

# **AGREEMENT**

**Between**

**The Metropolitan Alliance of Police  
and  
The Village of North Aurora  
Covering North Aurora Police Officers**

**June 1, 2022 through May 31, 2025**

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## INTRODUCTION

This Agreement is voluntarily entered into by and between the Village of North Aurora, Kane County, Illinois, hereinafter referred to as the "Village" and the Metropolitan Alliance of Police, hereinafter referred to, as the "Union," as the exclusive Collective Bargaining Agent for the employees of the Village of North Aurora who are described in the Collective Bargaining Unit described herein.

## PREAMBLE

The Union, having been certified by the Illinois Labor Relations Board as the exclusive Collective Bargaining Agent for all full-time Sworn Police Officers below the rank of Sergeant employed by the Village, and the Village, having voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting certain relations between them, and the intention of the parties to this Agreement being to provide for the appropriate wage structure, hours of employment, working conditions and benefits, and orderly and expeditious Grievance Procedure, all as set forth herein, the parties therefore agree to the following:

## ARTICLE I - RECOGNITION & INTRODUCTORY CLAUSES

**1.1 Recognition** The Village recognizes the Union as the sole and exclusive Bargaining Agent for all full-time Sworn Police Officers below the rank of Sergeant. Excluded from coverage of this Agreement are the following: all sworn peace officers in the rank of sergeant and above; all other employees of the Village of North Aurora's police department; all non-sworn employees of the Village of North Aurora; elected officials of the Village of North Aurora; and all supervisory, managerial or confidential employees within the meaning of the Act employed by the Village of North Aurora.

**1.2 Membership** As used herein, the term "Sworn Police Officers" shall refer to all those persons included in the Collective Bargaining Unit described above.

**1.3 Fair Application of Rules** Work rules, policies, orders and directives are to be interpreted and applied fairly to all employees.

## **ARTICLE II - MANAGEMENT RIGHTS**

### **2.1 Rights of Employer**

Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, including, but not limited to the right to make and implement decisions with respect to the following matters without having to negotiate over such decisions or the effects of such decisions: to establish, plan, direct, control and determine the budget and all the operations, services, policies and missions of the Village to supervise and direct the working forces; to establish the qualifications for employment and job positions and to employ employees; to determine examination criteria and techniques and to conduct examinations; to schedule and assign work, to assign, transfer and reassign employees; to establish specialty positions and to select personnel to fill them; to establish work, performance and productivity standards and, from time to time, to change those standards; to assign overtime; to purchase or contract out for goods and services; to determine the methods, means, organization and number of personnel such operations and services shall be made or purchased, to make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to evaluate promote or demote employees; to establish reasonable physical and mental standards for employees; to determine whether work and/or services are to be provided by employees covered by this Agreement (including which employees) or by other employees or persons not covered by this Agreement; to discipline, suspend and discharge non-probationary employees for just cause (probationary-employees without cause), to change or eliminate existing methods, equipment or facilities or introduce new ones; to determine the policies affecting the training of employees, to determine training needs and assign employees to training; to determine work hours (shift hours), to establish, change, add to or reduce the number of hours, shifts, tours of duty and schedules to be worked; to adopt change or modify work rules; to determine internal investigation procedures, to do all things expressly granted and reserved exclusively to the Village under Illinois Compiled Statutes 5 ILCS 315/4 or as modified, to take any and all actions as may be necessary to carry out the mission of the Village and the Police Department in the event of civil emergency as may be declared by the Village president, Chief of Police, or their authorized designees, which may include, but not be limited to, riots, civil disorders, tornado conditions, floods or other catastrophes. In the event of such emergency action, the provisions of this Agreement, other than compensation provision, may be suspended, if necessary, provided that all provisions of this Agreement shall be immediately reinstated once the local disaster or emergency condition ceases to exist, and to carry out the mission of the Village.

## **ARTICLE III - NO STRIKES, NO LOCKOUTS**

### **3.1 No Strike/Lockout Commitment**

Neither the Metropolitan Alliance of Police, Metropolitan Alliance of Police Officers or any member Police Officer shall call, institute, authorize, participate in, sanction, encourage or ratify any strike, work stoppage or other concerted refusal to perform duties by any Officer or Officer group, or other concerted interference with, in whole or in part, the full, faithful and proper performance of the duties of employment with Employer. Members shall not refuse to cross any picket line, by whomever established.

### **3.2 Resumption of Operations**

In the event of an action prohibited by §1 of this Article, the Metropolitan Alliance of Police and its member Officers of the North Aurora Police Department shall immediately disavow such action and direct, both orally and in writing, that member Police Officers return to work without delay and shall use its best efforts to achieve a prompt resumption of normal operations. The Metropolitan Alliance of Police shall not incur liability for any damages, direct or indirect, upon complying with the requirements of this section.

### **3.3 No Lockout**

The Village will not lock out any Employees during the term of this Agreement as a result of a labor dispute with the Union.

### **3.4 Judicial Restraint**

Nothing contained herein shall preclude the Village, or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

### **3.5 Discipline of Strikers**

Any member who violates the provisions of this Article shall be subject to immediate discharge. Any action taken by the Employer against any member who participates in actions prohibited by §1 of this Article shall not be considered as a violation of this Agreement and shall not be subject to the agreed upon grievance procedure in Article VI of this Agreement; except that the issue of whether a member Police Officer in fact participated in a prohibited action under §1 of this Article shall be subject to the agreed grievance procedure in Article VI of this Agreement. In no case shall any Officer or Steward of the Union be disciplined for the failure of any or all employees to obey their directives pursuant to §2 of this Article.

## **ARTICLE IV - UNION/VILLAGE RELATIONS**

### **4.1 Bulletin Board**

A Union Bulletin Board of reasonable size shall be available for use in an area of the Police Department agreeable to the parties. Such Bulletin Board shall be available for the posting of notices and materials relating to Union activities. Such materials shall be identified with the name of the Union and shall be signed or otherwise authenticated by an appropriate officer or representative thereof. Such materials shall not be derogatory of any person associated with the Village and shall not include items which are primarily endorsements of candidates for political office (other than offices of the Union).

### **4.2 Public Information**

The Village shall make available to the Union, upon written request, normal and usual public information, including relevant financial data and statistics which are pertinent to the conduct of negotiations, the processing of grievances; or the enforcement of the terms of this Agreement. Such materials shall be provided within ten (10) working days, wherever possible, following a written request of the Union. If unable to provide such materials within ten (10) working days, the Village shall advise the Union of its need for additional time and the Union agrees that, within reason, additional time maybe granted. The Village shall not be obligated hereunder to research or compile data or to provide the same information more than once.

### **4.3 No Discrimination**

Neither the Village nor the Union shall discriminate against any employee because of race, creed, color, national origin, sex, or physical or emotional disability as defined by the Americans with Disabilities Act, or Union activities.

### **4.4 Dues Check Off**

Upon receipt of proper written authorization from a police officer, the Employer shall deduct each month's Union dues in the amount certified by the Treasurer of the Union from the pay of such police officer covered by this Agreement from the first two paychecks each month. Such money shall be submitted to the Metropolitan Alliance of Police within fifteen (15) days after the deductions have been made. The Union shall advise the Employer of any increase in dues in writing, at least thirty (30) days prior to its effective date. A copy of the authorization form is attached hereto as Appendix C.

### **4.5 Indemnification**

The Metropolitan Alliance of Police shall indemnify, defend 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.

#### **4.6 Union Representatives and Visitation**

The Village recognizes the right of the Union to elect, appoint, or otherwise name up to four (4) Sworn North Aurora Police Officers as Chapter representatives of the Union. The names of these four (4) Union representatives, along with their designated titles, shall be provided to the North Aurora Chief of Police or his designee immediately upon the conclusion of the negotiation of this Agreement, or at such other time as the identities of the four North Aurora Chapter Officers becomes known. Any subsequent changes in the names or titles of these Union representatives shall also be provided to the Chief of Police or his designee as such changes occur.

These Union representatives shall be deemed to be the Union's official on-site spokespersons. However, these on-site Union representatives shall not conduct Union business during regular working hours except with the permission of the Chief of Police or his designee or except in the carrying out of certain time-sensitive functions such as Grievance handling or the resolution of disputes between the Village and Union members.

Members of the bargaining unit selected to serve, as authorized representatives of the Metropolitan Alliance of Police shall be certified in writing to the Employer. Each representative will be expected to perform his duties as representative on his own time, however, it is recognized that, from time to time, it will be necessary for the Union to carry on its activities during working hours; for example, investigation and processing of complaints, disputes and grievances as well as Labor Management meetings and/or negotiations. Where such activities are necessarily or reasonably to be performed during working hours, they may be done without loss of pay (i.e. "on duty") to the representative involved, provided that the representative obtains permission from the Chief of Police or his designee unless emergency circumstances, i.e., officer involved shooting or similar situation, requiring immediate action. On-duty activities will be limited to one (1) member at any one time and that member will remain in an available and on call status should the need arise.

As many as four (4) members may participate in negotiating sessions, but only one shall be paid at any given time, without interfering with normal Police Department duties. Generally, the four (4) North Aurora Police Officers who participate in contract negotiations shall be the same individuals who are Chapter Officers of the Union.

## **ARTICLE V - DISCIPLINARY INVESTIGATION PROCEDURES**

### **5.1 Police Officers' Bill Of Rights**

The Village agrees to abide by the Uniform Peace Officers' Disciplinary Act, (50 ILCS 725/1), commonly known as the Police Officers' Bill Of Rights. In the event a Sworn Police Officer covered by this Agreement has reason to believe that the Village has violated the Uniform Peace Officers' Disciplinary Act, he or she will have the opportunity of filing a Grievance under the terms of this Agreement or, separately, filing an action in a court of law. The Village further agrees to abide by all applicable legal requirements, under appropriate State and Federal legislation concerning the right of employees to refuse to submit to oral or written investigatory interviews without Union representation where the employee reasonably believes that such interviews might result in disciplinary action. The Uniform Peace Officers' Disciplinary Act is hereby incorporated by reference and attached to this Agreement as Appendix A.

Pursuant to the Uniform Peace Officers' Disciplinary Act (50 ILCS 725/1), the term "affidavit" as described in §3.8(b) of the Act shall mean an affidavit sworn and subscribed to by an eyewitness with actual and personal knowledge of the event complained of.

Nothing in this section is intended to or should be construed to waive employees' right to Union representation during questioning that the employees reasonably believe may lead to discipline. Employees shall have such rights as set forth in the United States Supreme Court decision in *NLRB V. Weingarten*, 420 U.S. 251 (1975) and Department of Central Management Services and Corrections (Morgan) decision I PERI par. 2020 (1SLRB, 1986)

### **5.2 Disciplinary Publicity**

The Employer shall not cause employees being questioned to be subjected to visits by the press or news media, nor shall their home address or photograph be given to the press or news media without the employee's express written consent or as it may be required by law.

### **5.3 Investigation Time Limits**

All Village and/or Police Department investigations of North Aurora Police Officers who are accused of misconduct or violations of Village ordinances or Police Department rules and regulations shall be limited to sixty (60) calendar days from the dates such investigations are initiated to the dates that charges are formally filed or such investigations are terminated without charges being filed. At the end of sixty (60) days, any investigatory findings shall be disclosed to the Officer under investigation. However, the sixty (60) day time limit may be extended on a day-for-day basis to reflect any days that the Officer under investigation was not working for reasons of absenteeism, vacation, sickness, disability, bereavement or other normally recognized reasons for absence.

## **ARTICLE VI - GRIEVANCE PROCEDURE**

### **6.1 Purpose and Filing Deadlines**

It is the purpose of this Grievance Procedure to resolve as promptly and as expeditiously as possible any allegations by the Union and/or its members of any misinterpretation of misapplication of the terms of this Agreement. Any Grievance filed under the terms of this Article must be initiated not later than ten (10) working days after the occurrence of the event that prompts the Grievance, the Officer or Union reasonably becomes aware or, if the Grievance describes an ongoing situation, it must be filed not later than ten (10) working days after the underlying situation becomes known to either the Union or the member or members who file the Grievance.

### **6.2 Definitions**

- (1) Grievance shall mean an allegation by the Union or by an affected member that there has been a violation, misinterpretation or misapplication of any provision of this Agreement;
- (2) Any employee covered by this Agreement may be represented by a Union official, staff representative, on-site representative or attorney at any meeting, hearing, or appeal relating to a Grievance, which has been formally presented;
- (3) The President of the Union or the appropriate designee shall be advised of any meeting, hearing or appeal relating to a Grievance which has been formally presented and a representative of the Union shall have the right to attend and participate in any such meeting, hearing or appeal;
- (4) The failure of the Grievant to act on any Grievance within the prescribed time limits articulated elsewhere in this Article will act as a bar to any further appeal within this Grievance Procedure. If the Village's designated representative shall neglect to proceed to render a decision within the time limits, the Grievance may be advanced to the next step of the Grievance Procedure. Time limits, may, however, be extended by mutual agreement;
- (5) The term "Working Days," as it applies to the Grievance Procedure described in this Agreement, shall mean Monday through Friday excluding weekends and Village Holidays.

### **6.3 Procedures**

The party asserting a Grievance shall attempt to resolve the problem through informal communication with the immediate supervisor.

**STEP 1.** If the informal process with the immediate supervisor shall fail to resolve the problem, the Grievance may be formally presented in writing to the appropriate Deputy Chief. The filing of the formal written Grievance at this step must be within ten (10) working days of the date of the occurrence giving rise to the Grievance or from the date when the Grievant might reasonably have become aware of the incident or situation that

results in the filing of the Grievance. Upon receipt of the formal written Grievance, the Deputy Chief will arrange for a meeting to be held within ten (10) working days to review the Grievance. The formal Grievance shall clearly identify all Grievants, summarize all relevant facts, identify all provisions of the Agreement allegedly violated, and describe the remedy which is requested. The Deputy Chief shall provide a written answer to the Grievant

(with a copy to the Union if the Union is not the Grievant) within ten (10) working days, of the meeting. The answer shall include the reasons for any decision contained in the Village's response to the Grievance;

**STEP 2.** If the Grievance is not resolved at the preceding step, the Union may refer it to the Chief of Police or his designee by filing the same in writing within ten (10) working days of receipt of the answer from the previous Deputy Chief level. The Chief of Police or his designee will arrange for a meeting to be held within the ten (10) working days of such referral to review, the Grievance. Each party shall have the right to include in its presentation such witnesses as it deems necessary to develop facts pertinent to the Grievance. A written answer, including reason(s), shall be provided to the Grievant within ten (10) working days of the meeting provided for in this paragraph. In the event the Grievance arises from a decision or action made by the Chief of Police the Grievance may be initiated at Step 3 of this Article provided the time limits set forth in Step I of this Article are adhered to;

**STEP 3.** If the Grievance is not resolved at the preceding step, the Union may refer it to the Village President or the Village President's designee by filing the same in writing within ten (10) working days of receipt of the answer from the previous Chief of Police level. The Village President or his designee will arrange for a meeting to be held within the ten (10) working days of such referral to review the Grievance. Each party shall have the right to include in its presentation such witnesses as it deems necessary to develop facts pertinent to the Grievance. A written answer, including reason(s), shall be provided to the Grievant within ten (10) working days of the meeting provided for in this paragraph. In the event the Grievance arises from a decision or action made by the Village President or Board of Trustees, the Grievance may be initiated at Step 3 provided the time limits set forth in Step I are adhered to;

**STEP 4.** If the Grievance is not resolved at the Village President level, the Union may submit it to binding arbitration, provided written notice indicating such is filed with the Village President's office within ten (10) working days of the answer rendered by the Village President's office, or if no answer is filed, within ten (10) working days of the last day on which such answer was due. The Union shall promptly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators, all of whom shall be members in good standing of the National Academy of Arbitrators. Upon receipt of the panel, the party requesting arbitration will make the first strike and the parties will alternately strike thereafter, and the person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one panel of arbitrators in its entirety and request that a new panel be submitted. If a second panel is requested by either party, the party rejecting the panel shall bear the entire cost for the second panel.

In making his/her recommendation, the Arbitrator shall not add to or enlarge upon this Agreement and any suggested remedy, if appropriate, shall conform to Illinois law. The fees and expenses of the Arbitrator and the Federal Mediation and Conciliation Services shall be shared equally by the Village and the Union. The parties likewise shall share the expenses of any transcripts which they may jointly request, but all other expenses which may be incurred by either party shall be borne by that party;

## **ARTICLE VII - DISCIPLINE AND DISMISSAL**

### **7.1 Employee Security**

Disciplinary action (oral reprimand, written reprimand, suspension or discharge) may only be imposed on an employee for just cause. The Village shall ordinarily follow the tenets of progressive discipline unless the facts and circumstances of the case require otherwise.

### **7.2 Performance Evaluation & Discipline**

Any officer undergoing a performance evaluation shall have the opportunity of indicating his or her approval or disapproval of the evaluation by marking an appropriate "Approval" or "No Approval" box on the evaluation form and placing his or her signature near the box. Discipline resulting from the performance evaluation process may only be imposed after following the procedures of Article V. An officer questioning his or her evaluation shall have the opportunity to meet with the supervisor conducting the evaluation.

### **7.3 Access to Personnel Files**

Personnel files kept by the Village on all full-time Sworn Police Officers shall be made available pursuant to the Illinois Personnel Record Review Act, 820 ILCS 40/ *et seq.*

### **7.4 Removal of Information from Personnel Files**

Individual Officers shall have the right to have any derogatory or negative information about themselves purged and removed from their personnel files if (1) it is the result of an oral reprimand, (2) the oral reprimand is at least twelve (12) months old and (3) any offenses, errors, infractions or violations described in the oral reprimand have not been repeated in the ensuing twelve (12) months. Individual Officers shall have the right to have any derogatory or negative information about themselves purged and removed from their personnel files if (1) it is the result of a written reprimand, (2) the information is at least twenty-four (24) months old and (3) any offenses, errors, infractions or violations described in these personnel file materials have not been repeated in the ensuing twenty-four (24) months. The Officer shall be responsible for the request to remove such material.

### **7.5 Disciplinary Sequence**

The typical disciplinary sequence for any employee covered by this Agreement shall be: (1) Verbal Warning; (2) Written Warning, with a copy to the employee's personnel file, (3) Suspension; (4) Dismissal.

Disciplinary action, up to and including termination of employment, shall be for a violation of a Village ordinance, or County or State or Federal law, or for a violation of Police Department policy or rules and regulations, so long as such rules and regulations have previously been reduced to writing and distributed to, posted or otherwise made available to

all full-time North Aurora Police Officers covered by this Agreement. Any such disciplinary action shall be administered in a timely and progressive manner except that suspension or dismissal may result as the first step in the disciplinary procedure depending on the circumstances and severity of the offense.

## **7.6 Disciplinary Appeals**

The parties agree that the Chief of Police (or the Chief's designee) shall have the right to suspend a non-probationary officer for up to thirty (30) days or dismiss a non-probationary officer for just cause, without filing charges with the Village Board of Police Commissioners. Neither the Police Chief nor the Village or their agents will file charges asking the Board of Police Commissioners to impose discipline on a non-probationary bargaining unit employee; instead, all such discipline shall be imposed by the Chief or his designee. The decision of the Police Chief or Chief's designee with respect to the suspension or dismissal action shall be deemed final, subject only to the review of said decision through the grievance and arbitration procedure. The sole recourse for appealing any such decision by the Chief of Police shall be for the employee to file a grievance as described herein.

If the employee elects to file a grievance as to his or her suspension or dismissal, the grievance shall be processed in accordance with Article 6 of this Agreement, except that it shall be filed at Step 4 of the procedure. If the grievance proceeds to arbitration and the arbitrator determines that the disciplinary action was not supported by just cause the arbitrator shall have the authority to rescind or to modify the disciplinary action and order back pay, or a portion thereof. No relief shall be available from the Board of Police Commissioners with respect to any matter which is subject to the grievance and arbitration procedure set forth in Article 6 of this Agreement. Any appeal of an arbitrator's award shall be in accordance with the provisions of the Uniform Arbitration Act as provided in Section 8 of the IPLRA.

Pursuant to Section 15 of the IPLRA and 65 ILCS § 10-2.1-17, the parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Agreement, and the foregoing provisions with respect to the appeal and review of the suspension or discharge decisions shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be the Rules and Regulations of the Village Board of Police Commissioners, which is divested of jurisdiction to hear disciplinary matters involving bargaining unit members.

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

A suspension day shall be one calendar day.

## **ARTICLE VIII – SENIORITY**

### **8.1 Definition of Seniority**

The Village and the Union recognize that the Police Department seniority shall date from the employee's earliest date of continuous service as a full-time Sworn North Aurora Police Officers.

Pursuant to the terms of this Article, Police Department seniority shall be utilized to determine the status of individual Police Officers in matters of reduction in force, vacation, shift scheduling, days off selection and opportunities to work overtime as well as such other matters that may arise from time to time and which may require a fair and equitable means of choosing one employee over another. Police Department seniority shall also be a consideration for transfers, promotions, opportunities to bid for specific assignments and training opportunities. However, in all cases, the seniority rights of full-time Sworn North Aurora Police officers who have successfully completed their probationary periods shall take precedence over any seniority rights deemed to be held by part-time Officers, temporary Officers, retired Officers who have returned to work on a part-time basis, and any other employees who are not full-time sworn North Aurora Police Officers.

### **8.2 Hiring Date Conflicts**

In the event that more than one employee covered by this Agreement has the same date of hire, seniority of the employees involved shall be resolved based on the order in which their names first appeared on the Village and/or Police Department eligibility list, with the earliest name appearing on the list being the most senior Officer.

### **8.3 Seniority List**

The Village agrees to prepare a Seniority List on an annual basis, not later than December 31st of each year, and to provide the Union with a copy of such list, which the Union may then post on its Union bulletin board. In the event of errors or disputes over names or dates appearing on the Seniority List, the Union will call these matters to the attention of the Village as they arise. As new Sworn Police Officers are hired or as others leave the employ of the Village, their names shall be added to or removed from the Seniority List not later than thirty (30) days from the date of such changes. The Village agrees to provide the Union with such updated Seniority Lists as they become available.

### **8.4 Probationary Period Seniority**

All newly hired Sworn Police Officers shall be considered probationary employees until they successfully complete a probationary period of eighteen (18) months from the date of hire. Seniority among probationary Officers shall not apply until after they complete their probationary period.



## **8.5 Seniority and Reduction in Force**

All full-time Sworn Police Officers in the employ of the Village as of the date of January 22, 2007 shall be exempt from any reduction in force during the term of this Agreement. The Village agrees that any such reduction in force shall apply only to those full-time Sworn Police Officers hired after January 22, 2007. Further, the Village agrees that no full-time Sworn Police Officer shall be laid off due to a reduction in force until after all part-time, temporary and/or auxiliary Officers have been laid off or terminated. Additionally, if a reduction in force does become necessary, it shall be implemented following the principle of reverse seniority, meaning the last full-time Sworn Police Officer hired shall be the first to be laid off or terminated.

Further, any Officers removed from the force as a result of this procedure shall be subject to recall for a period of two (2) years before any new employees are hired to replace them.

## **8.6 Accrual and Non-Accrual of Seniority**

Seniority shall accrue on a continuous basis following the eighteen (18) month probationary period and shall be a factor in Departmental decisions as depicted in Article VIII of this Agreement. Seniority shall not accrue during any periods in which an Officer is on an unpaid authorized leave of absence or an unpaid disciplinary suspension in excess of thirty (30) days. However, seniority shall continue to accrue during any sick leave or disability leave that an employee may experience, provided that such leave does not exceed twelve (12) months. After twelve (12) months of continuous sick leave or continuous disability leave, employees shall not continue to accrue seniority. However, any seniority such employees have accrued up to that point shall continue to be carried by the Village in their names. Further, any employees who return to work as full-time Sworn Police Officers following extended sick leaves or extended disability leaves shall be entitled to claim and exercise all Police Department seniority they have accumulated up to the point that their seniority ceased to accrue and, upon their return to active duty, the seniority of such employees shall once again continue to accrue.

Seniority shall be terminated whenever an employee resigns, is discharged for cause, retires, or has been laid off during a reduction in force and not called back for two (2) years.

## **8.7 Seniority Based Vacation Scheduling**

Wherever possible, vacation periods shall be selected and scheduled prior to November 30th of each year for vacations that will be taken later in the following year. Vacations shall be selected and scheduled based on seniority within the Police Department and the bargaining unit. Additionally, consideration for vacation scheduling shall include the shift assignment of the Officer. If the vacation time is taken in split segments, the first segment is picked by seniority and the second segment is picked after those less senior have had the opportunity to select a vacation segment.

## **8.8 Seniority, Shift Scheduling and Days Off**

Pursuant to Article VIII of this Agreement, the Village agrees that seniority shall be the determining factor in allowing Officers to bid on or otherwise select the shifts they will work and the days they will be off.

## **8.9 Seniority and Overtime**

Scheduled overtime assignments shall be based on Police Department seniority utilizing the Seniority List described in Article VIII §3, by utilizing a "sign up" sheet and Sergeants will be eligible for this sign-up sheet, except if a particular level of training or expertise is required for a particular overtime assignment or detail, that assignment may be granted to an Officer or Sergeant of lesser seniority.

The scheduled overtime list shall be used in the following way. The first time overtime is available the Chief or his designee will call the top Officer (or Sergeant) on the list. If he or she does not answer the Chief will continue down the list until an Officer is found that can work. After the overtime is worked, the Officer's name will be placed at the bottom of the list. From that time on when there is a scheduled overtime the Chief will start from the top of the list going down regardless of seniority, and then place the working Officer at the bottom of the list.

In the event of unscheduled overtime (i.e., sick call for a particular shift) the following procedure shall be followed:

(1) Upon receipt of a sick call, the Supervisor shall call each Officer using the aforementioned seniority/overtime list. Only one (1) call is required to each Officer to a telephone number provided by the Officer whether he/she answers or not. After the initial call is made, the Supervisor may immediately continue on to the next Officer;

(2) In the event the Supervisor is unable to reach an Officer utilizing the parameters set forth in No. 1 of Article VIII §9 the Supervisor shall then make a request to each currently working Officer at the time that the initial sick call was received, in the order that they appear on the scheduled overtime list.

(3) Should each Officer refuse that was contacted pursuant to No 2 of Article. VIII §9, Officer(s) in the order of reverse seniority, will be ordered to cover the respective shift. The officer that is ordered to work said unscheduled overtime shall remain on the seniority/overtime list and not be placed at the bottom of the list.

An Officer shall have the right to decline to work unscheduled overtime if another Officer of comparable training and skill levels is available and indicates a willingness to work the unscheduled overtime. Also, individual Officers who exercise their seniority rights in working either scheduled or unscheduled overtime shall be limited to a maximum of forty (40) hours of such overtime in any two-week pay period unless exigent circumstances exist as reasonably determined by the Chief of Police.

Nothing in this Agreement shall be construed as disallowing two (2) or more Officers from sharing an overtime shift.

Said seniority/overtime list shall not be used for details (i.e. Fox Tech, Tinseltown, etc.) or North Aurora Days.

The seniority/overtime list required by this Section 8.9 shall be maintained by the Union.

#### **8.10 Seniority and Rescheduling (Trading) of Shifts**

The Village agrees that regularly scheduled shifts and regularly scheduled days off may periodically be voluntarily traded between individual Officers without regard to seniority. In such instances, both Officers involved in a given shift trade must notify the Chief of Police or his designee of the starting time of the shift being traded. Also, such voluntary shift rescheduling must be reciprocal so that the Village will not be obligated to compensate either Officer at an overtime rate, unless the original shift being traded was to have been an overtime shift. Specifically, Sergeants and Patrol Officers may exchange back and forth and Investigators may work for Patrol Officers, in addition to Patrol Officers working for other Patrol Officers. Nothing in this Agreement shall prohibit the use of Compensatory Time to repay an Officer for working a shift.

## **ARTICLE IX - EMPLOYMENT PRACTICES & PROCEDURES**

### **9.1 Court Time Compensation**

The Village agrees that all full-time sworn police officers will be compensated for court appearances at the minimum rate of three (3) hours at the rate of one and one-half (1½) times the regular rate of pay or compensatory time, at the Officer's discretion. A four (4) hour minimum rate of pay at the rate of one and one-half (1½) times the regular rate of pay or compensatory time, at the Officer's discretion, for appearances at jury trials in which the Officer testifies. Officers shall receive two (2) hours at one and one-half (1½) their regular rate of pay per day as court readiness pay unless the officer is notified by 5:00 P.M. on the prior business day that he/she was scheduled to appear that his/her appearance will not be necessary.

Officers who have on duty court appearances that extend into the Officer's regular scheduled time off shall be compensated one and one-half (1½) times the regular pay or compensatory time, at the Officer's discretion, for the actual time held over past the end of their scheduled shift.

### **9.2 Pre-trial Conference Compensation**

The Village agrees that all full-time sworn police officers will be compensated for pre-trial conferences requested by the state's attorney office at the minimum rate of three (3) hours at the rate of one and one-half (1½) times the regular pay or compensatory time, at the Officer's discretion, for the following:

1. If the meeting is scheduled for a time which falls on the officer's regular day off.
2. Officers assigned to the midnight shift and have to appear during their scheduled time off.
3. Officers who have to appear two (2) hours or more before or after their scheduled shift.

Officers who have pre-trial conferences requested by the state's attorney office on a day they are scheduled to work will be compensated at the minimum rate of one (1) hour at the rate of one and one-half (1½) times the regular pay or compensatory time, at the Officer's discretion, if the conference is held within one (1) hour before or after their scheduled shift.

### **9.3 Call - In Compensation**

The Village agrees that any Officer who is called in at least one (1) hour prior to the start of a regularly scheduled shift, or who is called in on what would otherwise be a regularly scheduled day off, shall be compensated for a minimum of one (1) hour, to be paid at the normal overtime rate of pay or Compensatory Time, Officer's discretion, pursuant to §5 of this Article.

## **9.4 Residency Requirement**

The bargaining unit and the Village of North Aurora agree to a twenty-five (25) mile radius residency requirement from the corporate limits of North Aurora.

## **9.5 Uniforms**

The Village shall provide each sworn North Aurora Police Officer with an annual allotment of Eight Hundred and Fifty Dollars (\$850.00) per fiscal year for use by each Officer for the replacement of uniforms and other related equipment (except in the first eighteen (18) months of employment the Probationary Officer will receive an initial uniform issuance of Eight Hundred and Fifty Dollars (\$850.00) and therefore not be eligible for the Eight Hundred and Fifty Dollar (\$850.00).

The annual allotment of Eight Hundred and Fifty Dollars (\$850.00) will be paid to the Officers in one (1) installment on or before June 15 of each year, as a separate check, and count as taxable income.

The Village agrees to provide each sworn Officer with a new body armor vest and vest carrier, once every five (5) years or before/at the expiration of the warranty period, whichever comes first. The Officer may upgrade the body armor vest supplied by the Village of North Aurora providing the Officer pays the difference in price.

Should a Probationary Officer voluntarily leave the employment of the Village prior to the completion of his/her probationary period (see Article VIII §4), the Officer must repay the Village one-half (1/2) the cost of the initial issue of uniforms and equipment provided by the Village.

## **9.6 Overtime Compensation and Compensatory Time**

Full-time Sworn Police Officers may be required to work overtime in both emergency and non-emergency situations. In either case, overtime shall be duly authorized and approved by a supervisor. Officers required to work overtime shall be compensated for such time at the rate of one and one-half (1 1/2) times the regular rate of pay in either cash or compensatory time off at the Officer's option. Nothing in this section shall conflict with the holiday overtime rate described in Article X §1 of this Agreement.

### **Alternative Work Schedule (2184 Hour Schedule)**

1. The Village and Union agree based on operational needs to work twelve (12) hour shifts.
  - a. The normal workday will be 12 hours, generally from 6:00 a.m. to 6:00 p.m. or 6:00 p.m. to 6:00 a.m.
  - b. Specialty positions (employees assigned as detectives, traffic enforcement officer, community policing officer, etc), may be assigned to work shifts other than twelve (12) hour shifts.

- c. Specialty positions (employees assigned as detectives, traffic enforcement officer, community policing officer, etc) shall be scheduled to work eighty-four (84) hours each fourteen (14) day pay period. Overtime shall be paid after eighty-four (84) hours have been worked in the fourteen (14) day pay period. Unless the Officer and Village mutually agree, there shall be no restriction of hours (Duty Restriction Time).
- 2. The work cycle for purposes of 7(k) of the federal Fair Labor Standards Act ("FLSA") shall be considered 28 days.
  - a. Overtime shall be paid for hours worked in excess of the officer's assigned twelve (12) hour day; and all assigned work in excess of eighty-four (84) hours in a 14-day pay period.
  - b. All authorized paid time off shall count as hours worked and be included in determining whether an Officer has worked in excess of the twelve (12) hour day and the eighty-four (84) hour requirement per 14-day pay period.
  - c. Overtime shall be compensated at a rate of one and one-half (1-1/2) times the Officer's regular hourly straight time rate of pay.
  - d. Patrol Officers will normally be assigned to work 2 on; 2 off; 3 on; 2 off; 2 on; 3 off; (Pitman Schedule) starting on Monday for two (2) of four (4) platoons and so forth during the 14 day work cycle.
  - e. All Officers, regardless of position, shall work 2184 hours per calendar year.
- 3. So long as the Department employs twelve (12) hour shifts for patrol, employees assigned to other duty or training may be assigned to daily shifts other than twelve (12) hour shifts.
  - a. Officers assigned to other duty (SWAT, KCART, Honor Guard, etc) shall work twelve (12) hours for the other duty day. If the other duty day does not last twelve (12) hours, officers shall have the option to use paid time off or adjust their hours during the fourteen (14) day pay period so long as they work eighty-four (84) hours in the fourteen (14) day pay period. The adjustment of hours shall be approved by the Chief or his designee.
  - b. Officers who participate in ongoing professional training shall follow the conditions set forth in Section 12.4.

"Hours actually worked" shall include paid compensatory time off, paid vacation leave, paid assigned holidays, paid jury service and paid time for serving as a witness.

For purposes of calculating paid leave and overtime, all compensated hours shall be considered hours worked. No officer shall be denied overtime in the event that he utilizes his paid leave time (i.e. sick time).

The combination of required overtime hours, regular-time hours, and detail hours shall not exceed sixteen (16) hours in any twenty-four (24) hour period for any given Officer's regularly scheduled hours (declared state of emergency notwithstanding) and no officer shall be required to work more than two (2) sixteen (16) hour days in any standard workweek (declared state of emergency notwithstanding). However, Officers who work a regular (8, 10, or 12) hour shift may volunteer for an additional (4) hours of overtime for

each day of the regular work week, but in no case may such Officers be required to work more than forty (40) hours of overtime in any two-week pay period.

Overtime shall be paid along with regular-time compensation in the Officers' regularly scheduled paychecks, unless individual Officers elect to receive their overtime pay in the form of compensatory time. Compensatory time may be used for time off in fifteen (15) minute increments. Compensatory time, which shall be earned at overtime rates, shall be granted to full-time Sworn Police Officers who indicate to the Chief of Police or his designee that they choose such compensatory time in lieu of actual payment of monies in their paychecks. Compensatory time may be used for time off on an hour-for-hour basis, and may be taken in increments as small as fifteen (15) minutes. Compensatory time will not unreasonably be withheld taking into consideration manpower and emergency situations. Compensatory time may be accumulated up to a maximum of one hundred (100) hours and accrue from year to year over a given Officer's career. The Chief or his designee will keep accurate records of how much compensatory time is in each Officer's account. Account balance information will be made available to individual Officers who request such data during time periods established by the Chief or his designee or, if the Village finds it possible and economically feasible to do so, compensatory time balances shall be expressed on the paycheck stubs of individual Officers on a regular basis.

Unused compensatory time, up to the maximum of one-hundred (100) hours, shall be rolled over from one year to the next and, upon a given Officer's unpaid leave of absence, termination retirement, permanent disability or death, such accumulated compensatory time shall be paid to the Officer or his or her survivors at the then-prevailing hourly rate of pay. Upon retirement, individual Officers may choose to take their accumulated compensatory time in the form of a lump-sum payment or paid time off or a combination of both.

Officers shall be allowed to cash in accumulated compensatory time anytime during the year, as long as the request is made at least two (2) weeks in advance to the Chief of Police or his designee.

Officers who work hours associated with the end of daylight savings, in the Fall, will earn one (1) hour of overtime at a rate of one and one-half (1 1/2) times the regular rate of pay in either cash or compensatory time off, at the Officer's option.

Officers who work hours associated with the beginning of daylight savings, in the Spring, will have to work one (1) additional hour, either before or after their assigned shift, or use a form of paid time off to account for the loss of one (1) hour.

## **9.7 Secondary Employment**

The Village agrees that all full-time sworn Police Officers covered by this Agreement who desire to take on secondary employment may do so. In instances where such secondary employment is not directly involved in law enforcement or security work, such secondary employment will be reported by the Officer to the Chief of Police or his designee for his information. Prior approval of the Chief of Police shall be required, but shall not unreasonably be withheld, for any Officer to work secondary employment. Officers working

off-duty details that are contracted by the Village shall be governed by the terms of the North Aurora Police Department General Order regarding these details.

In no case will an Officer be allowed to work in uniform for a non-sanctioned detail. In no case shall an Officer be allowed to work as a bouncer, process server or in any establishment whose primary revenue source is the sale of alcoholic liquor.

#### **9.8 No Pyramiding of Overtime**

Compensation shall not be paid more than once for the same hours under any provision of this Agreement. Pyramiding shall not apply to Section 10.1 Holidays; Officers shall get Holiday pay for any hours worked on the Holiday, including overtime hours.



## **ARTICLE X - HOLIDAYS AND LEAVES**

### **10.1 Holidays**

The Village agrees that all full-time Sworn Police Officers shall receive eighty-eight (88) hours of paid holiday time, which will be given on January 1st of each year. The holiday time may be used anytime throughout the year subject to manpower requirements. If an Officer works the holiday, the Officer will be paid at a rate of one and one half (1 1/2) times their regular rate of pay for each and every hour worked on the holiday. Officers are also able to utilize the "buy back" option. The "buy back" will be paid at the current rate of straight time pay for all unused holiday time. The "buy back" may occur anytime during the year, as long as the request is made at least two (2) weeks in advance to the Chief of Police or his designee.

#### **The Holidays Are:**

New Year's Eve	Labor Day
New Year's Day	Thanksgiving Day
Spring Holiday	Day After Thanksgiving Day
Memorial Day	Veterans Day
Independence Day	Christmas Eve
	Christmas Day

Holiday pay shall start at Midnight (12:00 am) and have a duration of twenty-four (24) hours.

### **10.2 Personal Leave Time**

Upon completion of the first year of service to the Village and the Department, the Village agrees that all full-time Sworn Police Officers shall receive twenty-four (24) hours of paid personal leave time per year. These twenty-four (24) hours of personal leave can be taken at the discretion of the Officer for personal business. Notice shall be made to the appropriate supervisor by the Officer requesting to take paid personal time and such permission shall not be unreasonably denied taking into consideration manpower and emergency situations. Also, the Village agrees that paid personal leave time may be used in conjunction with regularly scheduled days off, vacation days or on any other scheduled on duty day. There will be no cash pay-out for unused personal time unless the denial of their use is occasioned by the Village. There shall not be accrual of personal time from one year to the next.

### **10.3 Sick Leave**

Sick leave is a privilege and shall only be allowed in case of actual sickness or disability of the employee. The Village agrees to provide all full-time sworn police officers with ninety-six (96) hours of paid sick leave per calendar year. Officers will accumulate sick leave at a rate of eight (8) hours per calendar month to a maximum of seven hundred twenty (720) hours an aggregate limit of twenty-four (24) hours of sick leave per calendar year may be granted for medical or dental appointments which cannot reasonably be scheduled during

non-working hours. Sick leave shall be granted in minimum of one (1) hour increments for the injury or illness of an immediate family member that requires the presence of the employee. Immediate family defined for this section as Mother, Father, Spouse, Child or Stepchild.

Officers will not be eligible for sick leave during the first six (6) months of employment.

Officers requesting a sick leave day will make notification to the appropriate supervisor no later than one (1) hour before the start of the Officer's regularly scheduled shift except for good cause.

Any supervisor or their designee may send an Officer home on sick leave if in their opinion the employee appears ill and threatens the health of other employees.

An Officer using three or more consecutive sick leave days may be required to present verification of illness from a medical doctor or medical facility. The Chief of Police may require a physician's statement as a condition of sick leave pay for any absence of any duration.

In the absence of compelling justification, an employee will not receive sick benefits for any days taken just before or just after a scheduled vacation, holiday, or leave of absence. If an employee is sick on one of these days, a doctor's note and/or other evidence of illness satisfactory to the Chief of Police will be required before sick benefits will be extended.

If an Officer becomes sick while on vacation, holiday or leave of absence, sick leave will not be substituted for the vacation, holiday or leave of absence.

#### **10.4 Bereavement Leave**

Up to thirty-six (36) hours with pay shall be granted in the event of a death of an immediate family member, spouse, child or stepchild. Up to twenty-four (24) hours of bereavement leave will be granted for mother, father, brother, sister, stepfather, stepmother, grandparent, grandparent of spouse, grandchild, mother-in-law, father-in-law, stepbrother, or stepsister. Up to twelve (12) hours of leave will be granted for the death of aunts, uncles, brothers-in-law, or sisters-in-law. Up to sixteen (16) hours may be granted for travel if the distance is more than 250 miles one way.

#### **10.5 Jury Duty Leave, Court Leave**

Any full-time Sworn Police Officer covered by this Agreement who is summoned as a witness in a criminal or civil Court proceeding or is summoned and reports for jury duty shall be granted leave to fulfill such duty. The Village shall compensate any Officer who is required to serve as a juror or participate in a Criminal or Civil Court proceeding at his or her regular rate of pay, assuming such Court or Court-related appearance takes place when the Officer would have been scheduled to work. The Officer shall present proof of such service to the Chief of Police or his designee. Any fees or expense reimbursements that are paid to the Officer for such duty shall, in turn, be paid by the Officer to the Village.

## **10.6 Sick Leave Buyback**

Should the Village, during the term of this contract, implement a sick leave buyback program for any group of Village employees, that program shall be applied to employees covered by this collective bargaining agreement.

## ARTICLE XI - VACATION LEAVE

### 11.1 Earned Paid Vacation Requirements

A. The Village provides vacation time to full-time police officers based on length of continuous service. Officers accrue vacation based on their anniversary dates. Vacation time earned (based on the formula below) will be granted to the officer on a per pay period basis.

Each officer will have a vacation bank. Time will be added to the bank twice each month and time used will be subtracted when taken. The maximum amount officers will be allowed to accumulate in their vacation bank will be equal to one year's vacation plus one week. Any vacation time in excess of one year plus one week will be lost to the officer; no compensation will be given for it. New officers may not take vacation until completing the Field Training Program. Vacation may be taken in accordance to the stipulations presented below.

The paid vacation schedule is as follows:

<b>Years of Service</b>	<b>Annual Vacation Amount</b>	<b>Accrual Rate Twice a Month</b>
0 through 3 years	80 Hours	3.333
Beginning Year 4 Through Completion of Year 6	100 Hours	4.166
After 6 years through 14 years	120 Hours	5.0
After 14 years through 19 years	160 Hours	6.666
After 19 years	200 Hours	8.333

B. Generally, no more than two (2) weeks of vacation can be taken at one time. If an officer wishes to take a longer vacation, he must request Chief of Police approval.

#### C. Vacation Leave Requests

1. All vacation time is scheduled as the needs of the department allow.
2. Vacation pay will be based on the normally scheduled workweek at straight time.
3. Officers are not allowed to take cash payment for vacation pay in lieu of actual time off unless the purpose of the Village would be served or, at the time of termination of employment.
4. Vacation days are authorized by the Chief of Police on the basis of seniority recognizing that vacation schedules are subject to the workload of the department.

The scheduling of all vacation days is subject to prior approval of the Chief of Police or his designee.

5. When an officer terminates employment with the Village, the balance of their vacation bank will be paid.

## **ARTICLE XII - HEALTH & WELFARE BENEFITS**

### **12.1 Medical/Hospitalization/Life/Dental Insurance**

The Employer shall provide the same health insurance coverage at the same costs as provided to all other non-Union Village employees.

### **12.2 Life Insurance**

All full time Sworn Police Officers shall be provided with life insurance in an amount equal to twenty-five thousand dollars (\$25,000.00) at no cost to the Officer.

### **12.3 North Aurora Police Pension Plan**

The Village of North Aurora in conjunction with the Board of Trustees of the North Aurora Police Pension Fund, is required by Illinois statute to maintain and administer a Pension Plan for its Police, to regularly deduct uniform, mandated employee contributions to this Pension Plan, and to make Village contributions to this Pension Plan on behalf of all North Aurora Police Officers covered by this Agreement who meet certain requirements, including vesting requirements, of both the Pension Plan and the State law that governs it.

In that Illinois law requires that such Police Pension Plans routinely issue accurate and audited financial reports to their covered members, and in that the Village of North Aurora desires to comply with Illinois law, and in that the Village recognizes that North Aurora Police have every right to be made aware of such financial considerations as fund balances, profits and losses on fund investments; loans that the fund may make from time to time, and details of elections of Pension Plan Board members, the Village, in cooperation with the Board of Trustees of the North Aurora Police Pension Fund, agrees to maintain a program of full disclosure of any and all Pension Plan information and data, including audited Annual Reports, to those North Aurora Police whose deferred salaries and employee contributions make up the Pension Plan's reason for existence.

### **12.4 Ongoing Professional Training**

A. The following policies and rules must be adhered to by all officers if seeking reimbursement for business and travel expenses.

1. The purpose of the travel shall be documented and approved in advance by the Chief of Police or his designee. The documentation shall show the dates and times of travel, the points of departure and destination, the mode of transportation, mileage and the cost of transportation secured.

2. An officer traveling on Village business shall either be provided with a Village vehicle or given an allowance for the use of his/her private vehicle or reimbursed for other transportation expenses. The amount of private vehicle reimbursement shall be set from time to time by action of the Village Board.

- a. When travel is made by auto, proof of insurance is required in the amounts as required by law.
  - b. In determining the amount of reimbursement for air fare, compensation shall be in accordance with the most economical available fare.
- 3. Police Department recruits may use their own vehicles at their own expense to travel to basic training.
- 4. Expenses will be paid based on the following:
  - a. The officer's request for reimbursement must be accompanied by receipts for any expense.
  - b. Local travel — Personal auto use will generally be reimbursed at the current IRS approved amount per mile. Distance should be measured from the residence or work place, whichever is less.
  - c. Where an officer is requested to attend a training class, conference or seminar where lunch is not included in the registration expense, the employee is eligible for lunch reimbursement up to a maximum of an amount set by the Village Board from time to time.
  - d. Claims for reimbursement shall be submitted within one (1) week of completing the trip.
- B. Attendance at lectures, meetings, training programs and similar activities will be compensated as follows:
  - 1. Maximum compensation for voluntary attendance at such programs, including travel time, shall be one (1) full working day.
  - 2. Maximum compensation for attendance of programs requested by the Village shall be one (1) full working day unless employee can present documentation from the presenter of the program showing that the duration of the training involved was greater than one (1) full working day.
  - 3. Attendance at such programs requires prior written approval of the Chief of Police or his designee.
  - 4. Attendance at lectures, meetings, training programs and similar activities is subject to the availability of funds.
- C. Officers may be required to return to work if programs last less than a full day.
- D. Travel Time
  - 1. Travel time during the regular workday does not involve compensation beyond the employee's regular salary or hourly wage for that working day.

## **12.5 Educational Expense Reimbursement**

The Village will make reimbursement for accredited courses directly related to the

employee's position with the Village (or necessary prerequisites for a program of study related to the employee's position with the Village) as set forth below.

Employees who seek reimbursement for a particular course must, prior to enrolling in said course, obtain the approval of the Chief of Police that the course is eligible for reimbursement, and provide any information or documentation necessary to verify that the course is eligible for reimbursement.

Reimbursement is based on the following:

1. Undergraduate Courses
  - a maximum of \$300.00 per course shall be reimbursed for tuition, books and lab fees for successful completion of any eligible course.
2. Graduate Courses
  - a maximum of \$500.00 per course shall be reimbursed for tuition, books and lab fees for successful completion of any eligible course.
3. A grade of "C" or better, or a "P" in a Pass/Fail system is required to qualify for reimbursement.
4. The Village will pay for any test which provides credit for courses required to complete an Associate's, Bachelor's or Graduate Degree.
5. The reimbursement policy does not apply to those courses which are taken on Village time and paid for by the Village.



## ARTICLE XIII – WAGES

### 13.1 WAGES

WAGES (4.25% - 4.0% - 4.25%)				
	<u>CURRENT</u>	<u>4.25%</u> <u>June 1,</u> <u>2022</u>	<u>4%</u> <u>June 1,</u> <u>2023</u>	<u>4.25%</u> <u>June 1,</u> <u>2024</u>
-				
<u>Step 1</u>	<u>\$68,271.84</u>	<u>\$71,173.39</u>	<u>\$74,020.33</u>	<u>\$77,166.19</u>
<u>Hourly</u>	<u>\$31.26</u>	<u>\$32.59</u>	<u>\$33.89</u>	<u>\$35.33</u>
<u>Step 2</u>	<u>\$71,394.96</u>	<u>\$74,429.25</u>	<u>\$77,406.42</u>	<u>\$80,696.19</u>
<u>Hourly</u>	<u>\$32.69</u>	<u>\$34.08</u>	<u>\$35.44</u>	<u>\$36.95</u>
<u>Step 3</u>	<u>\$74,823.84</u>	<u>\$78,003.85</u>	<u>\$81,124.01</u>	<u>\$84,571.78</u>
<u>Hourly</u>	<u>\$34.26</u>	<u>\$35.72</u>	<u>\$37.14</u>	<u>\$38.72</u>
<u>Step 4</u>	<u>\$78,536.64</u>	<u>\$81,874.45</u>	<u>\$85,149.43</u>	<u>\$88,768.28</u>
<u>Hourly</u>	<u>\$35.96</u>	<u>\$37.49</u>	<u>\$38.99</u>	<u>\$40.64</u>
<u>Step 5</u>	<u>\$82,446.00</u>	<u>\$85,949.96</u>	<u>\$89,387.95</u>	<u>\$93,186.94</u>
<u>Hourly</u>	<u>\$37.75</u>	<u>\$39.35</u>	<u>\$40.93</u>	<u>\$42.67</u>
<u>Step 6</u>	<u>\$86,377.20</u>	<u>\$90,048.23</u>	<u>\$93,650.16</u>	<u>\$97,630.29</u>
<u>Hourly</u>	<u>\$39.55</u>	<u>\$41.23</u>	<u>\$42.88</u>	<u>\$44.70</u>
<u>Step 7</u>	<u>\$90,286.56</u>	<u>\$94,123.74</u>	<u>\$97,888.69</u>	<u>\$102,048.96</u>
<u>Hourly</u>	<u>\$41.34</u>	<u>\$43.10</u>	<u>\$44.82</u>	<u>\$46.73</u>
<u>Step 8</u>	<u>\$94,785.60</u>	<u>\$98,813.99</u>	<u>\$102,766.55</u>	<u>\$107,134.13</u>
<u>Hourly</u>	<u>\$43.40</u>	<u>\$45.24</u>	<u>\$47.05</u>	<u>\$49.05</u>

Officers shall work a 2184 Hour Schedule.

Steps are based on actual years of service; officers advance on their anniversary date of hire. In addition, officer shall receive salary adjustments on June 1 of each year, as set forth above. Officers at top pay shall receive salary adjustments on June 1 of each year only.

### 13.2 ON CALL PAY

Any time an employee is assigned by his supervisor(s) to be "on call" with a cell phone or pager, he shall receive compensation for the "on call" assignment. The employee will be paid one (1) hour at the rate of one and one-half (1½) their regular rate of pay for each twenty-four (24) hour period of "on call" assignment. Special assignment personnel, (i.e. criminal investigators) at the discretion of their supervisor will rotate their "on call" assignments so that under normal circumstances only one investigator will be "on call" at any one time. Employees assigned to "on call" status are subject to being called to work at any time.

### **13.3 FIELD TRAINING OFFICER PAY**

Officers who perform the work as a Field Training Officer will be paid an additional one (1) hour of straight time for each eight (8) hours worked when performing the duties as a Field Training Officer. The Field Training Officer may elect to take the time as Compensatory Time pursuant to Section 9.6.

### **13.4 SPECIAL ASSIGNMENT PAY**

Officers who are classified as a Property Custodian, COP, or SWAT Team Member shall receive an additional Twenty Dollar (\$20) per paycheck while acting in that capacity. The Chief of Police or his designee will be responsible for the assignment of Officers and Officers can only receive the Special Assignment Pay for One (1) classification (i.e. no Officer can receive Special Assignment Pay for more than One (1) aforementioned position annually).

### **13.5 OFFICER IN CHARGE PAY**

When there is no Sergeant working on a shift, a bargaining unit member may be assigned as an acting shift supervisor (officer in charge). The bargaining unit member shall function as the acting shift supervisor and shall be paid at the hourly rate equivalent to a Sergeant at Step 4 of the wage schedule applicable to Sergeants or the step which is at least 5% above the top patrol wage for all hours worked as the acting shift supervisor. Selection of employees to be designated as acting shift supervisor shall be made at the discretion of the Chief of Police or his designee.

## **ARTICLE XIV MISCELLANEOUS WORKING CONDITIONS**

### **14.1 Officer Deployment & Shift Scheduling**

It shall be the right and responsibility of the Village President and the Chief of Police to deploy Officers covered by this Agreement to various details and assignments and to provide the necessary equipment and Department vehicles.

The Village agrees that shift assignments shall be made on an annual basis and that once a particular Officer is assigned to a particular shift that Officer shall remain on that shift until shift assignments are open to bidding by seniority in the following year. Wherever possible, shift assignments shall be bid on and established prior to December 31st in any given year and shall go into effect as of the start of the first pay period of the following year. Nothing in this section shall be construed as to prohibit a shift switch between persons as described in Article VIII §10 entitled "Seniority and Rescheduling (Trading) of Shifts"

### **14.2 Drug Screening**

All applicants for employment as Village of North Aurora Police Officers shall be required to take and pass a standardized drug screening process before being hired by the Village. Testing of such applicants shall be done according to State of Illinois and/or Federal guidelines and statutes, and shall be performed specifically according to the terms and conditions of the Illinois Controlled Substances Act, 720 ILCS 570/1-01. Non-probationary Officers shall not be required to submit to random drug testing, however such Officers may be required to submit to drug testing following auto accidents, weapons discharges and such other circumstances as are codified in State statute.<sup>1</sup>

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<sup>1</sup> No police officer involved in an officer shooting incident (OIS) shall be required/ordered to submit to a blood test unless a court order/warrant dictates otherwise.

## **ARTICLE XV - SEVERABILITY**

In the event that any Article, paragraph, section or sub-section of this Agreement shall be held invalid and unenforceable by the Illinois Labor Relations Board or any Court of competent jurisdiction, or by any change in any substantially-enacted Federal or State legislation which would prohibit or nullify any section, sub-section or portion of this Agreement, such decision or enactment shall apply only to the specific section, subsection or portion thereof specified by the Labor, Board or Court decision, or change in law, and the remaining parts or portions of this Agreement shall remain in full force and effect. In such event, the parties shall, upon the request of either party, commence good faith bargaining over possible replacement language for the invalidated section, sub-section or portion of this Agreement.

## **ARTICLE XVI - ENTIRE AGREEMENT**

This Agreement constitutes the complete and entire Agreement between the parties. This Agreement supersedes and cancels all prior practices and Agreements, whether written or oral, which conflict with the express terms of this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the parties waive the right to negotiate on any part of the Agreement reached by the parties after the exercise of that right and opportunity are set forth in this Agreement.

If either party desires to change or modify this Agreement, the party seeking the change or modification shall notify the other party in writing or electronically. It is understood neither party is obligated to change or modify any article or section existing in this Agreement unless mutually agreed between the parties or Federal/State law mandates otherwise.

## ARTICLE XVII - DURATION AND TERMINATION

This Agreement shall be effective at the time of its execution, and shall remain in full force and effect through May 31, 2025. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiation shall begin no later than sixty (60) days prior to the anniversary date. In the event that either party desires to terminate this Agreement, written notice must be given to the other party no later than ten (10) days prior to the desired termination date, which shall not be before the anniversary date.

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

Executed this 19<sup>th</sup> day of December 2022 after receipt of official approval by the Mayor and Village Council and ratification by the Chapter's membership.

METROPOLITAN ALLIANCE OF POLICE,  
NORTH AURORA CHAPTER 633

By MSwoboda  
Mark Swoboda, Chapter President

By K K Sh  
Keith George, Union President  
Metropolitan Alliance of Police

THE VILLAGE OF NORTH AURORA

By [Signature]  
Mark Gaffino, Village President

By [Signature]  
Natalie Stevens, Deputy Village Clerk

## **APPENDIX A**

### **Garrity and Weingarten Rights**

#### **Weingarten Rights**

The rights of unionized employees to have present a union representative during investigatory interviews were announced by the U.S. Supreme Court in a 1975 case (NLRB vs. Weingarten, Inc. 420 U.S. 251, 88 LRRM 2689). These rights have become known as the Weingarten rights.

Employees have Weingarten rights only during investigatory interviews. An investigatory interview occurs when a supervisor questions an employee to obtain information which could be used as a basis for discipline or asks an employee to defend his or her conduct.

If an employee has a reasonable belief that discipline or other adverse consequences may result from what he or she says, the employee has the right to request union representation. Management is not required to inform the employee of his/her Weingarten rights; it is the employee's responsibility to know and request. Management does have a responsibility, however, to inform you of your right to union representation.

When the employee makes the request for a union representative to be present management has three options:

- it can stop questioning until the representative arrives.
- it can call off the interview or,
- it can tell the employee that it will call off the interview unless the employee voluntarily gives up his/her rights to a union representative (an option the employee should always refuse.)

Employers will often assert that the only role of a union representative in an investigatory interview is to observe the discussion. The Supreme Court, however, clearly acknowledges a representative's right to assist and counsel workers during the interview.

The Supreme Court has also ruled that during an investigatory interview management must inform the union representative of the subject of the interrogation. The representative must also be allowed to speak privately with the employee before the interview. During the questioning, the representative can interrupt to clarify a question or to object to confusing or intimidating tactics.

While the interview is in progress the representative cannot tell the employee what to say but he may advise them on how to answer a question. At the end of the interview the union representative can add information to support the employee's case.

### Garrity Rights

Garrity Warning: The Garrity ruling fundamentally addressed evidentiary issues with regard to criminal proceedings. The case involved police officers who were being investigated for alleged fixing of traffic tickets. During the investigation the officers were told that anything they said might be used against them in any state criminal proceeding and they had the privilege to refuse to answer if the disclosure would tend to incriminate them, but if they refused to answer they would be subject to removal from office. In summary, the court held that a later prosecution cannot constitutionally use statements (or their fruits) coerced from the employee by a threat of removal from office if he/she fails to answer the question.

A Garrity warning waives the government's right to discipline an employee for remaining silent, but preserves its right to use any statement the employee voluntarily makes against him/her in a subsequent criminal prosecution. Notably absent is information about an employee's Weingarten Rights. Despite all the warnings and legal language, employees still have a right to union representation. Employees need to remember that despite assurances that any information will not be used against them in a criminal proceeding; there are no assurances that the information will not be used against them in administrative or disciplinary proceedings.

Garrity Warning Public Employees Only: A warning given to an employee by an employer during an employment investigation that requires the employee to either provide information or be discharged for refusing to provide information. If such a warning is given, the employee may object to the use of such information in a subsequent criminal proceeding on the basis that a self-incriminating statement was made under duress.

#### Sample Garrity Warning:

I wish to advise you are being questioned as part of an official investigation of your employer. You will be asked questions specifically, directly and narrowly related to performance of your official duties or fitness for office. You are entitled to all the rights and privileges guaranteed by the law and the Constitution of the United States, including the right not to be compelled to incriminate yourself. I further wish to advise you that if you refuse to testify or to answer questions relating to the performance of your official duties or fitness for duty, you could be subject to discharge. If you do answer, neither your statement, nor any information or evidence which is gained by reason of such statement, can be used against you in any subsequent criminal proceedings. However, these statements may be used against you in relation to subsequent discipline.

\_\_\_\_\_ (Date)

\_\_\_\_\_ (Employer Signature)

\_\_\_\_\_ (Employee Signature)



## **APPENDIX B**

### **Uniform Peace Officers' Disciplinary Act**

#### **UNIFORM PEACE OFFICERS DISCIPLINARY ACT**

This Appendix C is provided for reference. See Agreement Section 17.5.

50 ILCS 725/1. \_\_[Short title]

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

50 ILCS 725/2. \_\_[Definitions]

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 [720 ILCS 5/2-13], 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 [40 ILCS 5/14-110], not including Secretary of State sergeants, deputy chiefs, 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.

50 ILCS 725/3. \_\_[Interrogation]

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 [50 ILCS

725/3.1 through 50 ILCS 725/3.11].

50 ILCS 725/3.1.\_\_[Place of interrogation]

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.

§ 50 ILCS 725/3.2.\_\_[Notice in writing; notice of names of complainants; information necessary to preparation of defense]

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.

50 ILCS 725/3.3.\_\_[Time of interrogation]

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.

50 ILCS 725/3.4.\_\_[Name of officer in charge; name of interrogators]

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.

50 ILCS 725/3.5.\_\_[Length of interrogation]

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

50 ILCS 725/3.6.\_\_[Abusive, offensive language prohibited]

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

50 ILCS 725/3.7.\_\_[Record of interrogation; copy]

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.

50 ILCS 725/3.8.\_\_[Miranda warning]

Sec. 3.8. 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.

50 ILCS 725/3.9. \_\_[Right to counsel]

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.

50 ILCS 725/3.10. \_\_[Admissions or confessions]

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.

50 ILCS 725/3.11. \_\_[Polygraph test; refusal]

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.

50 ILCS 725/4. \_\_[Constitutional rights]

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.

50 ILCS 725/5. \_\_[Application]

Sec. 5. This Act does not apply to any officer charged with violating any provisions of the Criminal Code of 1961 [720 ILCS 5/1-1], or any other federal, State, or local criminal law.

50 ILCS 725/6. \_\_[Collective bargaining agreement]

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.

50 ILCS 725/7. \_\_[Retaliatory action prohibited]

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 C

### Dues Authorization Form



## Metropolitan Alliance of Police

215 Remington Boulevard Suite C • Bolingbrook, IL 60440

Phone: 630/759-4925 • Fax: 630/759-1902

E-mail: mapunion@msn.com • www.mapunion.org

### CHECK OFF DUES AUTHORIZATION

#### BOARD OF DIRECTORS

Joseph M. Andalina  
*President*

Keith George  
*Vice President*  
*Treasurer*

Richard Tracy  
*Secretary*

Jeffery Ortinau  
*Legal Advisor*

Michael O'Brien  
*New Lenox*

Raymond Violetto  
*Tinley Park*

John Holiday  
*DeKalb County*

#### CHIEF COUNSEL

Joseph Mazzzone

#### CO-COUNSEL

Richard Reimer  
Steven Calcaterra

#### GENERAL COUNSEL

Ronald Cicinelli

Keith Karlson

Chris Potthoff

Jerry Marzullo

Jeffrey A. Goodloe

Nicholas A. Caputo

Anthony A. Polse

Matthew Roeschley

David Wysopal

Karen Zajicek

I, the undersigned member of the Metropolitan Alliance of Police (MAP)

Chapter # \_\_\_\_\_, hereby authorize and direct my employer, \_\_\_\_\_,

to deduct from my wages and to pay to the Metropolitan Alliance of Police or its

authorized representative, the regular monthly dues of \$ \_\_\_\_\_, which may be owed to

the Metropolitan Alliance of Police as a result of my membership therein.

I understand that if I refuse to sign this form, I am subjected to the fair share

arrangements set forth in the collective bargaining agreement. Fair share dues are set at

the same amount as regular monthly dues and I understand that if I am fair share, I am

not eligible for the free legal defense as an offered benefit of full dues paying status.

This authorization shall continue to be in effect for the term of this contract between the

employer and the Metropolitan Alliance of Police, although the dues amount may

change during the term of the contract.

Member's name: \_\_\_\_\_ Date: \_\_\_\_\_  
(Please print)

Member's signature: \_\_\_\_\_ DOB: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

## APPENDIX D


### SIDE LETTER OF AGREEMENT

#### (DRUG TESTING FOLLOWING OFFICER INVOLVED SHOOTINGS)

The Village of North Aurora ("Village"), and The Metropolitan Alliance of Police Chapter 633 ("Union") hereby agree to the following policy to be implemented in accordance with Illinois Public Act 100-389:

1. The Union agrees that its members shall be required to abide by the Department Policy(s)/General Orders) regarding "Use of Deadly Force Investigative Process," including the section that requires each officer who is involved in an officer involved shooting to submit to drug and alcohol testing, so long as such testing is required by Public Act 100-389 or any similar state law.
2. For the purpose of clarity, the parties agree that a person "involved in" an officer involved shooting is defined to mean any officer who discharged a firearm thereby causing injury or death to a person or persons. If multiple officers discharged their firearm and it is unclear whose bullet struck the person or persons, then all officers who discharged their firearm in the direction of the subject shall be required to submit to drug and alcohol testing.
3. The parties agree that the term "involved in" an officer involved shooting does not include officers who did not discharge their weapon, even if they were providing other forms of support and assistance during the call. Nor does the term "involved in" include officers who discharge their weapons when it is undeniably clear their projectiles did not actually strike any person or persons.
4. The parties agree that the provisions of the Collective Bargaining Agreement regarding drug testing and standards for discipline shall regulate the drug testing procedures and the consequences for any positive drug test results.
5. The parties agree that any drug or alcohol test required pursuant to this Agreement shall be considered a compelled, non-voluntary drug or alcohol test under threat of disciplinary action. Such testing shall only be done by urinalysis or breathalyzer. Blood tests shall only be administered with a warrant. This does not limit an interested party the right to obtain test results via other available legal processes.

METROPOLITAN ALLIANCE OF POLICE  
NORTH AURORA CHAPTER #633

By:   
Date: 12/16/2022

VILLAGE OF NORTH AURORA

By:   
Date: 12/19/22

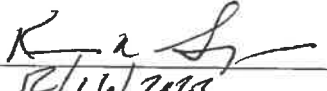
**APPENDIX E**  
**SIDE LETTER OF AGREEMENT**

**(LATERAL TRANSFERS)**

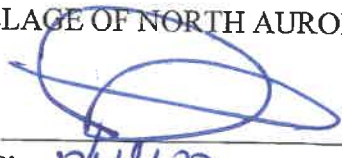
The Village of North Aurora and MAP Chapter #633 ("Parties") are in agreement to the following:

A lateral transfer's starting wage shall be commensurate with his/her previous law enforcement experience.

METROPOLITAN ALLIANCE OF POLICE  
NORTH AURORA CHAPTER #633

By:   
Date: 12/16/2002

VILLAGE OF NORTH AURORA

By:   
Date: 12/19/22