensated in accordance with the provisions of this Section. An employee may request advance approval from the Chief of Police or the Chief's designee to use sick leave to attend a necessary medical or dental appointment which cannot be scheduled during non-work hours. Taking unjustified sick leave shall be considered for serious disciplinary action, up to and including dismissal.

Use of Accrued Sick Leave. To be eligible for paid sick leave the employee must give as much advance notice as possible, but in no event later than ninety (90) minutes prior to the employee's scheduled start time if he assigned to a day shift, and not less than four (4) hours prior to his starting time if he is assigned to the afternoon or midnight shift. Such notice shall be given by the employee to a non-bargaining unit supervisor.

Medical Verification. As a condition of eligibility for paid sick leave under this Section, the Village may require, at its discretion, any employee to submit a physician's certification of illness (for the employee or the employee's immediate family member, as applicable) whenever the employee has been on sick leave for three (3) or more consecutive work days; has had repeated illnesses of shorter periods; calls in sick on the day of, before or after a holiday, has three (3) or more days of consecutive requested time off; or in such other circumstances as may be deemed appropriate by the Chief of Police or the Chief's designee. The Village also reserves the right, at its discretion, to require an employee utilizing sick leave to submit at any time during such leave to an examination by a doctor designated by the Village, at the Village's expense, for the purpose of determining the employee's fitness for duty.

Section 2. Funeral Leave. All regular full-time employees are entitled to the use of up to three (3) days of Family Death Leave with pay in the event of the death of an immediate family member, defined as:

- (a) An employee's spouse, mother, step-mother, mother-in-law, father, step-father, father-in-law, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, brother, step-brother, brother-in-law, sister, step-sister, sister-in-law.

All regular full-time employees are entitled to the use of one (1) day of Family Death Leave with pay in the event of the death of an extended family member, defined as:

- (a) An employee's grandparent, grandchild, aunt, uncle, nephew or niece.

An employee shall obtain approval from the Department Head prior to the utilization of Family Death Leave. Additional days off may be deducted from sick, compensatory and/or vacation leave.

Section 3. Military Leave. Military leave shall be granted in accordance with applicable law.

Section 4. Leave for National Guard or Reserve Duty. Leave for National Guard or Reserve Duty shall be granted in accordance with applicable law.

Section 5. Discretionary Leave. Upon an employee's written request to the Village Administrator or the Administrator's designee, the Village Administrator may, at the Administrator's sole discretion, approve or deny a special unpaid leave of absence under such terms and conditions as the Village Administrator may specify in the specific instance. During any such approved leave of absence, the employee shall pay 100% of the premium for any kind of continuation of Village provided insurance, and shall not accrue any paid leave of any kind.

Section 6. Administrative Leave. The Village may place an employee on an administrative leave, with pay, pending the outcome of a disciplinary investigation.

Section 7. Jury Leave. Any full-time employee who is required to serve on a jury shall be excused from work without loss of regular straight-time pay for the days or portions thereof on which the employee must be present for such jury service and on which the employee would otherwise have been scheduled to work. The employee shall submit a certificate evidencing that he/she appeared and served as a juror. The employee shall endorse any payment received for the jury duty and tender it to the Village.

Section 8. VESSA Leave. The parties agree that the Village may adopt, alter and enforce policies in accordance with the Victims Economic Security and Safety Act (VESSA).

Section 9. Non-employment Elsewhere. A leave of absence under any provision of this Agreement will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Any employee who engages in such employment elsewhere (including self-employment) while on any leave of absence provided in this Article or Agreement may be immediately terminated by the Village. This Section shall not apply when an employee is on vacation.

ARTICLE XIII **MISCELLANEOUS PROVISIONS**

Section 1. Ratification and Amendment. This Agreement shall become effective when ratified by the Village Board and the bargaining unit membership and signed by authorized representatives thereof and may be amended during its term only with mutual written agreement of the Village and the Chapter.

Section 2. Uniforms. Employees shall continue to receive an annual uniform allowance of Seven Hundred Dollars, payable in two equal installments during each calendar year, at times determined by the Village. In addition, the Village will continue its existing practice of providing body armor, one (1) service weapon, holster(s), magazines and magazine holder(s), pursuant to specifications and at such intervals as may be determined by the Chief of Police or his designee.

Section 3. Training Reimbursement Agreements. Nothing herein shall be construed as a limitation upon the Village's right to require new hires to sign a training reimbursement agreement as a condition of initial hire, and/or to enforce any such agreements.

Section 4. Light Duty. The Village may require light duty for any or all employees who have been temporarily disabled as a result of a Village of Montgomery work-related injury, subject to a physician's approval, and provided the Village determines that such light duty is available and the employee can reasonably be expected to perform his/her full work duties following the expiration of the designated temporary light duty period. For temporary non-work related illnesses/injuries, the employee may request light duty. The physician's approval must detail the employee's capabilities and work restrictions relative to the available light duty assignment.

Section 5. Medical Examination. If, at any time, there is any reasonable question concerning an employee's fitness for duty, or fitness to return to duty following a layoff, or paid or unpaid leave

or absence of more than three (3) days in any twelve-month period, the Village may require, at its expense, that the employee have a physical and/or psychological examination, or undergo a functional capacity test, by a qualified and licensed physician or other medical expert designated by the Village. A drug or alcohol test may be required as part of any medical examination required under this Section. The purpose of such examination or functional capacity test shall be to determine the employee's fitness for duty.

Section 6. Employee Assistance Plan. During the term of this Agreement, the Village will maintain an employee assistant plan (EAP). Eligible employees may seek assistant from the Village's EAP on a confidential basis, and the Village may direct or refer an employee to the EAP.

Section 7. Drug and Alcohol Testing. In an effort to maintain a drug free workplace, and in light of the safety sensitive nature of their duties and responsibilities, any and all employees covered by this Agreement are subject to random drug and alcohol testing up to four (4) times during every twelve-month period. If an employee tests positive for alcohol, cannabis (including marijuana) or cannabinoids, or for the abuse of a prescribed drug in any such random test, the employee shall be given the option, on a one-time basis, of seeking treatment in lieu of discipline through the Village's Employee Assistance Program (EAP) or another mutually agreement drug or alcohol treatment program. If such employee tests positive a second time or fails to follow treatment recommendations, the employee shall be subject to appropriate discipline, up to and including termination.

The Village may require an employee or employees to submit to a urinalysis test, blood test, hair test and/or other appropriate drug or alcohol test when, in the opinion of the Police Chief or his designee, there is sufficient cause for such testing, *i.e.*, reasonable individualized suspicion. Without limiting the foregoing, drug or alcohol testing may also be required at any time when an employee is involved in any work-related incident which has resulted in personal injury or property damage.

At the time of any urinalysis or other test, the employee may request that a blood sample be taken at the same time so that a blood test can be performed if the employee tests positive in the urinalysis or other test. If an employee tests positive in any such test, the test results shall be submitted to the Village for appropriate action.

Prohibition. Use, sale, purchase, delivery or possession of illegal drugs at any time and at any place (on or off the job) while employed by the Village, abuse of prescribed drugs, failure to report to the Police Chief any known adverse side effects of medication or prescription drugs which the employee may taking, consumption or possession of cannabis or cannabinoids or alcohol while on duty, or being under the influence of cannabis or cannabinoids or of alcohol while on duty (which shall be defined as a blood alcohol level of .01% or more), shall be grounds for immediate termination.

Drug and Alcohol Testing Following an Officer Involved Shooting. The Village and 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 Village's policy regarding 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.

2. For the purpose of clarity, the parties agree that a person “involved in” an officer involved shooting is defined to mean any officer who discharged a firearm thereby causing injury or death to a person or persons. If multiple officers discharged their firearm and it is unclear whose bullet struck the person or persons, then all officers who discharged their firearm in the direction of the subject shall be required to submit to drug and alcohol testing.
3. The parties agree that the term “involved in” an officer involved shooting does not include officers who did not discharge their weapon, even if they were providing other forms of support and assistance during the call. Nor does the term “involved in” include officers who discharged their weapons when it is undeniably clear their projectiles did not actually strike any person or persons.
4. The parties agree that the provisions of the applicable Village policy and/or 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 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, unless the officer otherwise consents. This does not limit the Village’s right to obtain test results via other available legal process.

Section 8. Precedence of Agreement. If there is any conflict between the specific provisions of this Agreement and the specific provisions of any Village ordinance, Village Personnel Policies or Police Department Policies, Rules and Regulations which may be in effect from time to time, the specific terms of this Agreement, for its duration, shall take precedence.

Section 9. Application of Agreement to Task Force and Other Special Assignment Employees. Notwithstanding anything to the contrary in this Agreement, officers who are voluntarily assigned to a Multi-Jurisdictional Task Force (“Task Force”) or to any other governmental or inter-governmental agency having and independent law enforcement authority or basis of jurisdiction, and officers assigned to perform law enforcement functions under the partial discretion of another governmental entity shall be subject for the duration of such assignment to the practices, policies, procedures and directives which are generally applicable to officers assigned to that agency or which are applied pursuant to the authority of the other governmental entity, even though such practices, policies, procedures and directive may be inconsistent or in conflict with the provisions of the Agreement. The application of such practices, policies, procedures and directives shall not be subject to the grievance and arbitration procedures of this Agreement. Without in any way limiting the generality of the foregoing, the practices, policies, procedures and directives of the Task Force applicable to hours of work and overtime shall be deemed to supersede inconsistent or contrary provisions of Article IV (Hours of Work and Overtime) of this Agreement.

Section 10. Safety Committee. In order to promote safety the Village will maintain a Police Department Safety Accident Review Committee. The Police Department Safety Accident Review Committee will function as an advisory body. The Committee will consist of the Police Chief and/or his designee, human resources personnel and two bargaining unit employees (as selected by the Chapter). The Committee will, at the direction of the Police Chief, review motor vehicle accidents, equipment damage incidents, and work related injuries for the purposes of determining accountability and avoidance.

Section 11. Family and Medical Leave Act. Leave under the Family and Medical Leave Act of 1993 ("FMLA") shall be in accordance with the Village FMLA policy, as set forth in the Village's Human Resources Manual, as the same may be changed from time to time by the Village for all non-bargaining unit employees. Before changing this policy, however, the Village will, when practical, provide thirty (30) calendar days advance written notice to bargaining unit members and the Chapter.

Section 12. Tuition Reimbursement. Subject to the provisions of this Section, a regular full-time, non-probationary employee may be eligible for participation in the Tuition Reimbursement Program provided that whatever degree or course being sought by the employee is job-related and that the employee has completed one (1) year of continuous full-time service with the Village prior to the start of the course. The term "course", as used herein, pertains to a credit hour course offered by an accredited college or university that is part of an undergraduate or graduate program of study. Initial approval must be obtained from the Police Chief, with final approval required by the Village Administrator. Criteria for Village approval will include the employee's performance record, the need for the training and the requirements and needs of the Village.

The Village shall reimburse for up to two (2) courses per term (*i.e.* quarter or semester), with a maximum of four (4) courses per Village fiscal year, up to a maximum of \$550 for tuition and books per course. Reimbursement will be made upon presentation of an itemized school receipt and an official grade report showing completion of the course with a grade of 'C' or better from undergraduate courses and a grade of 'B' or better in graduate courses. All classes must be approved in advance of the class beginning and if it is a Pass/Fail class (undergraduate course only), it must be approved as such.

The Village shall require all employees approved to participate in the program to agree to an obligation of continued employment for one (1) year after the completion of a course. Voluntary termination of employment prior to six (6) months after completion of a course will require repayment of fifty percent (50%) of the full amount paid to the employee. Voluntary termination of employment between six (6) months and one (1) year after completion of a course will require repayment of twenty-five percent (25%) of the full amount paid to the employee.

The Village's share of the cost for approved tuition reimbursement shall be limited to those programs and courses where other governmental or tax-supported assistance is not available. Examples of such assistance are grants-in-aid, partial scholarships and G.I. tuition benefits.

The schedule of courses selected must not interfere with the employee's normally assigned working hours. Time off with pay will not be allowed for an employee to attend courses in connection with the Tuition Reimbursement Program. Nor meal or transportation allowance shall be given.

Participation in the Tuition Reimbursement Program shall require the following:

- (a) Employee must have completed one (1) full year of continuous full-time services with the Village prior to the start of the course.
- (b) The employee must go to the supervisor in advance of the budget preparation process to request the funds be included in the budget of the following fiscal year.
- (c) Employee shall submit a completed application form prior to enrollment in the course to the Police Chief. (Form can be obtained from the Village's Human Resources Office.)
- (d) If approved, the Police Chief shall forward the request to the Village Administrator for final approval or denial.
- (e) Notice of final approval shall be sent to the employee and the Police Chief with a copy to the Village Administrator. Provided an application is submitted sufficiently in advance, the Village will make every effort to advise the employee as to whether the application is approved or denied prior to the start of the course.
- (f) Upon completion of the course, the employee will submit a copy of the itemized school receive, the official grade report and a claim voucher to the Police Chief. This is to be signed and forwarded to the Village Administrator.
- (g) After review and approval by the Village Administrator, vouchers will be forwarded to the Finance Department and reimbursement will be made to the employee within approximately thirty (30) days.

Section 13. *[Blank]*

Section 14. Impasse Resolution. The resolution of any bargaining impasse in connection with negotiations for a successor collective bargaining agreement shall be in accordance with the provisions of Section 14 of the Illinois Public Labor Relations Act, as amended (5 ILCS 315/14).

Section 15. Removal of Discipline. Upon an employee's written request to the Chief of Police or designee, a coaching/counseling notice received by an employee will be removed from an employee's personnel file if there has been no further like discipline issued to the employee within twelve (12) months of receipt of the coaching/counseling.

ARTICLE XIV **BOARD OF FIRE AND POLICE COMMISSIONERS**

Except as provided in this Agreement, the parties recognize that the Village Board of Fire and Police Commissioners 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. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Board of Fire and Police Commissioners of the Village of Montgomery.

ARTICLE XV **EMPLOYEE RIGHTS**

Section 1. Right of Representation.

- (a) Before conducting an investigatory interview which may reasonably be expected to result in disciplinary action against the employee being questioned, that employee may request that a Chapter representative be present. It is recognized that an employee may not insist that a particular representative be present.
- (b) If the employee requests a Chapter representative, the Village shall either suspend the investigatory interview until a Chapter representative can be present or advise the employee that it will not proceed with the interview unless the employee is willing to enter the interview unaccompanied by a representative (in which case the Village may act on the basis of information obtained from other sources.)
- (c) It is not the intent of the parties to convert investigatory interviews into adversarial proceedings. The role of the Chapter representative is to act as a silent witness for the employee only. The Village retains the right to insist on hearing the employee's own account of the matter under investigation uninterrupted by the Chapter representative.
- (d) This Section does not apply to such run-of-the-mill conversations as, for example, the giving of instructions, training, employee evaluations or needed corrections of work techniques. Nor does this Section apply to meetings at which discipline is simply administered.

Section 2. Personnel Records. An employee shall be provided with access to his or her personnel record in accordance with the Illinois Personnel Record Review Act, as amended 820 ILCS 40/0.01.

ARTICLE XVI **OUTSIDE EMPLOYMENT**

Any police officer seeking to engage in outside or secondary employment shall make written application to the Chief of Police 'Request for Outside Employment' form. Such requests may not exceed twenty-four (24) hours of part-time employment per week, and must be in conformity with Police Department rules and regulations, and provided that outside employment worked during vacation periods will not be counted towards the 24 hour limitation. In addition, any such outside employment must not create a conflict of interest; bring the Village into disrepute; result in working outside working during an employee's work shift; involve the use of Village equipment, supplies or facilities; or adversely impact the employee's ability to do the job for the Village.

The Police Chief, after reviewing the request, shall notify the employee of the decision and forward a copy of the request to the Village Administrator indicating whether the request was approved or denied.

The Police Chief may, at any time, require verification that an employee is complying with the maximum number of hours allowed per week. Any violations shall result in the immediate loss of permission for part-time employment and be cause for disciplinary action.

If injury occurs at the second job, the Village shall not be responsible for any liability (workers comp or otherwise), or shall paid sick leave be used.

ARTICLE XVII **DEPARTMENT RULES**

Employees shall be required to comply with all rules and regulations, policies and procedures of the Village and/or the Police Department, provided such are not in direct conflict with the terms of this Agreement. In the event there is a dispute as to whether a rule, regulation, policy or procedure is in conflict with the terms of this Agreement, it is agreed that the employees will comply with the rule, regulation, policy or procedure when so ordered by supervisor and any dispute over the matter will be resolved through the grievance procedure.

ARTICLE XVIII **SAVINGS CLAUSE**

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision or subsequent litigation, and the remaining parts or portions of this Agreement shall remain in full force and effect. In such event, the parties shall, upon request of either party, commence good faith bargaining over possible replacement language for the invalidated Article, Section or portion of this Agreement.

ARTICLE XIX

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 this term.

The Village and the Chapter, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the Village's exercise of its rights set forth herein on wages, hours or terms and conditions of employment. In so agreeing, the parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE XX

DURATION AND TERM OF AGREEMENT

Section 1. Termination in 2025. This Agreement shall be effective at the time of its execution, and shall remain in full force and effect until midnight April 30, 2025. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty days prior to the anniversary date. In the event that either party desires to terminate this Agreement, written notice must be given to the other party no later than ten (10) days prior to the desired termination date, which shall not be before the anniversary date.

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

VILLAGE OF MONTGOMERY ILLINOIS

By: Leeqo

5-6-20

Date

METROPOLITAN ALLIANCE OF POLICE

MONTGOMERY POLICE CHAPTER #333

By: K. G.

Keith George, Pres. Metropolitan Alliance of Police

By: Daniel Puskaric

Daniel Puskaric, Chapter Rep. #333

4/6/20

Date

APPENDIX A

CANINE OFFICER AGREEMENT

The canine officer shall perform the following duties relative to his/her assigned canine during the course of his/her duty shift:

Exercise
Grooming
Feeding (one meal)
Training
Veterinarian routine checkups and shots
Procuring food and supplies

The officer shall be allowed four (4) hours off per week, with pay, for the following at-home outside work activities with his/her assigned canine:

1. Cleaning the canine's kennel or other place where the canine is kept and cleaning up after the canine.
2. Feeding (one meal on on-duty days – 2 meals on off-duty days)
3. Exercise on off-duty days
4. Emergency trips to veterinarian

If the off-duty at-home canine care activities exceed the four (4) hours per week allowance for any week, the officer shall submit a daily log identifying the activities engaged in, the times at which they took place and the duration of the activities to his/her supervisor by the end of the shift immediately following the week.

Officer

Date

Chief of Police

Date

APPENDIX B

WAGE SCALE

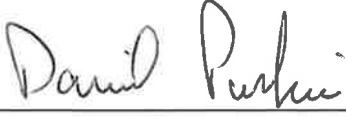
Effective Date	Entry/Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 5 Years	After 6 Years	After 7 Years
Current	28.93 per hour	30.22 per hour	31.59 per hour	33.01 per hour	34.50 per hour	36.05 per hour	38.21 per hour	40.50 per hour
	60,174.40	62,857.60	65,707.20	68,660.80	71,760.00	74,984.00	79,476.80	84,240.00
Effective 5/1/20	29.65 per hour	30.98 per hour	32.38 per hour	33.84 per hour	35.36 per hour	36.95 per hour	39.17 per hour	41.51 per hour
2.50%	61,672.00	64,438.40	67,350.40	70,387.20	73,548.80	76,856.00	81,473.60	86,340.80
Effective 5/1/21	30.39 per hour	31.75 per hour	33.19 per hour	34.69 per hour	36.24 per hour	37.87 per hour	40.15 per hour	42.55 per hour
2.50%	63,211.20	66,040.00	69,035.20	72,155.20	75,379.20	78,769.60	83,512.00	88,504.00
Effective 5/1/22	31.15 per hour	32.54 per hour	34.02 per hour	35.56 per hour	37.15 per hour	38.82 per hour	41.15 per hour	43.61 per hour
2.50%	64,792.00	67,683.20	70,761.60	73,964.80	77,272.00	80,745.60	85,592.00	90,708.80
Effective 5/1/23	31.93 per hour	33.35 per hour	34.87 per hour	36.45 per hour	38.08 per hour	39.79 per hour	42.18 per hour	44.70 per hour
2.50%	66,414.40	69,368.00	72,529.60	75,816.00	79,206.40	82,763.20	87,734.40	92,976.00
Effective 5/1/24	32.89 per hour	34.35 per hour	35.92 per hour	37.54 per hour	39.22 per hour	40.98 per hour	43.45 per hour	46.04 per hour
3.00%	68,411.20	71,448.00	74,713.60	78,083.20	81,577.60	85,238.40	90,376.00	95,763.20

SIDE LETTER

This is a side letter to the 2013-2016 collective bargaining agreement between the Village of Montgomery (hereinafter referred to as the "Village" or the "Employer") and the Metropolitan Alliance of Police, Montgomery Chapter 333 (hereinafter referred to as the "Chapter"). The parties hereby agree as follows:

1. Assignment of OIC duties is subject to Article IX, Section 4 of the Agreement.
2. Patrol officers must meet certain eligibility criteria for OIC assignments. Criteria for eligibility includes all of the following:
 - a. Officers must request the OIC assignment in writing;
 - b. Officers must have (5) years of cumulative police experience (subject to the limited expectations stated below);
 - c. Officers must have completed OIC formal training; and
 - d. Other additional factors as mutually agreed to.
3. If a shift has no officer working with the five (5) years of cumulative police experience, but meets the other eligibility requirements, then the OIC shall be the most senior member working that shift.
4. An officer's shift will not be changed in any manner to fill an OIC position.
5. Eligible officers shall be given a reasonable opportunity to complete all eligibility requirements at the expense of the Village.
6. The OIC shall be designated before the start of each shift or during roll call.
7. An OIC eligibility roster will be developed and OIC assignments will be rotated.
8. This Side Letter of Agreement shall be subject to the grievance procedure described in the collective bargaining agreement.

AGREED:



Chapter



Village

CONTRACTUAL MEMORANDUM OF UNDERSTANDING & AGREEMENT BETWEEN
METROPOLITAN ALLIANCE OF POLICE CHAPTER #333 AND THE VILLAGE OF
MONTGOMERY

This memorandum of understanding is hereby made and entered into by and between the Metropolitan Alliance of Police Chapter #333 (hereinafter the Union) and the Village of Montgomery (hereinafter the Employer).

The Memorandum's purpose is to clarify and change the current contract language. The parties are currently bound by the Collective Bargaining Agreement (CBA) from May 1st, 2020, through April 30th, 2025. The parties have agreed to modifications and clarifications to certain provisions of the existing collective bargaining agreement and, by the adoption and ratification of this Contractual Memorandum of Understanding, are hereby permanently modifying those CBA provisions. Therefore, it is mutually understood and agreed by and between the parties that portions of the current CBA are amended as follows:

Article IX Section 1; Appendix B

The parties agree that effective December 1, 2022, the wage scale in Appendix B of the CBA between the parties shall be adjusted to reflect a 7% wage increase. The new wage scale is attached to this MOU as the new and updated Appendix B.

This Memorandum of Understanding will take effect upon the signature of the Union and the Employer. It shall become part of the Collective Bargaining Agreement between the Union and the Employer and fully enforceable and a grievable provision of the Collective Bargaining Agreement. The parties acknowledge that this Memorandum of Understanding shall not be precedential or create a past practice by the Village or the Union.

The undersigned individuals have the authority to bind the respective parties to the above terms.



Dan Puskaric, President MAP #333

Date: 11/28/22



Phillip J. Smith, Chief Vg. Of Montgomery

Date: 11/28/22

Appendix B

Wage Scale

Effective Date	Entry/Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 5 Years	After 6 Years	After 7 Years
Current	28.93 per hour 60,174.40	30.22 per hour 62,857.60	31.59 per hour 65,707.20	33.01 per hour 68,660.80	34.50 per hour 71,760.00	36.05 per hour 74,984.00	38.21 per hour 79,476.80	40.50 per hour 84,240.00
Effective 5/1/20 2.50%	29.65 per hour 61,672.00	30.98 per hour 64,438.40	32.38 per hour 67,350.40	33.84 per hour 70,387.20	35.36 per hour 73,548.80	36.95 per hour 76,856.00	39.17 per hour 81,473.60	41.51 per hour 86,340.80
Effective 5/1/21 2.50%	30.39 per hour 63,211.20	31.75 per hour 66,040.00	33.19 per hour 69,035.20	34.69 per hour 72,155.20	36.24 per hour 75,379.20	37.87 per hour 78,769.60	40.15 per hour 83,512.00	42.55 per hour 88,504.00
Effective 5/1/22 2.50%	31.15 per hour 64,792.00	32.54 per hour 67,683.20	34.02 per hour 70,761.60	35.56 per hour 73,964.80	37.15 per hour 77,272.00	38.82 per hour 80,745.60	41.15 per hour 85,592.00	43.61 per hour 90,708.80
Effective 12/1/22 7.00%	33.33 per hour 69,326.40	34.82 per hour 72,425.60	36.40 per hour 75,712.00	38.05 per hour 79,144.00	39.75 per hour 82,680.00	41.54 per hour 86,403.20	44.03 per hour 91,582.40	46.66 per hour 97,052.80
Effective 5/1/23 2.50%	34.16 per hour 71,052.80	35.69 per hour 74,235.20	37.31 per hour 77,604.80	39.00 per hour 81,120.00	40.74 per hour 84,739.20	42.58 per hour 88,566.40	45.13 per hour 93,870.40	47.83 per hour 99,486.40
Effective 5/1/24 3.00%	35.18 per hour 73,174.40	36.76 per hour 76,460.80	38.43 per hour 79,934.40	40.17 per hour 83,553.60	41.96 per hour 87,276.80	43.86 per hour 91,228.80	46.48 per hour 96,678.40	49.26 per hour 102,460.80