

AGREEMENT BETWEEN

FOREST PRESERVE DISTRICT OF DUPAGE COUNTY

AND ILLINOIS COUNCIL OF POLICE, POLICE SERGEANTS

Upon Ratification to 12/31/2028
CONTRACT

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PREAMBLE

THIS AGREEMENT, entered into by the FOREST PRESERVE DISTRICT OF DUPAGE COUNTY (hereinafter referred to as the “District” or the “Employer”) and the ILLINOIS COUNCIL OF POLICE (hereinafter referred to as the “Union”) is in recognition of the Union’s status as the representative of the District’s full-time sworn Police Sergeants.

It is the intent and purpose of this Agreement to set forth the parties’ entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the District; to encourage and improve efficiency and productivity; to maintain the highest standards of personal integrity and conduct at all times; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

THEREFORE, in consideration of the mutual promises and agreements contained in this Agreement, the District and the Union do mutually promise and agree as follows:

ARTICLE I
RECOGNITION

Section 1.1. Recognition. The District recognizes the Union as the sole and exclusive collective bargaining representative for all full-time sworn Police Sergeants employed by the District (hereinafter referred to as “sergeants” or “employees”), but excluding all confidential, managerial, and supervisory employees as defined by the Illinois Public Labor Relations Act (“Act”), and all other employees of the District.

ARTICLE II **UNION RIGHTS**

Section 2.1. Bulletin Board. The District will make bulletin board space available in or proximate to the squad room for posting of Union and/or Chapter notices of meetings, the seniority roster, notices of educational opportunities, memos in relation to Union and/or Chapter business, and notices of extra duty opportunities. The District reserves the right to remove postings that it reasonably believes are illegal, inflammatory, or political in nature.

Section 2.2. Dues Deductions. Upon receipt of proper written authorization from any employee, the District shall deduct each month's Illinois Council of Police dues in the amount certified by the Illinois Council of Police from the pay of said Sergeants covered by this Agreement who, in writing, authorize such deductions. Such written authorizations shall remain in effect unless a Sergeant revokes such written authorization by providing written notice to the District. Such money shall be submitted to the Illinois Council of Police within fifteen (15) days after the deductions have been made on a monthly basis.

Section 2.3. Indemnification. The Union shall indemnify, defend and hold harmless the District and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all reasonable costs for counsel that shall arise out of or by reason of action taken or not taken by the District in complying with the provisions of this Article provided that the District does not initiate the action. If an improper deduction is made, the Union shall refund any such amount directly to the Police Sergeant.

ARTICLE III
MANAGEMENT RIGHTS

Section 3.1. Management of the District and Law Enforcement Department. The District retains its authority to manage the District and Law Enforcement Department in all respects including, but not limited to, the authority to hire, promote, demote, transfer, assign, discipline, discharge, layoff, recall, direct and supervise Police Sergeants; to plan, direct, control and determine the operations and services to be conducted within or by the Law Enforcement Department, by employees of the District or by others; to determine the number of Police Sergeants to be employed; to promulgate, revise and enforce lawful and reasonable rules and regulations; to enforce discipline among Police Sergeants; to adopt new methods, equipment and facilities or modify existing methods, equipment and facilities; to determine the mission of the Law Enforcement Department and otherwise carry out its statutory responsibility to provide police services to the full extent of its authority; and to determine the budget for District operations and the operations of the Law Enforcement Department. The District will not exercise its authority in a manner which contravenes the lawful express provisions of this Agreement.

ARTICLE IV
NO DISCRIMINATION

Section 4.1. No Discrimination. In accordance with applicable federal and state law, neither the District nor the Union shall discriminate against any Police Sergeant because of race, sex, creed, color, religion, sexual orientation, or national origin. The Union shall represent all Police Sergeants fairly without regard to Union affiliation, non-affiliation, or disaffiliation.

Section 4.2. Americans with Disabilities Act. Notwithstanding any other provisions of this Agreement, it is agreed that the District has the right to take any actions deemed necessary to be in compliance with the requirements of the Americans with Disabilities Act.

ARTICLE V
NO STRIKE/ NO LOCKOUT

Section 5.1. No Strike. The Union agrees on behalf of itself and the Police Sergeants that neither it nor they will, singly or in concert, engage in, induce, call, authorize, support, promote, condone or participate in any strike, work stoppage, sympathy strike, intentional withholding of services, picketing of District offices or homes of District officials, slow-down, sit-in, “blue-flu”, “ticket-blitz” or intentional refusal to work at any time for any reason.

Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the District. Each employee who holds the position of chapter representative or steward of the Chapter occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Union agrees to inform its members of their obligation under this Agreement and to direct them to return to work. Nothing contained herein shall preclude the District from obtaining judicial restraint and damages in the event there is a violation of this Section.

Section 5.2. No Lockout. The District will not lockout Police Sergeants. A “lockout” shall refer to a refusal by the District to allow Police Sergeants to work in order to obtain a concession with regard to rates of pay, hours of work, and other conditions of employment; this term does not apply to a reduction in force, curtailment of operations or disciplinary action involving termination or suspension.

ARTICLE VI
GRIEVANCE PROCEDURE

Section 6.1. Definition of Grievance. It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purposes of this Agreement, a grievance is any dispute or difference of opinion raised by an employee against the District involving the meaning, interpretation or application of the express provisions of this Agreement. The District shall not be required to pay any Sergeants wages for grievance related work, unless the Sergeant is the grievant and is required by the Chief of Law Enforcement (“Chief”) or their designee to be present in a grievance meeting on the Sergeant’s on-duty time, in which case the Sergeant shall receive his regular rate of pay for all time spent. The bargaining unit may appoint a chapter representative, who may attend grievance meetings scheduled pursuant to Steps One through Four. The Union shall notify the Chief Human Resources Officer in writing of the name of the non-probationary Sergeant designated to do so, provided that the District shall not be required to recognize a Sergeant who has not completed a suspension.

Section 6.2. Grievance Procedure. Recognizing that grievances should be raised and settled promptly, a grievance must be raised within seven (7) calendar days after the first occurrence of the event giving rise to the grievance or within seven (7) calendar days after the Sergeant through the use of reasonable diligence should have become aware of the first event giving rise to the grievance in accordance with the following procedure:

Step One: Chief of Law Enforcement. The Sergeant shall submit the grievance in writing to the Chief of Law Enforcement. The Chief or designee may schedule a meeting with the Sergeant and a chapter representative at a mutually agreeable time to discuss the grievance. If a meeting is held and no agreement is reached or if no meeting is held, the Chief or designee will submit a written response to the grievance within fourteen (14) calendar days of the date the grievance was filed or within fourteen (14) calendar days of the conclusion of the discussion, whichever is applicable.

Step Two: Appeal to the Chief Human Resources Officer. If the grievance is not settled in Step One and the Sergeant decides to appeal further, said Sergeant shall within seven (7) calendar days after receipt of the response of the Chief or designee in Step One or after the expiration of time therefore, file a written appeal to the Chief Human Resources Officer of the District. In response to such notice, the Chief Human Resources Officer may meet with the Sergeant and the chapter representative at a mutually agreeable time to discuss the grievance. If a meeting is held and no agreement is reached or if no meeting is held, the Chief Human Resources Officer or designee shall submit a written response to the grievance within fourteen (14) calendar days from the date the grievance is appealed to Step Two or within fourteen (14) calendar days of the conclusion of the meeting, whichever is applicable.

Step Three : Appeal to the Executive Director of the District. If the grievance is not settled in Step Two and the Sergeant decides to appeal further, said Sergeant shall within seven (7) calendar days after receipt of the response of the Chief Human Resources Officer or designee in Step Two or after the expiration of time therefore, file a written appeal to the Executive Director of the District. In response to such notice, the Executive

Director may meet with the Sergeant and the chapter representative at a mutually agreeable time to discuss the grievance. If a meeting is held and no agreement is reached or if no meeting is held, the Executive Director or designee shall submit a written response to the grievance within fourteen (14) calendar days from the date the grievance is appealed to Step Three or within fourteen (14) calendar days of the conclusion of the meeting, whichever is applicable.

Section 6.3. Binding Arbitration. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to binding arbitration by giving written notice to the Executive Director within twenty-one (21) calendar days after receipt of the Executive Director's reply in Step Three or after the expiration of time therefore. In the event the parties are unable to agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators, all of whom shall be members of the National Academy of Arbitrators. Upon receipt of the panel, the party requesting arbitration shall strike the first name and the parties shall thereafter strike names alternately until only one name remains. The person whose name remains shall become the arbitrator, provided, that either party, before striking any names, shall have the right to reject one panel of arbitrators. The arbitrator shall be notified of his selection by a joint letter from the District and the Union. In addition to providing notice of their appointment, such letter shall request that they set a time and a place for the hearing, subject to the availability of District and the Union.

Section 6.4. Arbitrator's Authority. The arbitrator shall not have the power to amend, ignore, delete, add to or change in any way any of the terms of this Agreement. The arbitrator shall consider and decide only whether there has been a violation, misinterpretation or misapplication of the express provisions of this Agreement. In addition, the arbitrator shall have no authority to impose upon any party any obligation not provided for explicitly in this Agreement. The Arbitrator shall render their decision in writing to the parties within thirty (30) calendar days following the close of the arbitration hearing or the date on which briefs are submitted, whichever is later. Any decision or award of the arbitrator rendered within the limitations of this Section 6.4 shall be final and binding upon the District, the Union, and the employees covered by this Agreement.

Section 6.5. Time Limits. No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 6.2. If a grievance is not appealed within the time limits governing appeal, it shall be deemed settled on the basis of the last reply of the District, unless the parties have mutually agreed in writing to extend a relevant time period. If the District fails to provide a reply within the time limits so provided, the grievant or Chapter, whichever is applicable, may immediately appeal to the next step within the applicable time limits therefore.

Section 6.6. Fees and Expenses of Arbitration. The fee and expenses of the arbitrator, including the cost of written transcript, shall be borne equally by the District and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 6.7. Method of Determination. It is understood these grievance and arbitration procedures shall not apply to any matter as to which the District is without authority to act and that the filing and pendency of any grievance shall not preclude the District from taking the

action or continuing to follow the course complained of which is the subject of the grievance. There shall be no suspension or interference with work because of any grievance or any incident which is or could have been the subject of a grievance.

Section 6.8. Rights. No settlement or agreement shall be binding on the Union unless the Union has had the opportunity to be present and agree to such settlement. It is acknowledged that the Union has the right to exercise its discretion to refuse to process an employee grievance that the Union believes is not meritorious.

Section 6.9. Aggrieved Employee. An employee who files a grievance must have a direct interest in the grievance in that the outcome of the grievance directly affects the employee's own wages, hours or work conditions as set out and determined by the provisions of this Agreement. Each grievance shall be considered a separate matter and shall be handled separately and distinctly. Separate grievances shall not be arbitrated together, except by mutual written agreement of the District and the Union.

Section 6.10. Miscellaneous. No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the District unless and until the District has agreed thereto in writing. Nor shall any alleged action or inaction by any member of the bargaining unit be considered as the basis for a grievance under this Agreement unless such action or inaction is specifically authorized or directed by the District.

Section 6.11. Grievance Meetings. If a grievance meeting at any of the steps of the grievance procedure set forth in this Article is scheduled during the regularly scheduled working hours of any employee involved in the meeting, any such employee will be permitted to attend the meeting without loss of pay. However, nothing contained in this Article shall be deemed to entitle an employee attending said meeting outside the employee's regular hours of work to any form of compensation for time spent at the meeting.

Section 6.12. Class Grievance. The Union may file a "class grievance" if it (a) affects two (2) or more bargaining unit members, (b) involves the same facts and issue(s), and (c) requires the interpretation or application of the same contractual provision(s). A "class grievance" can be submitted by the Union within the time limits for the filing of a grievance as set forth in this Article. A decision on a "class grievance" shall be final and binding on all affected bargaining unit members who are in the class.

ARTICLE VII
LABOR-MANAGEMENT COMMITTEE

At the request of either party, the Union, its chapter representatives, and the Chief of Law Enforcement or their designees shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations. The chapter representative may invite other Chapter bargaining unit members (not to exceed three) to attend such meetings. The Chief of Law Enforcement may invite other District representatives (not to exceed three) to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss and the names of the persons who will be attending at least three days prior to the date of the meeting. This Article shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement or for the purpose of negotiating changes or modifications to this Agreement. The Labor-Management Committee is intended to improve communications and shall be advisory only.

Employee participants who are scheduled to work will notify their Supervisor prior to their attendance at a meeting and if such attendance is approved, the employee will be permitted to attend the meeting during the employee's regular hours of work with no loss of pay. However, nothing contained in this Article shall be deemed to entitle an employee attending said meeting outside the employee's regular hours of work to any form of compensation for time spent at the meeting.

ARTICLE VIII
SENIORITY AND LAYOFFS

Section 8.1. Definition: Acquisition and Retention. For the purposes of this Agreement, seniority shall be defined as the length of continuous service within the rank of Police Sergeant in the Office of Law Enforcement among individual sworn Police Sergeants covered by this Agreement. If two or more sworn Sergeants covered by the Agreement share the same date of hire/promotion to the rank of Police Sergeant, seniority shall be determined longest tenure of continuous sworn service in Law Enforcement Department regardless of rank, and if there is still a tie in seniority, then by the lowest assigned badge number. Newly hired Police Sergeants and rehired Police Sergeants shall have no seniority prior to their completion of the probation period. Upon completion of the probationary period, a Police Sergeant's seniority shall relate back to their most recent date of hire.

Section 8.2. Probationary Period. The probationary period shall be six (6) months in duration from the first date of internal promotion to the rank of Police Sergeant in the Office of Law Enforcement and shall be twelve (12) months in duration from the first date of hire for any external lateral hire to the position of Police Sergeant in the Office of Law Enforcement. The probationary period may be extended by the District in its sole discretion for a period not to exceed an additional six (6) months. Time absent from duty in excess of thirty (30) calendar days annually shall not apply towards satisfaction of the probationary period. During the probationary period, a Sergeant who was hired from outside of the Office of Law Enforcement (i.e., a lateral transfer from another law enforcement agency) is subject to discipline, including discharge, without cause and with no recourse to grievance procedure or any other forum. During the probationary period, a Sergeant who was promoted from the rank of Police Officer within the Office of Law Enforcement, is subject to demotion back to the rank of Police Officer without cause and with no recourse to grievance procedure or any other forum. For any other form of discipline, including discharge, during the probationary period, a Sergeant who was promoted from the rank of Police Officer within the Office of Law Enforcement shall have a just cause standard subject to the grievance procedure in this contract. Layoffs. If the District in its sole discretion determines that a layoff is necessary, layoffs shall be made in the inverse order of seniority. All probationary employees in a position affected by layoff shall be separated before any non-probationary employee shall be subject to such a reduction in the work force.

Section 8.3. Recall. Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be given written notice of a recall by certified or registered mail. The employee shall notify the District's Chief Human Resources Officer, in writing, of the employee's intention to return to work within three (3) calendar days after receiving notice of recall or seven (7) calendar days from the date of the mailing of the notice, whichever is less. The District shall be deemed to have fulfilled its obligations by mailing the recall notice to the employee's last known mailing address, by certified or registered mail, return receipt requested, it being the obligation and responsibility of the employee to provide the District with the employee's latest mailing address. If an employee does not respond in a timely manner to a recall notice, the employee's name shall be removed from the recall list and shall lose his/her right to be re-employed. Recalled employees shall report to work within fourteen (14) days after their notification of intent to return to work (or such further date as may be, in the sole discretion of the District, be designated).

Section 8.4. Effects of Layoff. During the period of time that non-probationary employees have recall rights as specified above, the following provisions shall be applicable to any non-probationary employees who are laid off by the District:

1. An employee shall be paid for any earned but unused vacation days.
2. Each Covered Employee (and qualified beneficiary) insured under a district health plan will receive health coverage continuation options in writing, as allowed under COBRA, detailing eligibility, costs, election and payment deadlines, and length of continuation available.
3. Upon recall, the employee's seniority shall be adjusted by the length of the layoff.

Section 8.5. Posting of Seniority List. The District agrees to post annually a list covering the names of Sergeants who are covered by this Agreement, in order of seniority as defined in Section 8.1. The District shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the District in writing within fourteen (14) calendar days after the Union's receipt of the list.

Section 8.6. Termination of Seniority. Seniority and the employment relationship shall be terminated for all purposes, if the employee:

- (a) resigns from the District;
- (b) is discharged for just cause;
- (c) voluntarily retires (or is retired should the District adopt and implement a legal mandatory retirement age);
- (d) is laid off for a period in excess of one (1) year, or the employee's length of service, whichever is less; or

Seniority and the employment relationship may be terminated for all purposes, if the employee:

- (a) does not perform work for the District for a period of time in excess of the period of leave allowed under Public Employee Disability Act, Worker's Comp, and Family Medical Leave Act.
- (b) is laid off and fails to notify the Chief of Law Enforcement or designee of their intention to return to work within three (3) calendar days after receiving notice of recall or seven (7) calendar days from the date of the mailing of the notice, whichever is less or fails to return to work within two (2) working days after the established date for the employee's return to work;
- (c) fails to report to work at the conclusion of an authorized leave or vacation unless there are proven extenuating circumstances beyond the employee's control that prevent notification; or

- (d) is absent for two (2) consecutive working days without authorization unless there are proven extenuating circumstances beyond the employee's control that prevent notification.

ARTICLE IX

HOURS OF WORK

Section 9.1. No Guarantee. This Article is intended only as a basis of calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day, week, work period, or year.

Section 9.2. Hours of Work. The normal week shall consist of forty (40) hours. The workday shall include a thirty (30) minute paid lunch period. If a Police Sergeant's lunch period is substantially interrupted by emergency work duties, the Police Sergeant shall be allowed to take additional time off for lunch to account for his/her thirty (30) minute lunch period, work permitting. A Police Sergeant will notify the dispatch center of his/her going on his/her lunch period and the location of the lunch period, and further the Police Sergeant will notify the dispatch center when the lunch period is completed. Changes to established scheduling practices must only be made for the purpose of meeting department operating needs.

Section 9.3. Hours Worked The term "hours worked," as used above, shall include hours actually worked. and any paid absence for vacation, holidays, personal days, and compensatory time, but specifically excluding sick leave, bereavement leave, and workers compensation.

Section 9.4. Shift Assignments and Changes. The District retains the right to determine the total number of Sergeants to be assigned to each shift. Non-probationary Sergeants will have the right yearly to bid by seniority for the shift and scheduled days off of their preference. Such shift picks will be completed by October 15th. The shift schedule for the following calendar year will be effective the first Sunday of each new year and remain in effect for that calendar year. The Chief of Law Enforcement may reassign any Sergeant's shifts when necessary to accommodate training and supervision during periods when there are two (2) or more newly promoted Sergeants. The period of such shift assignments shall not exceed 60 days. Once a schedule of shift assignments has been posted, such assignments may not be changed. It is understood, however, the Chief of Law Enforcement retains the right to reassign Sergeants, either temporarily or otherwise, to accommodate light duty assignments, pre-scheduled training assignments, to cover an absence of a Sergeant which is expected to continue for thirty (30) days or more or under emergency circumstances, provided that this right will not be unreasonably utilized. Additionally, the Chief of Law Enforcement retains the right to reassign a Sergeant having performance issues and placed on a performance improvement plan to accommodate the employee's supervision and training. Such a reassignment shall not affect the schedule of another Sergeant who is not on a performance improvement plan without voluntary consent of the affected Sergeant.

Section 9.5. Overtime. Any hours actually worked by Police Sergeants in excess of forty (40) hours per week shall constitute overtime, which shall be paid at the rate of one and one-half (1 ½) times the Police Sergeant's then regular hourly rate of pay. For purposes of overtime calculation, hours actually worked shall be defined as hours actually worked and any paid absence for vacation, holidays, personal days, and compensatory time, but specifically excluding sick leave, bereavement leave, and workers compensation.

Section 9.6. Emergency Call Back Pay. Emergency call-back is defined as a situation in which an employee is called back to work in order to respond to an emergency or a significant unplanned occurrence that requires immediate response.

A call-back shall be compensated at one and one-half (1 1/2) times an employee's regular straight-time hourly rate of pay for all hours worked on call-back, with a two (2) hour minimum. This section shall not be applicable to scheduled overtime, scheduled meetings, range practice, training programs, or court appearances, the latter of which is covered by Section 9.7 immediately below.

Section 9.7. Court Time. Employees who are required to make court appearances on behalf of the District during times that they are not scheduled to work will receive pay for all hours worked at the rate of one and one-half (1 1/2) times their regular hourly rate, with a minimum guarantee of two (2) hours. The minimum guarantee shall not apply if court time continuously precedes or follows an employee's working hours, (either regularly scheduled or overtime), in which case the employee will be paid only for actual hours worked.

Section 9.8. Overtime Assignments. The Chief of Law Enforcement or designee(s) shall have the right to require overtime work.

Scheduled overtime that is needed to fill a supervisory shortage shall be offered to the Sergeants by seniority by communicating the needed overtime shift via the Mobile Data Computer (MDC), or email, or text message. The Sergeants shall be allowed a period of not less than 24 hours to reply before the assignment is otherwise offered to police officers. The assignment of overtime shall be offered to the most senior Sergeant to the least senior Sergeant.

Scheduled overtime that is needed to fill a supervisory need for a special event, special assignment, or detail, shall be communicated via the Mobile Data Computer (MDC), or via email, or by text message, and then awarded based on seniority. The Sergeants shall be allowed a period of not less than 24 hours to reply before the assignment is otherwise offered to police officers.

Whenever practicable, overtime assignments shall be made known to all Sergeants by communicating via the Mobile Data Computer (MDC), or via email, or by text message. If a posted overtime assignment is not filled, the Chief of Law Enforcement or designee can mandate that the overtime be worked by rotating seniority, with the rotation starting with the least senior qualified Sergeant.

Posted overtime assignments that have been awarded to a Sergeant and are canceled within 24 hours of the date and time of the overtime assignment, will be considered short notice canceled overtime. The affected Sergeant will receive priority for the next available overtime that is not assigned, the hours of which are excluded from a Sergeant's regular work schedule. In the event that more than one Sergeant's overtime is canceled, priority will first be determined by seniority. If the affected Sergeant declines the next available overtime assignment, the affected sergeant will no longer be entitled to receive priority for the next overtime opportunity, and the normal procedure in this section shall be followed. Management will be responsible for notifying the affected Sergeant when such an overtime opportunity exists.

For unscheduled overtime assignments (i.e., overtime assignments that are not posted as provided above) the Chief of Law Enforcement or designee(s) will attempt to contact all Sergeants by seniority to make the overtime assignment(s). If no Sergeant volunteers for the offered overtime assignment(s), it will be assigned by rotating seniority, with the rotation starting with the least senior qualified Sergeant. If the shortage occurs on the afternoon shift, a day shift Sergeant on duty that day may be directed to stay on to work the overtime. In the event a Sergeant takes short notice unscheduled sick time the District shall offer overtime by seniority to the other sergeants prior to filling the unscheduled shortage with an officer in charge or other command staff.

In addition, notwithstanding the above, the District retains the right to assign specific individuals to perform specific overtime assignments due to their qualifications or to complete work in progress and the District shall not be required to break in on work in progress or change an employee's shift in assigning overtime.

If an employee establishes that they have not received an overtime opportunity they should have, such employee may have first preference for the next overtime assignment.

Section 9.9. Compensatory Time. In lieu of overtime pay, Sergeants may elect to accumulate up to a maximum of eighty (80) hours of compensatory time at any one time. Compensatory time shall be granted on the basis of one and one-half hours of compensatory time for each hour of overtime worked. Compensatory time may be carried over to the next calendar year as long as the maximum of eighty (80) hours at any one time is not exceeded. Accumulated compensatory time shall be scheduled at the mutual convenience of the employee and the Chief of Law Enforcement or designee as long as it will not result in overtime or otherwise adversely affect or interfere with the operations of the police department. With at least thirty (30) days written notice, the District may pay a Sergeant for a portion or all of their accumulated compensatory time that exceeds forty (40) hours at their then current hourly rate of pay. Upon termination or retirement, a Sergeant will be paid for all accumulated but unused compensatory time at the Sergeant's current hourly rate of pay.

Section 9.10. No Pyramiding. Compensation shall not be paid more than once for the same hours under any provisions of this Agreement, except as listed below:

1. Where the Sergeant is not physically working during the relevant hours during a shift switch as defined in this Section, and another Sergeant is performing the work, the Sergeant may sign up for overtime where the hours of such posting overlap with the shift switch.
2. A Sergeant may not sign up for an overtime assignment and then request a swap day (shift switch) or take paid time off in order to purposely create a situation where the Sergeant will be paid for the same hours twice. An Sergeant on paid time off or on a shift switch shall be eligible to perform unscheduled overtime assignments and emergency overtime callouts, pursuant to the procedures in Section 9.6.

3. No further exceptions are permitted.

Section 9.11. Shift Switch. A police Sergeant may request to switch their full regularly scheduled duty shift with another police Sergeant. Any such request must be submitted at least 24 hours in advance and shall be subject to the approval of the supervisor(s) for both Sergeants involved in the requested switch and shall at all times be subject to paramount needs of the department. Any approved switch must be completed within the next ninety (90) days following the switch. For pay purposes, including overtime, both Sergeants involved in the switch shall be deemed to have worked their regularly scheduled shift and not the shift involved in the switch. Once a switch with another employee has been approved, no other paid time off time may be taken in lieu of and/or in addition to the original switch.

Section 9.12. Overnight On-Call Sergeant Pay. A Police Sergeant who is appointed by the Chief of Police or their designee to serve as the on-call sergeant shall be assigned to a seven (7) consecutive day on-call period beginning at 12:00 a.m. on Monday and ending at 11:59 p.m. on the following Sunday. During this period, the on-call sergeant shall be responsible for answering phone calls between the hours of 12:00 a.m. and 6:00 a.m. each day.

For each week of the on-call assignment, the designated sergeant shall receive a lump-sum stipend of \$200 for the week, regardless of whether a call-out occurs.

If the on-call sergeant is required to physically report to duty during the on-call period, they shall be compensated for either: a minimum of two (2) hours at their overtime rate of pay, or the actual hours worked at their overtime rate of pay, whichever is greater.

ARTICLE X
SICK LEAVE

Section 10.1. Purpose and Use. Sick time can be used for an approved absence that falls under the following guidelines: Illness or injury of a Covered Employee, their dependent(s), or immediate family member(s), medical or dental care, preventative health or been recent exposure to a contagious disease and could endanger others by attendance on duty. Immediate family member includes: mother, father, mother-in-law, father-in-law, brother, sister, spouse, children, grandchildren, grandparents, and stepparent. The above also applies to a person who is legally acting as a guardian.

Section 10.2. Sick Leave Accrual. Effective January 1 following a Covered Employee’s hire date and every year of full-time employment thereafter, an employee will receive sixty-four (64) sick hours per calendar year, accrued at 5.33 hours per month. Accrual of sick time ceases during any medical or personal leave of absence over thirty (30) calendar days.

During the first calendar year of employment as a regular full-time Covered Employee, the following sick time accrual schedule shall apply:

If Hired:	Eligible For:
January – February	<u>64 Hours</u>
March – May	<u>48 Hours</u>
June – August	<u>32 Hours</u>
September – October	<u>16 Hours</u>
November – December	<u>0 Hours</u>

Section 10.3. Use of Sick Time. Each Covered Employee must notify their immediate supervisor when illness or injury prevents the Covered Employee from coming to work. Notice to the supervisor should be given no later than thirty (30) minutes before the Covered Employee’s scheduled starting time and for each shift the Covered Employee is unable to report for work unless the nature of the illness or injury makes notification impossible. If notification cannot be made prior to the start of the Covered Employee’s shift, the Covered Employee must make notification as soon as reasonably possible, including the reason for the delay in notification.

Sick time is not counted as time worked for purposes of overtime computation. It shall be the Covered Employee’s responsibility to provide their supervisor with complete and accurate information on their time document regarding the use of sick time. Sick time may not be taken in smaller denominations than one-fourth (1/4) of an hour.

For any absences caused by illness or injury of Five (5) consecutive days or longer, or as more frequently permitted by the FMLA, a doctor’s statement will be required before returning

to work. It is the responsibility of the Covered Employee to update their supervisor daily, via phone, email or text message, of the status of their injury or illness.

A doctor’s statement will also be required when a Covered Employee demonstrates frequent, chronic, or other operationally disruptive patterns of sick leave use regardless of the amount of sick time used. If the Covered Employee’s doctor’s statement does not substantiate disability or fitness for duty, they may be required to take an independent medical examination at District expense. The Covered Employee’s time to attend independent medical examination shall be compensated time either through paid administrative leave or counted as hours worked. A Covered Employee determined to be abusing sick leave shall result in denial of sick leave and subject to the appropriate disciplinary action.

Section 10.4. Monetary Compensation Upon Termination. Upon a Covered Employee’s termination, their sick leave accruals shall be paid out as follows:

- A. Sick Leave Accrued On or Before December 31, 2016 (eligible employees employed on or before December 31, 2011). Upon the employee’s voluntary termination of employment, accompanied by an irrevocable letter of resignation or retirement, or as the result of a non-job performance related layoff, the employee will receive either (1) IMRF service credit*; or (2) monetary compensation for accrued but unused sick leave, based on continuous service through December 31, 2016, per the schedule below. An employee must choose one option or the other, but not both. If the employee chooses monetary compensation, it will be paid in one lump sum in the second calendar month after termination. Such payment will not be reportable to IMRF as earnings and will not be considered by IMRF when it calculates the employee’s final rate of earnings. Effective December 31, 2016, the accrual of such sick leave shall cease and the value of the sick leave accrued as of that date will be frozen. Employees may, however, at any time use such days as sick days pursuant to the terms of this policy, resulting in a reduced payout or reduced IMRF service credit* at termination.

Years of Completed Continuous Service**	Monetary Compensation Percentage Rate
5 through 7 years	50%
8 through 10 years	67%
11 through 15 years	75%
16 years or greater	100%

*Note that IMRF service credit is only available to retiring employees who meet IMRF rules, policies and guidelines

**As of December 31, 2016.

- B. Sick Leave Accrued on or Before December 31, 2016 (eligible employees employed on or after January 1, 2012, but before January 1, 2017). Any sick leave accrued

shall be added to the employee's bank, subject to the 960-hour maximum accrual discussed in paragraph C, below. Such accrued sick time may be used as needed, according to the guidelines above. Alternatively, it may be used toward IMRF service credit, per the terms of paragraph C, below.

- C. **Sick Leave Accrued Effective January 1, 2017 (all eligible employees).** Effective January 1, 2017, sick time may be accrued up to a maximum of 960-hours. This accrued sick leave bank will be maintained separately from sick time earned by those employed on or before December 31, 2011, whose value in that bank is now frozen (see paragraph A., above.) Sick time accrued effective January 1, 2017, under this policy, may be used as needed, according to the guidelines above.

Effective January 1, 2017, upon an eligible employee's voluntary termination of employment, accompanied by an irrevocable letter of resignation or retirement, or as the result of a non-job performance related layoff, the employee may obtain IMRF service credit for sick leave accrued under this paragraph C., to the full extent permitted by Illinois law and IMRF rules, policies and guidelines. Such credit will be limited to a maximum of 960-hours of accrued sick leave under this policy.

NOTE: An employee's combined sick leave banks pursuant to paragraphs A, B and C may not exceed 2,000 total accrued sick hours. For example, if an employee has accrued 2,000 sick hours or more under paragraph A, above, the employee will not be eligible to accrue any additional days under paragraph C, unless and until he uses sick days and his balance under paragraph A falls below 2,000 accrued hours. The employee will not be eligible to accrue additional days under paragraph A under any circumstances. Upon dismissal from employment for cause, sick leave credits will be forfeited.

Section 10.5. Me-Too Clause. The parties agree that should the District confer an increased amount of Sick Leave Accrual to any or all non-contractual District Employees (this includes non-represented employees and employees represented by a collective bargaining agent but does not include members of MAP #471) at a date subsequent to the effective date of this Agreement, that such increase shall be conferred upon the Covered Employees pursuant to a Side Letter of Agreement and shall be adopted into the next successor Agreement,

OTHER LEAVES OF ABSENCE

Section 11.1. Jury Duty. An employee who is required to report for jury duty shall be excused from work without loss of pay for the period of time which the employee is required to be away from work and during which the employee would have otherwise been scheduled to work. If an employee is on the day or afternoon shift and reports for jury duty and is excused, the employee shall report for work at his regularly scheduled starting time, or as soon thereafter as possible.

An employee shall notify the Chief of Law Enforcement or his/her designee if the employee is required to report for jury duty. In order to be compensated for performing jury duty, an employee must sign over to the District any check received for performance of such jury duty.

Section 11.2. Bereavement Leave. A Sergeant who is budgeted to work at least twenty (20) hours per week and who has completed at least 90 days of service is eligible to take Bereavement Leave in the event of the death of a member of his/her family in order to attend the funeral. Bereavement Leave must be taken on consecutively scheduled days, i.e., the time may not be split. Payments made under this policy are not counted as time worked for purposes of overtime computation. Employees are allowed bereavement leave in accordance with the following schedule:

UP TO THREE (3) DAYS LEAVE			UP TO ONE (1) DAY LEAVE
Mother	Spouse or Civil Union Partner (as defined by Illinois law)	Grandparent	Sister-in-law
Father	Child	Grandchild	Brother-in-law
Brother	Mother-in-law	Step-parent	Grandparent-in-law
Sister	Father-in-law	Step-child	Son-in-law
Or a person who is legally acting in one of the above capacities			Daughter-in-law

The District retains the right to require proof of the funeral and the employee’s attendance at the funeral.

Section 11.3. Military Leave. Military leaves will be granted in accordance with applicable laws.

Section 11.4. Family Medical Leave Act. The District agrees to abide by the provisions of the Family and Medical Leave Act of 1993, as amended, but the enforcement of this provision shall be as provided in said Act and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The parties agree that the District may take any steps that the District deems appropriate to implement and comply with the Act and the rules and regulations issued thereunder, or as amended.

Section 11.5. Discretionary Leaves. The District, in its discretion, may grant, in its sole discretion, a leave of absence under this Article to any bargaining unit employee. The District shall set the terms and conditions of the leave, including whether or not the leave is to be with or without pay and/or with or without benefits. All requests for such leave must be submitted in writing by the employee via his/her department head to the District's Manager of HR. Such leave will be granted only when it is not detrimental to the best interests of the District.

Section 11.6. Benefits While On Leave. Unless otherwise stated in this Article or otherwise required by law, seniority shall not accrue for an employee who is on an approved non-paid leave status (excluding disciplinary suspensions of less than 30 days). Accumulated seniority shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status. Upon the employee's return, the District will place the employee in the employee's previous job if the job is vacant; if the job is not vacant, the employee will be placed in the first available opening in the employee's classification. If, upon expiration of the leave of absence, there is no work available for the employee or if the employee would have been laid off according to the employee's seniority except for the employee's leave, the employee shall go directly on layoff. During the approved leave of absence or layoff under this Agreement, the employee shall be entitled to continuation or conversion coverage under applicable group medical (pursuant to COBRA) and life insurance plans to the extent provided in such plans, provided the employee makes arrangements for the change and arrangements to pay the entire insurance premiums involved.

Section 11.7. Non-Employment Elsewhere. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who engage in employment elsewhere during such leave may be subject to immediate termination.

Section 11.8. Family Bereavement Leave Act. The Family Bereavement Leave Act ("Act") requires Illinois employers to grant employees 10 workdays of unpaid leave for child death, pregnancy loss, failed adoptions, unsuccessful reproductive procedures, and other diagnoses or events impacting pregnancy and fertility. The FBLA went into effect on January 1, 2023.

Eligible employees are able to take up to 10 days of unpaid leave: To grieve the death of a biological or adopted child, a foster placement or stepchild, a miscarriage, an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure (e.g. In Vitro Fertilization), a failed adoption match or an adoption that is not finalized because it is contested by another party, a failed surrogacy agreement, a diagnosis that negatively impacts pregnancy or fertility; or stillbirth, attending the funeral or alternative to a funeral, of a covered family member, making arrangements necessitated by the death of a covered family member, or grieving the death of a covered family member. Covered family members include children, stepchildren, spouses, domestic partners, siblings, parents, parents-in-law, grandchildren, grandparents, or stepparents.

In order to request leave under this Section, the employee may be required to provide a letter from their health care provider stating that the employee has a qualifying reason under the Act. The documentation from the provider is not required to state the category in which the leave falls under; it is only required to state that the employee is eligible for this type of leave. In the

event of the death of more than one covered family member in a 12-month period, an employee is entitled to up to a total of 6 weeks of bereavement leave during the 12-month period. If an employee has already exceeded the leave allowed under FBLA, this policy does not create a right to additional leave.

Section 11.9. PEDA. Sergeants are covered by the provisions of the Illinois Public Employee Disability Act, 5 ILCS 345/1, or as amended.

ARTICLE XII
VACATIONS

Section 12.1. Eligibility and Accrual of Vacation. Full-time Sergeants will accrue paid vacations on the following basis:

YEARS OF CONTINUOUS SERVICE	VACATION HOURS ACCRUED MONTHLY	VACATION HOURS ANNUAL EQUIVALENT
0-1 year	8 hours	96 hours
2 years	8.67 hours	104 hours
3 years	9.33 hours	112 hours
4 years through 9 years	10 hours	120 hours
10 years through 14 years	13.33 hours	160 hours
15 years through 23 years	Varies	160 hours plus 8 additional hours for each year of service above 15 years
24 years or more	20 hours	240 hours

**** Total years of service shall be based on the employee’s benefit eligibility date which includes all eligible service in roles within the Forest Preserve District of DuPage County.**

Although, for payroll purposes, an employee’s record may reflect vacation hours “banked” prior to their six (6) month anniversary, these hours are not available for use or payout until the employee has reached their six (6) month anniversary.

Section 12.2. Vacation Eligibility. In order to be eligible to accrue vacation hours for any month, the employee must be paid for at least 120 hours during the preceding month of employment.

Section 12.3. Vacation Pay. The rate of vacation pay shall be the employee’s regular straight-time rate of pay in effect on the payday immediately preceding the employee’s vacation.

Section 12.4. Vacation Scheduling. During the term of this Agreement, vacation requests for the following calendar year will be accepted after shift picks are completed and before the 31st of October of the prior calendar year. The final right to designate vacation periods and the maximum number of employee(s) who may be on vacation at any one time is exclusively reserved by the Chief of Law Enforcement in order to ensure the orderly performance of the police services provided by the District

Sergeants will request vacation days in writing, on a seniority basis. Initial requests will be submitted to the Chief of Police or Supervising Lieutenant assigned during the designated shift vacation meeting. The most senior sergeant of each shift will pick one (1) vacation block and then the remaining vacation picks will descend to the lowest senior sergeant until the first round of picks are completed.

The second round of vacation picks will start with the most senior sergeant of each shift and will descend to the lowest senior sergeant. Additional rounds will continue in this manner until there are no further vacation picks.

Vacation requests submitted after the designated shift vacation meeting will be considered on a first-come basis. Individual vacation requested after the designated shift vacation meeting will be granted if it will not result in overtime or otherwise adversely affect or interfere with the operations of the Police Department. Once vacation time is granted, it will not be canceled except in an emergency with the consent of the Police Sergeant involved.

Section 12.5. Limitation on Accumulation of Vacation. Annual vacations are to be taken in the calendar year in which earned, provided that a maximum of up to 80 hours of earned vacation may be carried over from one year to the next year.

Section 12.6. Vacation Pay upon Separation. A sergeant who leaves the employment of the District shall be compensated for vacation which is earned and unused on the date of termination, less the monies owed to the District, at his/her then hourly rate of pay. The date of termination cannot be extended by the use of vacation. It is the District's expectation that a sergeant will provide at least two weeks written notice prior to separation.

If an employee separates employment before the end of the calendar year and has used or received payment for any unearned vacation time, his/her final paycheck will be reduced accordingly. If the amount of the final paycheck is insufficient, the employee must pay the District back the remaining value of the used portion of vacation time at the same rate it was advanced to him/her.

Section 12.7. Vacation Payout. With the Chief of Law Enforcement's prior written approval, a sergeant may, in lieu of taking earned vacation time off, receive compensation for up to fifty percent (50%) of his/her annual vacation accrual. Example: A sergeant who accrues 120 hours of vacation may request to receive compensation for up to 60 hours of vacation and, if approved, will be paid at his/her regular straight-time hourly rate of pay for all such hours. A sergeant cannot receive compensation for any vacation hours that were carried over from the prior year as provided in Section 12.5 above.

Section 12.8. Vacation Time Definition. Vacation days, holiday time, personal days, and compensatory time are considered the same for the purposes of requesting time off. The district may require that a sergeant identify which type of leave he/she wishes to use.

ARTICLE XIII
HOLIDAYS & PERSONAL DAYS

Section 13.1. Holidays. The following twelve (12) listed holidays are the recognized holidays for purposes of this Article. Employees may be scheduled to work on the holidays.

New Year's Day	Columbus Day
M.L. King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Juneteenth (June 19th)	Labor Day
Independence Day (July 4)	
Christmas Day	
Or any additional holidays approved by the Board of Commissioners	

Section 13.2. Eligibility Requirements. To be eligible for holiday pay, the employee shall work his/her last scheduled workday before the holiday and the first scheduled workday after the holiday, unless the absence on either or both of these workdays is for good cause and approved by the Chief of Law Enforcement. Employees on bereavement leave, jury duty leave, and approved compensatory time are eligible for holiday pay, but employees on other types of leave are not eligible.

If one of the holidays listed in Section 13.1 falls on a day that the employee is off on paid vacation, the employee shall be paid for the holiday and shall not be charged for the vacation day.

Section 13.3. Holiday Pay. A sergeant who meets the eligibility requirements set forth in Section 13.2 shall receive, in addition to his straight time pay for the hours worked on the holiday an additional eight (8) hours of holiday paid time off or may request within the same pay period to receive eight (8) hours of compensation at straight time in lieu of equivalent time off. If a holiday falls on an sergeant's normally scheduled day off, the sergeant shall, if the eligibility requirements set forth in Section 13.2 have been met, receive eight (8) hours of holiday paid time off, or may request within the same pay period to receive eight (8) hours of compensation at straight time in lieu of equivalent time off. All hours of paid holiday time off must be taken by December 31 or be forfeited; provided, however, any paid holiday time off earned in the month of December must be taken by March 31 of the following year or be forfeited.

If an employee is not scheduled to work on a holiday and is called out, held over, or called back to work in an emergency situation on a holiday, the employee shall be paid time and one-half for all hours worked on the holiday.

Hours of holiday paid time off accrued in accordance with the foregoing provisions shall be taken at a time mutually convenient to the employee and the Department as long as it will not result in overtime or otherwise adversely affect or interfere with the operations of the Police Department.

Section 13.4. Personal Day Paid Time. Except during the first year of employment, employees shall earn forty hours (40) Personal Day paid time per calendar year. Personal Day paid time shall be taken at time mutually convenient to the employee and Department as long as it will not result in overtime or otherwise adversely affect or interfere with the operations of the Police Department. The Union and the District have bargained the terms of paid personal days under this section after the passage of Paid Leave for All Workers Act, 820 ILCS 192/. The Union and the District agree to waive the requirements of the Paid Leave for All Workers Act, as permitted under 820 ILCS 192/15(n).

During the first calendar year of employment, the following schedule for earning personal days shall apply:

HIRED	ELIGIBLE FOR
January -- February	40 hours of personal day paid time
March – April	32 hours of personal day paid time
May – June	24 hours of personal day paid time
July – August	16 hours of personal day paid time
September – October	8 hours of personal day paid time
November – December	0 hours of personal day paid time

ARTICLE XIV
WAGES

Section 14.1. Salaries and Step Placement. Bargaining Unit Members covered by this Agreement shall be paid pursuant to the wage scale which is attached hereto and incorporated herein as Appendix A. Step 1 will be maintained at a rate that is never less than five percent (5%) above the highest step in the patrol officer's step plan.

Upon initial hire into the position of Sergeant, new hires including internal promotions and lateral transfers will be placed at Step 1.

Employees, including probationary employees, shall be eligible to move beyond the 1st step and up to and including the 7th step on an annual basis (i.e., on January 1 of the following year), but such movement shall be based on a determination that the employee is meeting departmental standards based on an evaluation of the employee's performance during the preceding year. If an employee alleges that he has been unreasonably denied a step increase, the employee may file a grievance in accordance with the grievance and arbitration procedure set forth in this contract.

Section 14.2. On/Off Duty Designation. At the beginning of each shift, each Police Sergeant shall be considered "on-duty" when, upon entering their assigned patrol vehicle, they notify the dispatch center via radio of their duty commencement. Sergeants shall be accordingly compensated as such. At the end of a shift, Sergeants will likewise notify the department dispatch center and shall then be considered "off-duty."

ARTICLE XV **INSURANCE**

Section 15.1. Coverage. The District agrees to provide medical, dental, and life insurance for employees as set forth herein. Notwithstanding the foregoing, the District retains the right to change insurance carriers or to self-insure or to adopt a Health Maintenance Organization (“HMO”) or PPO plan for the provision of life insurance or medical benefits, and the District further reserves its right to institute, maintain and change cost containment, benefit and other provisions of the medical plan provided that such changes are made in the plan for other District employees.

Section 15.2. District Insurance Benefit Reciprocity. In recognition of the desirability of maintaining a uniform policy District-wide with respect to insurance benefits and notwithstanding the foregoing provisions contained in this Article, the parties agree that if the District makes any changes, modifications or improvements with respect to any of the District’s life insurance, dental insurance or medical/hospitalization insurance programs that are applicable to other full-time District employees generally, then such changes, modifications, or improvements (including the cost sharing arrangements between the District and the employee) shall likewise be applicable to the employees covered by this Agreement on the same terms and on the same date that they are applicable to other full-time District employees.

Section 15.3. Life Insurance. The District shall continue to provide employees with term life insurance (including accidental death and dismemberment) commencing the first day of the calendar month following the employee’s hire date in an amount of \$50,000.00. Employees have the option of purchasing additional life insurance through the District’s policy at their own cost.

Section 15.4. Terms of Insurance Policies to Govern. The extent of coverage under the insurance plan documents (including HMO or PPO plans) referred to in this Agreement shall be governed by the terms and conditions set forth in those policies. Any questions or disputes concerning such insurance documents, or benefits under them, shall be resolved in accordance with the terms and conditions set forth in the policies and shall not be subject to the grievance and arbitration procedures set forth in this Agreement. The failure of any insurance carrier(s) or organization(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the District, nor shall such failure be considered a breach by the District of any obligation under this Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or organization(s) from any liability it may have to the District, District employee or beneficiary of any District employee.

Section 15.5. Coverage While in Unpaid Status. An employee who is in unpaid status (e.g., on an approved unpaid leave of absence or who is on layoff with recall rights) shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for the coverage selected, or as permitted by law.

Section 15.6. Retiree Insurance Coverage. Until eligible for Medicare, employees retiring under IMRF or on disability retirement pursuant to IMRF shall be allowed to purchase the hospitalization/medical program at the active group rate for current employees by paying in advance the full applicable monthly premium for employee coverage and, if desired at the time of retirement, for dependent coverage until eligible for Medicare.

Section 15.7. Survivor's Insurance. The employer shall provide health insurance benefits to a surviving spouse of an employee covered under public safety employee benefits act, 820 ILCS 320/10 (as amended), in accordance with the provisions of the act.

ARTICLE XVI **DISCIPLINE**

Section 16.1. Discipline. The District has the right to discipline Police Sergeants. Although discipline shall normally be progressive and corrective, the District need not apply these types of discipline in sequence for more major offences, but rather may base the type of discipline to fit the severity of the offense and/or infraction involved. The type of disciplinary action imposed will be at the discretion of the District in consideration of all relevant factors, but disciplinary action may only be imposed upon a post-probationary Police Sergeant only for cause. The District may adopt rules and regulations governing Police Sergeants conduct and, from time to time change or modify them. The District shall either post or provide copies of any rules and regulations, which are adopted or amended, to the Police Sergeants.

Section 16.2. Suspension Pending Investigation. Nothing herein shall be deemed to impair the District's right or authority to suspend an employee with or without pay pending investigation.

Section 16.3. Pre-suspension or Discharge Meeting. Prior to suspending a non-probationary Sergeant without pay or discharging a non-probationary Sergeant, the District shall offer to convene a pre-suspension or discharge meeting. The District shall offer to meet with the Sergeant involved, and his/her union representative, should the Sergeant request such representation, to discuss the circumstances giving rise to the contemplated suspension and/or discharge. During this meeting, the District or designee will afford the Sergeant an opportunity to present his/her side of events and address any charges against him/her.

Section 16.4. Arbitration of Suspension or Discipline. If a Sergeant elects to dispute a suspension without pay imposed on the Sergeant by the District, the Sergeant, or the Union if the Sergeant so authorizes in writing, may file a grievance pursuant to the provisions of Article VI of this Agreement. If a non-probationary Sergeant is discharged by the District, the Sergeant, or Union if the Sergeant so authorizes in writing, may file a grievance at step 3 of the grievance procedure set forth in Article VI of this Agreement. The contractual grievance and arbitration procedure shall be the sole recourse for appealing such disciplinary action and shall be in lieu of any other appeals procedures that may have been previously available.

Section 16.5. Disciplinary Rights of a Police Sergeant. Any Sergeant who is interrogated concerning alleged conduct that could give rise to discipline greater than an oral or written shall be entitled to the rights set forth in the Uniform Police Officers Disciplinary Act, 50 ICLS §725/3; provided, however, that this section cannot be the basis of a grievance under Article VI of this Agreement.

Section 16.6. Disclosure of Electronic Evidence. Any Sergeant who is interviewed or interrogated as defined under the uniform peace officer disciplinary act 50 ILCS 725/1 *et seq.* concerning alleged conduct that could give rise to discipline shall be able to review any video, body camera, or squad camera video, or any audio, radio, or telephonic recordings regarding the alleged conduct prior to any questioning unless expressly prohibited by law that are in the possession of the employer prior to the interrogation. Sergeants shall have the option of reviewing this information in the presence of the sergeant's attorney or labor representative prior

to making a statement during an interrogation, provided that such review shall not unreasonably delay the investigatory interview.

ARTICLE XVII
MISCELLANEOUS PROVISIONS

Section 17.1. Ratification and Amendment. This Agreement shall become effective when ratified by the Board of Commissioners and the Union and signed by authorized representatives thereof and may be amended or modified during its term only with the mutual written consent of both parties.

Section 17.2. Gender. Wherever the male gender or female gender is used in this Agreement, it shall be considered to include all genders equally.

Section 17.3. Application of Agreement to MEG Unit and Other Special Assignment Employees. Notwithstanding anything to the contrary in this Agreement, Sergeants who are assigned to the Metropolitan Enforcement Group (“MEG”) or to any other governmental or inter-governmental agency having an independent law enforcement authority or basis of jurisdiction, and Sergeants assigned to perform law enforcement functions under the partial direction of another governmental entity shall be subject for the duration of such assignment to the practices, policies, procedures and directives which are generally applicable to Sergeants assigned to that agency or which are applied pursuant to the authority of the other governmental entity, even though such practices, policies, procedures and directives may be inconsistent or in conflict with the provisions of this Agreement. The application of such practices, policies, procedures and directives shall not be subject to the grievance and arbitration procedures of the Agreement. Without in any way limiting the generality of the foregoing, the practice, policies, procedures and directives of MEG applicable to hours of work and overtime shall be deemed to supersede inconsistent or contrary provisions of this Agreement.

Section 17.4. No Solicitation. While the District acknowledges that bargaining unit employees may conduct solicitation of DuPage merchants, residents or citizens, the Chapter agrees that no bargaining unit employee will solicit any person or entity on behalf of the DuPage Forest Preserve Police or the Forest Preserve District of DuPage County.

Bargaining unit members agree that the District name, shield or insignia, communication systems, supplies and/or materials will not be used for solicitation purposes. Solicitation for the benefit of the collective bargaining representative by bargaining unit employees may not be done on work time in a work uniform. The bargaining unit employees agree that they will not use the words “DuPage Forest Preserve Police” in their name or describe themselves as the “Forest Preserve District of DuPage County.” Bargaining unit members shall have the right to explain to the public, if necessary, that they are members of an organization providing collective bargaining, legal defense and other benefits to all patrol police sergeants employed by the District.

The foregoing shall not be construed as a prohibition of lawful solicitation efforts by bargaining unit members directed to the general public. Each party hereto agrees that they will comply with all applicable laws regarding solicitation.

This Section 17.4 does not apply to the solicitation efforts of the Illinois Council of Police or any of its agents who are not bargaining unit employees.

Section 17.5. Fitness for Duty. If there is any question concerning an employee's fitness for duty or fitness to return to duty following a layoff or authorized leave, the District may require, at its expense, that the employee have an examination by a qualified and licensed medical professional(s) selected by the District. If there is a difference of opinion between the District's medical professional and the employee's medical professional, the employee shall be directed to obtain the opinion of a third medical professional of equivalent qualifications who shall be jointly selected by the District's medical professional and the employee's medical professional. In such event, the decision of the third medical professional shall determine the employee's fitness for duty and such determination shall not be subject to the grievance and arbitration procedure specified in this Agreement.

If it is determined that an employee is not fit for duty based on the results of such an examination(s), the District may place the employee on sick leave.

Section 17.6. Tuition Reimbursement. Employees covered by this Agreement shall be eligible to participate in any tuition reimbursement plan that the District may have in effect from time to time on the same terms and conditions that are applicable to District employees generally.

Section 17.7. Outside Employment. No employee shall engage in outside employment, (which includes self-employment) unless the Chief of Law Enforcement or his designee, in accordance with applicable policies that may be in effect from time to time, has approved such outside employment. Except during an employee's vacation period, approved outside employment shall not exceed twenty (20) hours per week. Any change in the nature or extent of an employee's approved outside employment shall be subject to the approval of the Chief of Law Enforcement or his designee. Without limiting the types of outside employment that will not be approved, secondary employment in any situation that would reflect negatively on the Forest Preserve District of DuPage County Office of Law Enforcement will not be approved.

Section 17.8. Drug and Alcohol Testing. The District may require an employee to submit to urine and/or blood tests if the District determines there is reasonable suspicion for such testing. In addition, employees shall be subject to random drug and alcohol testing in accordance with the then applicable District policies governing random drug and alcohol testing.

The illegal use, sale or possession of proscribed drugs at any time while employed by the District, abuse of prescribed drugs, as well as being under the influence of alcohol or the consumption of alcohol while on duty, shall be cause for discipline up to and including termination.

Section 17.9. Maintenance of Economic Benefits. All economic benefits which the District is obligated to provide to employees during the term of this Agreement are set forth herein. Economic benefits currently not set forth in this Agreement may be commenced, modified, or discontinued by the District at its discretion. This provision shall not apply to economic benefits mandated by Federal or State law.

Section 17.10. Resolution of Impasses. The resolution of any bargaining impasse for a successor agreement shall be in accordance with the provisions of the Illinois Public Labor Relations Act and the rules and regulations of the Illinois State Labor Relations Board except as modified by the following:

1. The parties agree that the arbitration proceedings shall be heard by a single, neutral arbitrator. Each party waives the right to a three member panel of arbitrators as provided in the Act.
2. In the absence of agreement on a neutral arbitrator, the parties agree to use the arbitrator selection procedure set forth in Section 6.3 of the Agreement to select the arbitrator.
3. Not less than fourteen (14) calendar days prior to the date when the first day of the interest arbitration hearing is scheduled to commence, the representatives of the parties shall meet and develop a written list of those issues that remain in dispute. The representatives shall prepare a Stipulation of Issues in Dispute for each party to then execute and for submission at the beginning of the arbitration hearing. The parties agree that only those issues listed in the Stipulation shall be submitted to the arbitrator for decision and award.
4. Not less than seven (7) calendar days prior to the date when the first day the arbitration hearings are scheduled to commence, the representatives of the parties shall simultaneously exchange in person their respective written final offers as to each issue in dispute as shown on the Stipulation of Issues in Dispute. The foregoing shall not preclude the parties from mutually agreeing to modify their final offers or to resolve any or all of the issues identified as being in dispute through further collective bargaining.

Section 17.11. Uniforms and Equipment. The District will provide at no cost to the employee the initial issue of required uniforms and equipment items including Class A dress jackets to attend and represent the District at ceremonies and services will be provided to all members by December 31, 2026. The District will reimburse Sergeants up to \$800 for each year through the term of this contract, to replace required uniform and equipment items, provided a sergeant must submit appropriate receipts for the purchase of replacements for required uniform and/or equipment item(s). It is the employee's responsibility to clean and maintain the required uniform and equipment items. A sergeant may also use a Department of Law Enforcement purchase order (P.O.) number or department credit card to purchase required uniform and equipment item(s) up to the value of \$800, however, the sergeant will not be eligible for reimbursement of any item(s) purchase with the Department P.O. number or department credit card.

Section 17.12. Body Armor. The District agrees to provide at its expense a bullet-resistant vest to each sergeant covered by this Agreement within thirty (30) days after the sergeant's start date. This time limitation shall not apply when circumstances beyond the District's control prevent meeting said time frame. The District agrees to replace at its expense each bullet-resistant vest upon the manufacturer's suggested expiration date. The District shall

have the sole discretion to determine the vest to be provided as long as the vest meets the minimum standard of a threat level II, side ballistic panels, and a chest trauma plate. Sergeants who wish to use a higher threat level or different manufacturer than the District chooses to use shall be entitled to do so and shall be reimbursed for up to the cost of the District provided vest upon providing a receipt for the purchase of the different vest. Unless the Chief of Law Enforcement determines that the circumstances dictate otherwise, the use of bullet-resistant vests shall be optional on the Sergeant's part.

Section 17.13. Reimbursement of Training Expenses. The District's Police Sergeants Training Course Agreement that will be used during the term of this Agreement is attached as Appendix B.

Any covered Sergeant who incurs covered out-of-pocket expenses in connection with pre-approved conferences and/or training shall be entitled to reimbursement pursuant to the then applicable District policies and practices.

Section 17.14. Scheduling of Off-Duty Training. All Sergeants who are assigned to state or federal mandated training or participate in training related to a specialty position may have their schedules adjusted when such training is held on days and/or times that are different than the Sergeant's normally scheduled work days and/or hours. Whenever practical, the Sergeant will be given notice of such training/schedule adjustment at least two (2) weeks in advance of the training to be held. This period of notice may be less than two weeks by mutual agreement of the Sergeant and Chief of Police.

Section 17.15. Savings Clause. In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific Article, Section, or portion thereof specified in the board, court or agency decision; and upon issuance of such a decision, the District and the Union agree to notify one another and, upon the request of either party, to immediately begin negotiations on a substitute for the invalidated Article, Section or portion thereof.

Section 17.16. Departmental Meetings/Training. A Patrol Sergeant shall be paid at his/her applicable hourly rate of pay for actual time spent in Departmental meetings and District assigned training. If an on-duty Patrol Sergeant is required to attend a Departmental meeting or District assigned training located at Forest Preserve District headquarters, that is scheduled to begin more than one-half (1/2) hour after the ending time of his/her scheduled shift on the day in question or more than one-half (1/2) hour prior to the beginning time of his/her scheduled shift on the day in question, the Patrol Sergeant shall be paid for the actual time spent at such meeting or training, or for two (2) hours, whichever is greater, at the applicable hourly rate of pay. Notwithstanding any other provisions in this Agreement, sergeants shall not be compensated for travel time to and from such meetings or training located at Forest Preserve District headquarters that falls outside of their scheduled hours of work for the day in question.

If an off-duty Patrol Sergeant is required to attend a Departmental meeting or District assigned training located at Forest Preserve District headquarters, the Patrol Sergeant shall be

paid the actual time spent in such meeting with a two (2) hour minimum, whichever is greater, at the applicable hourly rate of pay.

Notwithstanding any other provisions in this Agreement, sergeants shall not be compensated for travel time to and from such meetings or training located at Forest Preserve District headquarters that falls outside of their scheduled hours of work for the day in question.

Section 17.17. Alternate Duty. The District may require an employee who is on extended sick leave or worker's compensation leave (as opposed to disability pension) to return to work, on a 40-hour week basis, in an available alternate District work assignment that the employee is qualified to perform. The assignment will be made after a physician, which may be a physician selected by the District, has determined that the employee is physically able to perform the alternate duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within six months, taking into consideration medical opinions provided by the physician. Employees assigned to an alternate duty assignment will be compensated at the regular rate of pay.

Nothing herein shall be construed to require the District to create alternate duty assignments for an employee. Employees will only be assigned to alternate duty assignments when the District determines that the need exists and only as long as such need exists.

Section 17.18. Global Positioning System (GPS) and Audio/Video Recording. GPS and other tracking, recording, audio or video, and other electronic devices shall principally be used for officer safety purposes. GPS equipment shall not be used as the sole basis for taking disciplinary action against a sergeant. If the District is considering the installation of audio, video, or audio/video recording equipment in squad cars other than the existing dispatch recording system, it will give the Union advance written notice and will, if the Union so requests in writing within fourteen (14) days after receiving such request, negotiate over the possible use of such recording equipment for disciplinary purposes. If the parties are at an impasse in such negotiations, either party may refer the issue to interest arbitration pursuant to Section 14 of the IPLRA and Section 17.10 (Resolution of Impasses) of this Agreement.

Section 17.19. Officer Involved Shooting (OIS) Required Drug Testing. A DuPage Forest Preserve Police supervisor shall order any sergeant(s)-involved in an "officer-involved shooting" to submit to drug testing.

Pursuant to the Illinois Police and Community Relations Improvement Act, drug and alcohol testing will be required (even in the absence of reasonable suspicion) and completed as soon as practical (but no later than the end of the sergeant's shift) following an "officer involved shooting" incident that results in the death or injury of a person.

Pursuant to the Act, a sergeant is considered "involved in" a shooting when the sergeant discharged a firearm thereby causing injury or death to a person or persons. If multiple sergeants discharge their firearms, and it is unclear whose bullet struck the person or persons, then all sergeants who discharged their firearms in the direction of the subject shall be required to submit to drug and alcohol testing. By contrast, the phrase "involved in" does not include sergeants who

did not discharge their weapon, even if they were providing other forms of support and assistance during the incident. Nor does the term “involved in” include sergeants who discharged their weapons when it is undeniably clear their projectiles did not actually strike any person or persons. However, this does not prohibit the District from conducting drug and alcohol testing in the event it has other independent grounds to conduct such a test, consistent with the parties’ collective bargaining agreement and District policy.

The parties agree any drug or alcohol test required pursuant to this policy shall be considered a compelled, non-voluntary drug or alcohol test under threat of disciplinary action. Such “Officer Involved Testing” shall only be done by urinalysis or breathalyzer. Blood testing will not occur for an “Officer Involved Shooting” required test under this section unless compelled by law. In the event the affected sergeant is unconscious or otherwise unable to provide a urine sample no sample shall be taken unless compelled by law. This does not limit the Employer’s right to obtain test results via other available legal processes. The samples, testing, and results shall only be used for administrative purposes, including disciplinary action when appropriate or as required by law.

Section 17.20. Retirement Stars and Identification. The District shall issue retirement stars with the banner “RETIRED” and retirement identification cards to sworn personnel who are retiring in good standing with a minimum of ten (10) years of service with the department, or if that member was a non-probationary sergeant in good standing injured in the line of duty and has been determined to be permanently disabled as a result of that injury through IMRF.

Section 17.21 Interpreter Stipend. Bargaining Unit Members covered by this Agreement shall be eligible to participate in any Interpreter Stipend plan/policy that the District may have in effect from time to time on the same terms and conditions that are applicable to District employees generally, per the District Plan/Policy.

ARTICLE XVIII
ENTIRE AGREEMENT

This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between the parties for this term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the District as provided in the management rights clause, Article III.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right opportunity are set forth in this Agreement. Accordingly, the Union and the District, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter, whether or not referred to or covered in this Agreement. The Union specifically waives any right it may have to impact or effect bargaining for the life of this Agreement.

ARTICLE XIX
TERMINATION

Section 19.1. Termination in 2028. Unless otherwise specifically provided herein, this Agreement shall be effective as of the day after it is executed by both parties and shall remain in force and effect until December 31, 2028. This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to 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.

Executed this 19th day of Aug, 2026

Illinois Council of Police

By:



Alexander M. Dunn
President, ICOPs

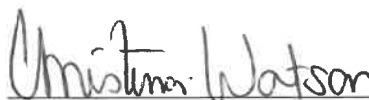
FOREST PRESERVE DISTRICT OF
DUPAGE COUNTY



Daniel Hebreard, President



Ronald Fabiani, Chapter Representative



Christina Watson, Chief Human Resources
Officer

APPENDIX A

WAGES

Sergeant	2026	2027	2028
Step 1	\$52.82	\$54.27	\$55.63
Step 2	\$54.41	\$55.90	\$57.30
Step 3	\$56.04	\$57.58	\$59.02
Step 4	\$57.72	\$59.31	\$60.79
Step 5	\$59.45	\$61.09	\$62.61
Step 6	\$61.38	\$63.06	\$64.64

APPENDIX B

**FOREST PRESERVE DISTRICT OF DUPAGE COUNTY
POLICE SERGEANT TRAINING COURSE AGREEMENT**

For and in consideration of having been appointed a Police Sergeant for the Forest Preserve District of DuPage County (hereafter referred to as the District) on _____, 20, the undersigned covenants and agrees as follows:

1. After two (2) years of employment with the District as a police sergeant who has not already done so must attend and satisfactorily complete Northwestern University's Public Safety's School of Police Staff and Command (or equivalent).
2. In the event that a police sergeant voluntarily resigns from that position prior to completing a total of four (4) years of service in that position (including probationary period), he or she will repay the District the net cost for the Sergeant's attendance at the School of Police Staff and Command (tuition, travel, incidental expenses, and uniforms that are, for some reason, unable to be reissued back to the District).
3. Police sergeants who are hired and have previously attended the Northwestern University's Public Safety's School of Police Staff and Command or equivalent (prior to employment with the District) who voluntarily resigns from that position prior to completing a total of two (2) years of service in that position (including probationary period), he or she will repay the District the net cost for the sergeant's attendance for any training courses required to meet state mandated training or training required by the Illinois State Law Enforcement Training and Standards Board. He/She shall also be responsible for reimbursing the District for the cost of uniforms and equipment purchased by the District. The resigning police sergeant shall be allowed to keep all uniform items, excluding weapons or other District-owned equipment, as their personal property. Uniform items which have District or Department insignia attached must have such insignia removed and the insignia returned to the District.
- 4.3. Repayment in full for all reimbursements identified in this agreement will be made to the District within ninety (90) days after a Police Sergeant voluntarily resigns from that position. The District reserves the right to pursue attorney fees and court costs in the event that it must file suit to recover the repayment agreed to herein.

I have read this Agreement and acknowledge that I understand, agree to, and will abide by all provisions contained herein.

Signature of Police Sergeant

Date

ACKNOWLEDGED:
