

RESOLUTION NO. 20-103

RATIFICATION OF 5 YEAR COLLECTIVE BARGAINING AGREEMENT WITH
METROPOLITAN ALLIANCE OF POLICE CHAPTER #471

Whereas, the FOREST PRESERVE DISTRICT OF DU PAGE COUNTY and the METROPOLITAN ALLIANCE OF POLICE, CHAPTER #471, entered into negotiations for a successor collective bargaining agreement to their 2016 – 2018 collective bargaining agreement; and,

Whereas, the negotiating teams for both parties have resolved all outstanding issues for a new five-year collective bargaining agreement to cover the period January 1, 2019 through December 31, 2023; and,

Whereas, the Board of Commissioners has determined that it is reasonable, necessary and desirable to approve the terms of said collective bargaining agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Forest Preserve District of DuPage County, as follows:

1. The preambles set forth above are incorporated herein and made a part hereof;
2. The Board of Commissioners hereby approves the collective bargaining agreement;
3. The Secretary of the Commission is hereby authorized and directed to transmit a certified copy of this Resolution to the Executive Director, the Director of Finance & Administration, and the Manager of Human Resources for the FOREST PRESERVE DISTRICT.

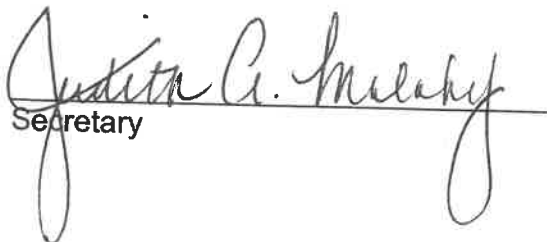
PASSED AND APPROVED by the President and Board of Commissioners of the FOREST PRESERVE DISTRICT OF DU PAGE COUNTY, this 17th day of March, 2020.

APPROVED:



President

ATTEST:



Secretary

AGREEMENT BETWEEN
FOREST PRESERVE DISTRICT OF DUPAGE COUNTY
AND METROPOLITAN ALLIANCE OF POLICE,
CHAPTER #471



1/1/2019 to 12/31/2023
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 METROPOLITAN ALLIANCE OF POLICE, CHAPTER #471 (hereinafter referred to as the "Union") is in recognition of the Union's status as the representative of the District's full-time sworn Ranger Police Officers.

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 Ranger Police Officers below the rank of sergeant employed by the District (hereinafter referred to as “officers” or “employees”), but excluding all supervisory, managerial and confidential employees as defined by the Illinois Public Labor Relations Act (“Act”), including all sworn peace officers in the rank of sergeant and above, any employees excluded from the definition of “peace officer” as defined in Section 3(k) of the Illinois Public Labor Relations 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 Metropolitan Alliance of Police dues in the amount certified by the Treasurer of Metropolitan Alliance of Police from the pay of said Officers covered by this Agreement who, in writing, authorize such deductions. Such written authorizations shall remain in effect unless an officer revokes such written authorization by providing written notice to the District. Such money shall be submitted to the Metropolitan Alliance 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 direction to the Police Officer.

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 Officers; 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 Officers to be employed; to promulgate, revise and enforce lawful and reasonable rules and regulations; to enforce discipline among Police Officers; 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 Association shall discriminate against any Police Officer because of race, sex, creed, color, religion, sexual orientation, or national origin. The Association shall represent all Police Officers fairly without regard to Association 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 Association agrees on behalf of itself and the Police Officers 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 officer or steward of the Chapter occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Chapter agrees to inform its members of their 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 Officers. A "lockout" shall refer to a refusal by the District to allow Police Officers 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 Officers wages for grievance related work, unless the Officer is the grievant and is required by the Chief of Law Enforcement ("Chief") or his designee to be present in a grievance meeting on the Officer's on-duty time, in which case the Officer shall receive his regular rate of pay for all time spent. The Chapter may appoint an Officer, who may attend grievance meetings scheduled pursuant to Steps One through Four. The Chapter shall notify the Manager of HR in writing of the name of the non-probationary Officer designated to do so, provided that the District shall not be required to recognize an Officer 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 Officer through the use of reasonable diligence should have become aware of the first event giving rise to the grievance in accord with the following procedure:

Step One: L.E. Director. The Officer shall submit the grievance in writing to the L.E. Director. The Chief or designee may schedule a meeting with the Officer 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 L.E. Director or designee will submit a written response to the grievance within fourteen (14) working days of the date the grievance is appealed to Step Two or within fourteen (14) working days of the conclusion of the discussion, whichever is applicable.

Step Two: Appeal to the Manager of HR. If the grievance is not settled in Step One and the Officer decides to appeal further, said Officer 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 Manager of HR of the District. In response to such notice, the Manager of HR may meet with the Officer 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 Manager of HR or his/her 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 Officer decides to appeal further, said Officer shall within seven (7) calendar days after receipt of the response of the Manager of HR 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 Officer 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 his/her 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 Chapter. In addition to providing notice of his appointment, such letter shall request that he set a time and a place for the hearing, subject to the availability of District and Chapter representatives.

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 his/her 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 Chapter unless the Chapter has had the opportunity to be present and agree to such settlement. It is acknowledged that the Chapter has the right to exercise its discretion to refuse to process an employee grievance that the Chapter 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 Chapter.

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 President of Chapter #471 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 President of the Chapter 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 President of the Chapter 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 Office of Law Enforcement among individual sworn Ranger Police Officers covered by this Agreement. If two or more sworn officers covered by the Agreement share the same date of hire, seniority shall be determined by the lowest assigned badge number. Newly hired Ranger Police Officers and rehired Ranger Police Officers shall have no seniority prior to their completion of the probation period. Upon completion of the probationary period, a Ranger Police Officer's seniority shall relate back to his/her most recent date of hire.

Section 8.2. **Probationary Period.** The probationary period shall be eighteen (18) months in duration from the first date of hire as a sworn officer by 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, an Officer is subject to discipline, including discharge, without cause and with no recourse to the grievance procedure or any other forum.

Section 8.3. **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 8.4. **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 Manager of HR, 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 8.5. **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. An employee shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for single and, if desired, family coverage.
3. Upon recall, the employee's seniority shall be adjusted by the length of the layoff.

Section 8.6. Posting of Seniority List. The District agrees to post annually a list covering the names of Officers who are covered by this Agreement, in order of seniority from last date of hire in a position covered by this Agreement. 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 Chapter's receipt of the list.

Section 8.7. 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
- (e) does not perform work for the District for a period in excess of one (1) year, provided this subsection shall not be applicable to absences covered by the Public Employee Disability Act or Worker's Compensation.

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

- (a) is laid off and fails to notify the Chief of Law Enforcement or his designee of his intention to return to work within three (3) calendar days after receiving notice of recall or fails to return to work within two (2) working days after the established date for the employee's return to work;
- (b) 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
- (c) 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 current schedule of patrol operations of the Law Enforcement Dept. consists of two shifts. The day shift consists of eight (8) hours, and the normal week shall consist of forty (40) hours. The evening shift consists of ten (10) hours and the normal work week shall consist of forty (40) hours. The workday shall include a thirty (30) minute paid lunch period. Officers shall not be permitted to switch from the day shift to the evening shift or from the evening shift to the day shift, unless granted specific permission by the Chief of Law Enforcement. If a Police Officer's lunch period is substantially interrupted by emergency work duties, the Police Officer shall be allowed to take additional time off for lunch to account for his/her thirty (30) minute lunch period, work permitting. A Police Officer 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 Officer will notify the dispatch center when the lunch period is completed.

Section 9.3. The term "hours worked," as used above, shall include hours actually worked, and any paid absence for vacation, holidays, floating holidays, 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 officers to be assigned to each shift. Non-probationary officers will have the right yearly to bid by seniority for the patrol shift and slot of their preference. Such shift picks will be completed by October 15th. The shift schedule for the following calendar year will be effective January 1 and will remain in effect for that calendar year. 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 officers, either temporarily or otherwise, to accommodate light duty assignments, pre-scheduled training assignments, to cover an absence of a Police Officer which is expected to continue for thirty (30) days or more or under emergency circumstances, provided that this right will not be unreasonably utilized.

Section 9.5. **Overtime.** Any hours actually worked by Police Officers 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 Officer'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, floating holidays, 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 9.6 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 his/her designee(s) shall have the right to require overtime work.

Scheduled overtime that is needed to fill a patrol shift shortage shall first be offered to the shift that requires the patrol coverage by posting on the Department overtime board for a period of seventy-two (72) hours and once via the Mobile Data Computer (MDC). The assignment of overtime shall be offered to the most senior officer to the least senior officer on the shift. If the scheduled overtime cannot be filled voluntarily within seventy-two (72) hours by the shift, the overtime shall, if practicable, be made available to the other shift for at least an additional twenty-four (24) hour period and be awarded based on seniority.

Scheduled overtime that is needed to fill a special event, special assignment, or detail, shall be posted on the Department overtime board for a period of seventy-two (72) hours and once via the Mobile Data Computer (MDC) then awarded based on seniority.

Whenever practicable, overtime assignments shall be made known to all Officers ~~on~~ by posting on the Department overtime board for a period of seventy-two (72) hours and once via the Mobile Data Computer (MDC). If a posted overtime assignment is not filled, the Chief of Law Enforcement or his Designee can mandate that the overtime be worked by rotating seniority, with the rotation starting with the least senior qualified Officer.

For unscheduled overtime assignments (i.e., overtime assignments that are not posted as provided above) the Chief of Law Enforcement or his/her designee will attempt to contact all Officers by seniority to make the overtime assignment(s). If no Officer volunteers for the offered overtime assignment(s), it will be assigned by rotating seniority, with the rotation starting with the least senior qualified Officer. If the shortage occurs on the afternoon shift, a day shift Officer on duty that day may be directed to stay on to work the overtime.

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 he/she has not received an overtime opportunity he/she should have, such employee may have first preference for the next overtime assignment.

Section 9.9. Compensatory Time. In lieu of overtime pay, Officers 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 his 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 an Officer for a portion or all of his/her accumulated compensatory time that exceeds forty (40) hours at his/her then current hourly rate of pay. Upon termination or retirement, an Officer will be paid for all accumulated but unused compensatory time at the Officer'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 Article of Agreement.

Section 9.11. Shift Switch. A ranger police officer may request to switch his/her full regularly scheduled duty shift with another ranger police officer. 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 ranger police officers 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 ranger police officers 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.

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 an employee, their dependent(s), or immediate family member, medical or dental care, exposure to contagious disease and possible endangering of others by attendance on duty, and for preventative health care.

If an Officer is unable to work due to illness, the Officer must inform his/her supervisor if at all possible at least one hour prior to the start of the scheduled work day. An employee's failure to inform his/her supervisor each day of absence, or at agreed intervals in the case of an extended illness, will result in a loss of that day's pay. Officers will comply with reasonable reporting rules as may be established by the Chief of Law Enforcement.

Section 10.2. Sick Leave Accrual. After the completion of the first calendar month, full-time Officers who are in pay status for at least 120 hours for the month in question will accrue sick leave based on the following schedule:

YEARS OF COMPLETED CONTINUOUS SERVICE	HOURS ACCRUED PER MONTH	SICK DAYS ACCRUED ANNUALLY
0 through 5 years	4.00 hours	6 days
6 through 10 years	4.75 hours	7 days
11 through 15 years	5.50 hours	8 days
16 through 20 years	6.00 hours	9 days
21 years or greater	6.75 hours	10 days

Section 10.3 Miscellaneous. It is specifically agreed that the District retains the right to audit, monitor, and/or investigate sick leave usage and, if an employee is suspected of abuse, or if the employee has prolonged and/or frequent absences, to take corrective action, including such actions as discussing the matter with the employee, requiring that documentation be provided to substantiate the use of sick leave for the purpose set forth in Section 10.1 above, the requiring that the employee seek medical consultation, instituting sick leave verification calls (for employees suspected of abuse, including employees who are frequently absent), and/or, where appropriate, taking disciplinary action, including dismissal, subject to the contractual grievance and arbitration procedure.

Section 10.4 Monetary Compensation upon Termination. Upon voluntary termination or layoff of employment, employee will receive monetary compensation for accumulated sick leave, based on the following schedule of continuous service (compensation will be at the employee's present salary rate):

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%

Upon dismissal from employment for cause, sick leave credits will be forfeited.

Section 10.5 Payout of Sick Leave. All bargaining unit employees will be permitted to request, with 30 days' notice, a payout of any/all amounts of sick leave accrued in accordance with the schedule outlined in Section 10.4, above, with one exception: an employee must maintain a minimum of 10 days accrued sick time. If an employee requests a payout that leaves the employee with less than 10 accrued sick days remaining, the payout will be reduced so that 10 accrued sick days remain. Payouts will be permitted no more than one (1) time per year.

ARTICLE XI
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. An Officer 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.

ARTICLE XII

VACATIONS

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

YEARS OF CONTINUOUS SERVICE	VACATION HOURS ACCRUED MONTHLY	VACATION DAY ANNUAL EQUIVALENT
0-1 year	8 hours	12 days
2 years	8.67 hours	13 days
3 years	9.33 hours	14 days
4 years through 9 years	10 hours	15 days
10 years through 14 years	13.33 hours	20 days
15 years through 23 years	Varies	20 days plus 1 additional day for each year of service above 15 years
24 years or more	20 hours	30 days

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 15th of November 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, except as hereafter provided in Section 12.8.

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

The second round of vacation picks will start with the most senior officer of each shift and will descend to the lowest senior officer. 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 Ranger Police Officer involved.

Vacation scheduling for patrol officers will not be affected by the vacations selected by other ranks of the department, i.e., sergeants shall not be allowed to "bump" or restrict the vacation selected by officers covered by this agreement.

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. An Officer 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 an Officer 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, an Officer may, in lieu of taking earned vacation time off, receive compensation for up to fifty percent (50%) of his/her annual vacation accrual. Example: An officer 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. An Officer 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 Staffing. The following vacation staffing guidelines shall apply to the vacation pick process:

Day Shift (8 hour shift):

Throughout the year, two (2) officers per shift shall be allowed to be on vacation. The Chief of Law Enforcement or his/her designee shall make a reasonable effort to permit additional officers to take vacation time off as staffing and scheduling permits.

Night Shift (10 hour shift):

Throughout the year, two (2) officers per shift shall be allowed to be on vacation Monday through Friday and three (3) officers per shift shall be allowed to be on vacation Saturday and Sunday. The Chief of Law Enforcement or his/her designee shall make a reasonable effort to permit additional officers to take vacation time off as staffing and scheduling permits.

This does not limit the Chief or his designee from approving vacation time off that falls outside these guidelines. Furthermore, this does not restrict the Chief or his designee from temporarily restricting the amount of personnel who can be approved for vacation time off under emergency circumstances. These vacation staffing numbers, shall be in place during the annual vacation pick.

After the annual vacation pick has been completed according to Section 12.4, the Chief or his designee may temporarily restrict the amount of personnel who can be approved for vacation time off for shortages due to an absence of a Police Officer which is expected to continue for thirty (30) days or more, light duty assignments, pre-scheduled training, District sponsored special events requiring a patrol officer's presence or an unforeseen circumstance. Denial of a vacation request for these reasons will not be unreasonable.

Section 12.9 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 an officer identify which type of leave he/she wishes to use.

ARTICLE XIII

HOLIDAYS

Section 13.1. Holidays. The following eleven (11) 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
Independence Day (July 4)	Labor Day
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. An Officer 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 Officer's normally scheduled day off, the Officer 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. Floating Holidays Except during the first year employment, employees shall earn three (3) floating holidays per calendar year. Floating holidays 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.

During the first calendar year of employment, the following schedule for earning floating holidays shall apply:

HIRED	ELIGIBLE FOR
January -- March	3 floating holidays
April -- June	2 floating holidays
July -- September	1 floating holidays
October -- December	No floating holidays

ARTICLE XIV

WAGES

Section 14.1. Salaries.

Effective January 1, 2019 – 2.75%,

Effective January 1, 2020 – 2.625%

Effective January 1, 2021 – 2.5%

Effective January 1, 2022 – 2.5%

Effective January 1, 2023 – 2.5%

After completion of the employee's probationary period, an employee will be moved to the 1st slot. Employees shall be eligible to move beyond the 1st slot and up to and including the 11th slot 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 slot increase, the employee may file a grievance in accordance with the grievance and arbitration procedure set forth in this contract.

Section 14.2. Field Training Officer Pay. The Chief of Police shall have the right to designate a Police Officer as a Field Training Officer (FTO). A Patrol Officer who is a Certified FTO, who is designated to work as an FTO, and who actually spends at least four (4) hours during a day actively engaged in training or performing administrative work pertaining to the field training program, shall receive as compensation one (1) hour of pay at his/her straight time hourly rate of pay for such day. Any time worked in excess of his/her normal workday (e.g., for completion of FTO reports) shall be paid at his/her applicable overtime rate of pay.

Section 14.3. Officer-In-Charge Pay. If a bargaining unit employee is assigned as the Officer-In-Charge, such employee shall be paid five percent (5%) above the employee's straight time hourly rate of pay for the hours on that shift worked as OIC.

Section 14.4. Employee Retention Incentive Program. During the term of the collective bargaining agreement, the District's Employee Retention Incentive Program as set forth in Chapter 3.4 dated October 18, 2011 will be maintained without change for any member of bargaining unit employed on or before December 31, 2011. Attached as Appendix "C".

Section 14.5. On/Off Duty Designation. At the beginning of each shift, each Police Officer shall be considered "on-duty" when, upon entering their assigned patrol vehicle, they notify the dispatch center via radio of their duty commencement. Officers shall be accordingly compensated as such. At the end of a shift, officers 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 \$25,000.00. 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.

ARTICLE XVI

DISCIPLINE

Section 16.1. Discipline. The District has the right to discipline Police Officers. 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 be only be imposed upon a post-probationary Police Officer only for cause. The District may adopt rules and regulations governing Police Officers 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 Officers.

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 Officer without pay or discharging a non-probationary Officer, the District shall offer to convene a pre-suspension or discharge meeting. The District shall offer to meet with the Officer involved, and his/her union representative, should the Officer 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 Officer 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 an Officer elects to dispute a suspension without pay imposed on the Officer by the District, the Officer, or the Union if the Officer so authorizes in writing, may file a grievance pursuant to the provisions of Article VI of this Agreement. If a non-probationary Officer is discharged by the District, the Officer, or Union if the Officer 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 Officer. Any Officer 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.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

Section 17.1. Ratification and Amendment. This Agreement shall become effective when ratified by the Board of Commissioners and the Chapter 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 both males and females equally.

Section 17.3. Application of Agreement to MEG Unit and Other Special Assignment Employees. Notwithstanding anything to the contrary in this Agreement, Officers 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 Officers 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 Officers assigned to that agency or which are applied pursuant to the authority of the other governmental entity, even though such practices, policies, procedures and 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 officers 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 Metropolitan Alliance 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. After the first year of employment, the District will reimburse officers up to \$700 for calendar year 2019 and each year through the term of this contract, to replace required uniform and equipment items, provided an officer 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. An officer may also use a Department of Law Enforcement purchase order (P.O.) number to purchase required uniform and equipment item(s) up to the value of \$700, however, the officer will not be eligible for reimbursement of any item(s) purchase with the Department P.O. number.

The District agrees to outfit up to two (2) bargaining unit members over the course of the Agreement with Class A dress jackets to attend and represent the District at ceremonies and services.

Section 17.12. Body Armor. The District agrees to provide at its expense a bullet-resistant vest to each officer covered by this Agreement within thirty (30) days after the officer'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. Officers 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 officer's part.

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

Any covered Officer 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 Officers 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 Officer's normally scheduled work days and/or hours. Whenever practical, the Officer will be given notice of such training/schedule adjustment at least two (2) weeks in advance of the training to be held.

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 Association 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 Officer 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 Officer 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 Officer 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, officers 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 Officer is required to attend a Departmental meeting or District assigned training located at Forest Preserve District headquarters, the Patrol Officer 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, officers 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 an officer. 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.

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 Association 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 2023. 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, 2023. 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 _____ day of _____, 2020

METROPOLITAN ALLIANCE OF POLICE
CHAPTER #471

By: _____

Keith George
President, M.A.P.

FOREST PRESERVE DISTRICT OF
DUPAGE COUNTY

Daniel Hebreard, President

Lou Addante President, M.A.P. Police
Chapter #471

Janet Van Haren, Manager, Office of Human
Resources

APPENDIX A

WAGES

	<u>current</u>		<u>2.750%</u>	<u>2.625%</u>	<u>2.500%</u>	<u>2.500%</u>	<u>2.500%</u>
	<u>12/31/2018</u>		<u>1/1/2019</u>	<u>1/1/2020</u>	<u>1/1/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>
slot	53,105	slot	54,565	55,998	57,398	58,833	60,303
1	55,415	1	56,939	58,434	59,894	61,392	62,927
2	57,723	2	59,310	60,867	62,389	63,949	65,547
3	60,033	3	61,684	63,303	64,886	66,508	68,171
4	62,341	4	64,055	65,737	67,380	69,065	70,791
5	64,650	5	66,428	68,172	69,876	71,623	73,413
6	66,959	6	68,800	70,606	72,372	74,181	76,035
7	70,424	7	72,361	74,260	76,117	78,020	79,970
8	73,887	8	75,919	77,912	79,860	81,856	83,902
9	77,927	9	80,070	82,172	84,226	86,332	88,490
10	80,034	10	82,235	84,394	86,503	88,666	90,883
11	82,139	11	84,398	86,613	88,779	90,998	93,273

APPENDIX B

FOREST PRESERVE DISTRICT OF DUPAGE COUNTY RANGER POLICE OFFICER TRAINING COURSE AGREEMENT

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

1. That within the first six (6) months of employment with the District, each Ranger Police Officer who has not already done so must attend and satisfactorily complete a Basic Law Enforcement course of instruction. The content, duration and criteria for receiving a final passing grade in this course must and shall be approved and certified by the Illinois Law Enforcement Training and Standards Board.
2. That in the event a Ranger Police Officer 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 officer's attendance at the Basic Law Enforcement course (tuition, travel, incidental expenses, and uniforms that are, for some reason, unable to be reissued back to the District).
3. Ranger police officers who are hired and have previously been sworn and attended the Illinois Basic Law Enforcement academy 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 officer'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 to meet the requirements for a waiver in lieu of attending the Basic Law Enforcement course. He/She shall also be responsible to reimburse the District for the cost of uniforms and equipment purchased by the District. The resigning police officer 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. That full and complete repayment for the Basic Law Enforcement Course will be made to the District within ninety (90) days after a Ranger Police Officer 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 Ranger Police Officer

Date

ACKNOWLEDGED:

Signature of Chief of Police

Date

Signature Manager of Human Resources

Date

APPENDIX C

3.4 EMPLOYEE RETENTION INCENTIVE PROGRAM

POLICY DATE: October 18, 2011

REVISED DATE:

POLICY:

It is the policy of the Forest Preserve District of DuPage County to provide incentives to retain employees and to provide long-term employees additional income protection for retirement in the form of a capital accumulation program.

ELIGIBILITY:

- All regular full-time and regular part-time employees who are required to participate in the Illinois Municipal Retirement Fund (IMRF) and were employed on or before December 31, 2011.
- Eligibility begins at age fifty-five (55) and ten (10) years of service or twenty (20) years of service regardless of age.

GUIDELINES:

- A. At the time of termination, capital accumulation benefits will be paid out based on the following schedule:

Continuous Years of Service	Paid Days Provided at each Milestone
10 Years	50 Days
15 Years	90 Days
20 Years	120 Days

- B. In order to receive this benefit, the employee must terminate District employment voluntarily or as a result of layoff. If recall occurs after layoff, service for eligibility in this program will begin as of the recall date, not the adjusted benefit accrual date.
- C. Retention incentive can only be paid in one lump sum. If eligible for a retention incentive payout, you may elect one (1) of the following payment options:

1. With the final paycheck;

2. Up to 120 days in advance (employees should contact the Office of Human Resources up to six (6) months in advance in order to receive guidance on payment schedule options for this advance payment);
 3. Paid in the 2nd calendar month after the month of termination. NOTE: Any payments made to employees in the 2nd calendar month after termination will not be reportable to IMRF and no employee or employer contributions will be taken.
- D. Employees must provide an irrevocable letter of resignation in order to receive any retention incentive payment.
- E. One (1) day's pay will be calculated on an eight (8) hour day formula and will be pro-rated for part-time employees.

EXCEPTIONS

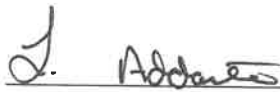
- Employees who involuntarily terminate are not eligible for this program.
- Elected Officials are not eligible for this program.

MEMORANDUM OF AGREEMENT

Forest Preserve District of DuPage County ("District") and the Metropolitan Alliance of Police Chapter #471 ("Chapter") hereby agree to the following:

Once the annual Vacation Pick is completed per Section 12.4 of the Collective Bargaining Agreement, all subsequent vacation requests made by any Department employee will be approved on a First-Come First-Serve basis, regardless of rank.

The undersigned individuals have the authority to bind the Parties to the above conditions.



MAP Chapter #471 President

03/17/2020
Date



Chief of Police

3/17/2020
Date


MEMORANDUM OF AGREEMENT

The Forest Preserve District of DuPage County ("District") and the Metropolitan Alliance of Police Chapter #471 ("Chapter") hereby agree to the following:

During the term of the 2019-2023 Agreement, for any employee who becomes eligible to retire and is eligible for the Employee Retention Incentive Program in Appendix C, the following shall apply:


- a. For any bargaining unit member eligible to retire by April 30, 2020, who is eligible for the Employee Retention Incentive Program and who retires no later than 12/31/2020, such employee shall receive a bonus equal to 20% of the employee's bonus payout.
- b. For any bargaining unit member eligible to retire during the term of this 2019-2023 agreement (excluding those eligible in paragraph a., above), who is eligible for the Employee Retention Incentive Program, and who retires no later than the end of the calendar year in which that employee becomes eligible for retirement, such employee shall receive a bonus equal to 20% of the employee's bonus payout.
- c. For any bargaining unit member eligible for the Employee Retention Incentive Program (excluding those eligible in paragraphs a and b above), the employee may elect to "jump" a step on the salary schedule, effective the first year of this agreement (2019-2023) in exchange for permanently forfeiting participation in the Employee Retention Incentive Program. (For example, if an employee was at Step 4 during 2018, effective 1/1/2019, the employee would move to Step 6.) Such election must be made in writing and received by the Director, Finance and Administration, no later than 4/1/2020.
- d. This Memorandum of Agreement shall apply only to members of the bargaining unit who are in the bargaining unit at the time of contract ratification. Further, no District employee who is not currently in the bargaining unit shall become eligible for participation in the Employee Retention Incentive Program because he/she becomes a member of the bargaining unit. Only those employees in the bargaining unit and currently eligible for the Employee Retention Incentive Program at the time of ratification shall be eligible for the Program.

The undersigned individuals have the authority to bind the Parties to the above conditions.



MAP Chapter #471 President

03/17/2020
Date



Chief of Police

3/17/2020
Date

MEMORANDUM OF UNDERSTANDING

OFFICER INVOLVED SHOOTING (OIS) REQUIRED DRUG TESTING

This Agreement is entered into by and between the DuPage County Forest Preserve District ("District") and Metropolitan Alliance of Police DuPage County Forest Preserve Ranger Police Officers Chapter #471 ("Union"). The terms of this Agreement are as follows:

A DuPage Forest Preserve Ranger Police supervisor shall order any officer(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 officer's shift) following an officer involved shooting incident that results in the death or injury of a person.

Pursuant to the Act, an officer is considered "involved in" a shooting when the officer discharged a firearm thereby causing injury or death to a person or persons. If multiple officers discharge their firearms, and it is unclear whose bullet struck the person or persons, then all officers 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 officers 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 officers 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 officer 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. Nor does it limit the District's right to conduct blood tests for non-officer involved shootings, pursuant to the parties' collective bargaining agreement and District policy. The samples, testing, and results shall only be used for administrative purposes, including disciplinary action when appropriate or as required by law.



MAP Chapter #471 President

03/17/2020
Date



Chief of Police

3/17/2020
Date


STATE OF ILLINOIS)
)SS
COUNTY OF DU PAGE)

I, JUDITH A. MALAHY, SECRETARY OF THE FOREST PRESERVE
COMMISSION OF DUPAGE COUNTY IN THE STATE OF ILLINOIS, AND
KEEPER OF THE RECORDS AND FILES THEREOF, DO HEREBY
CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF

RESOLUTION #20-103

EXECUTED AT THE DISTRICT HEADQUARTERS, 3 SOUTH 580 NAPERVILLE
ROAD, WHEATON, ILLINOIS, ON THE 17th DAY OF MARCH A.D., 2020.

GIVEN UNDER MY HAND AND OFFICIAL SEAL AT WHEATON,
ILLINOIS, THIS 6th DAY OF AUGUST A.D., 2020.



SECRETARY
FOREST PRESERVE COMMISSION
DU PAGE COUNTY, ILLINOIS

MEMORANDUM OF AGREEMENT

Forest Preserve District of DuPage County ("District") and the Metropolitan Alliance of Police Chapter #471 ("Chapter") hereby agree that the following exceptions to Article IX "Hours of Work", Section 9.9 "No Pyramiding" shall be permitted and modified as follows:

1. Where the officer is not physically working during the relevant hours during a shift switch as defined in Section 9.10 of the Map Chapter #471 contract and another officer is performing the work, the officer may sign up for overtime where the hours of such posting overlap with the shift switch.
2. An officer may not sign up for an overtime assignment and then request a swap day or take paid time off in order to purposely create a situation where the officer will be paid for the same hours twice. An officer on paid time off or on a shift switch shall be eligible to perform unscheduled overtime assignments and emergency overtime call outs, pursuant to the procedures in Section 9.7 of the parties' collective bargaining.
3. The parties agree that no other exceptions are permitted.
4. Further, the parties agree that the approval and implementation of this MOU will not be deemed a violation of the Agreement.
5. Further, except in the case of an alleged violation of this MOU, the terms and provisions of this MOU shall not establish precedent or past practice that would constitute a basis for a grievance or other action against the District by the Union or any bargaining unit employee. Except in the case of an alleged violation of this MOU, neither the Union nor bargaining unit employees shall present or raise this MOU or its terms or conditions in any subsequent grievance or arbitration proceeding regarding the interpretation, application or implementation of the Agreement.

The undersigned individuals have the authority to bind the Parties to the above conditions.



MAP Chapter #471 President

11/2/19

Date



Chief of Police

11/13/19


Date

MEMORANDUM OF AGREEMENT

Forest Preserve District of DuPage County ("District") and the Metropolitan Alliance of Police Chapter #471 ("Chapter") hereby agree to the following:

1. In good faith and in the spirit of positive labor relations, bargaining unit members have until the end of the 2020 calendar year to incur and submit eligible uniform allowance expenses if they have 2019 funds remaining. The uniform allowance increased to \$700 in the MAP contract, effective 1/1/2019 but was not ratified until March 17, 2020. These purchases can be made using purchase order numbers or through reimbursement for submitted receipts as detailed in the CBA, Article XVII. Section 11.
2. MAP Chapter #471 will withdraw the class action grievance 20-02 in relation to this matter.
3. The parties agree that the approval and implementation of this MOU will not be deemed a violation of the Agreement nor shall it be an admission that a violation occurred.
4. This MOU shall not establish precedent or past practice that would constitute a basis for a grievance or other action against the District by the Union or any bargaining unit employee. Except in the case of an alleged violation of this MOU, neither the Union nor bargaining unit employees shall present or raise this MOU or its terms or conditions in any subsequent grievance or arbitration proceeding regarding the interpretation, application or implementation of the Agreement. This MOU will not establish a change in position and will not be used as evidence of the parties' established positions on retroactivity.

The undersigned individuals have the authority to bind the Parties to the above conditions.



MAP Chapter #471 President, Officer Mike Ryan

6/9/20

Date



Chief of Police, David Pederson

6/9/2020

Date