

AGREEMENT

BETWEEN

THE VILLAGE OF LAKE IN THE HILLS, ILLINOIS

and

METROPOLITAN ALLIANCE OF POLICE
LAKE IN THE HILLS POLICE
CHAPTER#90

May 1, 2024 - April 30, 2027

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PREAMBLE

THIS AGREEMENT is entered into by the Village of Lake in the Hills ("the Village") and the Metropolitan Alliance of Police Lake in the Hills Police Chapter #90 ("the Chapter" or "the Union") this 9th day of January, 2025, and has as its purpose the promotion of harmonious relations between the parties, the establishment of an orderly procedure for resolving differences arising out of the employment relationship and the establishment of rates of pay, hours of work, and other conditions of employment for employees of the Village in the unit described in Article I hereof.

ARTICLE I RECOGNITION

Section 1.1. Recognition of Bargaining Agency.

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

All "full-time sworn peace officers below the rank of sergeant" employed by the Village of Lake in the Hills, excluding "sergeants and above, all supervisors, confidential, managerial employees and all other employees of the Village of Lake in the Hills."

Unless the context indicates otherwise, the terms "employee" and "officer" as used herein, shall refer exclusively to members of the above-described unit.

Section 1.2. Gender

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

Section 1.3 Labor-Management Meetings

The Chapter and the Employer agree that, in the interest of efficient management and harmonious employee relations, meetings will be held if mutually agreed between no more than two (2) Chapter representatives and responsible administrative representatives of the Employer. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management conference" and expressly providing the specific agenda for such conference. Such conferences, times and locations, if mutually agreed upon, shall be limited to:

- a. discussion on the implementation and general administration of this agreement;
- b. a sharing of general information of interest to the parties; and
- c. safety issues.

It is expressly understood and agreed that such conferences shall be exclusive of the grievance procedure. Specific 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 conferences.

Attendance at labor-management conferences shall be voluntary on the employee's part. Attendance at such conferences shall not interfere with required duty time and attendance, if during duty time, is permitted only upon prior approval of the Chief of Police or his designee. The Chief of Police or his designee in his sole discretion shall determine its representatives at such meetings.

Section 1.4 Chapter Bulletin Board

The Village will make bulletin board space available for posting of Chapter announcements and other items of legitimate Chapter business, seniority roster, education opportunities announcements and notice of extra duty opportunities that are non-inflammatory in nature and are approved by the Chief of Police, or if the Chief of Police is not available, by a shift commander on duty. Approval for posting shall not be unreasonably withheld.

Section 1.5 Representation Time

An employee who in a representative capacity during his scheduled working hours attends a meeting between the Chapter and the Village for the purposes(s) of adjustments of grievances, or transmittal of notices shall not suffer a loss in pay because of such attendance, provided that the Village must have agreed to hold the meeting at such time. There shall be no claim under this provision for pay for any other than in relation to the regularly scheduled hour(s) of the employee claiming such pay. The Chapter recognizes the essential need to minimize lost work time and to avoid interference with the work of the Department. For purposes of this section, representative capacity shall be limited to an employee who is representing the bargaining unit, or a member thereof, as part of the grievance procedure, or as part of the formal disciplinary procedure involving another officer. Any employee opting to have an attorney represent him during the disciplinary procedure shall not be entitled to additional representation by a fellow chapter member.

ARTICLE II MANAGEMENT RIGHTS

Section 2.1 Management Rights

Except as specifically limited by the express provisions of this Agreement, the Village retains all legal rights to manage and direct the affairs of the Village in all its various aspects, and to manage and direct its employees. It is the employer's right to hire, demote, suspend or discharge pursuant to the Illinois Municipal Code, Board of Fire and Police Commissioners 65 ILCS 5/10- 2.1-1 et seq.; layoff, promote, assign or transfer employees to any job or any work, anytime or anywhere; to increase or decrease the work force; to determine the number and size of the work shifts; to determine the hours of work per day or week; to make work rules for the purpose of efficiency, safe practice and discipline; to establish performance standards; to determine equipment to be used; to make technological changes; to determine the number and location of its operations; to move, close or liquidate its operations in whole or in part; to separate or reassign its employees in connection with said moving, closing or liquidating; the right to transfer; to subcontract work; to determine duties and productions standards; to combine jobs, to eliminate classifications or work; to require overtime work; and to fill new jobs and set a wage rate subject to negotiations over such wage rate.

The rights and powers of management mentioned in this Agreement do not list or limit all such powers, and the rights listed together with all other rights, powers and prerogatives of management, not specifically ceded in this Agreement remain vested exclusively in management.

The exercise by management of, or its waiver of, or its failure to exercise its full right of management or decision on any matter or occasion, shall not be binding on management, and shall not be the subject or basis of any grievance.

In the event of a civil emergency, which may include but are not limited to, riots, civil disorders, tornado conditions, floods or other catastrophes, as may be declared by the Village President or Chief of Police, or their authorized designees, the provisions of this Agreement, other than compensation provisions, may be suspended by the Chief of Police, if necessary, provided that all provisions of this Agreement shall be immediately reinstated once the civil emergency condition ceases to exist.

ARTICLE III

DISCIPLINE AND DISMISSAL

Section 3.1, Personnel Files and Notice of Disciplinary Action

There shall be one official disciplinary file maintained in relation to each person employed by the Police Department. All information contained in an employee's disciplinary file shall be treated as confidential by the Village. The Village may make such other and additional files as it may deem appropriate, provided only that each person shall have the right of inspection as provided hereinafter. All employment related files shall be identified in the certain written documents provided in the various Police Department work rules, regulations and policies. The disciplinary file shall include, (by way of illustration and not limitation), written evaluations, letters, memorandum, reports and other materials bearing on the quality of the employee's professional service and any disciplinary measures taken in relation to said employee's employment.

An employee may inspect the contents of any and all employment related files at reasonable times with prior notice to the Chief of Police. The person shall examine all employment related files and only in the presence of the Chief of Police or in the presence of the Chiefs designee. To the extent required by law, employees shall receive copies of those materials placed in their employment files. Any record of discipline short of suspension placed in an employee's file shall not be considered for purposes of progressive discipline after one (1) year has expired from the date of said discipline. The parties recognize that circumstances may arise in which the Chief of Police may issue discipline, up to and including recommendations for discharge, without regard to the principle of progressive discipline.

Section 3.2, Procedures of Discipline

If the Village has reason to discipline an employee, it will take into consideration methods to do so which would not unduly embarrass the employee.

Section 3.3 Jurisdiction of the Police Commission

Disciplinary action, up to and including termination, is subject to the grievance procedure stated in this Agreement, regardless of other provisions of statute or ordinance.

Section 3.4. Written Reprimand

In cases of written reprimand, notation of such reprimand shall become part of the employee's personnel file and a copy given to the employee.

Section 3.5 Suspension with Pay

Any officer placed on administrative leave while under an internal or criminal misdemeanor investigation or placed on leave for a fitness for duty test, shall not be entitled to full pay and benefits while awaiting the outcome of these proceedings (i.e., charges are filed, fitness for duty test is complete).

Section 3.6. Personnel File

The Village agrees to abide by the lawful requirements of the "Access to Personnel Records Acts," Illinois Compiled Statutes.

Section 3.7. Investigation of Officers

The Village agrees to abide by the lawful requirements of the Illinois Compiled Statutes as they relate to the investigation of police officers, specifically but not limited to, the Uniform Peace Officers Disciplinary Act. **(See Appendix C)**

The Village agrees to periodically inform any officer covered by this Agreement of the ongoing status of any investigation concerning the affected officer pursuant to this Article. Such information shall be provided to the officer thirty (30) days following the date of any formal interrogation/interview, and shall be provided each thirty (30) days thereafter. This section does not limit or interfere with the authority of the Chief of Police to discipline police officers covered by this Agreement.

If not on duty, the affected officer shall be compensated for time spent during the interrogation/interview at the affected officer's applicable straight or overtime rate of pay.

ARTICLE IV

UNION SECURITY

Section 4.1

Upon receipt of proper written authorization from a police officer, the Employer shall deduct each month's Chapter dues in the amount certified by the Treasurer of the Chapter from the pay of all officers covered by this Agreement who, in writing, authorize such deductions. Such money shall be submitted to the Metropolitan Alliance of Police within fifteen (15) days after the deductions have been made.

Section 4.2. Indemnification

The Metropolitan Alliance of Police shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and officers 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 village for the purpose of complying with the provisions of this Article, or in reliance on any written check off authorization furnished under any of such provisions, provided that the Village does not initiate or prosecute such action.

Section 4.3. Dues Check off

All members covered by this Agreement shall tender their membership dues to the Union by signing the authorization cards (providing payroll deduction of Union dues) provided by the Union;

The employer agrees to deduct Union membership dues in accordance with the amount certified by the Union to the employer from the pay of all officers who have executed such authorization for payroll deduction of Union dues and maintain such deductions in accordance with the terms and conditions set forth by Agreement with the Union. The Union shall hold the employer harmless against any and all suits, claims, demands and liabilities arising out of any action of the employer in connection with payroll deductions of Union and/or other deductions (made pursuant to this Article).

Payroll deductions of Union dues shall become effective upon the date that the appropriate form designates or, if none, upon the date of its signing by the affected officer. Pay deductions shall commence beginning with the next two (2) payroll periods. The aggregate totals of all dues (deducted) shall be remitted separately each month to the Union at its address as supplied to the Village Clerk of the Village of Lake in the Hills.

ARTICLE V

SENIORITY

Section 5.1 Layoff and Recall

All layoffs will be determined on a seniority basis. Those police officers with the lowest amount of seniority may be temporarily laid-off in the event that the Employer deems it necessary.

When the force of the Police Department is reduced, the officer or member reduced in rank or removed from service of the Police Department shall have rights of reinstatement as provided for in the Illinois Compiled Statutes. Upon determination that a vacancy exists and there are police officers who have been furloughed due to a reduction-in-force, the police officers on furlough shall be recalled to fill such position and seniority will prevail in determining which furloughed Officer shall have the right to be re-employed if the Police Officer is otherwise qualified.

Section 5.2 Definition of Seniority

Seniority shall be determined as the police officer's length of service as a police officer in the Department. Time spent in the armed forces, on military leaves of absence, and authorized leaves not to exceed one year, and time lost due to duty related disability shall be included.

Section 5.3 Seniority Lists

A current up to date seniority list showing the names and length of service of each police officer shall be provided and posted by the Employer on January 1st, April 1st, July 1st, and October 1st of each year on a designated Bulletin Board provided by the Village.

Section 5.4 Purpose of Seniority

Employees shall be allowed preference according to seniority on all sections specifically designating seniority as an accounting procedure.

Section 5.5 Termination of Seniority

A police officer shall not accumulate seniority rights upon separation from services due to dismissal, suspension time *in* excess of 15 continuous days, layoff or retirement. Full seniority rights shall be reinstated under the following conditions:

1. A police officer retires due to disability and is later certified by the Police Pension Board to be capable of resuming his duties and is returned to work by the Chief of Police.
2. A police officer is dismissed and later reinstated by a court of competent jurisdiction.
3. A police officer is separated due to layoff or reduction-in-force and is later reinstated under the conditions provided for in the Illinois State Statutes.

ARTICLE VI GRIEVANCE PROCEDURE

Section 6.1. Definition of Grievance

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purposes of this Agreement, a grievance is any dispute or difference of opinion raised by an employee against the employer involving the meaning, interpretation, or application of the provisions of this Agreement. The Village shall not be required to pay any officer's wages for grievance related work, unless the officer is the grievant and is required by the Chief of Police or his designee to be present on the officer's on-duty time, in which case the officer shall receive his regular rate of pay for all time spent. The Chapter may appoint an officer, who may attend grievance meetings scheduled pursuant to Steps One, Two and Three.

The Chapter shall notify the Chief of Police in writing of the name of the officer designated to do so, provided, that the Village shall not be required to recognize an Officer who has not completed his probation and/or suspension.

Section 6.2. Grievance Procedure

Recognizing that grievances should be raised and settled promptly, a grievance must be raised within five (5) working days after the occurrence of the event or the officer becoming aware of the event giving rise to the grievance in accord with the following procedure:

STEP ONE: Immediate Supervisor. By written notification from the officer to his immediate supervisor: Said grievance to set forth the event giving rise to grievance, the contract provision(s) involved, and the name of the involved officer. The immediate supervisor shall answer the grievance in five (5) working days after hearing of the grievance and shall, if requested by the Chapter or the officer, meet to discuss the grievance prior to answering it.

STEP TWO: Appeal to Deputy Chief of Support Services. If the grievance is not settled in Step One, or, if a reply is not given within the time provided therefore and the officer decides to appeal, the officer shall, within five (5) working days from receipt of the Step One reply, appeal in writing, to the Deputy Chief of Support Services. The officer, the Chapter representative and the Deputy Chief of Support Services, will discuss the grievance at a mutually agreeable time. If no Agreement is reached in such discussion, the Deputy Chief of Support Services will give his reply, in writing, within five (5) working days of the conclusion of the discussion.

STEP THREE: Appeal to Chief of Police. If the grievance is not settled in Step Two and the officer decides to appeal further, said officer shall, within five (5) working days after receipt of the response of the Deputy Chief of Support Services (in Step Two), or, after the expiration of time therefore, file a written appeal to the Chief of Police. In response to such notice, the Chief of Police shall meet with the officer and the Chapter representative. Such meeting shall be held at a mutually agreeable time for the purposes of hearing the officer's appeal. If no settlement is reached at this meeting, the Chief of Police, or his/her designee shall give his/her reply in writing within five (5) working days of the meeting.

STEP FOUR: Binding Arbitration. If the grievance is not settled in accordance with the foregoing procedure, the Chapter may refer the grievance to Binding Arbitration by giving written notice to the Chief of Police, within twenty-one (21) working days after receipt of the Chiefs reply (in Step Three). In the event the parties are unable to agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Upon receipt of the panel, the parties shall strike names alternately until only one name remains. The person whose name remains shall become the arbitrator, provided, that either party, before striking any names, shall have the right to reject one panel of arbitrators. The arbitrator shall be notified of his selection by a joint letter from the Village and the Chapter. In addition to providing notice of his appointment, such letter shall request that he set a time and a place for the hearing, subject to the availability of the Village and Chapter representative. The arbitrator shall not (in his decision or award), amend, modify, nullify, ignore, add to, or subtract from any provision of this Agreement. He shall consider and decide only the specific issue submitted to him. His binding recommendation shall be binding and shall be based solely upon and interpretation of the meaning, or application, of the terms of this Agreement. In the event that the arbitrator finds that alleged grievance does not involve an interpretation or application of this Agreement, he shall remand the matter to the parties without comment. The decision of the arbitrator shall be final and binding on the parties. The costs of the arbitration, including the fee and expenses of the arbitrator shall be divided equally between the Village and the Chapter.

Section 6.3. Time Limits

No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 6.2. If a grievance is not appealed within the time limits governing appeal it shall be deemed settled on the basis of the last reply of the Village, unless the Parties have mutually agreed in writing to extend a relevant time limit. If the Village fails to provide a reply within the time limits so provided, the Chapter may immediately appeal to the next Step.

Section 6.4. Investigation and Discussion

All grievance discussions and investigations shall take place in a manner which does not interfere with the orderly operation of the Village's Department of Police or other Village operations.

Section 6.5. Disciplinary Grievances/Limitations

All grievances over discipline of non-probationary officers, including oral and written reprimands, suspensions, and/or termination shall be subject to the following additional requirements, which shall supersede the other provisions of the Agreement to the extent there is a conflict:

1. Oral and Written Reprimands: oral and written reprimands shall not be subject to the grievance procedure.
2. Suspensions Up to 16 Hours: a disciplinary suspension of 16 unpaid hours or less may not be advanced beyond Step 3 of the Grievance Procedure unless it is a subsequent suspension issued within a rolling 12 months of a prior issued suspension.
3. Suspensions and Termination: the Chief of Police is authorized to issue discipline in the form of suspensions and terminations of officers in the bargaining unit, regardless of other statutes, ordinances, or regulations pertaining to the Board of Police Commissioners. Except where a suspension is not appealable, as described in subsection 2, above, an officer subject to a disciplinary suspension or termination decision may choose to appeal the decision of the Chief of Police to either the Board of Police Commissioners or to arbitration. Such an appeal must be made in writing to the Chief of Police within 5 working days following the issuance of the underlying discipline and must include whether

the appeal is being made to the Board of Police Commissioners or arbitration.

- a. If arbitration is selected, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Upon receipt of the panel, the parties shall strike names alternately until only one name remains. The person whose name remains shall become the arbitrator, provided, that either party, before striking any names, shall have the right to reject one panel of arbitrators. The arbitrator shall not (in his decision or award), amend, modify, nullify, ignore, add to, or subtract from any provision of this Agreement. He shall consider and decide only the specific issue submitted to him. His binding recommendation shall be binding and shall be based solely upon and interpretation of the meaning, or application, of the terms of this Agreement. The decision of the arbitrator shall be final and binding on the parties.
 - b. If the Board of Police Commissioners is selected, the provisions of the Lake in the Hills Municipal Code, Subsections 4.09(P)(5)-(6), shall generally apply for the scheduling and conduct of the appeal hearing, without regard for the other provisions of Section 4.09, specifically noting that formal charges are inapplicable to the appeal process.
 - c. Regardless of whether the appeal is submitted to arbitration or the Board of Police Commissioners, the costs of the arbitration, including the expenses of the hearing shall be divided equally between the Village and the Chapter, with each party to pay its own direct legal expenses. The Village shall bear the burden of proof that there was a violation to support the discipline issued, and the Chapter shall bear the burden of proof that the level of discipline issued was not appropriate where a violation is established.
4. Non-Disciplinary Termination: Nothing herein is intended to, nor shall it, address situations where an officer is terminated for a non-disciplinary reason, such as a physical or mental inability to perform the essential functions of the position, with or without a reasonable accommodation, and the Village's regular procedures for bringing charges before the Board of Police Commissioners would apply, as provided in the Lake in the Hills Municipal Code, for non-probationary officers. Probationary officers have no right to grieve discipline pursuant to this Agreement.

The parties agree that the provisions of this Section 6.5 and all other provisions of the Agreement pertaining to procedures and jurisdiction of discipline are in effect for the duration of this Agreement only, set to expire on April 30, 2027, and that, unless otherwise agreed by the parties in subsequent negotiations, the status quo language of Section 6.5 shall be:

Section 6.5. Suspension or Termination

It is understood that matters involving suspension or termination are subject to the jurisdiction of the Chief of Police and the Lake in the Hills Police Commission and are not subject to this grievance procedure.

ARTICLE VII HOURS OF WORK: OVERTIME

Section 7.1. No Guarantee

Nothing in this Agreement shall be construed as a guarantee of a maximum or minimum daily or weekly work schedule.

Section 7.2. Hours of Work

The Parties agree that hours of work shall comply, in all respects where possible, with the Fair Labor Standards Act (hereinafter referred to as the "Act") as said Act presently applies to the Village of Lake in the Hills and the Village's past practices governing hourly officers.

The average total number of regular hours in a 14-day pay period will be 80 hours. The normal workday may be based on an 8.5, 10-hour or 12-hour work schedule.

Nothing in providing these shifts schedules as stated in the above sentence shall be considered a past practice or shall otherwise abrogate what is the management right for the Chief of Police to set the hours of work. If operationally feasible, the Chief of Police shall provide six months' notice prior to implementing changes to the normal workday, noting, however, without limitation, that a change in workday based on assignments can be made at any time.

A. 12-Hour Shift Schedule:

1. Officers assigned to a 12-hour shift will work a shift of hours recommended by staff assigned to the patrol division, subject to approval by the Chief of Police. The Chief of Police will maintain management rights to set the hours of work.
 - a. 12 hours will be paid with three 15 minute breaks and one paid 30 minute lunch.
 - b. The four hours which would normally exceed 80 hours in the two week pay period due to working the 12-Hour Shift will be schedule adjusted, where possible, or if not possible then the officer would be paid out the time over 80 hours as overtime.
 - c. Should an officer's meal be interrupted based on an emergency or other official work assignment, that officer shall be entitled to repeat his/her break if possible. No overtime will be paid for missed lunch breaks that could not be rescheduled during the shift.
2. Rotation would generally alternate for officers on a two week cycle as follows:
 - a. One week would have the officer working the 12-hour shift beginning on Monday, Tuesday, Friday, Saturday, and Sunday, with no work on Wednesday or Thursday.
 - b. The other week would have the officer working the 12-hour shift beginning on Wednesday and Thursday, with no work on Monday, Tuesday, Friday, Saturday, or Sunday.
 - c. Officers who work a patrol overtime or patrol call back shift will not be forced to work a second overtime or call back shift during the same consecutive block of regularly scheduled days off ("day off block"), but may voluntarily select to work a second overtime shift or call back shift during the same day off block. For example, an officer with the least seniority on their day off block who worked a patrol overtime or a patrol call back shift on Friday, would not be forced to work a second day, Saturday or Sunday, during their day off block. In such event, the forced work shift, as described

in subparagraph (d), below, would move to the next officer with the least seniority. Other assignments, such as special traffic unit assignments, non-patrol assignments, and special event assignments do not apply in this section.

- d. Officers will be called in seniority order from the most to least to volunteer for the call back shift, excluding all Officers who have not had at least twelve (12) hours off immediately prior to the shift vacancy. If no Officer should volunteer for the call back shift, the Sergeants on their days off will be called in seniority order from most to least to accept the call back shift. If no Sergeant should accept the call back shift, the detectives will be called in seniority order from most to least to accept the call back shift. If no detective accepts the call back shift, the officer with the least amount of seniority who has had a minimum of twelve (12) hours off after their last work shift will be mandated to work, provided that they have not had a prior mandate as noted in section 2 (c). Nothing in this paragraph changes the limitation on callback shifts otherwise contained in this Section. Nonetheless, situations may arise where an Officer may be called back if there are not enough available Officers to cover minimum staffing requirements.
 - An Officer who does not answer the phone for a voluntary callback will be passed on the list and may not bump a less senior Officer, who has already volunteered for the assignment, by returning the call later.

- d. Limitation on Call Back Shifts: Officers may not generally work more than seven (7) consecutive days on patrol duty, unless required to maintain minimum staffing requirements. Other assignments, such as special traffic unit assignments, non-patrol assignments, and special event assignments are not restricted.

- 3. Vacation Scheduling: In addition to the provisions of Article IX, Vacations, and other applicable policy, vacations will be selected, during the annual scheduling process, in 7 day blocks. For example, an officer who would be regularly scheduled off Wednesday and Thursday, due to the rotation, could take Monday, Tuesday, Friday, Saturday, and Sunday off (60 total vacation hours), or if the regular schedule would only have the officer working Wednesday and Thursday, the officer could take the Wednesday and Thursday off (24 total hours). An officer need not schedule all working days off in the week, and an officer may begin the 7 day block on any day in a week. Regardless of when vacation days are taken, each day taken off will be counted as 12 vacation hours.
- 4. Holiday Benefit Time: Will be paid as it is now at 8.0 hours as outlined in Section 10.1. Officers working on an enumerated holiday will be compensated as outlined in Section 10.2.

B. 8.5-Hour Shift Schedule:

Officers not assigned to the 12-hour work schedule will be assigned to a 10-hour or an 8.5-hour work schedule as follows. The Chief of Police will maintain management rights to set the hours of work.

- a. The shift will consist of 8.5 hours with two paid 15 minutes breaks and one unpaid 30-minute lunch.
- b. Officers assigned to the 8.5 hour shift schedule will work shift hours recommended by staff assigned to the position and approved by the Chief of Police. The Chief of Police will maintain management rights to set the hours of

work.

- c. Should an officer's meal be interrupted based on an emergency or other official work assignment, that officer shall be entitled to repeat his/her break. No assignments of a non-emergency nature shall be made for an officer who is on their assigned lunch break.
- d. If an officer misses a lunch break that cannot be rescheduled during the shift the officer is entitled to overtime for all hours worked over eighty (80) in the fourteen (14) day pay period.

C. 10-Hour Shift Schedule:

Officers not assigned to the 12-hour or 8.5-hour work schedule will be assigned to a 10-hour work schedule as follows. The Chief of Police will maintain management rights to set the hours of work.

- a. 10 hours will be paid with two 15-minute breaks and one paid 30 minute lunch.
- b. Should an officer's meal be interrupted based on an emergency or other official work assignment, that officer shall be entitled to repeat his/her break if possible. No overtime will be paid for missed lunch breaks that could not be rescheduled during the shift.

CI. Additional Provisions of All Schedules:

1. Training: Training will be consolidated in some cases. For example, firearms may consist of both rifle and handgun training combined. Where possible, training will be done on shift. Some training will be scheduled on certain days off per team, but will be done so only as reasonably necessary.
2. Special Events Nothing in the schedule changes impairs or limits management designating certain dates to be blacked out to ensure staffing levels are adequate for special events, such as festivals. Officers will be given an opportunity to volunteer, but if volunteers are not sufficient, then officers may be assigned to work. If staffing levels are met, the blackout may be lifted at management's discretion.
3. An officer that is contacted via telephone or text message by a supervisor regarding work- related matters while off-duty shall be compensated. That officer shall receive 0.25 hours of compensatory time for being contacted unless communications last longer than 0.25 hours, that officer shall receive compensatory time equal to that time. This will not apply to calls made by a supervisor to advise an officer about an IMMEDIATE schedule change or to request the officer to come into work for an assignment outside of the officer's work schedule.
4. Any of the requirements and/or restrictions on scheduling stated herein may be suspended in case of an emergency, as described in Section 2.1.

Section 7.3 Overtime Pay

Time worked by any officer in excess of the hours worked above the normal hours assigned using the current schedule rotation during the fourteen (14) day pay period, shall be paid for at time and one-half the officer's regular straight time hourly rate. Overtime worked shall be calculated in fifteen (15) minute blocks, with seven (7) minutes being rounded down and eight (8) minutes being rounded up. The Village will pay overtime in a bi-weekly period to coincide with the employee's paycheck. During the specific 14 day pay period, the Village can make adjustments to the schedules of employees, in compliance with the fair Labor Standards Act, to diminish the

economic impact of overtime on the Village.

For purposes of overtime calculation, time worked shall mean and include all hours actually worked, including but not limited to; vacation time, sick leave, compensatory time off, holiday time and any other authorized paid time off.

Section 7.4 Overtime Assignments

Nothing in this section shall limit the ability of the Chief of Police to move available officer staffing between shifts to meet minimum shift staffing requirements.

The Chief of Police or his designee shall have the right to require overtime work and officers may not refuse overtime assignments. Whenever practicable, overtime assignments will be scheduled on a voluntary basis, except for emergency situations or except where qualified volunteers are not readily available. It is the objective of the Village to keep mandatory overtime scheduling at a minimum consistent with the need of the Village to provide proper police protection. Overtime assignments shall fall under the following categories and will be assigned as described below:

I. Next Shift Vacancy-

- a. Officers assigned to work 12 hours shifts will fill next shift vacancies for 12 hour shifts per Section 7.2(A)(2)(c-d) (12-Hour Shift Schedule), and not as outlined in 7.4(1)(b).
- b. The hiring back of police officers for the next shift vacancy (such as sick time coverage) shall be determined by seniority of the officers who are working at the time the need arises. The assignment will be split between the officers before and after the shift experiencing the shortage. For example, if an officer calls in sick on the afternoon shift requiring a manpower shortage, then that shift shall be split and an officer from the day shift shall be required to hold over and a midnight shift officer shall be required to come in early. Overtime will be offered to the officer with the highest seniority to the lowest from each respective shift that is called upon to fill the shortage. If no officer accepts the overtime, then it shall be offered to a Sergeant. If no Sergeant accepts the overtime, then the least senior officer that is working the immediately preceding or immediately following shift will be required to work the overtime.
- c. If a supervisor is unable to make contact with an officer by their home telephone number the supervisor will immediately move on to the next officer to arrange shift coverage.

2. Advance Shift Overtime - For vacancies known in advance (more than 24 hours prior to the vacancy), the overtime will be granted to the most senior officer signing up for the overtime, provided that no officer will be allowed to work two full shifts back-to-back, and otherwise as provided herein.

- a. Officers assigned to work 12 hours shifts will fill advance shift vacancies for 12 hour shifts per Section 7.2(A)(2)(c-d) (12-Hour Shift Schedule), and not as outlined in 7.4(1)(b).
- b. If a full shift is required, the overtime will be posted in two portions- the first half of the shift and the second half. An officer who is not working that day may sign up for both halves. An officer who is working that day may sign up for one half. An officer able to sign up for the entire shift will have priority over officers working half shifts. If no officer accepts the overtime, then it shall be offered to a Sergeant. If no Sergeant accepts the overtime, then the least senior officer that is working the

- immediately preceding or immediately following shift will be required to work the overtime.
- c. If a supervisor is unable to make contact with an officer by their home telephone number the supervisor will immediately move on to the next officer to arrange shift coverage.

Overtime for Festivals and Special Events - Overtime needed for special events such as festivals or other Village-organized events, overtime will be posted for sign-up. Overtime sign-ups will be done on a seniority basis, highest to lowest. Officers shall only sign up for one overtime slot at a time. Once all officers had a chance to sign up, then officers may sign up for multiple overtime slots. If no officer accepts the overtime, then it shall be offered to a Sergeant.

If no Sergeant accepts the overtime, then the least senior officer will be required to work the overtime. This does not apply to slots designated for a supervisor to act in a supervisory capacity. Overtime for special events/details that are paid by private companies/organizations, shall be paid at the outside hire back rate, which is set by the Village.

Exceptions - In cases of emergencies or critical incidents requiring immediate additional staffing, the Chief of Police or his designee may order Officers in as needed/determined by the situation. Scheduling errors made by management will be paid as overtime.

The Department has the sole discretion to schedule overtime to any Department employee for overtime associated with the Illinois Department of Transportation's Sustained Traffic Enforcement Program. The Department retains the right to manage overtime on any other similar program or grant where performance is a requirement to obtain or maintain grant funding.

Section 7.5 Compensatory Time

Compensatory time at the rate of time and one-half (1 1/2) may be earned at such time as a Police Officer elects to take compensatory time in lieu of paid overtime. The employee shall receive one and one-half (1 1/2) hours of compensatory time for every one (1) hour of overtime worked by said employee when said employee elects to receive compensatory time.

Employees may accumulate up to eighty (80) hours of compensatory time in any one year. Employees may carry over up to eighty (80) of compensatory time from year to year.

Upon separation from the Department, an Officer shall be paid all accumulated compensatory time at his then current rate of pay.

Compensatory time off may, upon approval of the Chief of Police or his designee, be taken at straight time amounts. The requesting officer may make his/her request for use of compensatory time at the start of each shift of the date requested. The request for compensatory time shall not be unreasonably denied.

Section 7.6. Court Time

Any officer covered by this Agreement required to attend court shall receive a minimum of two-and-a-half (2 1/2) hours compensation at that officer's applicable straight or overtime rate of pay, depending upon the circumstances, provided that the officer's court appearance did not begin while on his/her normal tour of duty. In cases where an officer is required to attend court, and it extends

beyond his/her normal tour of duty, said officer shall receive the applicable straight or overtime rate of pay, for the actual time spent at court in excess of the normal work day. The employer agrees to supply a department vehicle for officer use in traveling to and from each court appearance, or if one is not available, the appropriate mileage reimbursement will be made. It will be the responsibility of the officer to report at the station for assignment of said vehicle.

Section 7.7. Off-Duty Court Standby

Any officer who is notified by the State's Attorney's Office or Village Attorney that they may be needed for court, on a regular scheduled day off, that officer shall receive two (2) hours of compensatory time unless the officer is notified more than 24 hours prior to the start of the scheduled court appearance time. Unless the officer is assigned to the midnight shift. Midnight shift officers will be eligible for court standby pay on regular scheduled shifts on-duty or off- duty, if not notified 24 hours in advance that their presence is not necessary. For example, if the officer is sent a notice that they are needed for a summary suspension hearing at 1 :30pm, but are told to call at 12:00pm on the date of the court appearance and are told at that time they are not needed for court, that officer shall receive two (2) hours of compensatory time. If the officer does need to appear in court, the officer shall receive court time pay as outlined in section 7.6.

Section 7.8. Departmental Meetings

Any officer covered by this Agreement who is required to attend departmental meetings shall receive a minimum of two (2) hours compensation at his applicable straight or overtime rate of pay, depending upon the circumstances, provided that the departmental meeting did not begin while on his normal tour of duty.

Section 7.9. Call-back

Any officer covered by this Agreement who is called back to work an assignment, which does not continuously follow the officer's regular scheduled shift shall be compensated for all hours so worked, with a minimum compensation of two (2) hours. The affected officer shall be paid at his regular or overtime hourly rate of pay, whichever is applicable. A "call back" shall be defined as any assignment by which an officer is directed to return to work and physically reports to a location determined by the Chief of Police or his designee.

Any officer covered by this Agreement who is called back to work an assignment, which does not continuously follow the officer's regular scheduled shift shall be compensated for all hours so worked on Christmas, Thanksgiving, or New Year's Day will receive double time (hourly rate of pay x 2), with a minimum compensation of two (2) hours.

Section 7.10. Shift Bids

Shift bids will be done on a yearly basis according to the current practice.

Section 7.11. On-Call Pay

An officer assigned to the McHenry County Narcotics Task Force or as a Detective assigned to the Investigations Division, who will be regularly assigned to be on-call as part of their duties, shall be paid a stipend of \$2,000 annually, in equal bi-annual installments of \$1,000 on or before June 30 and December 15 of each year. This \$2,000 gross payment is subject to normal withholding requirements for FICA, Federal and State taxes. Employees who are hired, resign, retire or change unit assignment will receive a pro-rated share based on the number of full months worked in the assignment. This stipend shall not count towards base pay for overtime or pension benefits. If the

officer is required to work overtime the officer is eligible to receive overtime pay.

ARTICLE VIII TRAINING/EDUCATION BENEFITS

Section 8.1. On-Duty Training

Training scheduled outside of an Officer's regularly scheduled shift shall be paid for at time and one-half the officer's regular straight time hourly rate in accordance with Section 7.3 Overtime Pay. During the specific 14 day pay period, the Village can make adjustments to the schedules of employees, in compliance with the Fair Labor Standards Act, to diminish the economic impact of overtime on the Village. However, if notice of training outside of an Officer's regularly scheduled shift is received less than 14 days of the training date, then the applicable hours will be paid for at time and one-half the officer's regular straight time hourly rate.

Unless the Village has schedule-adjusted the officer during the 14 day pay period in which 1 or more training day(s) occurs, an officer attending approved training of 8 hours or more shall receive full compensation for their regularly scheduled shift and shall not be required to report back to work or owe benefit time back to the Village for the remainder of their regularly scheduled shift. No officer shall be compensated for any training or travel time that extends beyond their normally scheduled shift.

The officer shall either be provided transportation to and from the training location, if available, or shall be reimbursed at the current IRS standard mileage rate for business miles for the use of his own vehicle. An officer who attends, upon direction of the Chief of Police, a police related seminar on his own time will receive one and one-half times his regular hourly rate of pay for each hour spent in said seminar, provided the officer works his entire regularly scheduled shift. Officers attending special schools or training academies outside of the Village shall be allowed to utilize a village owned vehicle, when available, for travel to and from the school or academy. The per diem policy for the Village shall apply to all officers covered by this contract.

Additionally, officers attending a training class where overnight lodging is required, shall receive the per diem at least one day before the training session is to begin.

Police officers attending training which is not required by the Department but at the request of the Police Officer shall do so on their own time and shall not be entitled to any compensatory time. It is also, agreed that the transportation to and from these training sessions will be the officer's responsibility, transportation may be provided utilizing a police department squad but only with permission of the Chief of Police. Officers who desire to obtain additional firearms practice on their own time will be provided with one-hundred (100) rounds of ammunition on a quarterly basis at no expense to the employee however all other costs associated by said additional practice will be at the expense of the employee. Officers who receive practice rounds during a calendar year will provide one firearms range receipt or memorandum dated during the calendar year when the practice rounds were received as proof of practice.

Employees scheduled to attend basic training will enter into a Basic Training Agreement (Appendix D). Employees selected to attend specialized training where tuition and related expenses exceed \$500 or where the training requires a substantial investment of time and/or resources, as determined by the Chief of Police, shall enter into a Specialized Training Agreement (Appendix E). Employees may refuse to enter into this Specialized Training Agreement should they choose however this will prohibit their attendance at the specialized training course as well as result in removal from the secondary assignment related to the training, if applicable.

Section 8.2. Reimbursement of Training Expenses

Any covered officer who incurs out-of-pocket expenses in connection with approved events and/or training shall be entitled to reimbursement pursuant to the applicable Village Rules. The Village agrees to compensate employees for travel time to training programs required by the Department or those instances where the employee is required to remain away overnight, such as classes taken at Northwestern.

Probationary employees attending basic training shall be paid their base salary while attending said program and shall not be compensated for travel time to and from the academy location or time exceeding the base 80 hours for any specific pay period.

Section 8.3. Scheduling of On-Duty Training

All police officers assigned to training courses that are held on days and times that are different than the officers' normally scheduled work days and hours shall, whenever practicable, be given notice of such training at least two (2) weeks in advance of the training to be held.

Section 8.4. Educational Assistance Plan

The Village will reimburse one half (½) of the cost the officer's tuition, books and lab fees in accordance with the approved budget for an approved course, provided the officer meets the following requirements:

1. The officer is a full-time officer and has completed the probationary period.
2. The course is job-related, or is required for progress toward a law-enforcement related degree.
3. The officer has received prior approval from the Chief of Police prior to enrollment.
4. The Education Assistance Reimbursement Agreement, as identified, in the Personnel Rules and Regulations for the Village of Lake in the Hills related to the Educational Assistance Program, has been executed by all required parties.

To qualify for reimbursement under this Section, the officer must provide receipts for tuition expenses and a grade report showing that the course work was satisfactorily completed with a final grade of "B" or above. All tuition reimbursement is subject to the availability of funds as provided in the annual budget.

Employees who resign within one year of completing a course under this program will be required to reimburse the Village's share of the costs reimbursed in the twelve (12) months preceding termination.

ARTICLE IX VACATIONS

Section 9.1. Purpose

Vacations are provided to officers for rest, recreation and for personal and emergency purposes.

Section 9.2. Eligibility and Allowances

Full-time and Regular Part-time Employees: During the first calendar year of employment, 6.66 hours of vacation will be earned (on a prorated basis for part-time employees) for each full calendar month after date of hire. Vacation time will be available to use after 90 days of employment, based on the employee's date of hire, and can be carried over into the next year.

Vacation credit for all full-time employees shall be earned beginning on the first day of the month for every full calendar month of employment beginning after the date of hire and will be calculated in accordance with the Vacation Schedule outlined below.

Table: Vacation Accrual Schedule

Years of Continuous Service	Vacation Hours Earned Annually	Vacation Hours Earned Monthly
0 Years	Prorated Based on Hire Date	
1-4 Years	80	6.66
5-11 Years	120	10.00
12-18 Years	160	13.33
19-25 Years	200	16.66
26 Years +	240	20.00

An employee will continue to accrue vacation hours each month until their anniversary date. In accordance with the Vacation Accrual Schedule, the amount of vacation hours accrued will increase beginning on the first day of the month following or coincident with their anniversary date in the 4th, 11th, 18th and 25th year of service. (Ex. A full-time employee reaches their 4-year anniversary on July 15th. They will accrue at a rate of 6.66 hours per month for January-July and 10 hours per month for August-December.) Annual accruals shall be rounded up to the nearest hour. Note: Vacation accrual rates are based upon the employee's anniversary date and the administration of earned vacation time is based upon the calendar year. Vacation time accrued in the previous calendar year may only be used after the beginning of the next calendar year.

Section 9.3. Vacation Selection

The time at which an officer shall take his vacation and the length of said vacation leave shall be subject to the approval of the Chief of Police or his designee with due regard to the wishes of the officer and particular regard for the needs of the Village services. Vacations shall be selected on a seniority basis, in one week blocks, with the most senior full-time sworn officers, whether or not they are members of the bargaining unit, selecting their vacations first and so on until all officers have had an opportunity to schedule one week's vacation. Officers covered by this Agreement shall be entitled to select any available vacation slots, so long as the selection does not affect minimum staffing requirements for that officer's shift. Employees who do not select a period for accrued vacation time during the selection period, as identified by the Chief of Police, will be able to submit, during the remaining calendar year, a request for a vacation block consisting of 1

day increments, with said requests being honored on a first come first served basis as needed and allowed.

Covered employees will be provided with a projected schedule for the following year on November 15th. Such projected schedule will be used by the covered employees to select their vacation periods.

Section 9.4. Vacation Carryover

Police officers shall be entitled to carryover accumulated vacation time from year to year, up to a maximum of 40 hours. The Chief of Police or designee shall have the right to deny vacation carryover, should extenuating circumstances exist.

Section 9.5. Intentionally Omitted

Section 9.6. Emergencies

The Parties agree that an exception to the advance approval requirement as provided in Section 9.4 hereinabove shall exist for "emergencies;" however, in such situations, the officer must notify the Chief of Police (or his designee) as soon as possible as to the emergency and the expected duration of the absence. This notice must be given no later than one (1) hour following the emergency event. As soon as possible after return to duty, the officer must explain the reason for the emergency to the Chief of Police (or his designee), and present documentation, where possible, of the emergency event. The Chief of Police (or his designee) shall then approve or disapprove the leave as requested. When the request is disapproved, the absence may be recorded as leave without pay (hereinafter referred to as "LWOP") or absent without leave (hereinafter referred to as "AWOL"), all at the discretion of the Chief of Police. If the Chief of Police determines that the affected officer is AWOL, that officer may be subject to discipline, up to and including discharge.

Section 9.7. Approval/Disapproval

The Chief of Police or designee shall have the responsibility for approving or disapproving the application for vacation. The Chief of Police or designee shall approve or deny any officer's vacation request within fourteen (14) days of the date of the request, and shall not unreasonably deny any officer's vacation request. In the event that he shall fail to approve an application for leave, the application shall be returned to the particular officer with the reasons for disapproval set forth in writing. All leave request forms shall be retained by the Chief of Police or designee for two (2) years from the date the leave was taken or disapproved.

ARTICLE X HOLIDAYS

Section 10.1. Holiday observance

Employees shall receive the following holidays:

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day

Employees are eligible for holiday pay upon date of hire. Each officer covered by this Agreement shall receive eight (8) hours straight time pay as compensation for the holidays enumerated herein.

Observance of holidays shall be on the day they occur. Officers working on one of the enumerated holidays will be paid in accordance with Section 10.2 Holiday Pay. Officers assigned to work a schedule in which they are given the enumerated holidays off will have observance of the holiday on the day they occur, with the exception of holidays falling on Saturday or Sunday. If a holiday falls on a Sunday, it shall be observed on the following Monday; if a holiday falls on a Saturday, it shall be observed on the preceding Friday. If the Christmas holiday falls on a Monday, the Christmas Eve holiday shall be taken on the preceding Friday. Employees will not be allowed to carry over or be reimbursed for any unused holidays.

Section 10.2. Holiday Pay

Should an officer be required to work on one of the enumerated holidays, that officer shall be paid at the rate of one and one-half (1 1/2) times said officer's regular rate of pay for all hours worked on that holiday, in addition to the compensation set forth in Section 10.1. For purposes of this section and to address holiday shifts that continue into the following day, Holiday Pay is applied based upon the shift start time on the enumerated holiday and ends at the conclusion of the assigned officer's shift. Covered employees may take said compensation as pay or as compensatory time to be used pursuant to this Agreement.

Section 10.3. Personal Time

Each employee covered by this Agreement shall receive, in addition to all other paid days off set forth herein, one personal day (12-hours) per calendar year to use at the officer's discretion, subject to the approval of the Chief of Police. In addition to all other paid days off, each regular, full-time employee

shall receive sixteen (16) hours per calendar year to use at his or her discretion, subject to the approval of the Chief of Police or designee. All personal time must be used by the end of each calendar year and cannot be carried over to the next. For new hires, hours are awarded on a prorated quarterly basis, based on date of hire for the first calendar year, as outlined below:

Hire Month	Personal Hours Earned
January - March	16
April-June	12
July - September	8
October - December	4

ARTICLE XI
INSURANCE AND RELATED HEALTH BENEFITS

Section 11.1. Health Insurance

The Village agrees to provide Health Insurance for all police officers and their dependents during the term of this Agreement unless the officer has chosen to participate in the Village's health insurance waiver program. The Village will pay premium costs for each officer and his/her dependents' health insurance coverage at the same percentage that it pays for any other full-time Village employees. Each police officer will pay the remaining premium costs to the same extent as required of any other full-time Village employee.

The Parties acknowledge that the Village may change benefit levels and deductibles or change insurance plans, so long as any subsequent insurance plan(s) and premium contribution(s) is the same generally offered to non-bargaining unit employees, eligible for health insurance benefits.

Section 11.2. Life Insurance

The Village agrees to provide a group life insurance policy in an amount at least equal to the officer's annual salary, for each officer covered by this Agreement.

ARTICLE XII

SICK LEAVE

Section 12.1. Purpose

The purpose of sick leave is to provide the officer with protection against loss of income due to personal sickness or injury, or for the purpose of obtaining medical (including dental or optical) examination or treatment. Sick leave may be used in 15 minute increments and only for the following reasons:

- a. Any non-occupational personal illness or injury.
- b. Quarantine for contagious disease.
- c. Serious illness of any member of the employee's immediate family when it can be shown that the employee's presence is necessary. "Immediate family" is defined as spouse, father, mother, child, sister, brother, father- or mother-in-law.
- d. Medical or dental appointments which cannot be scheduled outside normal work hours subject to the approval of the Chief of Police or his designee.
- e. Funeral services for any member of the employees extended family. (Extended family member is defined as a person related to the employee to the second degree by either blood or marriage, including, but not limited to, aunts, uncles, cousins, nieces, nephews, great aunts and great uncles, and great grandparents. (For this specific use the use of sick time is limited to two days).

Section 12.2. Accrual and Crediting of Sick Leave: In General

All full-time officers shall earn ninety-six (96) hours of sick time per year, earned at a rate of eight (8) hours per full calendar month worked. Officers shall be entitled to carry over a maximum of fifty-six (56) hours to the following year.

Section 12.3. Restrictions of Sick Leave Usage

Any covered officer on sick leave shall take whatever steps are medically necessary to remedy his or her condition and shall not engage in social or commercial pursuits unless specifically authorized to do so by his/her physician. Any officer who engages in commercial or social pursuits on a sick day shall provide, upon request, proof of compliance with this provision.

Section 12.4. FMLA and Doctor's Certifications

FMLA certification forms are required for absences in excess of three (3) days in succession. Any time the Chief of Police has reason to believe that the sick leave is being abused, a request for a doctor's certification may be required. When a doctor's certification is requested and not provided, the absence will be considered a non-authorized absence.

Section 12.5. Sick Leave Carryover and Sell-back

To participate in this program, employees must complete the Sick Leave Buyback Program form distributed to all eligible employees each year. The form will allow employees to designate what they would like to do with their unused reimbursable and non-reimbursable sick leave for that year. The form must be completed each year and turned into Human Resources by the final Wednesday of November each year. If a completed form is not received, all unused reimbursable and non-reimbursable sick leave will carry over into the next calendar year.

1. Reimbursable Sick Leave

Reimbursable sick leave is considered the sick leave available for reimbursement, following the deduction of any sick time taken, within the calendar year. Up to 40 hours of sick leave accrued in a calendar year is eligible for reimbursable sick leave. Employees can have a maximum of 40 hours of unused sick leave reimbursed back to them as taxable compensation. Hours taken as sick leave are removed first from the 40 reimbursable hours. This payment will be disbursed in the first paycheck in December. In lieu of receiving reimbursable sick leave as cash, employees can have their sick leave payment directed to their 457 deferred compensation plan. All 457 deferred compensation plan payments will be disbursed in the first paycheck in January.

Reimbursable sick leave is disbursed on the first paycheck in December under the assumption that no additional sick leave will be taken through the end of the calendar year. In the event that any additional sick leave is taken through the end of the year, offsets to gross pay will be taken to the extent that reimbursable sick leave has already been paid out (for example, if an employee receives 16 hours of reimbursable sick leave pay on the first paycheck in December and subsequently requests 24 hours of sick leave for time taken off work in late December, then only 8 hours of sick leave will be paid since 16 hours of reimbursable sick leave would already have been prepaid on the first paycheck in December).

2. Non-Reimbursable Sick Leave

Non-Reimbursable sick leave is considered the second 40 hours of unused sick leave earned in a calendar year. Employees with at least 176 hours of sick leave already accrued by the first paycheck in November of each year will have the option to convert their non-reimbursable sick leave into a 457 deferred compensation plan instead of carrying over this time into the next calendar year. If elected, all 457 deferred compensation plan payments will be disbursed in the first paycheck in January. The non-reimbursable sick leave that can be converted to a 457 deferred compensation plan shall not exceed the number of unused reimbursable sick leave hours (i.e., if an employee is eligible to receive 32 hours of reimbursable sick leave at the end of the year, they would be limited to convert up to 32 hours of non-reimbursable sick leave). Under no circumstances will any non-reimbursable sick leave be paid out as cash. Employees separating from employment prior to December 31st of any calendar year are not eligible for non-reimbursable sick leave.

ARTICLE XIII · LEAVES OF ABSENCE

Section 13.1. Maternity Leave; In General

Maternity absence is not a separate type of leave. The parties agree that all policies and procedures generally applied to disability leave shall also apply to absence for maternity reasons. The term "pregnancy," as used in this Agreement refers to a condition which eventually requires the officer to be absent from the job because of incapacitation. For leave purposes, a period of absence covering pregnancy and confinement is to be treated like any other condition, which incapacitates the officer from the performance of duty. As a means of accommodating this temporary incapacitation, appropriate leave shall be made available to the affected employee.

Section 13.2. Maternity Leave Benefits

Maternity absences may be a combination of sick leave, and annual leave, in the following particulars:

- a. Sick leave to the extent available, may be used to cover the time required for physical examinations and periods of disability; and,
- b. Annual leave or LWOP may be used to cover absence necessitated for reasons such as (i) the need for a period of adjustment following birth and recuperation; or, (ii) the need to make arrangements for the care of the child or children. Such leave will be granted only if requested by the officer and approved by the Chief of Police.

Section 13.3. Maternity Leave Procedures

An officer shall inform the Chief of Police as soon as possible of the officer's intention to request maternity leave. The request shall provide the reasons, indicate the type of leave desired, set forth approximate dates, and express an opinion as to the anticipated duration so as to allow the Chief of Police adequate time to prepare for any staffing adjustments, which may be necessary. The length of absence from duty is a matter requiring joint involvement from the officer, her physician and the Chief of Police. In the event that the officer requests light duty or temporary reassignment, the provisions of Section 15.9 of this Agreement shall apply. All such requests, shall be accompanied by appropriate medical recommendations.

Section 13.4. Absence for Paternity Reasons

A male officer may request only annual leave or LWOP for the purposes of assisting or caring for his minor child, children or spouse, while she is incapacitated for maternity reasons. Each leave request shall be considered on its own merit and shall be approved provided such approval is consistent with other situations where leave is requested due to incapacitation of said officer's spouse.

Section 13.5. Civil Duty

Officers covered by this Agreement shall receive full pay for any time lost while serving on jury duty or as a witness. The Village shall comply with all applicable state law with respect to the scheduling of officers required to serve civil duty. Any fees, including but not limited to jury

duty fees or subpoena fees, received from the court or any other party by an employee, exclusive of travel allowance, shall be endorsed over to the Village in order for the employee to receive full pay for any time served.

Section 13.6. Education

Officers covered by this Agreement may be granted special leave at full pay in order to permit the officer to take courses of study which will better enable the officer to perform his or her duties.

Section 13.7. Military Leave

Officers covered by this Agreement may be granted up to two weeks of military leave, with pay, in any fiscal year for reserve or special training encampments. This leave shall not be charged against vacation or sick days.

Any officer inducted into the United States armed forces may be considered as being on leave without pay during the duration of his/her service. For a period of 90 days following the officer's honorable discharge, that officer may request full reinstatement without loss of seniority, provided the officer still meets the requirements of his/her former position.

Section 13.8. Leave Without Pay

Employees may submit a written request to the Chief of Police for an unpaid leave of absence. Such leave shall be without loss of prior earned seniority and may be for the following reasons:

1. Personal or immediate family member (as defined in Section 12.1) illness; or
2. Completing education.

The Chief of Police may grant a leave of absence for up to 60 days. The Chief of Police will present requests along with a recommendation to the Village Board for consideration of an unpaid leave of absence for 61 days or more up to one year. Covered employees must use any accrued or remaining sick time (if applicable), personal time, floating holidays, compensatory time, and vacation time before the unpaid leave period begins. Such leave may be without loss of prior earned seniority. However, the employee's seniority and other benefits will not accrue during the period of unpaid leave except for group health coverage through COBRA. Further, employees considering a leave of absence must be aware that the Village will not guarantee to hold their job open for them during the period of the leave. There is no assurance of reinstatement to employment in any capacity at the conclusion of the leave. If there is an open position for which the employee is qualified at the conclusion of his or her leave, the employee, along with all other qualified candidates, may be considered for the position.

Section 13.9. Bereavement Leave

An employee covered by this Agreement shall be entitled to bereavement leave, as prescribed by the Personnel Rules and Regulations of the Village.

ARTICLE XIV

WAGES

Section 14.1. Wage Schedule

During the term of this Agreement, officers shall be compensated for work as set forth in the attached Appendix A. Each officer covered by this Agreement shall receive a single check constituting retroactive pay for all hours worked during that period. (See Appendix A, attached). All wages for hours actually worked by the officer shall be retroactive to May 1, 2024.

Each bargaining unit member who is at the maximum pay for the position and has remained at maximum pay for the prior year shall receive a longevity of 1.0% pay increase added to their base salary effective on the first full pay period following their anniversary date on their 9th and subsequent years. Longevity shall count towards base pay for overtime and pension benefits.

Wage increases (including, without limitation, paid benefit time, stipends, longevity increases, retroactive increases) shall become effective the first full pay period following their anniversary date or May 1st of each year, as applicable. Under no circumstances will the addition of paid break time be paid retroactively, unless such break time was already paid as part of an officer's schedule prior to the current contract term.

Section 14.2. Dual Career Ladder Program

Nothing in this Agreement shall prevent the Chief of Police from implementing a Dual Career Ladder program, which may contain provisions for annual bonuses to officers successfully participating in said program.

Section 14.3. Officer in Charge/Police Training Officer Compensation

Patrol Officers assigned as Officer in Charge or Police Training Officer shall receive, in addition to their regular compensation, 1.5 hours of compensatory time for each full shift worked as Officer in Charge or Police Training Officer.

Covered employees shall not be considered an Officer in Charge for purposes of this section where a member of the supervisory staff remains on-duty and available via radio or telephone, even when said sergeant may be outside the Village limits. An Officer in Charge who is scheduled to work a shift other than their normal shift shall be paid two (2) hours of compensatory time.

Section 14.4. Step Placement for New Employees

The Village at its sole discretion may determine the pay rate for newly hired employees, based on previous law enforcement experience. If in the exercise of that discretion, the Village determines that a newly hired employee shall be compensated at a rate higher than the beginning rate, it may do so.

**ARTICLE XV
MODIFIED DUTY**

Section 15.1. Work Schedule for Modified Duty

Reference the Villages Personnel Rules and Regulations, subject to the discretion and authority of the Chief of Police.

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ARTICLE XVI

UNIFORMS

Section 16.1. Uniforms

The Village will provide to each new officer, at the Village's expense, the uniform and equipment set forth in Appendix B "Initial Issue". Said uniform and equipment shall be provided in a timely manner. Newly hired officers shall not receive a uniform allowance as set forth in Section 16.2 of this Agreement. The duty weapon, impact weapons, chemical weapons (OC Spray or similar), and police radio shall be purchased and issued by the department to all sworn employees and shall not be part of those items covered under the uniform allowance section of this contract.

Section 16.2. Uniform Allowance

The Village shall provide each officer a uniform allowance of \$900.00 per year for the purchase, maintenance, cleaning and repair of uniforms. Upon an officer's request, and in a timely manner, the Village will provide the officer with a purchase order for the purpose of purchasing any duty related items. Officers shall make his/her request for a purchase order in writing via email or other agreed upon electronic means. Purchases will be made within thirty (30) days of the purchase order request. Requests or purchases made directly by the officer placed prior to November 1st of a given year will be paid from that calendar year's allowance, regardless of when the officer actually received the items. Officers will be sent an electronic notification of their clothing allowance balance during the first week of April and the first week of August.

Uniforms may also be purchased at an approved uniform store as agreed upon by the Village.

Officers assigned to work plainclothes duties shall receive from the Village a uniform allowance of nine hundred dollars (\$900.00) for the purchase, maintenance, cleaning and repair of suitable clothing. Officers will submit eligible receipts to the Finance Department within 30 days of purchase and will be reimbursed within 30 days of submittal. If an officer assigned to investigations is projected to be re-assigned to a uniform position, the amount will be prorated based upon the anticipated length of time remaining in investigations.

It is the employee's responsibility to maintain the number of items originally issued in acceptable condition. If an officer is assigned to a secondary assignment, that officer, upon request, will be allowed to make purchases with his/her uniform allowance for the purpose of that assignment.

Officers are responsible for the cleaning and maintenance of their uniforms, and shall maintain a professional appearance at all times.

Section 16.3. Reimbursement for Property Destroyed in the Line of Duty

The Village agrees to reimburse (to the particular officer) the actual cost of personal property damaged in the line of duty, provided that such damage has been caused as a result of a sudden, unexpected or emergency-like event.

Section 16.4. Body Armor

The Village agrees to provide a bullet-proof vest to each officer covered by this Agreement within 30 days after the officer requests one, at the Village's expense. This time limitation shall

not apply when circumstances beyond the control of the Village exist that prevent meeting said time frame. The Village agrees to replace each bullet-proof vest upon the manufacturer's suggested expiration date with the cost of said vest being paid for by the Village and not charged against an employee's uniform allowance. The Village shall have the sole discretion to determine the vest to be provided however the vests shall have minimum standards of a threat level II, side ballistic panels, and a chest trauma plate. Officers who wish to use a higher threat level or different manufacturer than the Village chooses to provide, shall be entitled to do so, and shall receive reimbursement upon the purchase of said vest, up to the cost of the Village- provided vest. An officer choosing to purchase a vest other than that provided by the Village shall provide a receipt prior to being reimbursed for the purchase. The Village recognizes that the use of a bullet-proof vest is optional on the officers' part, and will not require an officer who does not request a vest to wear one.

ARTICLE XVII MISCELLANEOUS

Section 17.1. Authority of the Police Commission

This Agreement is not intended and shall not be construed in any manner so as to diminish or modify the statutory authority of the Police Commission; and, the parties hereto expressly recognize the authority of the Commission with respect to hiring, promoting, demoting, disciplining, and discharging of Officers, except for discipline related to Officers in the bargaining unit, as specifically stated in this Agreement.

Section 17.2. No Strike

The Union agrees (on behalf of itself and the Officers for whom it speaks) not to engage in, induce, call, authorize, support, promote, condone or participate in any strike, work stoppage, intentional withholding of services, picketing of the Village of Lake in the Hills, slow-down, sit-in, "blue-flu", or "ticket-blitz", or other acts or actions having the effect of exhibiting a refusal to work at any time for any reason.

Section 17.3. No Lockout

The Village will not "lockout" Officers, provided, however, that a reduction in force, curtailment of operations or any individual termination or suspension shall not be construed as a "lockout".

Section 17.4. No Discrimination

Neither the Village nor the Union shall discriminate against any Officer because of race, color, creed, religion, ancestry, national origin, age, disability, sex, marital status, sexual orientation, military status, veteran status, citizenship status, arrest record, genetic testing, any other protected classes or statuses, or union affiliation. The Union agrees to represent all Officers fairly and without regard to Chapter affiliation, non-affiliation, or dis-affiliation.

Section 17.5. Residency

All employees covered by this Agreement shall reside within 20 air miles from the Village unless authorization by the Chief of Police is obtained to reside beyond 20 air miles.

Section 17.6. Medical Examination

Nothing in this Agreement shall prevent the Village from requiring a medical examination to determine an employee's fitness for duty, said examination to be conducted by a qualified and licensed physician or other medical professional selected by the Village. The costs for said examination shall be paid by the Village. The Village may also require any or all employees to take a complete physical exam as often as once a year, provided written notice is given to the employee(s) prior to the examination with reasons for said examination.

Section 17.7. Employee Alcohol and Drug Testing

- A. The Village shall have the right to require an employee to submit immediately to alcohol or drug testing on a specified situation basis, as outlined below, if the Village has reasonable cause to believe:

1. An employee is being affected by the use of alcohol while on duty;
2. An employee has abused prescription drugs while on duty;
3. An employee has used illegal drugs.

B. The Village shall have the right to require an employee to submit immediately to alcohol or drug testing the following situations:

1. If an employee is involved in a motor vehicle accident or otherwise damages Village or personal property while in the performance of his duty;
2. If an employee is injured or injures another while in the performance of his duty;
3. If an employee is to be promoted to a higher paying position or recalled from layoff;
4. If an employee has experienced excessive absenteeism or tardiness under circumstances giving rise to a reasonable suspicion of off-duty drug or alcohol abuse.

C. Random Drug Testing Policy & Procedures

1. SCOPE

This provision applies to all employees of the Lake in the Hills Police Department. The tests will be administered under S.A.M.S.H.A (Substance Abuse Management Safety & Health Administration) custody collection standards. (Formerly N.I.D.A.)

2. DEFINITIONS

- a. Employees: All Police Department employees of the Lake in the Hills Police Department.
- b. Health Services:

Services will be provided by an independent vendor mutually agreed upon by the Village of Lake in the Hills and the Metropolitan Alliance of Police. Agreement to the Village's selection of vendor shall not be unreasonably withheld. The current services (which may be subject to change, provided both parties are in agreement) are provided by:

- i. Northwestern Medicine
 - ii. Laboratories (specimen screening)- Provided through Northwestern's vendor
 - iii. MRO - Provided through Northwestern Medical
- c. Drugs: The below listed controlled substances, the possession or use which is unlawful. Drugs for the purposes of this policy does not include use by prescription or other uses authorized by law, but does include cannabis/marijuana, even if otherwise authorized by law. Drugs to be tested will be limited to the following drugs or classes of drugs:

• Amphetamines, e.g., exedrine, speed, ice, crank, uppers.	• Benzodiazepines, e.g., dalrnane, librium, valium.
• Barbiturates, e.g., downers, seconal, nembutal, amytal.	• Cocaine metabolites
	• Marijuana metabolites

- Methadone
- Methaqualone, e.g., quaaludes.
- Opiate metabolites.
- Morphine
- Codeine
- Heroin
- Phencyclidine, e.g., PCP, angel dust.
- Propoxyphene
- Gluthithimide
- Phenmetrazine
- LSD
- Mescaline
- Steroids
- Psilocybin - Psilocin
- MDA
- Chloral Hydrate.
- Methylphenidate
- Hash
- Has

- d. The initial testing levels for ng/ml levels shall be as defined by S.A.M.S.H.A.
- e. MRO: Medical Review Officer as designated by Health Services. Positive tests will be reviewed by the MRO at Health Services for final determination of results. This determination will be communicated directly from the MRO to the Chief of Police. Before a positive test is reported to the employer, the hospital or lab will have the results reviewed by the MRO, who will verify the existence of a valid prescription or conflict, which might result in a false positive. If the MRO determines that there is a valid reason for a false positive, the results will be reported to the employer as negative and final.
- f. Use: Will mean a positive result, which is verified by the MRO review and confirmation and indicates the presence of the drug or its metabolites as indicated in the initial concentration levels.

3. POLICY

The work place will be free from the manufacture, distribution, possession and use of drugs and the abuse of controlled substances. The Lake in the Hills Police Department will meet the requirements of the Drug Free Work Place Act.

4. TESTING

Random Drug Testing: On a periodic basis, but no more than twelve (12) times annually, an employee will be randomly tested. All employees within the police department, including command staff, will be included in a random draw. Up to, but no more than twelve (12), employees will be drug tested (from the random draw) within the Village of Lake in the Hills' Fiscal Year. The employee(s) for the random drug testing will be chosen by the medical facility. The facility will contact the Chief of Police and/or the Division Chief who in return will contact each individual, while the employee is on duty, whose name is drawn to advise them of the test. Employees will submit to the test immediately upon notice from their supervisor. Employees will be allowed to take the test in civilian clothing. If an employee chooses to wear civilian clothes during the testing, he/she must have the change of clothes available at the Department. Employees will not be allowed to delay the process to

obtain clothing or to change anywhere other than the Police Department.

Before a drug test is administered, employees will be asked to sign a consent form authorizing the test and permitting release of the result to those municipal officials with a need to know. The consent form shall provide space for employees to acknowledge that they have been notified of the drug testing provisions of this Agreement and applicable Village policies. Employees may at this time provide a list of medications that he or she has recently used. The list of medications, if provided, shall be sealed and held as confidential until there has been a positive test result. In the event of a confirmed positive test result, the list of medications shall only be disclosed to the medical official who will determine whether the positive result was due to the lawful use of any of the listed medications. Employees may choose to provide such a list after being notified of a confirmed positive result.

The consent form shall also set forth the following information:

- The procedure for confirming an initial positive test result.
- The consequence of a confirmed positive test result.
- The right to explain a confirmed positive test result and the appeal procedure available.
- The consequences of refusing to undergo a drug test.

An employee who refuses to consent to a drug test when reasonable suspicion of drug use has been identified is subject to disciplinary action up to and including termination of employment.

Usual and accepted practices for the collection and preservation of urine samples shall be followed. A similar amount of the sample shall be set aside and preserved for later testing if requested by the employee or the Chief of Police. All samples shall be preserved in accordance with Section 40.99 of Subpart F-Drug Testing Laboratories of Part 40-Procedures for Transportation Workplace Drug and Alcohol Testing Program effective August 1, 2001, which provides for the extension of preservation of the split samples.

If a test is positive, the reserved sample shall be held according to the policy and procedures set forth by the laboratory. The methods employed in the collection of samples for testing shall be reasonable and provide for security of the sample and its protection from adulteration. Reasonable attention shall be given to an employee's need for privacy during the collection of urine samples, to ensure that the testing is done in an appropriate setting and to ensure that the integrity of the test sample is not compromised. The Chapter will be provided with an annual list of police department employees tested in the random drug tests (e.g., 5-1-02: Non-Patrol Officer, 6-1-02: Patrol Officer).

With two (2) working days after the test is administered, the employee may request a meeting with the Chief of Police, with or without Union representation. At any such meeting, the employee may raise issues relating to the testing. The employee shall also have a one-time only option at this meeting to admit to a problem and to seek assistance through the Village's

Employee Assistance Program (EAP) outlined below.

The first positive test will result in disciplinary action as the Chief of Police deems appropriate (except for termination) provided the officer has initiated a meeting with the Chief of Police within two (2) working days after the test has been administered. The first positive test will also result in a mandatory assignment to the Village EAP, with follow-up testing as outlined in Section 5(B) below.

Any second positive test may result in the Chief of Police seeking the employee's termination.

Nothing in this Section shall be construed to waive any covered employee's (excluding probationary employees) right to be heard on matters of discipline as provided in this Agreement. If a member of the Lake in the Hills Police Department is assigned to the Illinois State Police North Central Narcotics Task Force or similar task force and a random drug testing policy exists for that task force, the Lake in the Hills Police Department member shall be tested in accordance with that policy. If no drug testing policy exists for the applicable task force, he will be tested in accordance with this policy. In any event, upon return to duty with the Lake in the Hills Police Department after having served on a task force, a drug test shall occur within thirty days. Future task force members shall be informed of this policy prior to assignment and acceptance to the task force.

5. REHABILITATION

First positive test requires mandatory participation in and successful completion in the Village Employee Assistance Program (EAP) or other program approved by the employee's current health provider. During the participation of the EAP treatment, the employee will be placed on FMLA leave and will be required to utilize his/her benefits hours in the following order:

- a. Sick Time, Vacation Time, Comp Time and then Personal Days. Once the employee has exhausted all his/her benefit hours, he/she will then go on unpaid leave until cleared from the program.
- b. Once approved to return to work by the case manager at the EAP or other program, the employee may be tested up to twelve (12) times during the twenty-four (24) months following the officer's return to work.
- c. Employees will be responsible for the entire cost of the treatment program and follow up random drug testing costs not covered by their insurance.
- d. Refusal to participate in the EAP or other approved program may result in disciplinary action up to termination.

6. VOLUNTARY REQUESTS FOR ASSISTANCE

The Chief of Police shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug abuse or

dependency problem prior to any type of testing. The Chief of Police may require the employee to be evaluated by a substance abuse professional to determine fitness to return to duty or assignment. For the purposes of this Section, "voluntary treatment, counseling or other support" means help sought by an employee prior to an observation by a member of the Police Department of facts giving rise to a reasonable suspicion, prior to any misconduct on or off duty which causes him to come to the attention of a law enforcement agency or an internal inquiry by the Department, or the employee seeking a one time only option to admit such a problem following testing. The Village may make available through an Employee Assistance Program a means by which an employee may obtain referrals and treatment.

Voluntary requests for assistance will be handled in a confidential manner. Any employee who voluntarily seeks assistance with problems related to prescribed drugs or alcohol shall not be subject to any disciplinary action by reason of such request for assistance as long as the request for assistance was made prior to any notification of a random drug test, or reasonable suspicion process.

7. CONFIDENTIALITY

AU test results are held in confidence in accordance with privacy laws. They will be stored in the Village of Lake in the Hills' Human Resources Coordinator's files, separate from regular personnel files.

8. UPDATES

This policy will be updated as necessary upon agreement in writing from both the Chapter and the Village.

9. POLICY VIOLATIONS

Violations of this policy may subject covered employees to disciplinary action up to and including termination as provided above.

Nothing in this policy can be construed to limit the authority of the Chief of Police or his designee to require a non-random drug test for cause.

Section 17.8. Possession/Use of Controlled Substances

- I. Possession and/or use on-duty of controlled substances, except with the approval and guidance of a licensed physician of Illinois and with the knowledge and authorization of the Chief of Police, if required, is hereby prohibited. At no time may an employee of the Department use or be under the influence of a controlled substance where such use or influence impairs or compromises the efficiency and integrity of the Department.

2. DEFINITION

Controlled Substance shall include, without limitation, cannabis/marijuana and is otherwise defined as a drug, substance, or immediate precursor in the Schedules of Article II of the Illinois Controlled Substances Act or any psycho-trophic medication that requires the prescription of a licensed medical practitioner.

3. POLICY

At the time any prescription has been written to an employee, it is incumbent on the employee to make inquiry of the physician as to the possible *side* effects.

- A. If an employee is prescribed a drug or controlled substance that may have possible side effects that include but not be limited to; potentially impairing their judgment, cognitive abilities, reaction time, driving skills, or performance abilities while the employee is on-duty the employee will secure documentation from the physician which shall indicate:
 - 1. Whether ingesting the prescription prior to reporting for duty or during working hours may negatively affect the ability to perform the essential functions of the employee's job.
 - 2. Whether timely ingestion (i.e., if medication must be taken once a day, taking it after the tour of duty) would mitigate the effects of the drug and allow the employee to remain at full duty.
- B. Employees shall notify the Chief of Police via email as soon as practicable after being prescribed a controlled substance, but prior to the start of the employee's next duty assignment, only if they have been prescribed a controlled substance that will have negative side effects that cannot be mitigated as outlined above. The memo or email shall include the following information;
 - 1. The prescriptions start date and end date, the impairments, and a copy of the prescription drug information form will be attached.
- C. Employees shall notify the Chief of Police via email as soon as practicable after being prescribed a psychotropic medication, but prior to the start of the employee's next duty assignment. The memo or email shall include the following information;
 - 1. The prescriptions start date and end date, the impairments, and a copy of the prescription drug information form will be attached. The Department may require that the employee secure further documentation from the treating physician that the employee is being closely monitored and that the medication therapy is not impairing their judgment, cognitive abilities, reaction time, driving skills, or performance abilities.

Section 17.9. Ratification And Amendment

This Agreement shall become effective when ratified by the Union and the Village of Lake in the Hills. Said Agreement may be amended and modified (during this term) only with mutual written consent of both parties.

Section 17.10. Savings Clause

In the event any Article, section, subsection or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific Article, section, subsection or portion thereof directly specified in the decision or order. Upon the issuance of such decision or order, the parties agree to immediately negotiate a substitute for the invalidated article, section, subsection or portion.

Section 17.11. Entire Agreement

This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between the parties for its term: It supersedes and cancels all prior practices and Agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the Employer as provided in the management rights clause, (Article II of this Agreement). The parties acknowledge that during the negotiations process (leading to the formation of this Agreement), each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not already determined by law and that the understandings and agreements expressed herein were reached after the fullest exercise of each parties' rights herein.

Section 17.12. Termination in 2027

This Agreement shall be effective as of the first day of May 2024, and shall remain in force and effect until April 30, 2027. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not less than one hundred and twenty (120) days prior to the termination date to the effect that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the termination date. This Agreement shall remain in full force and be effective during the negotiations and up to and until a new employment Agreement has been reached between the Parties

IN WITNESS WHEREOF, the parties have executed this Agreement this 9 day of January 2025 intending to be legally bound thereby.

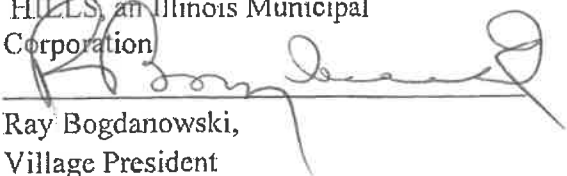
METROPOLITAN ALLIANCE OF POLICE
Lake in the Hills Chapter #90

 #39


President, Lake in the Hills
Police Chapter #90


Keith George,
President, Metropolitan Alliance

VILLAGE OF LAKE IN THE
HILLS, an Illinois Municipal
Corporation


Ray Bogdanowski,
Village President

ATTEST:


Shannon DuBeau,
Village Clerk

**APPENDIX A
WAGES**

Years of Service	5/1/24 - 4/30/25	5/1/25 - 4/30/26	5/1/26 - 4/30/27
Starting	\$ 68,106.48	\$ 70,319.94	\$ 72,429.54
Year 1	\$ 73,910.72	\$ 76,312.82	\$ 78,602.20
Year 2	\$ 79,717.04	\$ 82,307.84	\$ 84,777.08
Year 3	\$ 85,520.24	\$ 88,299.65	\$ 90,948.64
Year 4	\$ 91,324.48	\$ 94,292.53	\$ 97,121.30
Year 5	\$ 97,128.72	\$ 100,285.40	\$ 103,293.97
Year 6	\$ 102,934.00	\$ 106,279.36	\$ 109,467.74
Year 7	\$ 108,737.20	\$ 112,271.16	\$ 115,639.29
Year 8	\$ 114,541.44	\$ 118,264.04	\$ 121,811.96
Longevity for 9+ years 1.00%	\$ 115,686.85	\$ 119,446.68	\$ 123,030.08

Each employee covered by this Agreement shall receive a single check constituting retroactive pay for all hours worked during that period, as defined in Section 14.1.

This appendix shows estimated annual salaries for illustrative purposes which may vary based on the specific shift schedule each officer works in a given year and does not reflect overtime. Officers' compensation is based on hours worked, and officers are eligible for overtime, as described further in Article VII.

APPENDIX B
EQUIPMENT LIST

Initial Issue

Item Name	Quantity
Flashlight	1
Flashlight holder	1
Flashlight traffic wand	1
Earpiece for police radio	1
Off Duty firearm holster of choice	1
Duty firearm holster	1
Uniform pants	4
Dress uniform pants	1
Long-sleeve uniform shirts	4
Short-sleeve uniform shirts	4
Long-sleeve dress uniform shirt	1
Dress uniform jacket	1
Tie for dress uniform	1
Winter jacket with zip out liner	1
Dress shoes	1
Boots	1
Uniform badge	1
Name tags	2
Tie pin	1
Set of collar pins	2
Five-star dress hat	1
Winter hat	1
Hat badge for dress hat	1
Collapsible baton with holder	1
Glove pouch for medical gloves	1
Taser (ECD) holster	1
Tourniquet holder	1
Wallet badge with wallet	1
Raincoat	1
Hat cover for dress hat	1
Turtleneck shirts with embroidery	4
Magazine holder	2
Belt keepers	4
Handcuffs	1
Handcuff case	1
Radio holder	1
OC Holder	1
Baseball cap	1
Traffic vest	1
Duty bag	1
Duty gloves	1
Duty Belt	1
Any other items for duty use as approved by the Chief of Police	

APPENDIX C
UNIFORM POLICE OFFICERS DISCIPLINARY ACT

50 ILCS 725/1 et al and as may be amended from time to time.

At the time of ratification, the Act contains the following provisions.

Sec. 1. This Act shall be known and may be cited as the "Uniform Peace Officers' Disciplinary Act".

Sec. 2. For the purposes of this Act, unless clearly required otherwise, the terms defined in this Section have the meaning ascribed herein:

- (a) "Officer" means any peace officer, as defined by Section 2-13 of the Criminal Code of 1961, as now or hereafter amended, who is employed by any unit of local government or a State college or university, including supervisory and command personnel, and any pay-grade investigator for the Secretary of State as defined in Section 14-110 of the Illinois Pension Code, not including Secretary of State sergeants, lieutenants commanders or investigator trainees. The term does not include crossing guards, parking enforcement personnel, traffic wardens or employees of any State's Attorney's office.
- (b) "Informal inquiry" means a meeting by supervisory or command personnel with an officer upon whom an allegation of misconduct has come to the attention of such supervisory or command personnel, the purpose of which meeting is to mediate a citizen complaint or discuss the facts to determine whether a formal investigation should be commenced.
- (c) "Formal investigation" means the process of investigation ordered by a commanding officer during which the questioning of an officer is intended to gather evidence of misconduct which may be the basis for filing charges seeking his or her removal, discharge or suspension in excess of 3 days.
- (d) "Interrogation" means the questioning of an officer pursuant to the formal investigation procedures of the respective State agency or local governmental unit in connection with an alleged violation of such agency's or unit's rules which may be the basis for filing charges seeking his or her suspension, removal, or discharge. The term does not include questioning (1) as part of an informal inquiry or (2) relating to minor infractions of agency rules which may be noted on the officer's record but which may not in themselves result in removal, discharge or suspension in excess of 3 days.
- (e) "Administrative proceeding" means any non-judicial hearing which is authorized to recommend, approve or order the suspension, removal, or discharge of an officer.

Sec. 3. Whenever an officer is subjected to an interrogation within the meaning of this Act, the interrogation shall be conducted pursuant to Sections 3.1 through 3.11 of this Act.

Sec. 3.1. The interrogation shall take place at the facility to which the investigating officer is assigned, or at the precinct or police facility which has jurisdiction over the place where the incident under investigation allegedly occurred, as designated by the investigating officer.

Sec. 3.2. No officer shall be subjected to interrogation without first being informed in writing of the nature of the investigation. If an administrative proceeding is instituted, the officer shall be informed beforehand of the names of all complainants. The information shall be sufficient as to reasonably apprise the officer of the nature of the investigation.

Sec. 3.3. All interrogations shall be conducted at a reasonable time of day. Whenever the nature of the alleged incident and operational requirements permit, interrogations shall be conducted during the time when the officer is on duty.

Sec. 3.4. The officer under investigation shall be informed of the name, rank and unit or command of the officer in charge of the investigation, the interrogators, and all persons present during any interrogation except at a public administrative proceeding.

Sec. 3.5. Interrogation sessions shall be of reasonable duration and shall permit the officer interrogated reasonable periods for rest and personal necessities.

Sec. 3.6. The officer being interrogated shall not be subjected to professional or personal abuse, including offensive language.

Sec. 3.7. A complete record of any interrogation shall be made, and a complete transcript or copy shall be made available to the officer under investigation without charge and without undue delay. Such record may be electronically recorded.

Sec. 3.8. Admissions; counsel; verified complaint.

- (a) No officer shall be interrogated without first being advised in writing that admissions made in the course of the interrogation may be used as evidence of misconduct or as the basis for charges seeking suspension, removal, or discharge; and without first being advised in writing that he or she has the right to counsel of his or her choosing who may be present to advise him or her at any stage of any interrogation.
- (b) Anyone filing a complaint against a sworn peace officer must have the complaint supported by a sworn affidavit.

Sec. 3.9. The officer under investigation shall have the right to be represented by counsel of his or her choosing and may request counsel at any time before or during interrogation. When such request for counsel is made, no interrogation shall proceed until reasonable time and opportunity are provided the officer to obtain counsel.

If a collective bargaining agreement requires the presence of a representative of the collective bargaining unit during investigations, such representative shall be present during the interrogation, unless this requirement is waived by the officer being interrogated.

Sec. 3.10. Admissions or confessions obtained during the course of any interrogation not conducted in accordance with this Act may not be utilized in any subsequent disciplinary proceeding against the officer.

Sec. 3.11. In the course of any interrogation no officer shall be required to submit to a polygraph test, or any other test questioning by means of any chemical substance, except with the officer's express written consent. Refusal to submit to such tests shall not result in any disciplinary action nor shall such refusal be made part of his or her record.

Sec. 4. The rights of officers in disciplinary procedures set forth under this Act shall not diminish the rights and privileges of officers that are guaranteed to all citizens by the Constitution and laws of the United States and of the State of Illinois.

Sec. 5. This Act does not apply to any officer charged with violating any provisions of the Criminal Code of 1961, or any other federal, State, or local criminal law.

Sec. 6. The provisions of this Act apply only to the extent there is no collective bargaining agreement currently in effect dealing with the subject matter of this Act.

Sec. 7. No officer shall be discharged, disciplined, demoted, denied promotion or seniority, transferred, reassigned or otherwise discriminated against in regard to his or her employment, or be threatened with any such treatment as retaliation for or by reason of his or her exercise of the rights granted by this Act.



APPENDIX D
BASIC TRAINING AGREEMENT

1115 Crystal Lake Road
Lake in the Hills, IL 60156

(847) 658-5676

Fax: (847) 960-7552

www.lith.org

Basic Training Agreement

This Agreement is entered into between the VILLAGE OF LAKE IN THE HILLS ("Village") and _____ ("Officer") on the ### day of ###, ####

WHEREAS, the Village has hired the Officer, and the Officer has agreed to serve on the Village's Police Department; and

WHEREAS, the Village has agreed to pay the costs of sending the Officer to basic training schools, if applicable, and to furnish the Officer with uniforms; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Village and Officer agree as follows:

1. The Officer agrees to serve as a Police Officer on the Village Police Department for a period of twenty-four (24) months from the date of this agreement.
2. Should the Officer voluntarily leave the Village Police Department any time prior to the twenty-four (24) months from the date of this Agreement, for reasons within his/her control, the Officer agrees to reimburse the Village according to the following formula for the costs incurred by the Village in sending the Officer to the Basic Law Enforcement Training Class, if applicable, as well as the cost for the uniforms provided.

Formula

For every month that the Officer leaves prior to serving twenty-four (24) months on the Village Police Department, the Officer shall pay to the Village one-twenty-fourth (1/24th) of the total amount expended by the Village for the Officer's training at the Basic Training Class, if applicable, and for the uniforms furnished.

3. Resignation of the Officer, for whatever reason, shall be prima facia evidence that the Officer left voluntarily.
4. This agreement shall be binding on the heirs, executors, and administrators of the Officer and on the assignments of the Village should the Village choose to pursue.
5. All claims, disputes, and other matters in question between the Officer and the Village arising out of or relating to this agreement shall be decided by arbitration in accordance with the rules of the American Arbitration Association.

Deputy Chief of Police

Employee

APPENDIX E
SPECIALIZED TRAINING AGREEMENT



1115 Crystal Lake Road
Lake in the Hills, IL 60156

(847) 658-5676
Fax: (847) 960-7552
www.lith.org

Specialized Training Agreement

General Description of Specialized training: _____
Tuition and Travel expenses: _____

This Agreement is entered into between the VILLAGE OF LAKE IN THE HILLS ("Village") and
_____ ("Officer") on the _____ day of
_____,
20__.

WHEREAS, the undersigned employee (hereafter "employee") is employed to work for the Village of Lake in the Hills, and

WHEREAS, some specialized schools are important for specialized jobs within the Department, and

WHEREAS, employee understands that the Village would not provide and pay for this specialized training unless the employee intended to continue to work for the Village after the successful completion of this specialized training, and

WHEREAS, employee understands and agrees that the specialized training is costly and expensive, and that such specialized training will provide the employee with the special training necessary to allow the employee to advance his/her employment with the Village of Lake in the Hills, and

WHEREAS, the employee desires to participate in such specialized training, and the Village is willing to pay for employee's specialized training, on the condition that the employee agrees to reimburse the Village for the Village's costs and other related fees and expenses as set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises and benefits stated herein, and in consideration of the Village's agreement to pay for the employee's specialized training, the employee agrees to reimburse the Village according to the following formula subject to the following terms and conditions:

1. The employee voluntarily resigns from employment, for reasons within their control, with the Village during the two-year period after successful completion of the specialized training.
2. The employee is terminated from employment by the Village for cause during the two-year period after successful completion of the specialized training.

Formula

For every month that the employee leaves prior to serving twenty-four (24) months on the Village Police Department, the employee shall pay to the Village one-twenty-fourth (1/24th) of the total amount expended by the Village for the specialized training.

1. Resignation of the employee for whatever reason shall be prima facia evidence that the employee left voluntarily.
2. This agreement shall be binding on the heirs, executors, and administrators of the employee and on the assignments of the Village should the Village choose to pursue.
3. All claims, disputes, and other matters in question between the employee and the Village arising out of or relating to this agreement shall be decided by arbitration in accordance with the rules of the American Arbitration Association.

Chief of Police

Employee

APPENDIX F BODY CAMERA LETTER OF UNDERSTANDING

This Letter of Understanding is entered into between the Village of Lake in the Hills ("Village") and the Metropolitan Alliance of Police Chapter #90 ("Union").

Whereas, the Village has expressed its intent to mandate officers to be video and audio recorded through the use of a body camera in a variety of circumstances;

Whereas, the Union has demanded impacts and effects bargaining over the surveillance of its members;

Whereas, the parties initiated bargaining over impacts and effects on January 25, 2021;

Now therefore, in consideration of the foregoing, the parties hereto agree as follows:

An officer will be given notice prior to him or her being the subject to Village controlled surveillance via the use of a body camera worn by that officer. An officer is generally expected to understand the policy as to when an officer's body camera should be recording, without additional notification. However, if there is a body camera that is able to be turned on remotely, the officer will be alerted prior to the surveillance beginning and once it has concluded. Except in cases where the failure to notify the officer is a result of equipment malfunction or otherwise not attributable to the conduct of the Village, failure to do so will automatically bar the surveillance from being introduced in a disciplinary proceeding against that officer.

If the Village is in possession or control of relevant surveillance received through the use of a body camera of an officer, prior to the officer submitting to Interrogation, as defined in Section 2(c) of the Uniform Peace Officers Disciplinary Act (50 ILCS 725/1 *et seq.*), regarding the subject matter observed in the surveillance, the Village will give the officer notice of the existence of said surveillance material(s). The Village will allow the officer and Union a reasonable opportunity to observe the body camera surveillance materials prior to the end of the Interrogation. An admission or confession obtained from an Interrogation where such notice and opportunity to view were not provided is inadmissible in a disciplinary hearing; the admissibility of the actual surveillance evidence will be left to the trier of fact.

Surveillance via the body camera of an officer will not be used as the sole basis to initiate an investigation against an officer, excepting regular safety or spot check reviews. By way of example, a supervisor will not review surveillance for the purpose of trying to identify employee infractions, but if a supervisor is conducting a regular safety or spot check review, an apparent infraction may be investigated further. Generally, surveillance is meant to confirm or deny allegations (whether administrative, civil, or criminal in nature) made against an officer, but it is also proper for the Village to use surveillance for purpose of quality control (regular safety and spot checks). However, such quality control surveillance review will only be conducted by members of the management team holding the rank of Sergeant or higher.

In addition to the terms of this Letter of Understanding, the use of body cameras will comply with and be superseded by all applicable law, as may be amended from *time* to time. Any dispute or claim of a violation arising under this Letter of Understanding shall be resolved through the grievance provisions contained in the parties' Collective Bargaining Agreement.

This Letter of Understanding will be effective as of the date it is executed by all of the duly authorized representatives of the parties below, and shall become an Appendix to the Collective Bargaining Agreement between the parties, understanding that nothing herein shall make the Village's body camera policy a mandatory subject or bargaining or otherwise affect management rights. Similarly, nothing herein shall affect the Union's ability to seek impacts and effects bargaining for any subsequent changes in the Village's policy or the law regarding body cameras.

The parties acknowledge that the signatures below represent official approval by the Village's appropriate authority and ratification by the Chapter's membership and Union's President.



Metropolitan Alliance of Police Chapter #90

By: Keith A. George

Its: PRESIDENT

Date: 5/24/2021



Village of Lake in the Hills

By: Police Chief David Brey

Date: 5/24/2021

APPENDIX G
SIDE LETTER OF AGREEMENT
DRUG TESTING FOLLOWING OFFICER INVOLVED SHOOTINGS

The Village of Lake in the Hills ("Village"), the Metropolitan Alliance of Police Lake in the Hills Police Chapter #90, referred to herein as the ("Union") hereby agree to the following policy to be implemented in accordance with 50 ILCS727/1-25:

1. The Union agrees that its members shall be required to abide by the Village's Policy regarding "Officer Involved Shooting and Death" 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 50 ILCS727/1-25 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 provisions of the collective bargaining agreement regarding drug testing and standards for discipline shall regulate the drug testing procedures and the consequences for any positive drug test results.

4. The parties agree that any drug or alcohol test required pursuant to this Agreement shall be considered a compelled, non-voluntary drug or alcohol test under threat of disciplinary action. Such testing shall only be done by urinalysis or breathalyzer, if an officer is physically able and conscious to provide such a sample. Blood tests shall only be administered with a warrant, or when an officer is physically unable and unconscious to provide such a sample. This does not limit the Village's right to obtain test results via other available legal process.

Village of Lake in the Hills, Illinois

By: A L d

By: = c)

Date: 5-11-21

Date: • 27c.---Z)

**APPENDIX H
SETTLEMENT AGREEMENT
BETWEEN THE VILLAGE OF LAKE IN THE HILLS
AND METROPOLITAN ALLIANCE OF POLICE CHAPTER 90
REGARDING GRIEVANCE NO. 02/19 -RETRO PAID LUNCH BREAKS**

This Settlement Agreement is entered into between the Village of Lake in the Hills, Illinois, and Metropolitan Alliance of Police Chapter 90 (the "Union"). The terms of this Settlement Agreement are described in the paragraphs that follow:

As a result of successful negotiations, and in order to foster sound employer-employee relations and resolve all pending matters, the parties have agreed to dispose of Grievance No. 02/19, regarding retroactive pay for lunch breaks pertaining to the Collective Bargaining Agreement effective May 1, 2018-April 30, 2021.

Each sworn officer currently within the Union's bargaining unit who was actively employed full-time, regularly working the 12 hour shift schedule as of December 10, 2019, shall receive 24 additional hours of personal time in 2021 only, to be used in 2021, and otherwise subject to all rules regarding scheduling and use of personal time.

In exchange for certain considerations made during collective bargaining and revised contract language, which will moot a similar grievance in the future, and in order to avoid the time and cost of a hearing and to foster positive relations between the parties, the Union has agreed that it will withdraw, with prejudice, Grievance No. 02/19, regarding retroactive pay for lunch breaks. As a result of the parties' agreement, there will be no outstanding grievances, arbitrations, or charges brought through the Illinois Labor Relations Board regarding retroactive pay for lunch breaks.

AGREED between the parties:

VILLAGE OF LAKE IN THE HILLS

**METROPOLITAN ALLIANCE OF POLICE,
CHAPTER 90**

By: 

By: 

Date: 5/26/2021

Date: 5/26/21