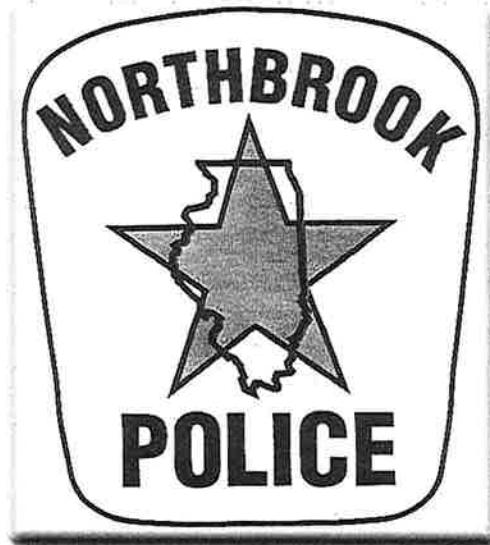


AN
AGREEMENT
BETWEEN
THE VILLAGE OF
NORTHBROOK
AND
THE METROPOLITAN ALLIANCE
OF POLICE, CHAPTER # 375



May 1, 2022
THROUGH
April 30, 2025

***Agreement between The Village of Northbrook and MAP
May 1, 2022 through April 30, 2025***

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A G R E E M E N T

This Agreement is effective the day after it is executed by both parties by and between the Village of Northbrook, Illinois, hereinafter called the VILLAGE, and the **Metropolitan Alliance of Police**, hereinafter called MAP, and is in recognition of the Union's status as the sole and exclusive representative on behalf of the employees of the VILLAGE covered by the Agreement.

W I T N E S S E T H:

In consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE I - STATEMENT OF PRINCIPLE

The parties recognize it is of the utmost importance to the public welfare that high quality and dependable police protection, consistent with the resources available for that purpose be provided on an uninterrupted basis to the inhabitants of the Village of Northbrook, Illinois. It is understood however, that agreed upon conditions and economic benefits shall not be diminished by the VILLAGE during the term of this Agreement. The parties agree this goal will be better served through recognition by the VILLAGE of the representative status of the Northbrook Police Association and by the entering into between them of an agreement setting forth salaries, hours, and other directly related conditions of employment for certain employees of the Police Department. This document represents the complete agreement of the parties.

ARTICLE II - PURPOSE

The purpose of this Agreement is to set forth certain terms and conditions of employment applicable to the employees covered herein as agreed upon by the parties hereto by good faith collective bargaining, to provide prompt and orderly means for resolving any differences concerning the interpretation or application of any of the provisions hereof, and to assure that all the duties and responsibilities of the covered employees will be discharged efficiently, effectively and without interruption in order that the public health, safety and welfare of the inhabitants of the Village of Northbrook will be fully protected. The parties recognize that there are significant and fundamental differences in the nature of the employment relationship between a public employer such as the VILLAGE and public employees

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such as those represented by the ASSOCIATION as compared to that between a private employer and its employees, particularly with regard to the various constitutional, statutory and other legal obligations and limitations imposed upon a public employer and upon a public employee and the character of the duties owed by the public employer and public employees to the public. However, both parties believe it is mutually beneficial and will be beneficial to the public as well to establish and maintain a sound collective bargaining relationship evidenced by a collective bargaining agreement between them, and they agree to the mutual performance of this Agreement in good faith.

ARTICLE III - RECOGNITION AND CHECK-OFF

3.01 Recognition. The VILLAGE recognizes the ASSOCIATION as the exclusive bargaining representative regarding salaries, hours, and other working conditions directly related to the terms of their employment for all police officers of the Village of Northbrook and all full-time non-probationary, non-supervisory dispatchers employed in the Police Department, but excluding all police officers above the rank of patrol officer, supervisory dispatchers and all other employees of the Department.

3.02 Check-off. Upon receipt of a voluntarily signed authorization from an employee in the unit, on a form agreed upon between the VILLAGE and the ASSOCIATION, the VILLAGE agrees to deduct from such employee's pay uniform twice monthly ASSOCIATION dues. Deduction will begin with the month following the month in which the authorization is received by the VILLAGE. The ASSOCIATION will notify the VILLAGE in writing of the amount of the uniform dues to be deducted. Amounts deducted will be remitted, together with an itemized statement, to the Treasurer of the ASSOCIATION by the 15th day following the date on which the deduction is made. The ASSOCIATION shall indemnify the VILLAGE and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the VILLAGE for the purpose of complying with the provisions of this Paragraph.

ARTICLE IV - NO DISCRIMINATION

4.01 VILLAGE Non-discrimination. The VILLAGE agrees that it will not discriminate in hiring or continuing the employment of any employee because of his membership or lawful

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activities in the ASSOCIATION or because of his refusal to join the ASSOCIATION or to participate in any of its activities. Membership in the ASSOCIATION shall not be a condition of employment of any employee covered by this Agreement. The VILLAGE agrees that it will not coerce, threaten or intimidate members to withdraw from the ASSOCIATION or non-members to refrain from becoming members of the ASSOCIATION.

4.02 **ASSOCIATION Non-discrimination.** The ASSOCIATION agrees that it will not coerce, threaten or intimidate non-members to become members of the ASSOCIATION.

4.03 **ASSOCIATION Activities During Working Hours.** The ASSOCIATION further agrees that it will not solicit members or engage in ASSOCIATION activities of any kind during work hours except, however, that during working hours an ASSOCIATION steward on an ASSOCIATION officer may participate in the handling of a grievance through the steps of the grievance procedure (Article X, Section 10.01) or may attend an Arbitration hearing as a witness or as the grievant pursuant to Section 10.02, provided the minimum duty manpower requirements permit. If minimum duty manpower requirements prevent a scheduled participation in grievance handling, the handling shall be rescheduled and the time limits deemed waived to the extent needed to permit rescheduling. Notwithstanding the foregoing sentence, the VILLAGE agrees that those ASSOCIATION members who are on assigned duty coincidentally with an ASSOCIATION meeting called for the purpose of considering a VILLAGE collective bargaining contract offer may attend such meeting but subject to minimum duty manpower requirements. Any member allowed to attend such a meeting may be recalled at the discretion of the duty Watch Commander.

4.04 **Mutual Non-discrimination.** The parties mutually agree they will not discriminate against any person with respect to age, race, color, religion, sex, national origin of any person, or any other category protected by state or federal anti-discrimination laws.

4.05 **Interpretation.** The use of the masculine pronoun in this or any other related documents is understood to be for clerical convenience only and it is further understood that the masculine pronoun includes the feminine pronoun as well.

ARTICLE V - MANAGEMENT RIGHTS - RULES AND REGULATIONS

5.01 A. Management Rights.

The parties understand and agree that all management rights reside solely and exclusively in the VILLAGE and that all of the rights, powers and authority which the VILLAGE

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hitherto had or exercised are retained by the VILLAGE, except only as they may specifically be limited by the express provisions of this Agreement. These rights include, but are not limited to, the following: direct the work force; hire, assign, promote, demote or transfer employees; suspend, discipline or discharge employees for just cause; determine how the Police Department shall function and the methods, means, and number and classifications of personnel needed therefore; change, modify or introduce new equipment or facilities; maintain continuity of service, order and efficiency; require employees to observe published reasonable rules and regulations; promulgate personnel policies and practices not clearly inconsistent with the express provisions of this Agreement; relieve employees because of lack of work or lack of funds or for other good reasons; and contract out for goods and services in support of the police protection of the VILLAGE. Said rights, powers and authority herein before referred to or enumerated are recognized as belonging exclusively to the VILLAGE, except, it is specifically provided that the exercise of any of the VILLAGE's rights, powers and authority shall not conflict with any of the express written provisions of this Agreement, which provisions shall take precedence.

5.01 B. Rules and Regulations.

1. Rules, regulations, policies, practices and procedures of the VILLAGE and of the Police Department shall be equitably administered and enforced. In case of any conflict between any VILLAGE ordinance, rule, regulation, policy, practice or procedure and the terms of this Agreement, the terms of this Agreement shall take precedence.

2. Except for emergency situations, any change or addition to published rules and regulations or to published policies and published operating procedures applicable to bargaining unit employees and directly affecting the terms and conditions of their employment, shall first be discussed by the Department with a representative of the ASSOCIATION.

3. Whenever possible as determined by the circumstances or by the rules, regulations, policies or procedures issued by the Police Chief or the VILLAGE, a change or addition to published rules, regulations, policies and procedures shall be posted a minimum of six (6) days before they become effective or enforceable.

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ARTICLE VI - SENIORITY-PROBATIONARY PERIOD

6.01 Seniority. Seniority is defined as an employee's length of full-time continuous service from his last date of hire in the job classification, less any adjustments due to layoff, approved leave of absence without pay (unless otherwise agreed by the VILLAGE) or other "breaks in service."

6.02 Continuous Service. Continuous service shall be determined from the date of original hire in the job classification less periods of uncompensated absence such as, but not limited to, all periods of uncompensated leave, layoff or separation from VILLAGE service. Approved compensated leaves, jury duty, military leave and absence because of job related disabilities or non-service related disabilities shall not be deducted from such period nor shall disciplinary suspensions be deducted from continuous service. The effect of such deductions from continuous service shall be to change the effective date upon which salary and other benefits shall be applied, unless otherwise set forth herein.

6.03 Probationary Period. The probationary period shall be eighteen (18) months from date of hire in job classification. A probationary period may be extended upon the written recommendation of the immediate supervisor and the approval of the Chief of Police for a maximum of six (6) additional months to allow thorough evaluation of an employee. It is agreed that all persons in a probationary status are excluded from coverage under this Agreement and any decision regarding extending the probationary period, as provided above, shall not be subject to the grievance arbitration procedure. If a person successfully completes his probationary period and the VILLAGE continues him in its employ in a classification covered by this Agreement, his seniority shall date back to his date of hire as a probationary employee in the job classification.

6.04 Seniority List. On or before August 1st of each year the VILLAGE shall post a current seniority list for all employees covered by the Agreement. A copy shall be submitted simultaneously to the ASSOCIATION. Unless errors on the list are called to the attention of the VILLAGE in writing within fifteen (15) calendar days after the list is posted, the VILLAGE shall not be responsible for correcting any error, and such list shall be determinative provided further that disputes over the correction of any alleged error may be submitted through the grievance procedure.

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6.05 Seniority During Leaves. During all periods of paid leave, employees will continue to accrue seniority and step and general salary increases. During all periods of paid vacation, reclaim time or holiday leave and all periods of paid leave of thirty days or less, employees will continue to accrue vacation, shift rotation, holiday and sick leave benefits. During any other period of absence whether paid or unpaid, employees will not accrue vacation, sick leave, holiday leave or shift rotation benefits, except for periods of absence because of duty related disability during which periods employees shall accrue such benefits.

6.06 Compensation on Separation. Upon separation from employment, employees shall receive pay at their then current hourly rate of pay for all accumulated but unused vacation time including vacation time earned in their year of separation on a pro rata basis (i.e., for any month in which the employee works at least eighty (80) hour, he or she shall receive credit for the entire month). Upon separation, employees shall also receive pay at their current hourly rate of pay for all accumulated but unused holiday time, reclaim time and, subject to the limitation of Section 16.02, any unused sick leave (i.e., good health benefit).

ARTICLE VII - ASSIGNMENTS AND PROMOTIONS

7.01 Assignments. Assignments within the bargaining unit to duties carrying an additional salary increment, excluding assignments made to accommodate temporarily disabled employees, will be based on such factors as ability, efficiency, quality of prior service, results of written and/or oral examinations when applicable, physical fitness, promise of continued development, education and background and seniority. The parties understand that an opportunity for such assignment is intended to be an employment incentive, to recognize individual efficiency and ability and to foster government service as a career. Upon written request, candidates seeking assignments or transfers within the bargaining unit who are not selected for such assignment shall be provided a brief written evaluation of their qualifications for the assignment including areas where improvement is needed. Such written response shall become a part of the employee's official record and shall not be subject to Article X, Grievance Procedure.

7.02 Promotions Out of the Unit. In making promotions from the rank of Patrol Officer to positions outside the bargaining unit, the requirements of Chapter 65 ILCS 5/10-2.1-15 of the Illinois Compiled Statutes-1992 shall be complied with as well as those set-forth herein. The

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VILLAGE's Board of Fire and Police Commissioners shall retain jurisdiction to determine the promotion eligibility of patrol officers, and nothing in this Agreement shall be construed to limit or abrogate such authority of the Board, except that the exercise of such jurisdiction and/or authority shall be strictly consistent with the requirements of this section. Any dispute or difference concerning permanent promotion to or demotion from a position outside the bargaining unit shall not be subject to the grievance procedures under this Agreement except disputes arising in connection with sub-paragraph b).

A. It is specifically provided that promotion to a higher ranked position shall be made on the basis of an employee's ascertained merit which shall be determined by seniority, written test, verbal examination (i.e., written statement and oral examination) and merit rating (based upon the Chief of Police's evaluation). The Police Chief has the sole authority to determine the process in which the merit rating will be assigned, including the specific candidate factors considered. The Chief may change this process from one testing cycle to the next. The merit rating process, including the specific factors considered, as chosen by the Chief, shall be job related and uniformly applied to all candidates in a testing cycle. If the Chief chooses to consider past performance as part of the merit rating process, such consideration will not be inconsistent with other documented performance measures (e.g., performance evaluations, supervisor logs (including employee attachments), discipline and commendations). For purposes of professional development, the Police Chief shall provide every applicant with a written explanation of how their Chief's merit rating was determined. If supervisor ratings are considered by the Chief as part of the merit rating, the rating of each participating supervisor shall be included in the written explanation. No applicant for promotion shall be required or requested to submit to a polygraph examination, a physical agility test, a psychological test or a test by means of any chemical substance. Upon request, an employee shall be entitled to review his written examination results and method of grading or scoring the written examination provided such review shall be in conformance with the limitations established by any contractual obligations the VILLAGE may have with a third party testing organization.

B. If there is no current promotional eligibility list, a temporary promotion may be made to a vacant position for purposes of operational necessity for a period not to exceed sixty (60) calendar days, and provided that no employee shall receive a temporary promotion more than twice in a calendar year.

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ARTICLE VIII - LAYOFFS

8.01 Order of Layoff. Layoffs for reasons of lack of work or reduction of the work force shall be made in the inverse order of job classification 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 force. The last employee laid off will be the first to be recalled, provided he is still able to satisfactorily perform all of the duties and responsibilities of the job.

8.02 Compensation and Assistance. All employees affected by such layoffs shall be entitled to payment for all accrued benefits including vacation, annual good health benefit, holiday pay, and unreimbursed reclaim time. Further, each such employee shall receive such assistance as is within the capacity of the VILLAGE in locating acceptable alternative employment. At a minimum, such assistance shall consist of letters of reference and counseling with respect to accumulated benefits available through the VILLAGE and other public institutions.

8.03 Insurance. Employees so affected, who are currently in the VILLAGE health and life insurance program, shall have such benefits extended at VILLAGE cost for sixty (60) days after the effective date of the layoff and shall have the right to continue to participate in the VILLAGE insurance program at their own cost for up to sixteen (16) months thereafter or such other additional period as may be established by law.

ARTICLE IX - DISCIPLINE AND DISCHARGE

9.01 A. General. The parties recognize and agree that the obligation of the VILLAGE to its residents to provide adequate and qualified police services requires that it may for just cause suspend or discharge employees for failure or refusal to carry out in full their duties and responsibilities as employees including those set forth in published and established rules, regulations, policies and operating procedures of the Department which are not inconsistent with the express terms of this Agreement. The VILLAGE may only discipline employees for off-duty conduct where such conduct adversely affects the employee's performance of his work duties or ability to function with others in the Department or adversely affects the Department's effectiveness in the community.

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B. Notices. A copy of all suspension and discharge notices shall be provided to the Employee and the ASSOCIATION.

C. Standards and Levels of Discipline. Employees covered hereunder shall be disciplined and discharged only for just cause the VILLAGE establishes by clear and convincing evidence. As a general rule, the VILLAGE will follow principles of timely progressive discipline for the purpose of encouraging corrective employee action where minor offenses are involved, but not where the offense is substantial and serious. Where the VILLAGE believes just cause exists to institute disciplinary action, it shall have the option to assess the penalties of:

1. Oral Reprimand
2. Written Reprimand
3. Suspension
4. Discharge

Any disciplinary action other than an oral reprimand shall be subject to the grievance procedure. The employee may file a written reply to any oral or written reprimand.

D. Findings Related To Just Cause. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of other rights, benefits and conditions of employment, without prejudice, unless a lesser remedy is agreed upon as a settlement, or deemed proper by an arbitrator.

E. Investigations. The VILLAGE shall conduct disciplinary investigations when it has reason to believe an employee has failed to fulfill his responsibilities as an employee. It is agreed that neither polygraph examinations nor tests by means of chemical substance shall be used by the VILLAGE in any phase of disciplinary investigation and interrogation. It is also agreed that no case file shall be opened against an employee if a complaint is anonymous, unless, the anonymous complaint is supported by objective and verifiable information.

F. Notification and Review. Except for discipline of oral or written reprimand and except for discipline which is given simultaneously with a substantial and serious offense, prior to taking any final disciplinary action and prior to concluding its investigation, the VILLAGE shall notify the employee of the contemplated measure of discipline to be imposed, and shall meet with the employee involved and inform the employee of the reasons for such contemplated disciplinary action. Copies of all pertinent documents shall be given to the

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employee at this notification and review meeting, including: Allegation of violations of Rules and Regulations.

2. Statement of charges and specifications describing the alleged conduct giving rise to the possible discipline.
3. Employee's initial statement of facts, if any.
4. The discipline recommended.
5. The names of all complainants and any information necessary for the employee meeting.

The employee shall be entitled to an ASSOCIATION representative at all disciplinary investigations, meetings and interviews which the employee reasonably believes could result in discipline and shall be given the opportunity to rebut in writing the reasons for any proposed discipline within three (3) calendar days after the final review meeting.

9.02 Consistent Application. The VILLAGE agrees that rules, regulations, policies, practices and procedures of the Department and the VILLAGE which may result in suspension or discharge shall be equitably administered and enforced among employees in the bargaining unit.

9.03 Reckoning Period. Effective May 1, 2019, disciplinary action of an oral or written reprimand shall not be used after twelve (12) months to justify subsequent disciplinary action, and disciplinary action of more than an oral or written reprimand shall not be used after thirty-six (36) months to justify subsequent disciplinary action.

9.04 Confidentiality/non-disclosure. Neither the VILLAGE nor the ASSOCIATION shall supply a photograph or furnish to the media or otherwise make public any information concerning an employee under investigation, prior to a conviction for a criminal offense or prior to a final decision being rendered in connection with the dismissal of an employee, except as otherwise may be required by law.

ARTICLE X - GRIEVANCE PROCEDURE

10.01 Procedure. The parties agree it is desirable that any grievance, as hereby defined to mean a dispute or difference concerning the interpretation or application of the express provisions of this Agreement, be settled fairly and promptly as it arises and, accordingly, they agree that the following procedures shall be used exclusively for the resolution of all such grievances:

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Step 1. In order to encourage informal resolution of grievances at the first level of supervision, an employee who believes he has a grievance shall be required first to discuss the alleged grievance with his immediate supervisor. The ASSOCIATION steward may be present if the employee so desires. To be timely, the grievance must be presented not later than seven (7) calendar days after its occurrence or after the employee has or should have had knowledge of the act, event, or the commencement of the condition which is the basis of the grievance. If, after an informal discussion between the employee and his immediate supervisor, the grievance has not been settled, or if the supervisor does not give his verbal answer within seven (7) calendar days after the presentation of the alleged grievance, the employee may present the grievance to the next higher supervisor.

Step 2. The grievance shall be reduced to writing which shall state the alleged violation. The grievance shall be presented within ten (10) calendar days after a decision was rendered, or should have been rendered, by the immediate supervisor. The employee and/or the ASSOCIATION representative shall discuss the subject of the grievance with the next higher supervisor as well as optionally present written statements. If, after such discussion, the grievance has not been settled, or if the next higher supervisor does not provide a written response within five (5) calendar days following the Step 2 discussion, the employee may proceed to Step 3 by reducing the grievance to writing.

Step 3. If the grievance is not settled at Step 2, the written grievance, which shall include a statement of all relevant facts and a reference to the provision or provisions of this Agreement alleged to be violated, shall be presented by the employee or by the ASSOCIATION representative to the Chief of Police not later than ten (10) calendar days after receipt of response by the next higher supervisor. The Chief of Police may meet with the grievant and/or his ASSOCIATION representative in an effort to resolve the grievance but, in any event, shall reply to the grievance in writing within five (5) calendar days after the date the written grievance was received by him.

Step 4. If the grievance is not settled in Step 3, the written grievance shall be presented to the Village Manager, or to his designated representative, not later than seven (7) calendar days after the Chief of Police replied to the grievance. The Village Manager, or his representative, will make such investigation of the facts and circumstances as he deems

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necessary and will give his written answer to the grievance within ten (10) calendar days after it was received by him.

10.02 Arbitration. A grievance not settled in Step 4 may be submitted by either the VILLAGE or the ASSOCIATION to arbitration (it must involve the interpretation or application of the express provisions of this Agreement) by serving on the other party by certified mail, not later than fifteen (15) calendar days after the date of the Village Manager's reply, a written request to arbitrate, setting forth specifically the issue or issues to be arbitrated. If the parties fail to agree upon an arbitrator within five (5) days after receipt of the written request to arbitrate, they shall request the Federal Mediation and Conciliation Service to submit a panel of seven arbitrators who are all members of the National Academy of Arbitrators residing in the State of Illinois. If the parties fail to select an arbitrator after receiving two panels from the FMCS, they shall request a third panel from which they shall alternately strike a name until one name remains who shall be the arbitrator. A coin toss shall determine which party shall strike the first name. The fees of the Federal Mediation and Conciliation Service shall be borne equally by the VILLAGE and the ASSOCIATION.

10.03 Arbitrator's Authority. It is agreed that the authority of the arbitrator is limited solely to resolving the specific issues presented to him of the interpretation or application of the express provisions of this Agreement, and he shall have no power or authority to render any decision (1) contrary to or inconsistent with, or adding to or modifying or amending, any of the provisions of the Agreement, or (2) restricting or limiting or interfering in any manner with the powers, duties or responsibilities granted to or imposed on the VILLAGE under applicable law or public policy.

10.04 Decision and Fee. The decision of the arbitrator, within the limits herein prescribed, shall be final and binding on all parties to the grievance, including the VILLAGE, the employee and employees involved. The fee and expenses of the arbitrator shall be borne equally by the VILLAGE and the ASSOCIATION. No other joint expenses shall be incurred except by mutual agreement of the parties.

10.05 VILLAGE and ASSOCIATION Grievances. It is agreed that there may be occasions when a grievance, as herein defined, by the VILLAGE against an employee or the ASSOCIATION may arise for which the VILLAGE may determine it is desirable to utilize the grievance and arbitration procedures hereof. Such grievances will be commenced at Step 3. The ASSOCIATION

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also may present a grievance general in nature directly at Step 3. Any such grievance initiated at Step 3 shall be presented not later than ten (10) calendar days after its occurrence or after the VILLAGE or ASSOCIATION, as the case may be, has or should have had knowledge of the act, event or the commencement of the condition which is the basis of the grievance.

10.06 Method of Determination. The grievance and arbitration procedures herein shall constitute the sole and exclusive method of determination, decision, adjustment or settlement of any and all grievances as herein defined. However, it is understood these procedures shall not apply to any matter as to which the VILLAGE is without authority to act, and that the filing or pendency of any grievance shall not preclude the VILLAGE from taking the action or continuing to follow the course complained of, subject to a final decision on the grievance. Further, the parties recognize that the VILLAGE is a governmental unit and that the employees covered by the Agreement are employed in a dangerous occupation to provide vital services for the public. It is agreed that these considerations as well as such other equitable considerations as the parties or arbitrator deem relevant will apply in the interpretation and application of the terms and conditions of this Agreement.

10.07 Time Limits. The parties subscribe to the principle of prompt resolution of grievances and, therefore, they agree that the time limits set forth in Paragraph 10.01 and 10.02 must be complied with for the grievance to be considered, unless there is an agreement in writing to extend any such limit. If the VILLAGE or its representatives do not reply within the time limits specified, the ASSOCIATION may immediately proceed to the next step of the grievance and arbitration procedures.

10.08 ASSOCIATION Rights. No grievance, except a Step 1 grievance, may be settled unless the ASSOCIATION is afforded an opportunity to be present at any settlement conference, and provided that any settlement made shall not be inconsistent with the terms of this Agreement between the VILLAGE and the ASSOCIATION. It is acknowledged that the ASSOCIATION has the right to exercise its discretion to refuse to process an employee's unmeritorious grievance.

ARTICLE XI - NO STRIKE GUARANTEE

11.01 No Strike Guarantee. The ASSOCIATION and the employees covered by this Agreement recognize and agree that the rendering of police services to the community cannot

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under any circumstances or conditions be withheld, interrupted or discontinued, and that to do so would endanger the health, safety and welfare of the inhabitants thereof. The ASSOCIATION and the employees, therefore, agree without reservation that they will not cause, instigate, initiate, call engage in, participate in, sanction, support encourage or condone any strike, walkout, work stoppage, work slowdown, curtailment of work, or other refusal to perform work, or any picketing of any kind, for any reason whatsoever.

11.02 VILLAGE Rights. The VILLAGE may immediately suspend, or otherwise discipline, or after a hearing move to terminate, any employee or all employees who in any manner violate the provisions of Paragraph 11.01.

11.03 No Lockout. The VILLAGE agrees that, during the term of this Agreement, it will not engage in any lockout.

ARTICLE XII - HOURS OF WORK AND OVERTIME

12.01 Purpose. The provisions of this Article relating to hours of work, hourly rate, overtime, and shift selection and rotation are intended, among other things, to provide a basis for calculating overtime compensation and are not to be construed as a guarantee of days or hours of work for any period.

12.02 Normal Duty Day and Schedule.

A. Twelve (12) Hour Shifts For Dispatchers (Telecommunicators)

A work day normally will be considered to be twelve (12) hours, including a forty-five (45) minute paid lunch break and two (2) fifteen (15) minute paid breaks, although the actual number of hours scheduled for any employee and the time he or she is scheduled shall be determined by the operational requirements then existing. On an ongoing basis should operational issues develop with the 12 hour shift schedule, and after discussion with the ASSOCIATION, the shift may be maintained, modified, or discontinued by the Department for operational reasons that are neither arbitrary nor capricious. Insofar as the Fair Labor Standards Act is applicable, a tour of duty for Telecommunicators is defined, as one hundred seventy one 171 hours with a work period of twenty-eight (28) days.

1. When communications staffing consists of two or fewer on-duty Telecommunicators the following requirements will apply to on-duty Telecommunicators unless a specific exemption is received from a police department supervisor:

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a) On-duty Telecommunicators are required to be available for immediate call-back to the radio room at all times during the shift whether on the paid break or paid meal period.

b) On-duty Telecommunicators are required to monitor the NPD radio band traffic and provide appropriate response as necessary during all working hours.

c) On-duty Telecommunicators will not leave the property of the NPD grounds.

2. Minimum manpower requirements per shift, emergency situations, and training commitments, or temporary needs or requirements of the Department may cause adjustment to be made of the stated work schedule.

3. Work Period and Duty Cycle for Dispatchers: a) A work period shall consist of twenty-eight (28) days and will be composed of two (2) fourteen (14) day duty cycles. A duty cycle shall consist of fourteen (14) days and follow a pattern of two (2) days on, two (2) days off, three (3) days on, two (2) days off, two (2) days on, three (3) days off.

4. Telecommunicators will be assigned to teams as determined by the Department.

5. After team assignments are made, prior to vacation selection and at the option of the employees assigned to each team, by seniority, an employee will be designated a primary "Early TELECOMMUNICATOR" for the year. If no employee selects this position the least senior employee assigned to the team will be assigned the position by the department. This primary Early TELECOMMUNICATOR shall be scheduled to begin the shift 30 minutes prior to the designated shift start time and to end the shift 30 minutes prior to the designated ending time. Prior to vacation selection each year the department shall designate a back-up Early TELECOMMUNICATOR to fill this slot when the primary Early TELECOMMUNICATOR is not working. The back-up Early TELECOMMUNICATOR is required to monitor the schedule and determine what the proper starting time for a given work day shall be, dependent upon the work status of the primary Early TELECOMMUNICATOR.

6. The department will maintain an on call procedure as directed in the Communications Section Task Performance Manual or in the department policy manual, or both, and which may be changed or modified from time to time by the Police Chief or his designee. This procedure is imperative to ensure coverage of the unit is available and violation

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of the procedure is considered a serious violation of department policy and subject to disciplinary action up to and including termination.

B. Eight (8) Hour Shifts For Certain Patrol Officers.)

Patrol Officers assigned to the positions of Investigator, High School Liaison Officer, Community Relations Officer and administrative assignments will work 5 days per week, Monday-Friday, or Tuesday-Saturday, eight (8) hours per day, including a one-half hour paid lunch and two (2) fifteen (15) minute paid break periods. Emergency situations and/or other temporary needs or requirements of the Department (but not for training or training matters) may cause adjustment to be made of the stated work schedule.

C. Ten (10) Hour Shift for Certain Patrol Officers.)

1. The Department may assign up to two (2) Tactical Officers, one (1) Community Relations Officer and one (1) Traffic Officer to a ten (10)-hour shift including a forty-five (45) minute paid lunch break and two (2) fifteen (15) minute paid breaks with four (4) days on and three (3) days off each workweek. Assignments shall be made pursuant to the selection process in effect May 1, 2006. The Department may reassign this position if it determines that an officer is not properly performing the assignment. Reasons for any such determination shall be provided to the officer and the ASSOCIATION. At any time, an officer may request to be returned to the officer's original shift. An officer's days off may be changed to allow participation in special events and details (i.e., parades, special selective enforcement programs, etc.). Overtime worked of one-quarter (1/4) hour or more in excess of the ten (10) hour shift will be paid on a basis of time and one-half (1 ½) the employee's regular straight time hourly rate of pay. Vacation, sick, and holiday time will continue to be earned in eight (8) hour increments. Use of this time will require using ten (10) hours of benefit time in order to obtain a ten (10) hour day off.

2. Patrol Officers assigned as investigators may be included to work a ten (10) hour shift, consistent with 12.02 c) 1 above, wherein investigators can be scheduled to work four (4) days on and three (3) days off each work week. The additional guidelines of c) 1 above regarding ten (10) hour shifts shall also apply regarding paid breaks, overtime accumulation and benefit accrual and usage. It remains understood that in some circumstances adjustments to one's schedule may be made to accommodate emergency situations and temporary needs or

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requirements of the department. Assignment to the position of investigator remains at the discretion of the department.

3. The high school liaison officer may, during summer, spring and other school breaks, and when not needed at the school or assigned to patrol have the option of a ten (10) hour work shift day with the rotation schedule of four (4) days on and three (3) days off, similar to that of the investigators described above.

D. Duty Day and Overtime for Twelve (12) Hour Shift Employees.

1. Normal Duty Day.

a) A work day normally will be considered to be twelve (12) hours including a forty-five (45) minute paid lunch break and two (2) fifteen (15) minute paid breaks, although the actual number of hours scheduled for any employee and the time he is scheduled shall be determined by the operational requirements then existing. Insofar as the Fair Labor Standards Act is applicable, a tour of duty for patrol officers is defined, as one hundred seventy one 171 hours with a work period of twenty-eight (28) days.

b) Minimum manpower requirements per shift, emergency situations, training commitments, assignments to investigations, community relations, and/or other temporary needs or requirements of the Department may cause adjustment to be made of the stated work schedule. Roll call, if any, shall not begin prior to commencement of the twelve (12) hour shift.

2. Work Period and Duty Cycle.

a) A work period shall consist of twenty-eight (28) days and will be composed of two (2) fourteen (14) day duty cycles. A duty cycle shall consist of fourteen (14) days and follow a pattern of two (2) days on, two (2) days off, three (3) days on, two (2) days off, two (2) days on, three (3) days off.

b) Officers will be scheduled to have every other Friday, Saturday and Sunday off.

c) Officers will not be scheduled to work more than three (3) days in a row (excludes: hire-back, special events, emergency callback, training, special duty and other similar situations requiring schedule modifications).

3. Patrol Shifts -Patrol Teams -Power Shifts.

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- a) The twenty-four (24) hour day will be divided into two (2) primary twelve (12) hour shifts, one (1) day (A.M.) shift and one (1) night (P.M.) shift.
- b) Each of the two (2) primary twelve (12) hour shifts will be manned by two (2) teams of patrol officers per shift.
- c) The ability to institute a power shift(s) shall depend upon the amount of manpower available. If sufficient manpower is available, the power shift will also consist of two (2) teams. The two (2) primary shifts must be fully manned before a power shift can be implemented. If a power shift is implemented and at a later time staffing shortages require re-assignment of power shift personnel to cover primary shift assignments, such re-assignments shall be made on the basis of seniority preference, and if no one has a re-assignment preference, re-assignment shall then be made by inverse seniority.

4. Shift Selection.

- a) Prior to each October 5, all sworn officers shall present to the Deputy Chief, in order of preference, their requests for permanent shift assignment. Officers may also request a rotating shift assignment, which requests will be honored as long as requests for a rotating shift are received from at least two (2) officers or in multiples of two (2) officers. Seniority shall prevail in the selection process. The shift assignment will be worked commencing the beginning of the year for a period of one (1) year. Patrol officers who rotate shall only rotate between the two (2) primary shifts. When there is a change of an officer's shift, the officer shall have at least twelve (12) hours off from the end of the officer's shift to the beginning of the officer's new shift. To provide for this, an officer's regular day off may be adjusted.
- b) Prior to selection; the Chief shall designate the number of patrol officers to be assigned to each of the two (2) permanent patrol shifts, to rotating shifts, and if applicable, to the power shift.
- c) Probationary officers may fill rotating shifts to accommodate their training needs. Field-training officers, during their training assignments, may be required to rotate pursuant to their training assignment. Should an additional non-probationary officer be required to balance an odd number of probationary officers assigned to rotating shifts, the non-probationary officer may be assigned on a reverse seniority basis.

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d) Up to six (6) officers total may be assigned to any of the three (3) permanent shifts (days, nights, and power shift) by the Chief of Police prior to October 5th each year, subject to operational necessity.

e) If, during the year, there is a change of assignment, the officer will normally fill the position vacated by the officer replaced. An attempt will be made to give the officer(s) involved their first choice of shift which was selected during the preceding October selection process. When it is impractical due to an adverse effect on manpower distribution, the officer(s) will be assigned to the shift(s) where the manpower shortage(s) exists as determined by the Chief of Police.

5. Additional Officers.

a) If during the scheduled year, additional officers are added to the patrol division above the current level of those assigned; these additional officers will be assigned for the remainder of the schedule year to one of the primary patrol teams, power shift, or special assignments.

b) During the summer months, if the High School Liaison Officer is not assigned to summer school sessions performing his/her normal duties or on vacation, he/she will be designated for special assignment or will work in the Patrol Division or in the Investigations Unit. The officer will select the patrol shift he/she wants to work for the summer during the normal shift selection process. Once the officer selects a shift, the selection will not have any bearing on any other officer's permanent shift selection process, assignment or vacation time already scheduled. Patrol, Investigations Unit, or special assignments will be made for periods of at least one (1) week or by mutual agreement if for shorter periods of time.

6. Days Off Switches -Trades.

a) Officers may request to switch their workdays and days off within their own scheduled work periods. If approved, switches will be completed within the same work period. Officers will not work more than five (5) days in a row due to switches without supervisory approval.

b) Officers may request to trade their workdays, days off and shifts with other officers. If approved, the officers involved will complete the trade within the same KDO work period as original trade. Only officers working the same number of shift hours

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will be allowed to trade. Officers will not work a "double shift" due to a trade and will not work more than five days in a row due to trades without supervisory approval.

c) Dispatchers may request to trade their workdays, days off and shifts with other dispatchers. If approved, the dispatchers involved will complete the trade within two (2) calendar months following the month of the original trade.

7. Court Appearances.

a) Officers working the day (A.M.) shift will not be allowed to switch days off within their own schedules or trade work days, shifts or days off with other officers, if the switch or trade would cause any of the officers involved to have to attend their scheduled court call on an overtime basis. Officers working the day (A.M.) shift scheduled for court call may switch or trade partial days off as long as such will not cause any officer involved to attend the scheduled court call on an overtime basis. Officers needing these days off, rather than switching or trading days off, may utilize available leave time subject to approval by the Department based upon manpower requirements.

8. Adjusting Work Hours - Hire-backs.

a) When staffing shortages occur, an officer may be called in early for his/her tour of duty or may be required to extend his/her tour of duty.

b) When called in early, absent extenuating circumstance, there will be no more than a two (2) hour change in the officer's starting time and every attempt will be made to relieve the officer after his/her normal number of shift hours.

c) When an officer is required to extend his/her tour of duty, absent extenuating circumstances, every attempt will be made to limit the extension to a maximum of two (2) hours.

d) Officers will not work more than fourteen (14) consecutive hours absent extenuating circumstances. In such cases, officers may be required to work in excess of fourteen (14) hours until relieved or until the emergency is brought under control.

e) Although every attempt will be made to hire-back per 12.09, or assign in inverse order of seniority off-duty personnel to provide security for special events (Northbrook Days, July 4th Celebration, Memorial Day, etc.), officers' tours of duty may be extended to provide security for these events. Such extension of a tour of duty shall be on a

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voluntary basis in order of seniority; but if no one accepts, then by requiring needed officers to work on the basis of inverse seniority.

f) Officers will be required to work in excess of their assigned shift hours (12, 8 or 4 hours) for the purpose of completing a police report and/or arrest report when it involves a situation of a serious nature. The decision under these circumstances will be made by the shift supervisor and will be made on a "case-by-case" basis with consideration for the seriousness of the situation, need for the completion of the report and paperwork and the officer's pending day off.

9. Adjusting Work Days.

a) During each fourteen (14) day duty cycle each officer or TELECOMMUNICATOR should be scheduled to work eighty (80) hours. Since however, an officer or TELECOMMUNICATOR is scheduled to work seven (7) days in each fourteen (14) day duty cycle, working seven (7) twelve (12) hour days would equal eighty-four (84) hours, which is four (4) hours beyond the required eighty (80) hours of work in a duty cycle. Therefore, the applicable Supervisor may schedule each officer and each TELECOMMUNICATOR for one (1) eight (8) hour day instead of a twelve (12) hour day during each duty cycle. This shall be done within minimum manpower constraints.

b) Eight (8) hour days can be accomplished in the following ways:

1. By request of the officer or TELECOMMUNICATOR to be off 4 hours at the beginning or end of a 12 hour shift.

2. Assignment of an eight (8) hour day by the applicable Supervisor.

3. Assignment of a training day(s).

4. At any other time during the duty cycle by mutual agreement.

c) If, due to unforeseen circumstances, an officer or TELECOMMUNICATOR cannot be scheduled for an eight (8) hour day during the fourteen (14) day duty cycle, the excess 4 hours can be carried over to the next 14 day duty cycle and added to the 4 hours from that next duty cycle, as long as it is in the same work period. A four hour work day can then be accomplished the following way:

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1. By request of the officer or TELECOMMUNICATOR to be off 8 hours at the beginning or end of a twelve (12) hour shift.
2. Assignment of a four (4) hour day by the applicable Supervisor.
3. Assignment of training day(s).
4. At any other time during that duty cycle by mutual agreement.
 - d) At the discretion of the Department, an officer or TELECOMMUNICATOR who is scheduled to work two-hundred fifty-two (252) hours in a six week period encompassing an entire four (4) week work period and the first two (2) weeks of the subsequent work period, may be allowed to schedule an entire twelve (12) hour shift off.
 - e) If due to unforeseen circumstances, an officer or TELECOMMUNICATOR cannot be scheduled to receive the above stated four (4) hour or eight (8) hour blocks of time during a work period, that time, at the officer's or TELECOMMUNICATOR'S option, shall be credited to the officer's or TELECOMMUNICATOR'S reclaim time bank which shall not exceed eighty (80) hours, or paid at the rate of time and one-half the officer's or TELECOMMUNICATOR'S straight time hourly rate of pay.

10. Training Days.

- a) A training day will generally be considered as an eight (8)-hour workday. However, for a patrol officer or telecommunicator assigned to training of at least eight (8) scheduled hours away from the Village of Northbrook, on a day the officer or telecommunicator is assigned to a ten (10) hour or twelve (12) hour schedule, the training day will fulfill the workday requirement. In no instance will such training be compensated as overtime. Officers' or telecommunicators' schedules may continue to be adjusted for training at the discretion of the Department.
- b) The eight (8) hour day(s) scheduled instead of a twelve (12) hour day during one or both duty cycles of a work period can be applied to training days. But if such time cannot be applied to training days, and training days are needed, then the officer shall work for the rest of the officer's twelve (12) hour shift unless the officer, by mutual agreement with the department, utilizes leave time, except as outlined in paragraph a).

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c) Regular days off may be adjusted to accommodate training days, per current practice.

11. Benefit Time. Accrued and Used.

Vacation (Article XIV), sick (Section 16.01) and holiday time (Section 13.02) will continue to be earned in eight (8) hour increments. Use of this time will require using twelve (12) hours of benefit time in order to obtain a twelve (12) hour day off (i.e., 1.5 vacation days, 1.5 holiday days, 1.5 sick days). This will apply to TELECOMMUNICATORS working 12 hour shifts as well as other employees working 12 hour shifts.

12. Overtime.

a) Overtime worked of one-quarter (1/4) hour or more in excess of the normal twelve (12) hour workday, will be paid on the basis of time and one-half (1 1/2) the employee's regular straight time hourly rate of pay. Overtime worked in excess of eighty (80) hours in a fourteen (14) day duty cycle also will be compensated on the basis of time and one-half (1 1/2) the employee's straight time hourly rate of pay. No employee shall be paid overtime twice for the same hours of work, and there shall be no pyramiding of overtime or premium pay.

b) Double-time provisions shall not apply to patrol officers or TELECOMMUNICATORS working 12 hour shifts.

12.03 Overtime and Hourly Rate.

A. Overtime for Eight (8) Hour Employees. Overtime worked of one-quarter (1/4) hour or more in excess of the normal workday will be paid on a basis of time and one-half the employee's regular straight time hourly rate of pay. Overtime worked in excess of forty (40) hours in a seven (7) day work period also will be compensated on the basis of time and one-half of the employee's regular straight time hourly rate of pay. Overtime worked shall also include employer assigned training time in excess of the normal workday or in excess of forty (40) hours in the seven-day work period. No employee shall be paid overtime twice for the same hours of work, and there shall be no pyramiding of overtime or premium pay.

B. Hourly Rate for All Employees. The regular straight-time hourly rate of pay for purposes of this Agreement for all employees is the annual salary shown in Appendix A divided by 2080.

12.04 Compensatory Time Bank.

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A. Employees may place overtime hours into the compensatory time bank within the limits stated below in lieu of pay for such hours. For each hour of overtime an employee may place one and one-half or two hours of time into the Reclaim Time Bank depending on whether the overtime was earned at the rate of time and one half or double time. When the manpower needs of the Department are met, such earned overtime (which may be accumulated to a total of eighty (80) hours) may be taken as compensatory time off, subject to approval by the Chief, Division Commander or Shift Supervisor. Requests shall be granted in order of their submission. In case two or more requests are submitted on the same date for the same reclaim time off, seniority shall prevail. Under no circumstances shall overtime hours paid for in accordance with the Fair Labor Standards Act also be taken as compensatory time off. Overtime earned while working Special Outside Details, unless such details are required, shall be taken as pay only.

B. The VILLAGE shall credit each bargaining unit member's reclaim bank a total of ten (10) hours at the beginning of each calendar quarter (May-July, August-October, November-January, and February-April) or as soon thereafter in the calendar quarter as possible without exceeding the maximum allowable hours which may be accumulated. In any quarterly period in which the excess time is not scheduled off, the employee will be paid for the hours in the first pay check in the next quarter at the employee's straight time hourly rate in effect at the time of payment.

C. Quarterly Training.

1. Effective January 1, 2023, after employees have scheduled their annual vacation and holiday time, the VILLAGE will schedule two mandatory training dates per year (a primary date and an alternate date for each team). Once the training dates are scheduled, employees will not be allowed to schedule any subsequent benefit time on the scheduled training dates unless the employee has approval to schedule the benefit time off from the Deputy Chief of Field Operations or their designee.

2. The VILLAGE will schedule each Police Officer bargaining unit member to attend a mandatory eight (8) hour training session on a regularly scheduled day off twice a year. Training shall not be scheduled on Saturdays, Sundays or recognized holidays. Notice of the training schedule(s) shall be posted no later than January 1 of each subsequent year (after ratification). Employees shall earn compensation for attending this training at a rate of 1 1/2

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times their straight time hourly rate (or twelve (12) hours straight time compensation for eight (8) hours of training). At the employee's option such time (twelve (12) hours) may be placed into the employee's reclaim time bank after they have completed the training. Employees unable to attend either or both of the twice per year scheduled training sessions due to a conflict (vacation, holiday time off, sick, scheduled court time, etc.) will be allowed to make up the missed training on the alternate dates scheduled in order to earn the twelve (12) hours of pay. If practicable, the VILLAGE will offer alternate training sessions or videotape training sessions such that employees who are unable to attend a scheduled training session.

3. Employees who are not able to attend a training session on a regularly scheduled day off during any calendar year because of a duty related injury or duty related illness and will be scheduled to attend training when they return to work in order to earn the twelve (12) hours of pay.

4. Except as provided in subparagraphs (c)(1) and (c)(2) above, Employees who do not attend the two mandatory training session on a regularly scheduled day off shall not earn the additional twelve (12) hours of straight time for each training session.

5. Effective on contract ratification or January 1, 2023, whichever comes later, Section 12.04.

6. Quarterly Training is applicable to Telecommunicators as well as patrol officers.

D. If any portion of this Article 12.04 A, B and/or C is found to violate the terms of the FLSA, compensatory time shall cease to accrue and all time subsequently earned or credited in this Article shall be paid at the employee's straight time hourly rate of pay subject to the subsequent duty to meet and negotiate as provided in Article 23.01 of this Agreement; and, at which time, the VILLAGE shall a) buy back some or all time due to bargaining unit members immediately or over a reasonable period of time; and/or b) allow employees to utilize accrued reclaim time at mutually agreed times.

12.05 Court Appearances. An employee who is required to make court appearances on behalf of the VILLAGE during his off-duty hours will receive pay at the rate of time and one-half (1 1/2) with a minimum guarantee of three (3) hours pay at the rate of time and one-half (1 1/2); however, the minimum shall not apply to any court appearance immediately prior to or immediately following the scheduled duty watch.

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No employee shall be subject to discipline for not attending court if notification to do so is received less than forty-eight (48) hours before the court date, except if the Chief determines that the case involves a significant matter, the employee may be disciplined for not attending court upon less than forty-eight (48) hours' notice.

12.06 Work on the Seventh or Eighth Consecutive Day for Eight (8) Hour Employees. For any work performed (including, but not limited to court appearances), which is not the result of exchanging scheduled time off at the employee's request, on an employee's seventh consecutive work day in a work segment consisting of five (5) consecutive work days or an employee's eighth (8th) consecutive work day in a work segment consisting of six (6) consecutive work days, such seventh (7th) consecutive day or eighth (8th) consecutive day will be paid at two (2) times the hourly rate with a minimum guarantee of three (3) hours at the rate of double time, provided that on the sixth (6th) or the seventh (7th) consecutive day in a five (5) or six (6) day schedule the employee works a minimum of four (4) hours. This double time guarantee does not apply to any portion of overtime work on a special outside detail unless the special outside detail is required by the VILLAGE.

12.07 Subpoenaed Evidence. An officer required to bring subpoenaed evidence to court shall be paid an additional one half (1/2) hour at the appropriate overtime rate for reporting to the Department on the date of the court appearance to obtain such evidence.

12.08 Recall Minimum. Employees recalled to duty shall receive a minimum of two (2) hours pay at the appropriate overtime rate, regardless of actual time worked. **If recalled for more than two hours, employees will be paid for actual time worked.** If the recall is within two (2) hours of an employee's scheduled shift, an employee shall receive payment for the actual time worked at the appropriate overtime rate.

A recall is defined as an official assignment of work which does not immediately precede or immediately follow an officer's scheduled work hours.

A recall does not include *de minimis* time. *De minimis* time is short, does not occur regularly in frequency or duration.

12.09 Hirebacks. If it is first known that a hireback is needed more than two (2) calendar days prior to the shift on which the hireback is needed, a sign up list shall be provided. The VILLAGE shall award the work to the senior officer on the signup sheet who otherwise would be off from that shift once the sheet has been posted for at least 24 consecutive hours. Once the

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work is assigned, it must be worked by the officer so assigned, subject to the provisions of Section 12.02 D (6) Days Off Switches – Trades. If no one accepts, the least senior available employee (s) shall be required to work the overtime subject to the provisions of Section 12.02 D (8) d).

If it is only known that a hireback will be needed on a shift two (2) calendar days or less before the commencement of the shift, the VILLAGE shall seek to obtain any employee on a voluntary basis for the hireback, and if not successful require the least senior available employee to work the overtime, provided, however, the VILLAGE shall allow one hour, except when not feasible as determined by the shift supervisor where such determination for officers to respond to the hireback request is not unreasonable.

12.10 Details.

All requests for details received more than three (3) days or prior to the event shall be time stamped and posted upon receipt. Employees interested in working the detail shall submit their bid for the detail prior to 1500 hours on the third day before the event. The requesting employee with the highest seniority shall be selected, except when the high school requests a detail. In that case the high school liaison shall first be offered the detail. For details received less than three (3) days prior to the event or for details that have not been filled three (3) days prior to the event, the Department, shall first solicit on duty employees to work the detail in a descending order beginning with employee with the highest seniority. If no on-duty employee accepts the detail, the Department may elect to solicit off-duty employees, who will be offered the detail in order of seniority beginning with the off-duty employee with the highest seniority. If no employee requests the detail and it must be filled, it will be done by reverse seniority.

It is provided, however, that for Village sponsored events (Northbrook Days, 4th of July, Memorial Day, or similar) the VILLAGE shall post requests for detail at least six (6) weeks in advance of the event, and employees interested in working the detail shall submit their requests for the detail no later than fourteen (14) days before the event. The requesting employee(s) with the highest seniority shall be selected. If no sufficient employees request the detail, and it must be filled, it will be covered by reverse seniority from those employees not already scheduled to work that day. At a minimum, the Department shall give eleven (11) days' notice prior to the event to those employees who will be working the assigned detail. Employees on a

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regular day off (RDO) will not be required to work a detail if the employee has benefit time scheduled (vacation or holiday) the day before or the day after the day of the Village sponsored event. Employees who were originally scheduled to work on the day of the Village sponsored event and who are on vacation or scheduled benefit time adjacent to the date of the sponsored event (the day before or day after) for vacation shall not be subject to mandatorily work a detail, except in an emergency.

ARTICLE XIII - HOLIDAYS

13.01 Recognized Holidays. The VILLAGE shall recognize ten (10) paid holidays each year. These holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas and three Personal Preference Holidays.

13.02 Special Application for Police Officers and Dispatchers.

A. Because police function demands full and continuous coverage, the parties recognize that the Department cannot adjust its manpower requirements in recognition of paid holidays in any way materially different from non-holidays. In lieu thereof, however, all personnel on shift assignment will receive each year one-hundred-twenty (120) hours (the equivalent of one and one-half x 10 shifts) in straight-time hourly pay or equivalent compensatory time off to be distributed at the rate of ten (10) hours per month. The full benefit compensation per holiday as herein provided must individually be taken either in pay or as compensatory time off. When compensatory time off is selected, such must be taken on adequate notice to the Department and be subject to the manpower requirements of the Department and be subject to the manpower requirements of the Department as set forth in Paragraph 12.04 A.

B. 1. Alternatively, prior to January 1 of each year by a date and time selected by the Chief of Police, employees may elect to schedule, secondary to the annual vacation selection, up to ten (10) holidays each calendar year. Such selection for taking holiday time will be on the basis of seniority in position classification and subject to minimum manpower requirements.

2. The remaining forty (40) hours of holiday benefit for employees electing this option may be taken as compensatory time or paid each quarter on March 15, June

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15, September 15 and December 15 at the straight-time hourly rate of pay in effect at the time of payment. In either case, credit shall be for ten (10) hours per quarter.

3. Any unused or unscheduled holidays of the ten (10) will be paid in a lump sum at the straight-time hourly rate of pay in effect at the time of payment on the November 30th payroll each year.

4. The choosing of the option to schedule and the selection of holidays are to be accomplished each year by January 15th. Those electing to schedule ten (10) holidays shall not be permitted an annual scheduling of up to a five (5) day block of reclaim time. Those not electing to schedule the ten (10) holidays shall be permitted such annual scheduling.

ARTICLE XIV - VACATIONS

14.01 Vacation Accrual. From the date of hire, an employee shall be considered in the employee's first year. Employees will be entitled to receive annual paid vacations, according to their eligibility, as follows:

A. Employees who have completed at least one (1) year, but less than six (6) years of continuous service will receive twelve (12) working days of paid vacation time.

B. Beginning with the sixth (6th) year and through the tenth (10th) year of continuous service, employees will receive fifteen (15) working days of paid vacation time.

C. Beginning with the eleventh (11th) year and through the fourteenth (14th) year of continuous service, employees will receive nineteen (19) working days of paid vacation time.

D. Beginning with the fifteenth (15th) year and through the twentieth (20th) year of continuous service, employees will receive twenty-two (22) working days of paid vacation time.

E. Beginning with the twenty-first (21st) year of continuous service employees will receive twenty-four (24) working days of paid vacation time.

F. Beginning with the twenty-fifth (25th) year of continuous service employees will receive twenty-five (25) working days of paid vacation time.

G. If the employee has worked only part of his 6th, 11th, 15th, 21st or 25th year at the time he is permitted to take his earned vacation time, he will be entitled to a pro-rated portion of the additional working days of paid vacation time based on the ratio which the

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number of full calendar months of continuous service since his last anniversary date bears to twelve (12) months.

14.02 Vacation Pay. For the purpose of determining the amount of vacation pay to which an employee is entitled, a working day shall be considered as being eight (8) hours.

14.03 Continuous Service. Continuous service shall mean that the employee has worked at least sixteen hundred (1600) hours in the twelve (12) month period preceding his anniversary date of employment.

14.04 Vacation Accumulation. It is mutually agreed that all employees who have earned paid vacation time will take their vacation within the year following their anniversary eligibility date or forfeit their vacation pay, except however, that where unusual circumstances prevail and upon prior approval of the VILLAGE, an employee will be permitted to accumulate paid vacation time up to a maximum of twenty-four (24) days.

14.05 Selection by Seniority. The date for taking earned paid vacation time off will be granted, subject to the primary considerations of the operational requirements of the Department and the needs of the VILLAGE, on the basis of seniority in classification, provided, however, that at least two (2) officers assigned to the Patrol Division per shift shall be permitted the same vacation time off during the periods January 1 through March 31 and October 1 through December 31, and one (1) employee by classification on the basis of seniority per shift, shall be granted vacation time off during other times of the year. Vacation selection for the upcoming year shall take place prior to January 1st of each year. Once selected, vacations are not subject to cancellation by the VILLAGE unless such cancellation is pursuant to an emergency as declared by the Village Manager.

14.06 Vacation and Other Pay on Separation.

Upon separation from employment, an employee who has qualified for his first full paid vacation shall receive pay at his then current hourly rate of pay for all accumulated but unused vacation time including vacation time earned in the year of separation on a pro rata basis. The pro-rated share of vacation pay shall be based on the number of paid vacation days for which the employee last qualified to which will be applied the ratio which the employee's actual full calendar months of continuous service since his last anniversary date bears to twelve (12) months. For any month in which the employee works at least eighty (80) hours, he or she

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shall receive credit for the entire month. It is provided, however, that where termination is for dishonesty or gross misconduct the employee will not be entitled to any prorated vacation pay.

ARTICLE XV - SALARIES

15.01

A. Salary Schedules. The salary schedules for employees, including longevity pay, are set forth in Appendix A hereof which is for all purposes made a part of this Agreement.

All pay steps shall reflect increases as follows:

3.50% effective May 1, 2022

2.75% effective May 1, 2023

2.75% effective May 1, 2024

Subject to the following Local Government Distributive Fund language:

Should the VILLAGE's share of Local Government Distributive Fund tax monies be reduced by twenty percent (20%) or more from 2016 amounts, or if a property tax freeze is imposed upon the VILLAGE by the State of Illinois, then the VILLAGE may request that the contract be immediately reopened on the issue of wages and other cost-saving measures. If the VILLAGE makes such a request to reopen, the parties will meet and negotiate over wages and other cost-saving measures for thirty (30) calendar days. Thereafter, if agreement is not reached, either party may invoke interest arbitration in accord with the criteria and procedures listed in Article 14 of the IPLRA. This paragraph shall sunset effective May 1, 2022, ie. be of no further force or effect.

Retroactive payments of all salary and other pay and fringe benefits shall be made as promptly as possible. It is understood, however, that probationary employees whose employment is terminated prior to contract ratification shall not be entitled to the retroactive pay set forth in this section.

B. Longevity. Employees shall receive longevity pay in recognition for years of service as set forth in Appendix A.

Longevity pay shall adjust according to the percentage equivalent of any increase in general base wage adjustment.

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15.02 Specialty Pay.

- A. A Dispatcher assigned as a Training Officer shall be compensated at eight percent (8%) over the employee's regular rate of pay.
- B. A Patrol Officer assigned as a Field Training Officer shall be compensated at eight percent (8%) over the employee's regular rate of pay.
- C. A Dispatcher assigned as Leads Coordinator shall be compensated at three percent (3%) over the employee's regular rate of pay.
- D. The Department shall follow existing practices regarding the selection of employees for assignment to Field Training Officer, Training Officer and Leads Coordinator.
- E. Any patrol officer assigned as an Evidence Technician (E.T.) on a shift and any employee who performs the duties of an E.T. (if approved by a supervisor) shall receive additional pay of six percent (6%) over the patrol officers or employee's regular rate of pay for the shift. If an E.T. is available, one shall be assigned on each shift on each day. No E.T. on hireback shall be entitled to the additional six percent (6%). In case there are two (2) or more E.T.'s on a shift, the assignment shall be rotated.
- F. A Dispatcher assigned as a Lead Dispatcher shall be compensated at eight percent (8%) over the employee's regular rate of pay.
- G. To overcome language barriers and to provide citizens equal access to police services, the Village encourages represented employees to use non-English languages during contact with the public. Any patrol officer demonstrating bilingual proficiency on a shift and any employee who performs the duties of a bilingual officer (if approved by a supervisor) shall receive additional pay of six percent (6%) over the patrol officers or employee's regular rate of pay for the shift during which bilingual duties are performed. In order to receive bilingual pay, the officer shall be tested by a vendor selected by the Village and at the Village's expense. The officer shall receive a minimum score of "Advanced — Mid" as defined by the American Council on the Teaching of Foreign Languages ("ACTFL"). No bilingual officer on hireback, shall be entitled to the additional six percent (6%). In case there are two (2) or more bilingual officers on a shift, the assignment shall be rotated.

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ARTICLE XVI - OTHER LEAVE

16.01 Sick Leave. Employees are entitled to one (1) day's paid sick leave for each full month of continuous service (eligibility starts after six (6) months' continuous service at which time the eligible employee is credited with six (6) sick leave days). This benefit is available to an employee who is absent from work only because of his own illness or injury and who gives a proper notice of his absence to a Department supervisor at least one (1) hour in advance of the time he is scheduled to report for work except, however, that an employee may count against his earned sick leave an absence of not more than three (3) days caused by an emergency situation at his home requiring adult care of a member of his household which would otherwise not be available, provided proper notice has been given. A claim for paid sick leave for three (3) or more days of continuous absence must be accompanied by a doctor's written statement of treatment or other reliable substantiating evidence of illness or injury. During the time an employee is on sick leave, the employee shall not engage in any work or recreational activities that may interfere with the recuperative process. The Department has the right to investigate sick leave use when there is a reasonable basis to believe that an employee may be abusing sick leave. Any abuse of the paid sick leave benefit shall constitute cause for suspension, removal and/or discharge.

The VILLAGE shall not post the names of employees who call in sick nor the names of employees who have not used sick leave, and no employee shall suffer a detriment or be subject to embarrassment or pressure for using sick leave.

16.02 Good Health Benefit

A. Yearly Incentive. Employees who accumulate unused paid sick leave in excess of sixty (60) days will be paid for twenty percent (20%) of such excess (full days only) at the close of each fiscal year. The number of such days accumulated will thereupon be reduced by the number of days for which payment is received. It is the intent of this Section that reliable service be rewarded and that career employees be enabled to share the mutual benefits of continued good health.

B. Sick Leave Buy Back. Employees retiring from VILLAGE service in accordance with the provisions of established retirement plans will be paid for the fiscal year in which actual retirement occurs for thirty percent (30%) of unused paid sick leave in excess of sixty (60) days. Such employees may elect to take the thirty percent (30%) benefit in the form of

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an equivalent paid leave of absence immediately preceding their retirement date. Effective January 1, 2017, the sick leave buy back in this section will increase to thirty-five percent (35%). Effective January 1, 2018, the sick leave buy back in this section will increase to forty percent (40%).

16.03 **On the Job Injury/Duty Related Illness.** The VILLAGE will comply with all state statutes pertaining to on the job injuries and duty related illness.

16.04 **Jury/Witness Leave .**

A. **Jury Duty.** An employee shall be granted an excused leave from work without loss of pay when required to perform jury duty on those days the employee would have been otherwise scheduled to work. The employee shall provide written notice of jury duty to the Chief of Police as far in advance as reasonably possible, and the Chief in his discretion may seek a postponement. Such benefit is conditional upon the employee's endorsement to the VILLAGE of all compensation received as jury pay. The employee must return to work within two (2) hours of dismissal by the court unless such dismissal occurs within two (2) hours of the end of the employee's normal shift.

B. **Witness Leave.** An employee shall be granted an excused leave from work without loss of pay for the period of time the employee is required to be away from work to attend attorney interviews, give depositions, or testify with respect to lawsuits which the VILLAGE institutes or which arise out of the employee's employment by the VILLAGE (excluding an employee's participation in such activities at the request of the ASSOCIATION). If an employee is required to participate in such activities during off-duty hours, the employee shall be paid the applicable hourly rate and shall be reimbursed their cost of transportation (the lesser of the IRS mileage rate plus parking or public transportation) based upon travel distance between the public safety center and the hearing site. The benefit provided in this paragraph is conditional upon the employee's endorsement to the VILLAGE of all compensation received as witness fee.

An employee shall immediately notify the Chief of Police if he is required to participate in a lawsuit, which arises out of his employment by the VILLAGE. The VILLAGE retains the right to schedule the employee's participation during the employee's duty hours. If the VILLAGE does not exercise this right, the scheduling shall be done at the mutual convenience of the employee and the party requesting the employee's participation.

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If an employee is subpoenaed to testify in lawsuits which do not arise out of the employee's employment by the VILLAGE or if the employee's participation in pretrial activities is needed in a lawsuit instituted by the ASSOCIATION, the employee shall be permitted to use accrued leave time, request an exchange of tours of duty, or take time off without pay.

If an employee is subpoenaed at the request of the Chief of Police to testify in a hearing before the Board of Fire and Police Commissioners, the employee shall either be released from duty without loss of pay or paid the applicable hourly rate for all hours of off-duty participation, whichever is applicable, and shall be reimbursed the cost of transportation (the lesser of the IRS mileage rate plus parking or public transportation) based upon travel distance between the public safety center and the hearing site. If an employee is subpoenaed at the request of someone other than the Chief of Police, the employee shall be released from duty without loss of pay if it is necessary for him to testify during his normal duty hours; the employee shall not receive any compensation if he testifies during his off-duty hours.

The employee shall provide written notice of witness duty to the Chief of Police as far in advance as reasonably possible, and the Chief in his discretion may seek a postponement. The employee must return to work within two hours of dismissal by the court or the party issuing the subpoena unless such dismissal occurs within two hours of the end of the employee's normal shift.

16.05 Bereavement Leave

A. In the event of a death in the immediate family of an employee who has completed at least one (1) year of continuous service, the employee will be granted emergency leave with pay for three (3) shifts or in the case of the death of a spouse or child emergency leave with pay for ten (10) shifts, and, if required by the circumstance, such an employee may utilize an additional one (1) day of sick or vacation time or reclaimed time for this purpose. In this circumstance only, use of reclaimed time will not be subject to departmental staff requirements. For this purpose, immediate family consists of the employee's mother, father, sister, brother, spouse, child, grandchild, grandparents and/or the mother, father, sister and brother or grandparents of the employee's spouse (all inclusive of "step" relationships).

The employee who has completed at least one (1) year of continuous service will be granted one (1) day of emergency leave with pay in the event of the death of a relative which is hereby defined to mean a person having blood relationship to the employee or his spouse

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spanning two generations. Such employee will be granted one-half (1/2) day of emergency leave with pay to attend the funeral of a close friend or neighbor of the employee.

B. As a condition to the granting of any such emergency leave, the employee may be required to submit satisfactory proof of death and/or proof of the relationship of the deceased to the employee.

16.06 **Military Service Leave.** An employee who requires leave from employment for purposes of military service shall be entitled to compensation, benefits, restoration rights, and other guarantees provided by applicable federal and/or state statute (e.g. ISERRA and USERRA).

16.07 **Emergency Military Activation.** Emergency activation by either the employee's reserve component or his/her National Guard unit as a result of an Order of the President of the United States shall automatically qualify for leave of absence approval. Such emergency activation shall be compensated in such a manner that, in the event the employee's base military pay is less than the employee's VILLAGE pay, the VILLAGE will pay the difference. To receive such pay, the employee must provide a signed affidavit stating the military pay rate and, when available, copies of pay documents. The VILLAGE will continue to deduct the employee contribution to health insurance during this period and health insurance will continue as the employee elected. During this period, all other benefits, including leave benefits and seniority, will continue to accrue. However, nothing in this section shall supersede, nullify, or diminish any right or benefit established under state or federal law (e.g. ISERRA and USERRA).

Should twenty percent (20%) or more of VILLAGE employees ever be so activated, this Section shall no longer apply, per 50 ILCS 140/2.

16.08 **Spouse Leave.** Paternity leave shall be extended to an employee whose spouse has delivered a child by permitting use of accumulated sick leave to assist with newborn care up to a maximum of forty (40) hours. Nothing in this section shall limit an employee's entitlement to family medical leave in accordance with the Family Medical Leave Act ("FMLA").

16.09 **Adoption Leave.** Up to a maximum of forty (40) hours of accumulated sick leave shall be extended to an employee upon adopting a baby to assist with the baby's care. Nothing in this section shall limit an employee's entitlement to family medical leave in accordance with the Family Medical Leave Act ("FMLA").

16.10 **Unpaid Leaves.** An employee who has completed at least one (1) year of continuous service may be granted a leave of absence without pay for whatever reason and

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period that the VILLAGE in its discretion may deem acceptable. The employee shall submit in writing to the Chief of Police any request for a leave of absence. In determining whether or not to grant the leave the VILLAGE will give consideration to the nature of the purpose for which the leave of absence was requested, the effect of the employee's absence on Departmental operations and what it believes to be in the best interests of the community. Under no circumstance will a leave of absence be granted for the purpose of sampling other employment.

An employee granted a leave of absence in accordance with the provisions of this paragraph will be reinstated, upon expiration of the approved leave of absence, to the position he held at the time the leave was granted, unless circumstances have so changed as not to permit or so as to make unreasonable the employee being restored to the same position, in which event the employee will be reinstated to a position as similar in status to the employee's former position as is available.

Failure of an employee to report for work immediately upon the conclusion of the employee's approved leave of absence, or acceptance of other employment while on leave of absence, shall be considered cause for termination.

ARTICLE XVII - INSURANCE

17.01 Health Insurance

A. The VILLAGE shall implement and maintain the group medical and hospital plan and the insurance benefits set forth in Appendix D-1 attached hereto and made a part hereof.

B. For the PPO plan, employees shall contribute thirteen percent (13%), effective May 1, 2024, fourteen percent (14%) of the health premium costs.

C. For HMO plan, employees shall contribute eleven percent (11%), effective May 1, 2024 fourteen percent (14%) of health premium costs.

D. Health premium costs shall be deducted from the employee paycheck. Regardless of premium costs, employee contributions shall not increase by more than ten (10%) percent in any given year (July 1 – June 30). Open enrollment shall commence November or December.

E. The lifetime major medical benefit shall be; \$3.5 million or as provided by State or Federal law, whichever is greater.

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F. The VILLAGE shall maintain the VILLAGE of Northbrook Flexible Benefit Plan. Such Plan is incorporated herein by reference and made a part hereof. A summary of said Plan shall be provided to each employee annually. Additionally, the VILLAGE represents that this Plan is a qualified plan under, and meets the requirements of, Internal Revenue Code Section 125.E Voluntary Discontinuation Bonus, effective January 1, 2007, employees who voluntarily elect to discontinue their participation in the VILLAGE health plan for a period of one year shall receive a one-time bonus payment (less applicable withholding) of \$2,000. Eligible employees shall provide evidence of coverage in another health insurance plan at the time of notifying the VILLAGE of their intent to discontinue VILLAGE health coverage. Should such employee lose coverage mid-year due to an eligible life status change, such employee shall be allowed to reenroll in VILLAGE coverage by paying the VILLAGE a prorated portion of the discontinuation bonus. Employees shall be allowed to reenroll each year during the annual open enrollment with no restrictions on preexisting conditions provided they submit evidence of prior creditable health coverage. The Voluntary discontinuation bonus shall be in effect from January 1, 2007 to December 31, 2007. Subsequent year continuation of this program shall be at VILLAGE discretion.

G. The VILLAGE shall pay the full costs of the employee insurance premium or thirty-five (35%) of the family dental premium for the dental plan attached hereto as Exhibit B.

17.02 Life Insurance Benefit. The VILLAGE will provide term life insurance on a group basis to the nearest even \$1,000 increment of two (2) times (x) the employee's annual base salary and to pay the cost of such coverage so long as the employee continues to be employed by the VILLAGE. In addition, the VILLAGE will provide accidental death and dismemberment insurance coverage on a group basis to the nearest even \$1,000 increment of two (2) times (x) the employee's annual base salary and to pay the cost of such coverage so long as the employee continues to be employed by the VILLAGE.

17.03 Continuation of Coverage. Employees who qualify for retirement and who retire from full-time service with the Police Department shall be allowed to continue their coverage under the group medical and hospital benefit program by assuming at their own expense a monthly cost equal to the employee only expense of the health insurance program for the retiree and a monthly cost equal to the same amount for all eligible dependents of the retiree. Surviving spouses of employees' eligible for pension benefits shall be eligible to participate in

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the VILLAGE's group medical and hospital benefit program on the same basis as retired employees as provided in this paragraph. If the retired employee or any dependent becomes eligible for coverage under any other employer's group health insurance program the VILLAGE's policy shall be secondary to the other group policy for all individuals eligible for such alternate group coverage. In the event, however, a retired employee becomes eligible for group health insurance coverage by reason of the employment benefits of his spouse, the VILLAGE program shall be primary as to the retiree only, provided premiums are continuously paid. It is further provided whenever any individual ceases to be eligible for another employer's program the VILLAGE's program shall be primary for such individual, provided premiums have been paid continuously. Such inclusion in the VILLAGE group medical and hospital benefit program must terminate at age sixty-five (65) unless the individual (retiree or surviving spouse) can demonstrate ineligibility for Medicare benefits.

17.04 Retirement Healthcare Funding (RHF). At the request of the Union, Village will exercise reasonable efforts to implement a Retirement Healthcare Funding (RHF) plan for use upon retirement for eligible health-related expenses as allowed by the Internal Revenue Service. The Village shall be responsible for selecting the RHF plan administrator on or before January 1, 2025. The Village will present to the Union for final review the plan administrator selection on or before January 1, 2025 inclusive of all set-up costs. Specifications in the RFP will include set-up costs, fees, expenses and survivor/dependent benefits for the plan participants. In the event the Union objects to the plan administrator selected by the Village, the Village will not proceed with the implementation of the RHF plan during the term of this contract. The Union will be responsible for setting the employee contribution formula(s) into this fund which shall be revised no more frequently than annually. These withholdings shall be withheld from employee compensation and paid by the Village on behalf of each contributing employee into the RHF account according to the terms of the RHF plan. It is specifically understood and agreed that the Village shall have no obligation to contribute any monies to the RHF Plan on behalf of any or all bargaining unit employees nor any obligation to pay any plan expenses including set-up costs.

17.05 Civil Liability Insurance. The VILLAGE agrees to provide civil liability insurance for the sworn police officers covered by this Agreement. Limits of liability currently established in such insurance policy are five hundred thousand (\$500,000) dollars per person, one million (\$1,000,000) dollars per incident and an aggregate liability of one million (\$1,000,000) dollars.

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17.06 VILLAGE Liability Limited. It is agreed that the extent of the VILLAGE's obligation under Paragraphs 17.02 and 17.05 of this Article is limited solely to the payment of the cost of the insurance program provided there under, and employees and their dependents and beneficiaries shall be entitled to benefits, if any, only in accordance with and governed by the terms and conditions of the insurance policies issued to provide such benefits. Neither the VILLAGE nor the ASSOCIATION shall themselves be obligated to pay any insurance benefits provided for in said Paragraphs of this Article directly to employees or their dependents or beneficiaries.

17.07 Death Benefit. In the event a non-probationary employee dies while actively employed (i.e., not on a disability or other pension) the VILLAGE shall pay one month's pay to the employee's designated beneficiary or to the employee's estate. Such payment shall be in addition to all other benefits and is irrespective of the cause of death.

ARTICLE XVIII - INDEMNIFICATION

The VILLAGE agrees it will indemnify and hold harmless, and will provide necessary legal representation for an employee covered by this Agreement for damages resulting from any civil, criminal or administrative cause of action against the employee for acts, other than acts constituting a willful violation of statute or ordinance, performed by the employee while acting within the regular scope of his/her duties as a law enforcement officer or dispatcher, provided, as a condition to receiving such indemnification, the employee shall fully cooperate with the VILLAGE and its representatives during the course of the investigation, administration or litigation of any such claim or cause of action covered by this provision.

This section shall not apply to providing defense or indemnification to any such employee in any such action, suit or proceeding instituted by or on behalf of the VILLAGE against such employee.

ARTICLE XIX - PENSIONS

19.01 Police Pension. During the term of this Agreement, Police employees shall continue to participate in the Police Pension Fund in accordance with and subject to the provisions of the statutes of the State of Illinois now applicable or as they may hereafter be amended.

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19.02 I.M.R.F. During the term of this Agreement, dispatcher employees shall continue to participate in the Illinois Municipal Retirement Fund in accordance with and subject to the provisions of the statutes of the State of Illinois now applicable or as they may hereafter be amended.

ARTICLE XX - UNIFORM ALLOWANCE

20.01 Uniform Allowance. The VILLAGE agrees to furnish a work uniform to each police patrol officer newly hired into a uniformed position, all as more fully set forth in Appendix B-1 attached hereto and made a part hereof. Newly hired dispatchers will receive a uniform issue as more fully set forth in Appendix B-3 subject to established Department standards and procedures. Thereafter, beginning with the second (2nd) year of employment in such a position, the VILLAGE will provide an annual allowance for needed uniform replacement based upon fifty percent (50%) of the May cost of the initial uniform issue. Officers assigned to the Investigations Unit or Community Relations on May 1 of each year shall have an additional forty (40%) above the basic patrol officer allowance added to the annual allowance. Upon initial assignment to the Investigation's Unit an additional amount equivalent to the basic uniform allowance, shall be added to the existing balance of the employee's current uniform allowance at the time of assignment.

20.02 Protective Clothing. In addition, the VILLAGE will purchase for each Patrol Officer body armor that meets or exceeds the standards of the National Institute of Justice Level IIIA. At the employee's request, NIJ Level II may also be provided with the Chief's approval. The Police Department Uniform Committee will work to evaluate each member's body armor and recommend a replacement schedule consistent with the manufacturer's recommendation. All Patrol Officers are required to wear the approved body armor while on duty in a field capacity.

"Field Capacity" is generally defined as activity on duty which occurs outside the boundaries of the Police Department property. In providing and requiring body armor, the VILLAGE's sole intention is to increase officer safety.

The VILLAGE purchased body armor will remain the property of the VILLAGE and shall be returned to the department upon its replacement.

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20.03 **VILLAGE Property**. All serviceable uniforms, items, and equipment issued or purchased through an employee's uniform allowance remain the property of the VILLAGE and shall be turned in to the Department upon termination of employment.

20.04 **Miscellaneous Expense**. In May of each year, a cash payment will be made from the uniform allowance to sworn police personnel and dispatchers to cover miscellaneous expenses. This payment, which will be deducted from each employee's individual uniform allowance provided in Paragraph 20.01, shall be fifteen (15%) percent to dispatchers; fifteen (15%) percent to patrol officers; and thirty-five (35%) percent to detectives and youth officers. It is agreed that any surplus uniform maintenance allowance of an individual employee may be applied by that employee toward the cleaning costs associated with maintaining an acceptable uniform appearance, subject to the costs being limited to a single annual payment upon the presentation of receipts by April 30th with a certification by the employee that the cleaning costs for which payment is requested involve only uniform or clothing allowance items.

20.05 **Uniform Committee**. The VILLAGE agrees that an officer of the ASSOCIATION, to be designated by the ASSOCIATION, shall be appointed to the Police Department Uniform Committee.

20.06 **Canine Handlers**. Employees designated as a Primary Therapy Dog Handler will receive the same compensation as the Canine Handler for expenses associated with housing and caring for their therapy dog as set forth in Section 20.06, namely one hundred forty-five percent of the annual uniform allowance paid in twelve (12) monthly payments, fuel and maintenance of one Department vehicle used by the Primary Therapy Dog Handler, and two (2) hours of straight time pay for each week the officer is assigned to bring the therapy dog home. If the Secondary Therapy Dog Handler performs any of the duties of the Primary Therapy Dog Handler, the compensation identified herein for care of the therapy dog shall be prorated between the Primary and the Secondary Therapy Dog Handlers in direct proportion to the number of days they provide care for the Therapy Dog.

ARTICLE XXI - MISCELLANEOUS

21.01 **Labor-Management Committee**. At the request of either party, the Union President and the Police Chief or their designees shall meet to discuss matters of mutual concern that do not involve negotiations. The Union President may invite other bargaining unit

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members (not to exceed three (3)) to attend such meetings. The Police Chief may invite other VILLAGE representatives (not to exceed three (3)) to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least seven (7) days prior to the date of the meeting. Employees scheduled to work will notify the Police Chief prior to their attendance at a meeting and if such attendance is approved, the employee will be permitted to attend the meeting during his regular hours of work with no loss of pay, providing minimum manpower is met.

A Labor-Management Committee meeting shall not be used for the purpose of discussing any matter that is being processed pursuant to the grievance procedure set forth in this Agreement or for the purpose seeking to negotiate changes or additions to this Agreement.

Absent circumstances where it would not be reasonably practicable, the Police Chief or his designee will review at a Labor-Management Committee meeting any substantive changes or modifications to the Department's rules, regulations or policies of general application prior to the implementation of same.

21.02 Safety. The parties agree to cooperate in promoting the safe use of safe Police Department vehicles and vehicle equipment consistent with the responsibilities and obligations of the Department to provide police services to the community.

21.03 Inoculations. The VILLAGE shall administer or provide, at VILLAGE expense, a Hepatitis B Virus (HBV) Inoculation Series to all employees. The VILLAGE shall administer or provide a verification test of successful inoculation to any employee who receives the inoculation series, and any additional inoculations necessary.

21.04 Communicable Diseases. Upon notification that an employee is significantly exposed in the course of duty to the risk of transmission of disease, as defined by the U.S. Center for Disease Control, from a person determined to have a disease process of a contagious or infectious nature, the employee shall be notified as soon as possible of such by the VILLAGE, and the employee and members of the employee's family shall be granted, at the VILLAGE's expense, medically necessary tests and/or screenings, and prophylactic treatment.

21.05 Lost or Damaged Personal Property. In the event any item of personal is lost or damaged during the course of an employee's duties while the employee is exercising due care and caution under the circumstances, the VILLAGE will reimburse the employee for the repair or replacement of such items(s). Reimbursement shall be limited to a maximum amount of \$200;

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provided the incident and the amount of the loss or damage is reported to the Chief of Police, who shall, in the exercise of reasonable judgment, determine whether or not the loss or damage occurred in the course of the employee's duties while the employee was exercising reasonable care and caution under the circumstances. In the event that the loss or damage is determined not to be in the course of employment or due to the employee's negligence or as a result of ordinary wear, no reimbursement shall be made. Reimbursement in excess of this amount may be approved by the Village Manager, which approval shall not unreasonably be denied.

21.06 A. Use of Personal Vehicle. When authorized to use his/her personal vehicle on Village business, the employee shall be reimbursed at a rate equal to the current IRS mileage rate (or other mutually agreed reimbursement). At such time as an employee is authorized to utilize a personal vehicle on a reimbursement basis, the employee's vehicle insurance will be the primary insurance coverage for the vehicle. The VILLAGE shall provide secondary liability coverage on such employee's vehicle to the same coverage limit levels provided on VILLAGE vehicles. Such VILLAGE coverage shall be limited to the period of time in which the vehicle is employed in VILLAGE service.

 B. Reimbursement for Cost of Transportation. The VILLAGE shall reimburse an employee his cost of transportation (the lesser of the current IRS mileage rate plus parking or public transportation) together with meals and lodging as appropriate for purposes of travel and attendance at assigned training programs outside the VILLAGE. Cost of transportation will be based upon travel distance between the Public Safety Center and the training site.

21.07 Physical Fitness and Wellness Program.

 A. Use of the Fitness Room. The Northbrook Police Department Fitness Room is available for use by all Department members, both sworn and non-sworn.

 B. Physical Examinations. Prior to participating in the annual Physical Fitness Test, employees must participate in a Physical Examination and obtain a medical clearance. Such Physical Examination is subject to the provisions of the employee's health insurance plan.

 C. Fitness Testing.

 1. Fitness testing will be conducted on a voluntary basis, annually, to all bargaining unit employees, while on duty. Since the fitness testing is done on a voluntary basis, no overtime will be paid to participating officers.

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2. Testing will be administered by a certified Department Fitness Instructor.

3. Fitness testing will be administered on a Pass/Fail basis. Standards are established according to sex and age. Passing scores must be obtained in each of the four (4) areas of testing. Members must pass the Fitness Test in a calendar year to qualify for incentive bonuses. Bonuses will be distributed sometime after completion of the test.

4. Medical requirements for participating in testing:

a) A physician's referral is required prior to initial participation and every year thereafter.

b) At the time of testing, resting pulse and blood pressure will be measured. Any member with a resting pulse of over 90, or blood pressure of 150/90 or greater will be prohibited from participating.

c) Participants failing the Fitness Test will require medical clearance prior to participation in subsequent tests.

5. Areas of Testing: The Department will be using the Peace Officer Wellness Evaluation Report (P.O.W.E.R.) test consisting of:

a) Sit-ups in one minute, to determine muscular endurance.

b) Sit and reach (trunk Flexion) test, to determine flexibility.

c) Maximum bench press (% of body weight), to determine absolute strength.

d) 1½ mile walk/run, to determine cardiovascular capacity. Those members who cannot participate in the run must have a current doctor's diagnosis/note specifying that precluding condition.

6. Incentives: Upon successfully passing the Fitness Test;

Effective May 1, 2020, officers and dispatchers shall receive a cash bonus of \$800.0 annually for successfully passing the Fitness Test.

21.08 Education Reimbursement

The VILLAGE shall provide reimbursement for the cost of tuition, fees, labs, books and supplies for non-probationary employees for personal course work in accredited programs and educational institutions under the following conditions:

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- A. The employee must have pre-approval of the Chief of Police and the Village Manager, which approval shall not be unreasonably denied.
- B. The course shall be job-related (for example, the study of criminal justice, foreign language courses such as Spanish, etc.).
- C. The employee must receive a grade of at least:
 - 1. C in an alphabetical system
 - 2. 70 out of 100 in a numeric system
 - 3. Pass in a pass/fail system
- D. The amount reimbursed for fees and tuition shall not exceed 125% the nearest equivalent amount at the University of Illinois.
- E. Reimbursement shall be made upon course completion.
- F. Reimbursement shall not be paid for any amount paid from an alternate funding source.

21.09 Bulletin Board. The VILLAGE shall provide a bulletin board for the exclusive use of the ASSOCIATION upon which the ASSOCIATION may post notices concerning official business and items of social interest to the ASSOCIATION. It is agreed that all costs connected with the bulletin board use shall be borne by the ASSOCIATION.

21.10 Drug/Alcohol Program. The agreement regarding the drug/alcohol program is a part hereof and attached hereto as Appendix "C".

21.11 Employee Uniforms and Appearance. The Standard Operating Procedure for Uniforms and Employee Appearance in effect January 1, 2004, shall remain in effect unless modified by agreement of the VILLAGE and the ASSOCIATION.

21.12 Mobile Video Recorder (MVR). No MVR may continually record audio of the occupants of the passenger compartment of any patrol vehicle without knowledge of the officer and occupants.

21.13 Mobile Audio/Visual. Prior to providing a written Police report or an audio or audio/video recorded statement, police officers shall have the right, upon request, to review audio and video recordings of the incident taken from Northbrook police vehicles or body-worn cameras maintained or controlled by the VILLAGE unless prohibited by law. Body-worn cameras shall not be remotely monitored without extraordinary, exigent, or officer safety circumstances.

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Should the body-worn camera be activated or monitored remotely, the officer shall be notified by audio and/or visual means.

ARTICLE XXII - BARGAINING DURING TERM

This Agreement, reached through good faith collective bargaining, constitutes the entire agreement between the parties. The parties agree, therefore, that for the term hereof, subject only to the provisions of Paragraph 24.01 hereof, this concludes all collective bargaining between them, and each voluntarily and unqualifiedly waives the right, and agrees the other shall not be obligated to bargain regarding any subject or matter, referred to or covered in this Agreement.

ARTICLE XXIII - SAVINGS CLAUSE

If, by reason of any action by the appropriate legislative or judicial authority, any provision of this Agreement becomes, or is declared to be, unlawful or unenforceable, the other provisions shall remain in full force and effect for the term hereof and the subject matter of such unlawful or unenforceable provision shall be open to negotiation upon thirty (30) days written notice by either party. Failure of the parties to reach agreement shall not be subject to arbitration as provided by Article X hereof.

ARTICLE XXIV - TERM OF AGREEMENT

24.01 Term. This Agreement shall become effective on the day it is signed by both parties, and shall remain in full force and effect to and including April 30, 2025. After April 30, 2025, and at the end of each yearly period thereafter, this Agreement shall be renewed automatically for a further period of one (1) year unless either party gives written notice of a desire to modify or amend or terminate this Agreement at least sixty (60) days prior to April 30, 2025, or prior to the end of any yearly period thereafter.

24.02 Initiation of Negotiations: Negotiations concerning modifications or amendments of this Agreement shall begin as soon as practicable after the receipt of the notice of a desire to modify or amend and shall be subject to the provisions of the Illinois Public Employee Labor Relations Act. The terms of this Agreement shall continue to remain in full force and effect during all negotiations and impasse resolution procedures.

**Agreement between The Village of Northbrook and MAP
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ARTICLE XXV - NO IMPAIRMENT OF TERMS

The VILLAGE agrees it will not enact any subsequent ordinances, executive orders or rules and regulations having the force and effect of law which would impair the binding effect or make unenforceable the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers or representatives on this 16 day of May, 2024

VILLAGE OF NORTHBROOK, ILLINOIS

METROPOLITAN ALLIANCE OF POLICE

By Chris Baker
Village Manager

By K. L. S.
By President, MAP

ATTEST:

By M. Buehler III
Village Clerk

By _____

Agreement between The Village of Northbrook and MAP
May 1, 2022 through April 30, 2025

APPENDIX A-1

Village of Northbrook and Metropolitan Alliance Police

Appendix A-1

5/1/2022 3.50%

5/1/2023 2.75%

PATROL OFFICER

5/1/2024 2.75%

MONTHLY PAY SCHEDULE

May 1, 2021 BASELINE (PRIOR CONTRACT)

Effective Date	Merit Rate	Start	6 Months	1 Year	2 Years	3 Years	4 Years	5 Years	7 Years	10 Years	15 Years	20 Years
May 1, 2021	B	5,924.11	6,381.82	6,839.53	7,297.24	7,754.95	8,113.80	8,670.38	9,714.04	8,757.66	8,801.29	8,844.92
May 1, 2021	A	6,289.30	6,768.81	7,248.32	7,727.83	8,207.35	8,648.09	9,166.37	9,210.03	9,253.65	9,287.29	9,340.92
May 1, 2022	B	6,131.45	6,605.18	7,078.91	7,552.64	8,026.37	8,470.23	8,973.84	9,019.03	9,064.18	9,109.34	9,154.49
May 1, 2022	A	6,509.43	7,005.72	7,502.01	7,998.30	8,494.61	8,950.77	9,487.19	9,532.38	9,577.53	9,622.70	9,667.85
May 1, 2023	B	6,300.07	6,786.83	7,273.58	7,760.34	8,247.10	8,703.16	9,220.62	9,267.05	9,313.44	9,359.84	9,406.24
May 1, 2023	A	6,688.43	7,198.38	7,708.32	8,218.26	8,728.21	9,195.92	9,748.09	9,794.52	9,840.91	9,887.32	9,933.72
May 1, 2024	B	6,473.32	6,973.46	7,473.61	7,973.75	8,473.89	8,942.50	9,474.19	9,521.90	9,569.56	9,617.24	9,664.91
May 1, 2024	A	6,872.37	7,396.33	7,920.30	8,444.26	8,958.23	9,449.83	10,016.16	10,063.87	10,111.53	10,159.22	10,206.90

PATROL OFFICER

ANNUAL PAY SCHEDULE

May 1, 2021 BASELINE (PRIOR CONTRACT)

Effective Date	Merit Rate	Start	6 Months	1 Year	2 Years	3 Years	4 Years	5 Years	7 Years	10 Years	15 Years	20 Years
May 1, 2021	B	71,689	76,582	81,074	87,567	93,059	98,206	104,045	104,568	105,092	105,615	106,139
May 1, 2021	A	75,472	81,236	86,980	92,734	98,488	103,777	109,996	110,520	111,044	111,567	112,091
May 1, 2022	B	73,577	79,262	84,947	90,632	96,316	101,643	107,687	108,228	108,770	109,312	109,854
May 1, 2022	A	78,114	84,069	90,024	95,980	101,935	107,409	113,846	114,389	114,931	115,472	116,014
May 1, 2023	B	75,600	81,442	87,283	93,124	98,965	104,438	110,649	111,204	111,761	112,318	112,875
May 1, 2023	A	80,262	86,381	92,500	98,619	104,728	110,363	116,977	117,534	118,091	118,647	119,205
May 1, 2024	B	77,679	83,682	89,683	95,685	101,686	107,310	113,691	114,262	114,835	115,406	115,979
May 1, 2024	A	82,469	88,755	95,044	101,331	107,619	113,398	120,193	120,766	121,339	121,910	122,483

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May 1, 2022 through April 30, 2025

APPENDIX A-2

Village of Northbrook and Metropolitan Alliance Police

Appendix A-2

5/1/2022 3.50%

5/1/2023 2.75%

DISPATCHER

5/1/2024 2.75%

MONTHLY PAY SCHEDULE

May 1, 2021 BASELINE (PRIOR CONTRACT)

Effective	Merit	Date	Rate	Start	6 Months	1 Year	2 Years	3 Years	4 Years	5 Years	7 Years	10 Years	15 Years	20 Years
May 1, 2021		B	5,310.28	5,623.96	5,937.64	6,251.33	6,565.03	6,878.70	7,192.38	7,236.03	7,279.66	7,323.30	7,366.92	
May 1, 2021		A	5,585.53	5,929.02	6,272.52	6,616.01	6,959.50	7,302.99	7,646.47	7,690.13	7,733.77	7,777.39	7,821.03	
May 1, 2022		B	5,496.14	5,820.80	6,145.46	6,470.13	6,794.81	7,119.45	7,444.11	7,489.29	7,534.45	7,579.62	7,624.76	
May 1, 2022		A	5,781.02	6,136.54	6,492.06	6,847.57	7,203.08	7,558.59	7,914.10	7,959.28	8,004.45	8,049.60	8,094.77	
May 1, 2023		B	5,647.28	5,980.87	6,314.46	6,648.06	6,981.66	7,315.24	7,648.83	7,695.25	7,741.65	7,788.05	7,834.44	
May 1, 2023		A	5,940.00	6,305.29	6,670.59	7,035.88	7,401.17	7,766.46	8,131.73	8,178.16	8,224.57	8,270.96	8,317.37	
May 1, 2024		B	5,802.58	6,145.34	6,488.11	6,830.88	7,173.66	7,516.41	7,859.17	7,906.87	7,954.54	8,002.23	8,049.89	
May 1, 2024		A	6,103.35	6,478.69	6,854.03	7,229.37	7,604.70	7,980.03	8,355.36	8,403.06	8,450.75	8,498.41	8,546.10	

DISPATCHER

ANNUAL PAY SCHEDULE

May 1, 2021 BASELINE (PRIOR CONTRACT)

Effective	Merit	Date	Rate	Start	6 Months	1 Year	2 Years	3 Years	4 Years	5 Years	7 Years	10 Years	15 Years	20 Years
May 1, 2021		B	63,723	67,488	71,252	75,016	78,780	82,544	86,309	86,832	87,356	87,880	88,403	
May 1, 2021		A	67,026	71,148	75,270	79,392	83,514	87,636	91,758	92,282	92,805	93,329	93,852	
May 1, 2022		B	65,953	69,850	73,746	77,642	81,537	85,433	89,330	89,871	90,413	90,956	91,497	
May 1, 2022		A	69,372	73,638	77,904	82,171	86,437	90,703	94,970	95,512	96,053	96,596	97,137	
May 1, 2023		B	67,767	71,771	75,774	79,777	83,780	87,782	91,786	92,343	92,900	93,457	94,013	
May 1, 2023		A	71,280	75,663	80,047	84,430	88,814	93,198	97,581	98,138	98,695	99,252	99,808	
May 1, 2024		B	69,631	73,745	77,858	81,971	86,084	90,196	94,311	94,882	95,455	96,027	96,599	
May 1, 2024		A	73,240	77,744	82,248	86,752	91,256	95,761	100,265	100,837	101,409	101,981	102,553	

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APPENDIX B-1

A. CLOTHING ALLOWANCE

New recruits in the police service are provided, at VILLAGE expense, with the following Work Uniform items within the first six (6) months of employment.

WORK UNIFORM

<u>OFFICERS</u>	<u>DETECTIVE/JUVENILE</u>
1 Jacket, uniform	1 Suit
4 Pair trousers	1 Sport Coat
6 Shirts, short sleeve	6 Shirts, (short sleeve)
6 Shirts, long sleeve	6 Shirts, (long sleeve)
2 Caps with band	2 Pair trousers
2 Pair of shoes	1 Hat
4 Ties	2 Pair of shoes
1 Jacket, multi-seasonal	4 Ties
1 Belt	
6 Pair socks	
1 Pullover sweater	
1 duty bag	

The annual allowance for Work Uniform expense is meant to cover replacement and/or increased item quantity as necessary to ensure neat, well-groomed duty appearance at all times. Instances of damage and/or soiling of the Work Uniform as a result of a specific duty involvement will be repaired, replaced or cleaned at VILLAGE expense. Acceptance of such VILLAGE responsibility will be by the employee's immediate supervisor as soon after the duty involvement as is reasonable.

*Agreement between The Village of Northbrook and MAP
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APPENDIX B-2

PROTECTIVE CLOTHING

OFFICERS

1 Reversible raincoat 1 Top coat
1 Pair galoshes
1 Cap, fur

DETECTIVE/JUVENILE

1 Reversible raincoat
1 Pair galoshes

1 Pair safety glasses

(Lens to prescription supplied by employee and subject to VILLAGE supplier's options)

The Chief of Police shall determine individual needs for other items of Protective Clothing in relation to the normal duty assignments of individual personnel. In no event shall the obligation to the VILLAGE for detective/juvenile items exceed the cost of standard work uniform issue. Instances of damage and/or soiling of the Work Uniform as a result of a specific duty involvement will be repaired, replaced or cleaned at VILLAGE expense. Acceptance of such VILLAGE responsibility will be by the employee's immediate supervisor as soon after the duty involvement as is reasonable.

All individual uniform requests are submitted, reviewed and approved by the Chief of Police. If terminated for any reason, all uniform clothing in the possession of the terminated employee may be reclaimed by the VILLAGE. Such reclaimed uniform items will be used first to equip new personnel and second to maintain uniform complements.

In addition to the above, items of clothing and equipment may be purchased at the option of the employee from any annual work uniform allowance surplus from a list of such items recommended by the Department Uniform Committee and approved by the Chief of Police.

Agreement between The Village of Northbrook and MAP
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APPENDIX B-3

B. CLOTHING ALLOWANCE

New Dispatcher recruits in the Police service shall be provided, at VILLAGE expense with the following Work Uniform items upon employment hereby referred to as "Initial Issue."

1. WORK UNIFORM

DISPATCHERS

4 Pair trousers
6 Shirts, short sleeve
6 Shirts, long sleeve
2 Pair of shoes
4 Ties, black
1 Belt
2 Pair socks
1 Pullover sweater
1 duty bag

The annual allowance for Work Uniform expense is meant to cover replacement and/or increased item quantity as necessary to ensure neat, well-groomed duty appearance at all times. Instances of damage and/or soiling of the Work Uniform as the result of a specific duty involvement will be repaired, replaced or cleaned at VILLAGE expense. Acceptance of such VILLAGE responsibility will be by the employee's immediate supervisor as soon after the duty involvement as is reasonable.

The Chief of Police shall determine individual need for items of Protective Clothing in relation to the normal duty assignments of individual personnel.

All individual uniform requests are submitted, reviewed and approved by the Chief of Police. If terminated for any reason, all uniform clothing in the possession of the terminated employee may be reclaimed by the VILLAGE. Such reclaimed uniform items will be used first to equip new personnel and second to maintain uniform complements.

In addition to the above, items of clothing and equipment may be purchased at the option of the employee from such annual work uniform allowance surplus from a list of such items recommended by the Department Uniform Committee and approved by the Chief of Police.

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May 1, 2022 through April 30, 2025*

APPENDIX C-1

AGREEMENT

This Agreement made and entered into by and between the Village of Northbrook (VILLAGE or Employer) and the Northbrook Police Association.

Section 1. ALCOHOL/DRUG ABUSE POLICY

The VILLAGE recognizes every individual's right to privacy and will not without necessity infringe upon the personal lives of employees. However, the VILLAGE also recognizes it has an obligation to maintain a workplace free of alcohol and controlled substance abuse and their effects. The unauthorized use, sale or possession of alcohol or illegal drugs on the job will not be permitted.

Section 2. EMPLOYEE ASSISTANCE PROGRAM

The VILLAGE has adopted (and shall maintain or provide access to an equivalent) an Employee Assistance Program, as a practical and constructive mechanism for dealing with employees' personal problems which affect the work situation or as an aid to those employees and their immediate family members who voluntarily wish to use the program.

Section 3. EMPLOYEE TESTING

A. Reasonable Suspicion Testing

1. An employee may be directed to participate in a test to determine the presence of alcohol or controlled substance in the event there are reasonable grounds based upon an observation and/or objective criteria by at least two Department supervisors--or if two within the department are not reasonably available, by one Department supervisor and one other supervisor from the Fire Department--that the employee may be unfit for duty as a result of the use of alcohol or a controlled substance.

2. An order to take a test shall be in writing and accompanied by a copy of this Section. The written order shall state the employee is believed to be under the influence of a controlled substance or alcohol, state the grounds for such belief, specify the date and the time and be signed by two Department supervisors or by one Department supervisor and witnessed by one other supervisor from the Fire Department. A "hunch" or other such

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subjective opinion cannot be considered "reasonable." Reasonable grounds may also arise (but are not limited to) as a result of the following:

- a) Bragging or frequent discussions about drinking or other substance abuse, especially when coupled with other indicators such as a sloppy and unprofessional appearance, and unusual irritability.
- b) The aroma (on breath or person) of alcoholic beverage, marijuana or other controlled substance.
- c) Accidents resulting in property loss or an injury to the employee or others. Testing shall not be ordered where the supervisor reasonably determines the accident is not substantial, is not the employee's fault or not related to drug or alcohol use.
- d) Uncoordinated physical actions inconsistent with previously observed skill levels. Examples would include unsteady gait, diminished hand/eye coordination, balance problems, inability to articulate verbally, tone and volume of speech, etc.

3. An employee who is ordered to be tested pursuant to the provisions of subparagraphs 1. and 2. and who without proper justification refused such order shall be subject to discipline.

4. a) An employee may grieve the order to be tested, any discipline invoked for refusal to be tested and or the results of any testing or subsequent Employer action relating thereto in the same manner as the employee may grieve or appeal from any other Employer action.

b) It is further provided that an employee ordered to submit to a test shall have the right to consult with an ASSOCIATION representative at the time of and during the test; except, however, if no representative is available within 30 minutes of the order, the employee may select another employee of the same classification in substitution for the ASSOCIATION representative.

B. Random Testing

1. Employees are subject to unannounced random alcohol testing and to unannounced random drug testing during the course of their employment while on duty, contingent upon the same for Police Department command staff. Under the random testing process, employees and command staff personnel shall be in the same pool for purposes of

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random selection from the pool, and each person in the pool will have an equal chance of being selected when a selection is conducted as provided herein.

Each person in the pool shall be assigned a permanent number, and selection of those to be tested shall be determined by a random drawing of the numbers conducted by an outside agency mutually agreed upon by the VILLAGE and the ASSOCIATION. There may be up to two random drawings per month with a maximum per drawing of 2 persons that may be selected for testing. Numbers shall be drawn in random fashion. Persons on vacation, holiday, RT, injury, illness or other contractually recognized leave or time off who are selected in the random draw shall be returned to the pool and replacement numbers shall be drawn.

2. Persons who are notified of their selection for testing must proceed directly to the test site. A VILLAGE vehicle will be provided for use. If, however, the initial result of the test is positive, the person tested will remain at the facility until transportation is provided by the Department.

C. Testing Procedures

1. Alcohol Testing

Alcohol testing will be conducted in accordance with Federal Department of Transportation (DOT) rules. These rules require that the alcohol test used be a breath test except where a medical condition prevents an employee from providing the required amount of breath. The breath test shall be done on an evidential breath testing (EBT) device approved by the National Highway Traffic Safety Administration (NHTSA).

a) A screening test is conducted first. Any result less than 0.015 breath alcohol concentration is considered a negative test. If the breath alcohol concentration is 0.015 or greater, a second confirmation test must be performed not less than 15 minutes or more than 20 minutes after the screening test. The confirmation test result will determine the outcome of the alcohol test.

b) If an employee is unable to provide an adequate amount of breath, or the employee alleges an inability to provide an adequate amount of breath, he or she, after a second attempt, will be required to immediately receive a blood alcohol test.

2. Drug Testing

Urine collection for the purpose of drug testing and analysis shall be performed in accordance with the standards and procedures issued by the Department of Health and

Agreement between The Village of Northbrook and MAP
May 1, 2022 through April 30, 2025

Human Services (DHHS) or similar (e.g. CAP College of American Pathologists) certified laboratory.

a) The required testing is a two-stage process. First a screening test is conducted with an Enzyme Multiple Immunoassay Test (EMIT). If there is a positive result on the screening test for one or more of the enumerated drugs, a confirmation test will be conducted for each identified drug. The confirmation consists of a gas chromatography/mass spectrometry (GC/MS) analysis.

b) All urine samples shall be split samples so that, if the result of the primary testing is positive, the employee may request to have the split sample tested by a different DHHS certified laboratory. The untested specimen shall be retained for six months when a positive test result is found. If the employee who tests positive does not exercise the right to have the untested specimen re-analyzed during this six month period, it will be assumed that the employee does not wish to exercise such right and the untested sample will be disposed of. All test results shall be recorded in writing along with such other information as is required to assure the tests were properly conducted (including but not limited to hard copy of test results).

c) Before any test the employee shall be given the opportunity to list any drugs taken in the last two weeks, whether taken by prescription and the prescribing doctor, or other reason.

d) No test performed without compliance with "C. Testing Procedures" shall be considered valid.

Section 4. NEGATIVE TEST RESULT

If the test results are negative, the employee shall be compensated for all time directly attributable to the order to take the test or directly attributable to the testing, including compensation at the appropriate overtime rate for all time in excess of the employee's work schedule.

Section 5. POSITIVE TEST RESULT

A. For purposes of this Agreement, a positive result for any drug or alcohol test shall be defined as levels equal to or in excess of the following:

Ethyl Alcohol	0.015 grams/DL
THC Metabolites (Marijuana Metab.)	15ng/ml

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Cocaine and Metabolites	150ng/ml
Phencyclidine (PCP)	25ng/ml
Benzodiazepines	200ng/ml
Opiates	300ng/ml
Barbiturates	200ng/ml
Amphetamines	500ng/ml

B. If the test results establish the presence of alcohol or other presence of any controlled substance, the employee shall not be compensated for the time directly attributable to the order to take the test or directly attributable to the testing and will be placed on uncompensated off duty status until the employee is allowed to return to work pursuant to Section 5.c.

C. **Return to Work Testing**

Any employee returning to work after engaging in conduct in violation of this Policy must undergo a return to work test for which they will not be compensated. The results of any such drug and/or alcohol testing must be negative or the employee will not be allowed to return to work.

D. **Follow-Up Testing**

Employees who are allowed to return to work at some point after a positive alcohol or drug test shall be subject to unannounced follow-up alcohol and/or drug testing in addition to being subject to random testing.

1. The number and frequency of follow-up tests shall be as directed and may consist of up to six tests in the first 12 months following the employee's return to work.

2. Follow-up testing shall not exceed 12 months from the date of the employee's return to work.

Section 6. REFERRAL AND PARTICIPATION OF EMPLOYEE IN E.A.P.

In the event of a positive test result as set forth in Section 5, the Employer shall refer the Employee to the Employee Assistance Program for evaluation and therapeutic referral.

A. In case the employee refuses such referral, or upon referral refuses to participate in recommended therapy, discipline may be imposed up to and including discharge.

B. No discipline will be imposed as long as the referred employee is evaluated and continues to pursue any recommended therapy and no further incidents occur.

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May 1, 2022 through April 30, 2025

If a subsequent positive test occurs while the employee is participating in a recommended program of therapy as well as during the period of follow-up testing, progressive discipline may be applied as appropriate to the circumstances up to and including discharge.

C. It is understood that referred employees shall have the right to evaluation and/or a program of therapy by an agency not connected with the VILLAGE, provided it has personnel trained in the handling and treatment of drug and alcohol abuse and if approved by the VILLAGE, which approval shall not unreasonably be withheld. It is further understood that without any referral, an employee may voluntarily participate in the VILLAGE's Employee Assistance Program or in a program of an outside agency.

D. Participants in the VILLAGE's E.A.P. or in a program of an outside agency with personnel trained in the handling and treatment of drug and alcohol abuse shall have the costs of such program paid by the VILLAGE to the extent such costs are covered by the VILLAGE's health and welfare program.

E. An employee's evaluation by or participation in the VILLAGE's E.A.P. shall be strictly confidential, and no information shall be communicated, except whether a referred employee made and/or kept a referral appointment, whether a referred employee is not satisfactorily participating in any E.A.P. recommended program and whether such employee will require time away from work and except as authorized by an employee's signed consent and as may be required by state and federal law. Such information shall only be communicated to the Department Chief or Deputy Chief, each of whom shall hold such information strictly confidential.

Section 7. INDIVIDUAL RIGHTS - ASSOCIATION HELD HARMLESS

A. This Agreement is not intended and shall not be deemed to waive the federal or state constitutional rights of any employee.

B. The VILLAGE agrees it will defend, indemnify and hold harmless the Police Association in any civil cause of action or lawsuit from any and all claims, allegations, liability, damages or costs arising from the administration or application of this Agreement by VILLAGE supervisory personnel or higher VILLAGE authority. As a condition of the VILLAGE's assumption of the Police Association's defense in any such cause of action or lawsuit, the Police Association shall fully cooperate with the VILLAGE and its representatives during any investigation or lawsuit. This Section B. does not cover causes of action or lawsuits arising from or involving claims or charges

Agreement between The Village of Northbrook and MAP
May 1, 2022 through April 30, 2025

against the ASSOCIATION for breach of its duty of fair representation or for any claim or charges against the ASSOCIATION which do not arise out of the administration or application of this Agreement by VILLAGE supervisory personnel or higher VILLAGE authority.

Section 8.

By entering into this Agreement, the Village of Northbrook does not waive any right it may have to take disciplinary action against a police officer who violates reasonable VILLAGE rules including rules relating to drug or alcohol use, sale or possession or who are arrested and convicted for off-the-job drug/alcohol activity where such off-duty conduct impairs the employee in performance of work duties or his ability to function with others in the Department or adversely affects the Department's effectiveness in the community. The ASSOCIATION does not waive its right to grieve such disciplinary action or the reasonableness of such rules.

VILLAGE OF NORTHBROOK

NORTHBROOK POLICE ASSOCIATION

Dated: _____

Dated: _____

*Agreement between The Village of Northbrook and MAP
May 1, 2022 through April 30, 2025*

APPENDIX C-2

DRUG AND ALCOHOL TESTING FOLLOWING AN OFFICER INVOLVED SHOOTING

1. Unless contradicted by this Agreement, employees shall be required to abide by the Employer's General Order regarding drug and alcohol testing following an officer involved shooting, including the section requiring each officer who is involved in an officer involved shooting to submit to drug and alcohol testing, so long as such testing is required by Public Act 100-389 or any similar State law.
2. For clarity, an employee "involved in" an "officer involved shooting" is defined to mean any officer who discharged a firearm thereby causing injury or death to a person or persons. If multiple officers discharged their firearm, and it is unclear whose bullet struck the person or persons, then all officers who discharged their firearm in the direction of the subject shall be required to submit to drug and alcohol testing.
3. The term "involved in" an officer-involved shooting does not include officers who did not discharge their weapon, even if they were providing other forms of support and assistance during the call. Nor does the term "involved in" include officers who discharge their weapons when it is undeniably clear their projectiles did not actually strike any person or persons.
4. The provisions of the Collective Bargaining Agreement regarding reasonable suspicion drug testing shall automatically be satisfied by the occurrence of an OIS for purposes of Appendix C-1, Section 3. A. 1 and Section 3. A. 2. Further, the standards for discipline in the CBA shall not regulate the consequences for any positive drug test results for an OIS incident.
5. Any drug or alcohol test required pursuant to this Agreement shall be considered a compelled, non-voluntary drug or alcohol test under threat of termination. Such testing shall only be done by urinalysis or breathalyzer. Blood tests shall only be administered with a warrant.

Agreement between The Village of Northbrook and MAP
May 1, 2022 through April 30, 2025

Appendix D
Effective July 1, 2015
Health Care Benefit Summary

Benefits	PPO (Network)	PPO (Out of Network)
Deductible (Per individual, per calendar year)	\$400	
Family Deductible: An aggregate deductible	\$800	
Out-Of-Pocket Expense Limitation: The amount of money an individual pays toward covered hospital and medical expenses during any one calendar year, including the deductible. Non-PPO charges may apply toward a separate out-of-pocket limit. Elective MSA copayment charges in excess of the Schedule of Maximum Allowances, and items asterisked (*) below do not apply to any out-of-pocket limit.	\$1,300 Individual	\$3,000 Individual
Inpatient Hospital Services: Room allowances based on the hospital's most common semi-private room rate. Skilled Nursing Facility and Coordinated Home Care is paid on the same basis.	90%	70%
Pre-Admission Testing	90%	70%
Outpatient Hospital Services: Including radiation and chemotherapy	90%	70%
Outpatient Surgery and Diagnostic Tests: (Hospital and Physician)	90%	70%
Hospice	100%	70%
Emergency Medical Care: Services provided for the initial Outpatient treatment, including related Diagnostic Services, of a medical condition displaying itself by symptoms of sufficient severity (including severe pain) such that a prudent person could reasonably expect that the absence of immediate medical attention could place the health of the individual in serious jeopardy. Payments are based on the Schedule of Maximum Allowances.	90%	90%
Inpatient Mental & Substance Abuse: Inpatient Care limited to 30 days per calendar year.	90%*	70%*
Outpatient Mental and Substance Abuse: Outpatient Care limited to 52 visits per calendar year.	90%*	70%*
Medical/Surgical Care: Payments are based on the Schedule of Maximum Allowances. PPO providers have agreed to accept the Schedule of Maximum Allowances as payment in full for covered services, excluding your deductible and any coinsurance. Includes services of a registered professional physical, occupational and speech therapist (\$10,000* calendar year maximum). Non PPO providers do not accept the Schedule of Maximum Allowances as payment in full. You will be liable for any differences between the physician's charge and our payment.	90%	70%
Well Care: Limited to \$1,000 calendar year maximum. (Mammograms, pap smears & prostate screening are covered but are not subject to the \$1,000 calendar year maximum).	100% \$10 co-pay*	70%
Physicians Office Visit	100% \$10 co-pay*	70%
Muscle Manipulations/Chiropractic Services: Limited to \$5,000 calendar year maximum.	90%*	70%*
Eye Exam: Active Employees only. \$60 allowance every 24 months.	100%+	100%+
Prescription Drugs*: Prescription pharmacy drug card (30 day supply) and mail order prescription maintenance drugs (90 day supply of maintenance drugs on a continuous basis for treatment of chronic health conditions).		Pharmacy Card (1 Month)* \$10/\$30/\$50
		Mail Order (3 Months)* \$10/\$30/\$50
OTHER SERVICES		Coverage Level
Other Covered Services: Blood and blood components; leg, arm, and neck braces; private duty nursing (\$3,000* maximum/month); Temporomandibular Joint Dysfunction (\$2,500* Lifetime Maximum); ambulance services; allergy shots; oxygen and its administration; surgical dressings; casts and splints; durable medical equipment; prosthetic devices.		80%
BASIC PROVISIONS		
Medical Services Advisory: Notification required prior to all elective admissions. Emergency and Obstetric Admission Notification required within 2 working days of admittance. If member elects not to notify MSA Advisor or follow advice given, hospital benefits reduced by 50%.		
Transplant Coverage: Cornea, kidney, bone marrow, heart valve, muscular-skeletal or parathyroid human organ or tissues. In addition, heart, heart/lung, liver, pancreas, and pancreas/kidney may be covered under certain circumstances when performed in an approved facility and with Medical Director approval.		
Pre-Existing Conditions Waiting Period: Complies with HIPAA.		
Dependent Eligibility: To Age 26.		
Coordination of Benefits: This program coordinates benefits with other group plans.		
*Copayments do not apply to any out-of-pocket expense limitations.		
+ Deductible does not apply.		
Note: This sheet only highlights the general program. Specific program details are contained in the Master Policy issued to the Group.		

Agreement between The Village of Northbrook and MAP
May 1, 2022 through April 30, 2025

APPENDIX D-1

APPENDIX D
Effective May 1, 2018

Health Care Benefit Summary

Health Care Benefit Summary

Benefits	PPO	Non PPO
Deductible (Per individual, per calendar year)	\$475	
Family Deductible: An aggregate deductible	\$950	
Out-Of-Pocket Expense Limitation: The amount of money an individual pays toward covered hospital and medical expenses during any one calendar year, including the deductible. Non-PPO charges may apply toward a separate out-of-pocket limit. Elective MSA copayment charges in excess of the Schedule of Maximum Allowances, and items asterisked (*) below do not apply to any out-of-pocket limit.	\$1,350 Individual	\$3,000 Individual
	\$2,700 Family	\$6,000 Family
Inpatient Hospital Services: Room allowances based on the hospital's most common semi-private room rate. Skilled Nursing Facility and Coordinated Home Care is paid on the same basis.	90%	70%
Pre-Admission Testing	90%	70%
Outpatient Hospital Services: Including radiation and chemotherapy	90%	70%
Outpatient Surgery and Diagnostic Tests: (Hospital and Physician)	90%	70%
Hospice	100%	70%
Emergency Medical Care: Services provided for the initial Outpatient treatment, including related Diagnostic Services, of a medical condition displaying itself by symptoms of sufficient severity (including severe pain) such that a prudent person could reasonably expect that the absence of immediate medical attention could place the health of the individual in serious jeopardy. Payments are based on the Schedule of Maximum Allowances.	90%	90%
Inpatient Mental & Substance Abuse: Inpatient Care limited to 30 days per calendar year.	90%*	70%*
Outpatient Mental and Substance Abuse: Outpatient Care limited to 52 visits per calendar year.	90%*	70%*
Medical/Surgical Care: Payments are based on the Schedule of Maximum Allowances. PPO providers have agreed to accept the Schedule of Maximum Allowances as payment in full for covered services, excluding your deductible and any coinsurance. Includes services of a registered professional physical, occupational and speech therapist (\$10,000* calendar year maximum). Non PPO providers do not accept the Schedule of Maximum Allowances as payment in full. You will be liable for any differences between the physician's charge and our payment.	90%	70%
Well Care: Limited to \$1,000 calendar year maximum. (Mammograms, pap smears & prostate screening are covered but are not subject to the \$1,000 calendar year maximum).	100% \$10 co-pay*	70%
Physicians Office Visit	100% \$10 co-pay*	70%
Muscle Manipulations/Chiropractic Services: Limited to \$5,000 calendar year maximum.	90%*	70%*
Eye Exam: Active Employees only. \$60 allowance every 24 months.	100%+	100%+
Prescription Drugs*: Prescription pharmacy drug card (30 day supply) and mail order prescription maintenance drugs (90 day supply of maintenance drugs on a continuous basis for treatment of chronic health conditions).		Pharmacy Card (1 Month)* \$10/\$30/\$50
		Mail Order (3 Months)* \$10/\$30/\$50
OTHER SERVICES		Coverage Level
Other Covered Services: Blood and blood components; leg, arm, and neck braces; private duty nursing (\$3,000* maximum/month); Temporomandibular Joint Dysfunction (\$2,500* Lifetime Maximum); ambulance services; allergy shots; oxygen and its administration; surgical dressings; casts and splints; durable medical equipment; prosthetic devices.		80%
BASIC PROVISIONS		
Medical Services Advisory: Notification required prior to all elective admissions. Emergency and Obstetric Admission Notification required within 2 working days of admittance. If member elects not to notify MSA Advisor or follow advice given, hospital benefits reduced by 50%.		
Transplant Coverage: Cornea, kidney, bone marrow, heart valve, muscular-skeletal or parathyroid human organ or tissues. In addition, heart, heart/lung, liver, pancreas, and pancreas/kidney may be covered under certain circumstances when performed in an approved facility and with Medical Director approval.		
Pre-Existing Conditions Waiting Period: Complies with HIPAA.		
Dependent Eligibility: To Age 26.		
Coordination of Benefits: This program coordinates benefits with other group plans.		
*Copayments do not apply to any out-of-pocket expense limitations.		
+ Deductible does not apply.		
Note: This sheet only highlights the general program. Specific program details are contained in the Master Policy issued to the Group.		

Agreement between The Village of Northbrook and MAP
May 1, 2022 through April 30, 2025

APPENDIX D-2

VILLAGE OF NORTHBROOK
HMO ILLINOIS
BENEFITS

Care available through your HMO Illinois participating medical group

SUMMARY OF BENEFITS	MEMBER COST
Physician Services <ul style="list-style-type: none"> • Office visits (primary care physician and referred specialist care) • Well care for adults and children <ul style="list-style-type: none"> • Physical checkups • Preschool/school physicals (excluding sports physicals) • Immunizations • Hearing screening • Minor surgical procedures 	Each physician office visit Subject to a \$10 co-pay
Vision Care <ul style="list-style-type: none"> • Annual eye examinations (all ages) (Call 1-800-321-EYES for a participating provider listing.) • 20% Discount on eyewear at contracted providers 	\$10
Hospital Care <ul style="list-style-type: none"> • Semiprivate room (unlimited days) • Intensive care / specialty unit • Physician visit • Operating and recovery room • X-ray, lab, medications • Skilled nursing facility • Home health care 	No cost
Surgery <ul style="list-style-type: none"> • Surgeon, anesthesiologist, consultations 	No cost
Maternity <ul style="list-style-type: none"> • Prenatal, delivery and postpartum care 	No cost
Mental Health <ul style="list-style-type: none"> • Outpatient mental health (20 visits/calendar year) • Inpatient mental health (20 days/calendar year) 	\$20 co-pay per visit No cost
Chemical Dependency <ul style="list-style-type: none"> • Outpatient chemical dependency (20 visits/calendar year) • Inpatient chemical dependency (20 days/calendar year) 	\$20 co-pay per visit No cost

over



BlueCross BlueShield
of Illinois

An Independent Licensee of the Blue Cross and Blue Shield Association

Agreement between The Village of Northbrook and MAP
May 1, 2022 through April 30, 2025

SUMMARY OF BENEFITS	MEMBER COST
Emergency Services	
• Services received at your participating medical group (after normal business hours) or emergency room	\$50
• Services received out of area (more than 30 miles from your medical group)	\$50
Outpatient Rehabilitative Therapy	
• Includes speech, physical and occupational therapy (60 treatments combined/calendar year)	No cost
Diagnostic Tests	
• Outpatient diagnostic tests and x-rays	No cost
Other Covered Services	
• Ambulance service	No cost
• Durable medical equipment	
• Prosthetic devices (leg, arm and neck braces)	
• Diabetic supplies	
Prescription Drug: Retail	
Co-pays listed are for a 30-day supply at a participating retail pharmacy.	
• Generic	\$5
• Formulary brand name	\$10
• Non-formulary brand name	\$25
• Self-administered injectable*	\$50
Prescription Drugs: Mail Order	
Co-pays listed are for a 90-day supply of maintenance drugs.	
• Generic	\$5
• Formulary brand name	\$10
• Non-formulary brand name	\$25
• Formulary oral contraceptives (available through mail order only).	\$25
• Self-administered injectable*	\$50

*Insulin, insulin syringes and infertility drugs are not subject to the self-injectable \$50 co-pay and are available at the generic, formulary brand and non-formulary brand co-pays.

Reminder: Medical care must be coordinated through your chosen medical group, with the exception of chemical dependency treatment and eye exams which are obtained through participating providers.

This is just a highlight of your benefits, for more detailed information refer to your *Certificate of Health Care Benefits* or your *Partners in Good Health* handbook.

***Agreement between The Village of Northbrook and MAP
May 1, 2022 through April 30, 2025***

Supplemental Letter Agreement Regarding Non-Probationary Dispatchers

Notwithstanding and superseding anything to the contrary in Contract Section 22.01, the following is agreed:

Non-Probationary Northbrook Police Dispatchers who experience a layoff as a result of the Department joining a consolidated Police Dispatching Center, shall be given at least ninety (90) days written notice of the impending layoff. In the event of such a layoff, the VILLAGE and the ASSOCIATION shall, upon written request from either, bargain over the effects of the layoff upon such employees. Should agreement not be reached, either the ASSOCIATION or the VILLAGE may submit any dispute concerning the effects of the layoff to arbitration by notifying the other party in writing. Thereafter, an arbitrator shall be selected pursuant to Contract Section 10.02. The arbitrator's fees and expenses shall be borne equally by the VILLAGE and the ASSOCIATION. The arbitrator's decision shall be final and binding. Nothing in this supplemental letter agreement diminishes the VILLAGE's rights under Article V or the ASSOCIATION's rights or employees' benefits under Article VIII of the Collective Bargaining Agreement.

Entered into this _____ day of _____ 2019.

VILLAGE OF NORTHBROOK

NORTHBROOK POLICE ASSOCIATION

By: _____

By: _____

Agreement between The Village of Northbrook and MAP
May 1, 2022 through April 30, 2025

MEMORANDUM OF UNDERSTANDING

In exchange for the mutual promises contained herein, this Memorandum of Understanding is entered into between the Village of Northbrook, (hereinafter referred to as "Employer"), the Combined Counties Police Association (hereinafter referred to as the "Sergeants"), and the Northbrook Police Association (hereinafter referred to as the "Police Officers"). By this Memorandum of Understanding the Employer, the Sergeants and the Police Officers agree as to the following interpretation of their Collective Bargaining Agreements and their implementation regarding the allocation of overtime at Employer sponsored events (hereinafter "details").

For the purpose of this Agreement, the definition of a "Blended List" shall mean a combined list of Sergeants and Police Officers whose seniority is solely determined by their respective hire dates with the Village of Northbrook.

RECITALS

Whereas, the parties are signatories to collective bargaining agreements governing the wages, terms and conditions of employment; and,

Whereas, the Employer currently sponsors Details wherein overtime is offered to the Sergeants pursuant to Section 12.18 of their Collective Bargaining Agreement; and,

Whereas, the Employer currently sponsors Details wherein overtime is offered to the Police Officers pursuant to Section 12.10 of their agreement; and,

Whereas, the Sergeants have filed a grievance challenging the Employers overtime selection process for certain Details; and,

Whereas the Police Officers have asserted their objections to the Employers overtime selection process for Details; and,

Whereas, the Employer, the Sergeants and the Police Officers have engaged in productive labor-management discussions and agreement as to all issues, which agreement is set forth herein.

AGREEMENT

I. Northbrook Days

Sign-up for overtime at Northbrook Days Details will be in accordance with the Attached Northbrook Days Overtime Detail to designate the specific number of Sergeants and Police Officers who shall be permitted to volunteer for overtime at the Northbrook Days detail and shall be incorporated into this Agreement as Appendix A. Future Northbrook Days Detail shall be allocated between Sergeants and Police Officers in accordance with the number of positions described within this Appendix A.

*Agreement between The Village of Northbrook and MAP
May 1, 2022 through April 30, 2025*

MEMORANDUM OF UNDERSTANDING

II. 4th of July

Sign-up for the Parade Detail for the 4th of July event shall permit two (2) Sergeants and twelve (12) Police Officers to work for three (3) hours, which will typically be from 1300-1600 hours.

III. Arts in the Parks

Sign-up for Arts in the Park Detail shall permit one (1) "Blended Position," being either a Sergeant or Police Officer to work up to twelve (12) hours, which will typically be from 1800-0800 hours. This detail may be split between two Sergeants or Police Officers, and will be available to either Sergeants or patrolman regardless of rank, in order of seniority.

IV. Just Say No Parades

Sign-up for the Just Say No Parade shall permit two (2) Sergeants and eight (8) Police Officers to work the Detail. The number of hours and time of the Detail shall be determined as the Employer determines based upon its reasonable need.

V. Memorial Day Parade

Sign-up for the Memorial Day Parade shall permit two (2) Sergeants and fifteen (15) Police Officers to work three (3) hours, which will typically be from 0900-1200 hours.

VI. Village Hall

Sign-up for the Village Hall security Detail shall permit two (2) "Blended Positions" being wither a Sergeant or Police Officer which will typically be from 1900-2200 hours.

VII. Grievances

The Sergeants shall withdraw any and all grievances relating to the Employer sponsored overtime selection process having occurred prior to the effective date of this Agreement. The Police Officers shall not file any grievance relating to the Employer sponsored overtime selections process having occurred prior to the effective date of this Agreement.

*Agreement between The Village of Northbrook and MAP
May 1, 2022 through April 30, 2025*

MEMORANDUM OF UNDERSTANDING

VIII. Future Changes

The Employer maintains the right to add new Details, eliminate Details, or reduce the duration of any Detail as described and contemplated herein provided that the Employer agrees to maintain the ratio of Sergeants to the Police Officers as indicated by this Agreement.

IX. Disputes

Any dispute regarding this Memorandum of Understanding or its application to any Detail either expressly described or later added shall be resolved pursuant to the relevant collective bargaining agreement between the disputing parties, to which this Memorandum of Understanding shall be incorporated.

X. Recitals Adopted

The recitals of this Memorandum are hereby adopted as if fully set forth herein.

XI. Entire Agreement

This writing constitutes the entire understanding between the parties and may only be modified in writing executed by both parties.

Adopted by the parties on the date written below.

AGREED: _____

Village of Northbrook

President, Combined Counties Police
Association

Northbrook Police Association
President

*Agreement between The Village of Northbrook and MAP
May 1, 2022 through April 30, 2025*

APPENDIX E

NORTHBROOK DAYS OVERTIME DETAIL

** DENOTES OFFICER ASSIGNED TO WORK LATE ASSIGNMENT IN FINANCE ROOM.
(APPROXIMATELY ONE ADDITIONAL HOUR AFTER CLOSING).

DENOTES OFFICERS ASSIGNED TO WORK LATE ASSIGNMENT ON GROUNDS. (APPROXIMATELY
ONE ADDITIONAL HOUR AFTER CLOSING).

Wednesday

0001-0800

1. _____ (Blended)

1900-2300

1. _____ (Detail Sgt.-CCPA)

2. _____ (CCPA)

3. _____ (CCPA)

4. _____ (N.P.A.) #

5. _____ (N.P.A) #

6. _____ (N.P.A) **

7. _____ (N.P.A.)

8. _____ (N.P.A.)

Thursday

0001-0800

1. _____ (Blended)

1900-2300

1. _____ (Detail Sgt.-CCPA)

2. _____ (CCPA)

3. _____ (CCPA)

4. _____ (N.P.A.) #

Agreement between The Village of Northbrook and MAP
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5. _____ (N.P.A.) #
6. _____ (N.P.A)**
7. _____ (N.P.A)
8. _____ (N.P.A.)

Friday

0001-0800

1. _____ (Blended)

1900-2300

1. _____ (Detail Sgt.-CCPA)
2. _____ (CCPA)
3. _____ (CCPA)
4. _____ (N.P.A.)#
5. _____ (N.P.A.)#
6. _____ (N.P.A.)**
7. _____ (N.P.A.)
8. _____ (N.P.A.)

Saturday

Saturday: 0001-0800

1. _____ (Blended)

Saturday: 1500-1900

1. _____ (Detail Sgt.-CCPA)
2. _____ (N.P.A.)
3. _____ (N.P.A)

Saturday: 1900-2300

1. _____ (Detail Sgt.-CCPA)
2. _____ (CCPA)

Agreement between The Village of Northbrook and MAP
May 1, 2022 through April 30, 2025

3. _____ (CCPA)
4. _____ (N.P.A.)#
5. _____ (N.P.A.)#
6. _____ (N.P.A.)**
7. _____ (N.P.A.)
8. _____ (N.P.A.)

Sunday

Sunday: 0001-0800

1. _____ (Blended)

Sunday: 1500-1900

1. _____ (Detail Sgt.-CCPA)
2. _____ (N.P.A.)
3. _____ (N.P.A.)

Sunday: 1900-2300

1. _____ (Detail Sgt.-CCPA)
2. _____ (CCPA)
3. _____ (CCPA)
4. _____ (N.P.A.) #
5. _____ (N.P.A.)#
6. _____ (N.P.A.) **
7. _____ (N.P.A.)
8. _____ (N.P.A.)

Monday

0001-0800

1. _____ (Blended)

FUTURE 4TH OF JULY DETAIL

Parade 1300-1600 hrs.

Two Sergeants 12 Police Officers

*Agreement between The Village of Northbrook and MAP
May 1, 2022 through April 30, 2025*

Fireworks Detail 1800-2300 hrs.

Three Sergeants 22 Police Officers

FUTURE ARTS IN THE PARK

One slot from a blended list 1800-0800 hrs. (can be split)

FUTURE JUST SAY NO PARADE

Two Sergeants Eight Police Officers Hours TBA

FUTURE MEMORIAL DAY PARADE

Two Sergeants Fifteen Police Officers 0900-1200 hrs.

VILLAGE HALL SECURITY DETAIL

Two slots from a blended list 1900-2200 hrs.