EXHIBIT A

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

METROPOLITAN ALLIANCE OF POLICE
OSWEGO POLICE CHAPTER #516

AND

THE VILLAGE OF OSWEGO

May 1, 2018 through April 30, 2022

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COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE VILLAGE OF OSWEGO
AND
THE METROPOLITAN ALLIANCE OF POLICE OSWEGO CHAPTER #516

PREAMBLE

This Agreement entered into by the Village of Oswego, Kendall County, Illinois, hereinafter referred to as the Employer, and the Metropolitan Alliance of Police Oswego Chapter #516, hereinafter referred to as the Chapter, is intended to promote harmonious and mutually beneficial relations between the Employer and the Chapter, and is set forth herein the basic and full agreement between the parties concerning rates of pay, wages and other conditions of employment for full-time police officers, and probationary police officers of the Village of Oswego, as defined herein below and hereinafter referred to as "Officers," "employees" or "members," or when the context requires a singular noun, as "Officer," "employee" or "member."

ARTICLE I
RECOGNITION

Section 1.1. Recognition.

Pursuant to an election and certification by the Illinois Labor Relations Board under Case No. S-RC-08-087 dated April 17, 2008, and the certification issued thereon to the Chapter by the State of Illinois Labor Relations Board, the Employer recognizes the Chapter as the exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for all peace officers within the meaning of the Act within the ranks of Patrol Officer, including all full-time sworn peace officers in the rank of Patrol Officer (including Detective and K9 Officer Positions), employed by the Village of Oswego, excluding all full-time sworn peace officers within the rank of Sergeant and above employed by the Police Department of the Village of Oswego, the Police Chief; all part-time sworn peace officers and all civilian employees employed by the Police Department of the Village of Oswego; all elected officials, all supervisory, managerial and confidential and short-term employees, within the meaning of the Act, and all other employees of the Village of Oswego. None of the provisions of this Agreement shall be construed to require either the Employer or the Chapter to violate any Federal or State Laws. In the event any provisions hereof or hereinafter stated shall conflict with any such law, such provision shall be modified to the extent necessary to conform to said laws.

Section 1.2. Probationary Period.

The probationary period for newly hired Officers is 18 months in duration from the date of appointment for a police officer in the Village of Oswego and may be extended to a maximum of 24 months.

Section 1.3. Fair Representation.

The Chapter recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Chapter.

Section 1.4. Gender.

Wherever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

Section 1.5. Chapter Officers.

For purposes of this Agreement, the term "Chapter Officers" shall refer to the Chapter's duly elected President, Vice-President, Secretary and Union Representatives.

ARTICLE II
MANAGEMENT RIGHTS

Section 2.1. Management Rights.

Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage, supervise and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services and missions of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish specialty positions; to assign overtime; to contract out for goods and services; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to evaluate employees; to discipline, suspend and discharge non-probationary employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities or introduce new ones; to determine training needs and assign employees to training; to determine work hours (shift hours); to determine internal investigation procedures; to take any and all actions as may be necessary to carry out the mission of the Village and the Police Department during an event of civil emergency as may declared by the Village President, Police Chief, or their authorized designees. It is the sole discretion of the Village President to determine that civil emergency conditions exist which may include, but not be limited to, riots, civil disorders, tornado conditions, floods or other catastrophes. In the event of such emergency action, the provisions of this Agreement, other than compensation provisions, may be suspended, if necessary, provided that all provisions of the Agreement shall be immediately reinstated once the local disaster or emergency condition ceases to exist.

Section 2.2. Subcontracting of Work.

It is the general policy of the Village to continue to utilize its employees to perform work they are qualified to perform. However, if subcontracting out any work which has been exclusively that of the bargaining unit is deemed necessary by the Village, at least fifteen (15) calendar days notification will be provided to the Chapter, except in an emergency. The Village agrees to negotiate with the Chapter, upon request, both the decision and impact of any proposed contracting out of exclusively bargaining unit work.

ARTICLE III
LAYOFF

Section 3.1. Layoff.

The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees will be laid off in reverse seniority order, as provided in 65 ILCS 5/10-2.1-18. Except in an emergency, no layoff will occur without at least fifteen (15) calendar days notification to the Chapter and to all affected employees. The Village agrees to consult the Chapter, upon request, and afford the Chapter an opportunity to propose alternatives to the layoff, though such consultation shall not be used to delay the layoff.

Section 3.2. Recall.

Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training.

Employees who are eligible for recall shall be given fifteen (15) calendar days' notice of recall. Notice of recall shall be sent to the employee by certified mail, return receipt requested, with a copy to the Chapter. The employee must notify the Police Chief or his designee of his intention to return to work within seven (7) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list.

ARTICLE IV
NO STRIKE CLAUSE

Section 4.1. No Strike Clause.

Neither the Chapter nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit down, concerted stoppage of work, concerted refusal to perform overtime, concerted abnormal and unapproved enforcement procedures or policies of work to the rule situation, threat of mass resignations, mass absenteeism, picketing (for or against the Village), at any time in the uniform of the Village, any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be disciplined by the Village. Each employee who holds the position of officer of the Chapter occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article the Chapter agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 4.2. No Lockout.

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

Section 4.3. Judicial Restraint.

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

Section 4.4. Discipline of Strikers.

Any officer who violates the provisions of Section 4.1 of this Article shall be subject to disciplinary action. Any action taken by the Employer against any officer who participates in any action prohibited by Section 4.1 above shall not be considered as a violation of this Agreement and any dispute under this Article is limited to the issue of whether the employee violated this Article.

Section 4.5. Non-Sworn Personnel and Part-Time Police Officers.

The Village may use non-bargaining unit members, including but not limited to part-time police officers and non-sworn personnel and volunteers, to aid and direct traffic, to aid in the control of disasters, to aid in case of civil disorder, to act as security for children on the way to and from school, to enforce Village ordinances and to perform duties in the police station such as records, lock-up keeper and emergency telecommunications. Part-time officers may be assigned to temporarily substitute for a full-time police officer where the police department must mandatorily assign overtime because no full-time police officer has accepted an overtime assignment. Part-time Police officers shall not hold a supervisory rank and cannot be a supervisor to any full-time police officer. In the event of layoff as described in Sections 3.1 and 3.2 of this Agreement, the Village agrees that no full-time police officer shall be subject to lay off until all part-time police officers have been laid off first, regardless of seniority. Full-time police officers are further subject to recall before any part-time officers may be hired or recalled.

The Village may employ part-time police officers, who have been certified by the Illinois Law Enforcement Training Standards Board and are employed as a full-time police officer at a CALEA accredited agency, to perform duties allowed by 65 ILCS 5/3.1-30-21.

There shall be no more than one part-time police officer employed for every four full-time patrol officers with the Village of Oswego.

ARTICLE V
COMPENSATION AND HOURS OF WORK

Section 5.1. Compensation.

Compensation of the Police Officers of the Village of Oswego shall be paid according to Appendix A attached hereto and by reference incorporated herein. New hires after January 1, 2010 shall be on a separate wage scale as set forth in Appendix A.

New employees shall be placed at Step 1 on the wage scale, with the exception of employees who have been certified as police officers prior to their start date, who shall begin employment at Step 2 of the wage scale. Certified officers will progress through the wage scale based only on seniority with the Village. New employees with other previous related work experience may be placed above Step 1 on the wage scale at the discretion of the Village. Experienced officers who are placed above Step 1 shall move to the next higher step after each 12 months of service.

Section 5.2. Work Hours and Scheduling.

Employees assigned to the Patrol Division shall be assigned to work shifts as established by the Village, currently 12 hours. The 12 hour shift schedule, including days off, will not be changed unless the Village and affected Chapter members agree to the change. The Village will provide Chapter members their annual work schedule by October 1 of each year for the next calendar year.

Employees assigned to the Investigative Division shall be assigned to work shifts as established by the Village, currently 8 hours. The 8 hour shift schedule, including days off, will not be changed unless the Village and affected Chapter members agree to the change. The Village will provide Chapter members their annual work schedule by October 1 of each year for the next calendar year.

The work schedule will be posted a minimum of 30 days in advance. Once the schedule is posted no changes can be made, training excluded and outlined below, unless both the Village and affected employees agree. Officers who are not on full unrestricted duty due to FMLA time off, approved long term training in excess of 80 hours, or light duty will not be counted as off on scheduled leave for purposes of determining other employees' eligibility to request and use paid leave time. In addition, employees serving disciplinary suspensions shall not be counted as off on scheduled leave for purposes of determining other employees' eligibility to request and use paid leave time as long as the request to use paid leave by another employee is received at least 72 hours in advance of the beginning of the disciplinary suspension. It is agreed that such requests will result in the rescheduling of the disciplinary suspension in order to accommodate the requested time off. However, if the request to use paid leave is received with less than 72 hours before the beginning of the disciplinary suspension, the employee on suspension shall be counted as off on scheduled leave for purposes of determining other employees' eligibility to request and use paid leave time.

Work shifts may be changed for the purpose of training. The Village will give affected officers at least 72 hours' notice of any schedule change due to training. If training exceeds one day then the employee and the Village must agree to the change.

Employees assigned to the Patrol Division are regularly scheduled to work 80 hours in a 14-day work period and shall receive overtime pay for all time worked in excess of eighty (80) hours in a 14-day work period. Employees agree to accept four consecutive hours of scheduled time off each work period at the beginning or end of a work shift, to maintain 80 hours of work time in a work period.

School Resource Officers are prohibited from taking more than 24 hours vacation, holiday, personal or compensatory leave time during the school year when school is in session, but will not be counted as off on scheduled leave time for purposes of determining other employees' eligibility to request and use paid leave time. Vacation, holiday, personal or compensatory leave time taken during the school year when school is in session cannot be taken on consecutive days. During the remainder of the year when they are not assigned as a School Resource Officer (i.e. summer break) they are considered as shift strength for the purpose of determining employees' eligibility to request and use paid leave time. However, a School Resource Officer's request for leave may be denied if another School Resource Officer is scheduled off on leave.

(a) Overtime. All hours worked in excess of the designated work cycle shall be paid at time and one-half the regular rate of pay. A "work cycle" or "work period" is defined as a regularly recurring 14-day period.

For the purposes of calculating overtime all benefit time will be included.

(b) Shift Bidding Procedure**.** The shift bidding currently in place will continue during the term of this Agreement, on an annual basis before October 1 of the year being scheduled for Patrol Officers in order of seniority. Should a shift vacancy occur during the year, that vacancy will be offered to all members, excluding members with minimum time requirements, on a seniority basis. If the vacancy remains unfilled, it may be filled by inverse seniority. If the vacancy is a specialty position then it will exclude probationary members.

Section 5.3. Call Back.

Any Officer covered by this Agreement who is called back to work on an assignment which does not continuously precede or follow an Officers regularly scheduled working hours shall be compensated a minimum of two (2) hours for each call back or the actual time worked, whichever amount is greater.

Section 5.4. Court Time.

Officers required to attend court during off-duty hours shall be compensated with a minimum of 3 hours for Court, pay or the actual time worked at overtime rate, whichever is greater, for such court appearance, including travel to and from the police department. If a department vehicle is not available, an Officer using his own vehicle to attend court shall be reimbursed for travel at the mileage rate recognized by the Internal Revenue Service for the mileage calculated from the Village Police station to the courthouse. If attendance in court requires payment for parking, then the parking fee shall be reimbursed to the Officer.

Section 5.5. Fitness Test.

Officers shall participate in the Police Department's annual (1) Power Test and (2) physical fitness test which shall be designed with input from the Chapter, provided the final form of the test shall be determined by the Chief and will be job specific. In lieu of the required fitness test (2) of this section, members may participate in the Village's annual wellness screening. Participation in these tests shall be considered "on-duty" time for all compensation purposes, including but not limited to overtime and workers' compensation. Test results of officers will not be utilized for disciplinary purposes.-Officers who pass the Power Test shall receive1.5 hours of compensatory time for each of the four categories of the Power Test passed, not to exceed 6 total hours

Section 5.6. Shift Trading.

With at least seven (7) days' notice, an officer shall be permitted to exchange shifts with another Officer subject to the approval of the Chief of Police or his designee. Shifts traded must have all dates and times declared at time of submission. The employees involved shall be assigned to the same Division. The shifts traded do not have to be full shifts but must be at least two (2) hours of scheduled time. If the shift trade is less than a full shift, it must take place at the beginning or end of the shift. No trade shall be permitted allowing an Officer to work more than 16 consecutive hours. The shifts traded are not required to be within the same pay period, however if a shift is traded outside of the same pay period, it must be repaid within six months. Moreover, officers must trade shifts with other officers who possess the same or very similar specialty skills, as approved by the Chief of Police. The officer working for another officer due to a shift trade shall not have the hours worked count as work hours for overtime calculation. An officer who has traded a shift and is not working shall not be eligible for any other work during the traded shift. Excluding unusual circumstances, an officer will only be permitted to initiate four (4) shift trades per calendar year. The Village shall have no liability for payment or time off to any officer whose shift trade was not fulfilled by another officer. In the event an officer who agreed to work a shift for another officer calls in sick on the date of the traded shift and causes overtime, the officer shall be charged sick leave at time and one-half the hours of sick leave used.

Section 5.7. Meetings.

Any Officer required to be at a departmental meeting during off hours shall be compensated for actual time attending said meeting with a minimum of two (2) hours of compensation.

The minimum guarantee of two (2) hours pay shall not apply if the meetings, assignments or other programs are within one (1) hour at the start or end of the employee's regular shift; in such instances the employee shall receive overtime pay with a minimum guarantee of one (1) hour's pay.

Section 5.8. Specialty and On-Call Pay.

In the event the Police Chief, or his designee, appoints a bargaining unit employee to serve in a specialty position designated below, then such employee shall be eligible for a specialty bonus if he is serving in the specialty position for any duration on a permanent or temporary basis. Such employee shall receive:

Detective	$85 bi-weekly
Part-time Detectives, School Officer	$50 bi-weekly
Field Training Officer	$4.50 per hour while conducting training and has completed a Daily Observation Report on the probationary officer.

On-call officers *(Detective, Evidence Technician, K-9, Accident Investigator)*	$20 per day while on call

Section 5.9. Compensatory Time.

In lieu of overtime pay, an employee may earn compensatory time at a rate equal to one and one-half (1.5) hours for each overtime hour worked in accordance with the provisions of overtime sections of this Agreement. Employees may accumulate up to 100 hours of compensatory time, on a rolling basis. Employees must advise the Chief or his designee that he or she desires to have the overtime credited as compensatory time as of the time the overtime is worked, otherwise the overtime assignment shall be presumed to be paid by monetary compensation. The Village shall approve use of compensatory time provided there are sufficient personnel to cover the Village's minimum manning requirements at no additional cost or expense to the Village. Generally, compensatory time requests shall be submitted at least 48 hours prior to use, however requests with less than 48 hours' notice shall be granted if minimum staffing and other departmental needs can be met. The Village agrees to notify the Chapter as to their minimum staffing level as described within this provision. Compensatory time may be taken in no less than 2-hour increments, unless the shift to be taken off is a whole shift with an odd number of hours.

Employees may cash out earned but unused compensatory time with advance notice. Such cash out will be issued on a separate payroll check at the employee's request.

Section 5.10. Canine Officer.

Each assigned work day will include one hour of kennel/dog maintenance time. The employer assumes complete liability for any conduct of the dog while on and off duty in accordance with law and as provided by within Sections 1-4-6 of the Illinois Municipal Code

Section 5.11. Special Response Team.

All covered employees who have been assigned to the Kendall County Special Response Team (SRT) shall receive a minimum of two (2) hours compensatory time for any off-duty training and shall receive a minimum of two (2) hours of pay at the overtime rate for any off-duty call-outs.

Section 5.12. Overtime Assignments.

Non-scheduled overtime shall be in order of seniority. If no officer chooses to work the overtime, it shall then be assigned on a rotating basis regardless of each employee's previous overtime hours, in order of inverse seniority, (except for employees who are completing a full shift), provided that no officer shall be ordered to work more than sixteen (16) consecutive work hours. Members not eligible to sign up for overtime due to CPAT or DEA assignments will conversely not be eligible for forced overtime. Benefit time in conjunction with scheduled time off shall not be eligible for forced overtime. The seniority list shall be refreshed on January 1 of each year. Overtime tracking maintenance for the purpose of assignments will be exclusive to the year the detail is worked regardless of the year the detail is posted. Scheduled overtime shall be offered to members in a fair and equitable method as needs dictate. The tracking of overtime shall be made available for viewing by all Chapter members and updated monthly by the 5th of every month, or the Monday following the 5th provided this is not a holiday, and in such case it shall be posted the next regular work day. There shall be no bumping for scheduled overtime assignments. Any and all bargaining unit overtime assignments shall be offered to bargaining unit members first in accordance with past practice. In the event that the assignment is not filled by a bargaining unit

member after seven (7) calendar days of being posted, then the assignment may be filled by other sworn law enforcement personnel. Covered employees shall submit a memorandum to the chief of police indicating if they want to work voluntary overtime, otherwise they will not be contacted to work voluntary overtime.

Section 5.13. Contract Details.

Members shall be compensated for contract details at the hourly rate agreed upon between the Village and the organization requesting the detail. The parties agree that when extra details are available such details shall be offered to employees covered by this contract, provided that officers who are ordered to work shall be compensated at the overtime rate of pay. Employees shall be given 7 days' notice before being ordered to work these details. The Village retains the right to assign individuals to extra details in the event no one volunteers for such work. Such assignments shall be made by order of inverse seniority on a rotating basis. Sign-up for contract details shall be conducted in a fair and equitable manner, and shall be open to all members of the Department, however, covered employees shall submit a memorandum to the Chief of Police to indicate if they want to be included on the sign-up list, otherwise they will not be contacted for available details. There shall be no bumping for contract details.

The Village may require that special skills are required for members to be eligible for certain contract details (i.e. opportunity school).

Section 5.14. No Pyramiding.

Overtime compensation shall not be paid more than once for the same hours under any provision of this Article, this Agreement, State or Federal law.

Section 5.15 Officer In Charge Compensation

In the event that no street level sergeant is present and on duty, a qualified employee may be designated by the Chief of Police or his designee to serve as the Officer in Charge (OIC). The OIC assigned shall earn additional compensation at the following rate of pay based on hours of experience working as an OIC: 0-100 hours will be at the first step of the Sergeant's pay, 100-200 hours will be at the second step of the Sergeant's pay, over 200 will be at the third step of the Sergeant's pay, for the hours while they are assigned to and functioning as an OIC. In the event the assigned OIC is on an overtime assignment the rate of additional compensation will be the highest of either the base sergeant's rate of pay, or the officer's overtime rate. No Chapter member shall be ordered to participate in the OIC program unless said member has elected to serve in the OIC position. Any Chapter member who has elected to participate in the OIC program may resign from the OIC position provided a minimum of 90 day notice is given prior to such resignation.

ARTICLE VI
CHAPTER SECURITY AND DUES CHECK-OFF

Section 6.1. Dues Deductions.

Upon receipt of proper written authorization from an employee, the Employer shall deduct each month's Chapter dues in the amount certified by the Metropolitan Alliance of Police from the pay of all officers covered by this Agreement who, in writing, authorize such deductions. Such deductions shall be made on a bi-weekly basis, in correspondence with the Village's regular pay schedule. The Chapter shall calculate the amount to be deducted from each bi-weekly paycheck and shall submit the same to the Village on an annual basis. Such money shall be submitted to the Metropolitan Alliance of Police on a monthly basis. The Chapter may elect to change the amount of the deduction one (1) time per year with at least thirty (30) days' notice to the Employer.

Section 6.2. Revocation of Dues.

A Chapter member desiring to revoke the dues check off may do so by written notice to the Employer and the Chapter at any time upon thirty (30) days' notice.

Section 6.3. Bulletin Boards.

The Village shall provide the Chapter with designated space on an available bulletin board upon which the Chapter may post its official notices of a non-inflammatory nature and which are not critical of any officer or employee of the Village, or the Village. A copy of all notices shall be given to the Police Chief at the time of posting on the bulletin board. The bulletin board shall be neatly kept, and outdated material shall be removed in a timely manner. All notices shall be initialed by the individual who posts the notice. Notices not properly initialed may be removed from the Chapter's bulletin board by the Village.

Section 6.4. Chapter and Confidential Mail.

The Village agrees not to open any mail specifically addressed to the Chapter or individual employees in their capacity as Chapter officers. The Chapter may use the mail boxes of the Officers for the dissemination of Chapter materials.

Section 6.5. Labor-Management Meetings.

The Chapter and the Employer agree that, in the interest of efficient management and harmonious employee relations, meetings will be held if mutually agreed between no more than three (3) Chapter representatives and responsible representatives of the Employer. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management conference" and expressly providing the specific agenda for such conference. However, the non-requesting party may add agenda items, if so desired. Such conferences, times and locations, shall be limited to:

a. discussion on the implementation and general administration of this agreement;
b. a sharing of general information of interest to the parties;
c. non-emergency safety issues;
d. notifying the Chapter of changes in non-bargaining conditions of employment contemplated by the Employer which may affect officers; and
e. other items as agreed by the parties.

Section 6.6. Indemnification.

The Chapter shall indemnify, defend and hold harmless the Village, its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for reasonable legal costs that shall arise out of or by reason of action taken or not taken by the Village in complying with the provisions of this Article provided that such action is not initiated or prosecuted by the Village.

ARTICLE VII
VACATION

Section 7.1. Eligibility and Allowances.

All full-time employees shall be eligible for paid vacation time.

Section 7.2. Vacation Pay.

The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job classification at the commencement of the vacation period.

Section 7.3. Scheduling.

Vacations shall be scheduled in accordance with seniority. Vacations must be taken during the 12-month period following accrual. Sign-up for annual vacations will begin on October 1st and end on November 15th of each year. Prior to sign-ups, an annual work schedule shall be posted by October 1st of each year. A sign-up sheet will be posted providing each officer an equal amount of time on which to select vacation. Dates will be assigned according to seniority, with the most senior officer on each shift/team being assigned the first date. The Village shall have the right to designate the following blackout dates for vacation selection; four(4) days for Prairie Fest and one (1) day for the independence celebration. During the term of this Agreement, it is agreed that once the Prairie Fest schedule is finalized by the Park District, the Chief in his sole discretion shall determine whether any part of the blacked out time may be lifted. Any opened slots may be selected by officers from the affected shifts by a seniority based selection process. Officers may not sign-up prior to their assigned date unless all officers ahead of them have either signed up or waived their selection. Officers who miss their sign-up date may sign-up at their earliest opportunity, however, no bumping will be allowed. Officers not selecting their vacation during the sign-up period may still request vacation at any time. Generally, vacation requests after the annual selection process shall be submitted in writing to the Chief's designee at least two (2) weeks in advance of the first requested day off, however no bumping will be allowed, however this shall not preclude the use of vacation time with less than two (2) weeks' notice with supervisory approval when minimum staffing requirements are met. Vacation may be taken in increments of ½ work shift at a time.

Vacations selected during the initial bid period shall have priority usage over all other leave time and scheduled activities including, but not limited to, training, meetings etc. Vacations taken in week long intervals will be allowed to include the regular days off before and after such vacation. Throughout the year patrol officers will only be allowed to miss two (2) days/months of regularly scheduled training due to vacation, unless with approval of the Chief of Police.

Section 7.4. Accrual Schedule.

Employees shall accrue vacation on a biweekly basis based on years of service. Employees are not eligible to take vacation prior to successfully completing the FTO program.

YEARS OF SERVICE	HOURS
After one year	80 hours (3.077 hours biweekly)
After three years	96 hours (3.692 hours biweekly)

After four years	104 hours (4 hours biweekly)
After five years	120 hours (4.615 hours biweekly)
After ten years	144 hours (5.538 hours biweekly)
After fifteen years	160 hours (6.154 hours biweekly)
After twenty years	192 hours (7.285 hours biweekly)

Employees may accrue up to a maximum vacation balance of their total annual accrual amount plus 40 hours, or 56 for 12-hour employees (accrual threshold). For example, an employee with three years of service may accrue up to 136 hours (141 hours for a 12-hour employee). After reaching the maximum accrual amount, employees will no longer accrue vacation until their balance is below their accrual threshold.

ARTICLE VIII
HOLIDAY AND PERSONAL TIME

Section 8.1. Holidays. (Effective upon execution)

There will be 11 recognized holidays for all Officers:

New Year's Day
Martin Luther King Jr.'s Birthday
Presidents Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

* Members of the Investigation Division will be allowed to take the following holiday benefit time not on the observed day: Martin Luther King Jr.'s Birthday, Presidents Day, Memorial Day, Labor Day and Veterans Day. This does not include the School Resource Officers unless the holiday does not violate the Department's General Order 93-003. These employees shall notify their division supervisor 72 hours in advance if they elect to work one of these designated holidays, otherwise it will be presumed that they will be off for that holiday.

Section 8.2. Holiday Time.

All covered Employees, including those assigned to administrative and investigative assignments shall receive 104 hours of holiday time off which may be scheduled off in advance as provided for in the vacation and holiday scheduling procedure set out in this Agreement. Holiday time must be used in half or full shift increments, unless using the balance of the officer's holiday time, in which case less than half or full shift increment may be used. The 104 hours recognizes the Village's practice of granting two floating holidays in addition to the above listed days. Annually in November, employees may request in writing to receive up to sixteen (16) hours of pay for unused holiday time which will be paid out no later than the last pay period in December. At the employee's request, the holiday time shall be issued on a separate check. In the event that an officer leaves the employment of the Village, and has used more than the prorated amount of holiday time earned for that portion of the year served as an employee, then the compensation for such holiday time shall be deducted from any monies owed to the officer as part of final compensation.

ARTICLE IX
LEAVE OF ABSENCE

Section 9.1. Absence from Work.

All absences from work must be reported to the Supervisor in charge at least one (1) hour prior to assigned working shift unless exigent circumstances prohibit the notice.

Section 9.2. Sick Leave Accrual and Usage.

Sick leave shall accrue on a payroll period basis at the rate of six hours per month commencing on the date of hire. After four full years of service, employees shall accrue sick leave on a payroll period basis at the rate of eight hours per month. Sick leave may be taken for the officer's own illness or injury, or for the illness or injury of his or her immediate family members who reside in the employee's place of residence, absences due to an illness, injury or medical appointment of the employee's child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, or in accordance with PA 99-0841. Each year an officer may take up to 30 hours of sick leave for personal reasons when staffing and other departmental needs permit, in accordance with past practice. Generally sick leave shall be used in full shift increments. However, two hour increments may be used for planned sick or personal leave. Sick leave is subject to accrual to a maximum of 1200 hours.

Pursuant to the peace officer's continuation privilege set forth in the Illinois Insurance Code, any employee retiring during the time of this Agreement who has been employed with the Village of Oswego for at least twenty (20) years (or who retires on a disability pension) will be entitled to continue to participate in the Village's health insurance plan along with any dependents who were covered by the plan as of the date of the officer's retirement. The officer and dependents are responsible for paying the premiums due for the continued coverage on a monthly basis on or before the due date set by the Village. Officers shall not receive any cash payment for accrued sick leave at separation from employment. However, officers retiring with at least 20 years of service, or receiving duty disability pension, shall have a credit established for the payment of post-employment health insurance premiums in a sum equal to the value of their accrued sick time up to 1040 hours, and for 25% value for any accrued sick leave time over 1040 hours. For purposes of this Agreement the credit for accrued sick time will be calculated at the officer's hourly rate at time of separation times the number of accrued sick leave hours. Any dependents that become ineligible for continued coverage, but who are entitled to and elect COBRA or some other federal or State of Illinois continuation coverage, may have their premiums paid from the credit balance of the retired officer if the officer provides written authorization for the Village to do so. Once the credit balance is exhausted, the retired officer and dependents shall be fully responsible for the payment of the premiums for continued coverage pursuant to Illinois statute.

Surviving dependents of a deceased officer with less than 20 years of service may continue to participate in the Village's health insurance plan in accordance with State law, with the initial costs to be paid by the Village using the value of any accrued sick leave in the same manner as set out above for retiring officers.

Section 9.2.1. Shared Sick Leave Bank

Bargaining unit members may participate in the Village's "Leave Donation Policy" as set forth in the Personnel Policy Manual and as in effect on May 1, 2013.

Section 9.3. Bereavement Leave.

Up to three (3) paid days per occurrence shall be allowed for a death in the immediate family. Immediate family members shall include a grandparent, parent (including step), spouse, child (including step and adopted), grandchild, siblings (including step and half siblings), father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or relative living in the household. These paid days are considered as bereavement days and not sick/personal days. If any additional time is needed, the time off may be taken from paid vacation/sick/personal/compensatory days, with approval of the Department Head. Paid bereavement days are applicable to regular full-time employees only. Up to one day of bereavement leave for close relatives not included in the list above (e.g. cousin, aunt, uncle, etc.) may be granted by the Department Head.

The Village shall comply with the requirements of the Child Bereavement Leave Act (State of Illinois Public Act 99-0703). Employees who have been employed with the Village for at least 12 months and have worked 1,250 hours during the last 12 months are eligible for leave under the Child Bereavement Leave Act. Child is defined as an employee's son or daughter who is biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis. In addition to the time granted in the section above, eligible employees shall be entitled to use a maximum of 2 weeks (10 work days) total, up to an additional seven (7) days of unpaid bereavement leave to:

1. Attend the funeral or alternative to a funeral of a child;
2. Make arrangements necessitated by the death of the child; or
3. Grieve the death of the child.

Section 9.4. Childbirth and Family Medical Leave Benefits.

Childbirth and family medical leave shall be granted in compliance with the provisions of the Family Medical Leave Act of 1993 ("FMLA"), as amended, and Village Policy. Any changes in the current Village FMLA policy will be discussed with the Chapter prior to implementation.

Section 9.5. General Leave of Absence.

A Police Officer, regardless of length of service or status, may request a leave of absence from work for a period of one (1) year subject to written approval of Chief of Police. The Village shall set the terms and conditions of the leave, including whether or not the leave is to be with pay and benefits.

Section 9.6. Military Leave.

Military leave shall be granted in accordance with applicable law.

Section 9.7. Jury Duty.

Police Officers shall receive regular compensation on any regularly assigned work day when serving on jury duty, regardless of assignment. Any compensation received from the circuit court as a result of serving on jury duty shall be signed over to the Village of Oswego. Officers shall turn in notice of jury duty on the first working day scheduled after receipt of the notice to serve. In the event that an Officer does not spend 12 hours on jury duty, then the Officer shall work

the difference between 12 hours and the time actually spent on jury duty; however, no Officer shall be required to work less than 2 hours in a day.

ARTICLE X
EDUCATION BENEFITS

Section 10.1. On-Duty Training.

Officers required to travel to training located away from the Oswego Police Department – as determined by Google Maps internet service (one-way calculation) – shall be compensated as follows:

More than 20 miles but less than 35 miles:	One and one-half (1 ½) hours
More than 35 miles but less than 50 miles:	Two and one-half (2 ½) hours
More than 50 miles:	Three and one-half (3 ½) hours

The foregoing provisions do not apply in cases where training-related travel requires overnight lodging. Travel costs for training requiring overnight lodging will be addressed by the Police Chief on a case-by-case basis at the prior written request of the Officer attending

Section 10.2. Scheduling of On-Duty Training.

The Department shall provide notice of in-house training to all Police Officers assigned to such training by posting the shift schedules. When training outside the Department is scheduled for Officers covered herein, said officers shall be given as much notice as possible as the Village receives from the training facilities. In-house training shall generally be conducted from 1000 – 1800 hours. The Village agrees that it will attempt to schedule in-house training between 10:00 a.m. and 6:00 p.m., however it is acknowledged that these are not the only hours during which in-house training may be conducted.

Section 10.3. Training Reimbursement.

Any Police Officer taking part in duty-related training approved by the Chief of Police in his discretion shall:

(a) Be provided the use of a department vehicle for travel to and from training, when available, or shall receive the current applicable Village rate, up to a maximum of the Internal Revenue Service standard rate of reimbursement for mileage, when using a personal vehicle;

(b) Be reimbursed for the actual reasonable cost of meals when requiring travel outside of the Village of Oswego, not to exceed $50.00 per day unless approved by Command, and an additional $30.00 per day for training which requires overnight travel;

(c) Be compensated in advance or be reimbursed for any and all prior approved lodging expenses for training classes that require overnight stays.

Section 10.4. Educational Incentive.

Any member covered by this Agreement with at least two (2) years of full-time experience with the Village who enrolls in an accredited course of studies, either at an accredited college or university, in a law enforcement related curriculum, Accounting, Business/Business Administration, Computers, Management, Finance, Public Administration, or Political Science, English, Foreign Language, or any other studies approved by the Chief may have the tuition for such subjects or courses reimbursed upon approval by the Police Chief and contingent upon the

availability of budgeted funds. The maximum hourly rate of reimbursement for tuition must not exceed the hourly rate of tuition charged at the college or university.

Officers who seek reimbursement for a particular course must, prior to enrolling in said course, obtain the approval of the Chief that the course is eligible for reimbursement. By September of each year, Officers who are interested in pursuing professional training and education shall submit a written list of courses for which they plan to seek reimbursement in the coming year. The Officer must receive a grade of B or better or "pass" for non-graded courses in order to receive reimbursement and provide evidence thereof to the Chief.

Officers who leave the employ of the Village less than twelve (12) months after completing education credits for which the Village provided tuition reimbursement shall, upon termination of employment, re-pay such tuition reimbursement to the Village.

ARTICLE XI
GRIEVANCE PROCEDURE

Section 11.1. Definition.

A grievance is defined as a complaint arising under and during the term of this Agreement raised by an employee and/or the Chapter involving an alleged violation, misinterpretation or misapplication of an express provision of this Agreement. This grievance procedure shall supersede any other Village grievance procedure.

PROCEDURE

Recognizing that grievances should be raised and settled promptly, a grievance must be raised by the affected employee and/or the Chapter within ten (10) calendar days after the occurrence of the event giving rise to the grievance, or within ten (10) calendar days after the date when the affected employee or the Chapter should, using reasonable diligence, reasonably have become aware of the event giving rise to the grievance, in accord with the following procedure:

STEP ONE: IMMEDIATE SUPERVISOR. The employee shall give written notification of his/her grievance to his/her immediate supervisor, the rank of sergeant or above. If there is no sergeant on duty, then the on-coming sergeant shall receive notice of such grievance. Such notification shall specifically state that the matter is a grievance under this Agreement and shall include a description of the event giving rise to the grievance, the date of the event, and the specific provisions of the Agreement alleged to have been violated and the relief requested. The immediate supervisor shall answer the grievance within ten (10) calendar days.

STEP TWO: COMMANDER/DEPUTY CHIEF. If the grievance is not settled in Step One or if a timely answer is not given within seven (7) calendar days following the Step One answer or expiration of the time limit set forth in Step One, the grievance may be advanced to the Commander/Deputy Chief by a written appeal signed by the employee or representative. Such notification shall specifically state that the matter is a grievance under this Agreement and shall include a description of the event giving rise to the grievance, the date of the event, the specific provision of the grievance alleged to have been violated and the relief requested. The Commander/Deputy Chief shall answer the grievance within seven (7) calendar days.

STEP THREE: CHIEF OF POLICE. If the grievance is not settled in Step Two, or if a timely answer is not given, within seven (7) calendar days following the Step Two answer or expiration of the time limit set forth in Step Two, the grievance may be advanced to the Chief of Police by a written appeal signed by the employee or representative. The written appeal shall include a description of the event giving rise to the grievance, the date of the event, and the provision of the Agreement alleged to have been violated. The Chief of Police shall answer the grievance within seven (7) calendar days.

STEP FOUR: APPEAL TO VILLAGE PRESIDENT. If the grievance is not settled in Step Three, or if a timely answer is not given within seven (7) calendar days thereafter, the grievance may be advanced to the Village President or designee by a written appeal signed by the employee or representative. The employee and a representative of the Chapter (if requested by employee) will meet with the Village President or designee to discuss the grievance at a mutually

agreeable time and location. If no agreement is reached in such discussion, the Village President or designee will give his or her answer in writing within seven (7) calendar days of the discussion.

STEP FIVE: ARBITRATION. If the grievance is not settled in accordance with the foregoing procedure or if a timely answer is not given, the Chapter may refer the grievance to arbitration by giving written notice to the Village President within seven (7) calendar days after receipt of the Village President's answer in Step Four, or after the answer was due.

A. If the parties are unable to agree upon an arbitrator within seven (7) calendar days after the Village receives the notice of referral, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators, from the "metropolitan" (within 125 miles) area, with an industry specialization of "police" if available . Upon receipt of the panel, the Union shall strike two names and the Village shall then strike two names, and the person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one panel of arbitrators in its entirety and request that a new panel be submitted.

B. The arbitrator shall be notified of his selection and shall be asked to set a time and a place for the hearing, subject to the availability of Village and Chapter representatives. Upon the request of either party, the arbitrator shall have the power to require the presence of a reasonable number of witnesses or documents.

C. The arbitrator shall have no power, in his decision or award, to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of his Agreement. He shall consider and decide only the specific issue submitted to him as raised and presented in writing and shall have no authority to make his decision on any issue not so submitted. His decision shall be based solely upon an interpretation of the meaning or application of this Agreement to the facts of the grievance presented. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing. The arbitrator shall submit in writing his decision within thirty (30) calendar days following the close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. If the arbitrator finds that the alleged grievance does not involve an interpretation or application of this Agreement, he shall remand the matter to the parties without comment. In the event the arbitrator finds a violation of the Agreement, he shall determine an appropriate remedy. However, the arbitrator shall have no authority to make any decision or award which is in any way contrary to or inconsistent with the applicable laws or rules and regulations of administrative bodies that have the force and effect of law. Nor shall the arbitrator have any authority to limit or interfere with the powers, duties and responsibilities of the Village or its Board of Police Commissioners under applicable statutory and case law, except as authorized by this Agreement. Any decision or award of the arbitrator rendered in conflict with the limitations of this Article shall be advisory upon the Chapter, employees and the Village. Any decision or award of the arbitrator rendered consistent with this Article, shall be final and binding on the parties.

Section 11.2. Fees and Expenses of Arbitration.

The fee and expenses of the arbitrator shall be divided equally between the Village and Chapter. Each party shall pay its own witnesses and attorney fees, and the cost of the written transcript, if requested by both parties, shall be split between the parties. Should only one party request a transcript, that party shall pay for the cost of the transcript. An employee's attendance at grievance arbitration as a witness for, or representative of, the Union shall not be treated as time worked and shall not be compensated by the Village.

Section 11.3. Forms.

The Chapter shall furnish mutually acceptable grievance forms.

Section 11.4. General Rules.

a. Any decision appealed by the employee or the Chapter as provided within the time limits specified in each step shall be considered settled on the basis of the latest decision and shall not be subject to further appeal. Any grievance not answered within the time limits specified in each step shall be automatically appealable to the next step. However, time limits at each step may be extended or contracted by mutual written agreement of the Chapter and the Village.

b. No matter or action shall be treated as a grievance unless a grievance is filed in accordance with this Article.

c. No grievance settlement made as a result of the grievance procedure shall contravene the provisions of this Agreement.

Section 11.5. Notice of Chapter Representation.

The Chapter shall certify to the Village the names of those officers who are designated as representatives for each shift and the Investigations Division, and shall do so annually and upon any change. These officers shall be the only employees authorized to function as representatives/stewards on each respective shift and division, other than Chapter Executive Board members who are assigned to the respective shifts or Division.

Section 11.6. Rights of Chapter.

Nothing herein shall interfere with the rights of the Chapter as set forth in the Illinois Labor Relations Act.

Section 11.7. Election of Grievance Arbitration for Discipline

Prior to imposing discipline involving a suspension or termination, the Chief of Police or the Chief's designee will set a meeting with the employee to advise the employee of the proposed discipline and the factual basis therefore, in writing. At the employee's request, the employee shall be entitled to Union representation at that meeting. After the conclusion of said meeting, the Chief or the Chief's designee will issue a Decision to Discipline, in writing, as to the proposed discipline ("Decision to Discipline"), to the affected employee and the Union. At the employee's option, disciplinary action against the employee may be contested either through the arbitration procedure of this Agreement or through the Board of Fire and Police Commissioners ("BOFPC"), but not both. In order to exercise the arbitration option, an officer must execute an Election, Waiver and Release form ("Election Form" attached as Appendix B). This Election Form and disciplinary

process is not a waiver of any statutory or common law right or remedy other than as provided herein. The Election Form shall be given to the officer by the employer, at the time the officer is formally notified of the Decision to Discipline.

The employee shall have three (3) calendar days to submit a copy of the Election Form and Decision to the Union for approval to arbitrate the discipline. The Union shall have an additional seven (7) calendar days to approve or deny the request for arbitration. If the Union authorizes an arbitration concerning the discipline, it shall notify the Chief or the Chief's designee in writing of the intent to arbitrate within ten (10) calendar days of the issuance of the Decision to Discipline. If approved by the Union for arbitration, the Election Form shall constitute a grievance which shall be deemed filed at the arbitration step of the grievance procedure. When a grievance is elected, the Chief may impose the discipline set forth in the Decision to Discipline, and the arbitrator will determine whether the discipline was imposed with just cause, and whether the discipline was excessive. If the arbitration is not approved by the Union within ten (10) calendar days of the Decision to Discipline, or is not elected by the employee, the employee retains his rights to have charges presented or to appeal discipline before the Village of Oswego Fire & Police Commission in accordance with the Illinois Municipal Code, Division 2.1, Board of Fire and Police Commissioners, 65 ILCS 5/10-2.1 *et seq*., as amended.

ARTICLE XII
DISCIPLINE

Section 12.1. Procedure of Discipline.

If the Village has reason to discipline an employee, it will make every effort to do so in a manner that will not unduly embarrass the employee before other fellow employees or members of the public.

Section 12.2. Disciplinary Action.

All disciplinary action shall be given only for just cause, and is subject to the grievance procedure as described within Article XI. Notice of said disciplinary action shall be provided in writing to the employee.

Section 12.3. Written Reprimand.

In cases of written reprimand, notation of such reprimand shall become a part of the employee's personnel file and a copy given to the employee. The officer will be given the opportunity to submit his written response outlining his point of view in regards to the incident. The officer's written response will be attached to and remain part of the letter of reprimand as long as the reprimand remains in his/her file.

Section 12.4. Purge of Personnel File.

Any written reprimand, including documented verbal reprimands, shall be removed from the employee's record, if, from the date of the last reprimand, twelve (12) months have passed without the employee receiving an additional reprimand or discipline for the same or substantially similar offenses. The employee shall submit a request at the end of the twelve (12) month period for the removal of the reprimand from his file.

Section 12.5. Personnel File.

The Village agrees to abide by the lawful requirements of the Personnel Record Review Act, 820 ILCS 40/0.01 *et seq*. of the Illinois Compiled Statutes.

ARTICLE XIII
INVESTIGATIONS CONCERNING OFFICERS

Section 13.1. Right to Investigate.

The Village agrees to abide by the lawful requirements of the Illinois Compiled Statutes as they relate to the investigation of Officers, specifically but not limited to, the Uniform Peace Officer's Disciplinary Act, 50 ILCS 725/1 *et seq*.

When any complaint, whether anonymous or not, is made against an officer and said complaint is unfounded or not sustained, no reference of this complaint shall be made to the Village of Oswego Board of Police Commissioners either verbally or in written form, or placed in the Employee's personnel file. Such complaint will not be used in the determination of promotions or assignments. Any complainant filing a formal complaint shall do so in the form of a legal affidavit.

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

Section 13.2. Representation.

Officers shall have the right to have a Chapter Representative present during any meeting with a supervisor provided that the officer requests a Chapter Representative, and further provided that the Officer reasonably believes that disciplinary action is being contemplated. Such meeting shall be reasonably delayed if a Chapter Representative is not immediately available. The right to have a Chapter Representative present shall not apply to informal discussions intended solely to ascertain relevant facts. The Chapter Representative must be a person outside the scope of the investigation.

Nothing in this section is intended to waive any additional statutory or "Weingarten" rights that an employee may have.

ARTICLE XIV
INSURANCE BENEFITS

Section 14.1. Hospitalization.

The Village shall continue to make available to non-retired employees and their eligible dependents health insurance, prescription, vision and dental coverage and benefits, according to a plan or plans selected by the Village. Currently the Village has HMO, HSA and PPO plan options. Employees shall have the option to select plan coverage annually during an open enrollment period. The Cost for Employees electing coverage will be as follows for both the employee and dependents through payroll deduction:

Effective May 1, 2018:	HMO 0% of the Cost of coverage PPO 17.5% of the Cost of coverage PPO + HSA 12.5% of the Cost of coverage
Effective July 1, 2019:	HMO 5% of the Cost of coverage PPO 20% of the Cost of coverage PPO + HSA 20% of the Cost of coverage

In addition, for those employees electing HSA coverage, the Village will make contributions to the employees' health savings accounts as follows:

January 1. 2019: $1500 for single coverage, $3000 for dependent coverage.

There shall be no substantial decrease in benefits level of this coverage. However, should any penalty provision of the Affordable Care Act apply to the Employer or employees during the term of this Agreement, e.g. the "Cadillac Plan" or similar penalty provision, the parties agree that they will promptly re-open negotiations regarding this article of the Agreement. "Cost" for purposes of this Section includes premium and any applicable state and federal taxes and fees.

Before implementing any changes in plans to be offered to employees, the Village shall convene an insurance committee consisting of employee representatives from its various departments, with two representatives from the unit to be designated by the Union. The committee will review plan options and cost considerations, and make recommendations to the Village Administrator. At the time the Village Board considers the committee's recommendation, the committee shall have the opportunity to address the Board.

Any questions or disputes concerning insurance policies or plans or benefits provided by the Village shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve an insurance

carrier(s) or plan administrator(s) from any liability it may have to the Village, employee or beneficiary of any employee.

Section 14.2. Life Insurance.

The Village shall provide and pay for each Officer with term life insurance with a benefit amount equal to $20,000.

Section 14.3. Continuation of Benefit.

The Village will provide benefits as required by the Public Safety Employee Benefits Act, as it may be amended.

ARTICLE XV
LIGHT DUTY

Section 15.1. Light Duty.

Officers who are temporarily disabled from duty may request a light duty assignment. A physician's written verification may be considered sufficient evidence of an officer's temporary disability from duty. Light duty assignments may be granted at the discretion of the Chief of Police in conjunction with the Village Human Resources Director based upon the availability of appropriate assignments, considering the officer's knowledge, skills and ability, as well as the nature of the disability. There shall be no pyramiding of benefits of light duty assignments with worker's compensation or other disability benefit.

Section 15.2. Pregnancy.

Any Officer who becomes pregnant while employed by the Village shall immediately notify the Chief of Police of her condition. Upon notice of pregnancy, the Village shall provide the pregnant Officer with alternate, non-hazardous duty options in order to allow the Officer to avoid potential duty-related health risks a police officer and her unborn child may face. The decision to accept a non-hazardous duty assignment or remain on her current duty shall be completely voluntary and solely within the discretion of the pregnant Officer. An Officer's acceptance of a non-hazardous duty assignment shall not result in a loss of pay, benefits, seniority or eligibility for promotion.

If a pregnant Officer chooses to remain on her current duty assignment, it shall be the Officer's responsibility to receive clearance from her OB-GYN to continue working in such capacity. The pregnant Officer shall present the Village with her OB-GYN's medical clearance immediately following each scheduled examination. If at any time the Chief of Police has reason to believe that the pregnant Officer's condition interferes with her ability to perform her duties or potentially affects the safety of the pregnant Officer, other employees or the members of the public, the Police Chief shall immediately place the pregnant Officer on non-hazardous duty.

The option for non-hazardous duty shall be available to any pregnant Officer during her pregnancy and a reasonable period of recovery thereafter. The Village shall hold the Officer's job open for the same period of time afforded to sick or disabled employees. The Village shall provide leave for an Officer who is pregnant, recovering from childbirth, or caring for a newborn in accordance with the Village's general leave policies.

Nothing in this policy shall violate the Pregnancy Discrimination Act amendment to Title VII of the Civil Rights Act of 1964 or the Illinois Human Rights Act.

ARTICLE XVI
UNIFORM BENEFITS

Section 16.1. Benefits.

New employees shall be issued initial uniforms as listed in Appendix C. The Village shall utilize a quartermaster system for all other officers, providing that when an employee turns in a piece of issued equipment, as listed in Appendix C, that is no longer usable, said equipment shall be replaced with new equipment. All equipment turn-ins shall be with the approval and the review of the Chief of Police or his designee.

The Village shall provide an annual uniform allowance in the amount of $200.00 on May 1 of each year for equipment maintenance for investigators.

Section 16.2. Body Armor.

The Village agrees to provide a bullet-proof vest to each member covered by this Agreement at the Village's expense. Bullet-proof vests are part of the uniform and must be worn at all times unless inside the police station or on an undercover assignment. The Village agrees to replace each bullet-proof vest upon the manufacturer's suggested expiration date with the cost of said vest being paid for by the Village and not charged against a member's uniform allowance. The Village shall have the sole discretion to determine the vest to be provided, however, the vests shall have minimum standards of a threat level II, side ballistic panels, and a chest trauma plate. Members who wish to use a higher threat level or different manufacturer than the Village chooses to provide, shall be entitled to do so, and shall receive reimbursement upon the purchase of said vest, up to the cost of the Village-provided vest. A member choosing to purchase a vest other than that provided by the Village shall provide a receipt prior to being reimbursed for the purchase.

Section 16.3. Repair or Replacement.

The Village agrees to provide reimbursement for any items owned by officers that are damaged in the course of duty, including maximum amounts for the following items:

- Watches ($50 maximum)
- Sunglasses ($20 maximum)
- Contacts ($100 maximum)
- Prescription eyewear ($200 maximum)
- Cell phone ($600 maximum), effective May 1, 2019, but only when the officer is not otherwise provided with a department issued cell phone and is required by the Chief or his or her designee to use a personal cell phone in the course of duty.

ARTICLE XVII
SENIORITY

Section 17.1. Seniority.

Unless stated otherwise in this Agreement, seniority for the purpose of this Agreement shall be defined as the length of continuous full-time service with the Village as a full-time Officer since the Officer's last date of hire.

Section 17.2. Determination of Seniority.

Seniority shall be determined by Police Officers' length of service in the bargaining unit. Time spent in the armed forces on military leave of absence and authorized unpaid leaves not to exceed thirty (30) days and time lost due to duty related disability shall be included. If a member is promoted out of the bargaining unit but is later reinstated to the unit due to layoff, that member shall maintain his or her seniority as if it were uninterrupted by the service break.

Section 17.3. Maintenance of Seniority List.

A current and up-to-date seniority list showing the names and length of service of each Police Officer shall be maintained for inspection by members and shall be updated on an annual basis, on or by August 1st of the year. Errors or discrepancies must be brought to the attention of the Chief or his designee within thirty (30) days of the posting of lists or complaints concerning such errors or discrepancies shall be waived.

Section 17.4. Forfeiture of Seniority.

A Police Officer shall forfeit his seniority rights and employment upon separation from services due to resignation, dismissal, layoff or retirement. Any officer, who has a break in service of more than one year, must successfully complete a retraining program prescribed and approved by the Chief of Police and at the Village's expense and under the following conditions:

a. A Police Officer retires due to a disability and is later certified by the Police Pension Board to be capable of resuming his duties and is returned to work by the Chief of Police.
b. A Police Officer is dismissed and later reinstated by a Court of competent jurisdiction.
c. A Police Officer is separated due to a layoff or reduction in force and is later reinstated under conditions provided in the Illinois Compiled Statutes.

Section 17.5. Promotions.

In making promotions to the rank of Sergeant, the Board of Fire and Police Commissioners shall publish testing procedures which shall be used to determine eligibility for promotion.

ARTICLE XVIII
SAVINGS CLAUSE

Section 18.1. Savings Clause.

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by virtue of legislative action or by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof so affected and the remaining provisions of this Agreement shall remain in full force and effect. Upon request, the parties agree to negotiate on a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE XIX
ENTIRE AGREEMENT

Section 19.1. Entire Agreement.

This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between the parties for its term. This Agreement superseded and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right opportunity are set forth in this Agreement.

Section 19.2. Ratification and Amendment.

This Agreement shall become effective after having been ratified by the Village President and Board of Trustees and the Chapter, and being signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties. Covered Employees retain all previously accrued benefit time which was accumulated prior to the implementation of this Agreement.

ARTICLE XX
TERMINATION

Section 20.1 Termination.

This Agreement shall be effective as of the day after it is executed by both parties and shall remain in force and effect until April 30, 2022. The wage increases in the salary schedule shall be fully retroactive to May 1, 2018. This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date and not earlier than one hundred twenty (120) days that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. In the event that either party desires to terminate this Agreement, then the benefits as described herein shall remain in full force and effect with no diminution up to and until a new collective bargaining agreement shall be executed, and the party wishing to terminate shall give notice at least ninety (90) days prior to the expiration date hereof and not earlier than one hundred twenty (120) days.

Executed this _____ day of_____, 20_____.

METROPOLITAN ALLIANCE OF POLICE, OSWEGO CHAPTER	VILLAGE OF OSWEGO
_____	_____
Keith George, President M.A.P.	Gail Johnson, Village President
_____	_____
President Oswego Police Chapter	Tina Touchette, Village Clerk

APPENDIX A
SALARY SCHEDULE

Grade	Entry	6 mos	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr	7yr	8yr
2.50%										
5/1/2018										
Hourly	$28.56	$29.42	$30.30	$31.96	$33.72	$35.58	$37.53	$39.60	$41.78	$44.83
Annual *	$59,401.68	$ 61,183.75	$ 63,019.24	$ 66,479.21	$ 70,141.99	$ 73,999.80	$ 78,069.80	$ 82,363.64	$ 86,893.64	$ 93,253.63
3.0%										
5/1/2019										
Hourly	$29.42	$30.30	$31.21	$32.92	$34.73	$36.64	$38.66	$40.79	$43.03	$46.18
Annual *	$ 61,183.73	$ 63,019.26	$ 64,909.82	$ 68,473.59	$ 72,246.25	$ 76,219.80	$ 80,411.90	$ 84,834.55	$ 89,500.45	$ 96,051.24
2.75%										
5/1/2020										
Hourly	$30.22	$31.13	$32.06	$33.83	$35.69	$37.65	$39.72	$41.91	$44.21	$47.45
Annual *	$ 62,866.28	$ 64,752.29	$ 66,694.84	$ 70,356.61	$ 74,233.02	$ 78,315.84	$ 82,623.22	$ 87,167.50	$ 91,961.71	$ 98,692.65
2.75%										
5/1/2021										
Hourly	$31.06	$31.999	$32.95	$34.76	$36.67	$38.69	$40.82	$43.06	$45.43	$48.75
Annual *	$ 64,595.11	$ 66,532.98	$ 68,528.95	$ 72,291.42	$ 76,274.43	$ 80,469.53	$ 84,895.36	$ 89,564.60	$ 94,490.66	$ 101,406.69

***Annual wage based upon 2080 hours per year. Wages retroactive to 05/01/18.**

APPENDIX B
ELECTION, WAIVER AND RELEASE FOR DISCIPLINARY PROCESS

I. Notice to Employee

I, _____, a police officer in the Village of Oswego, and a member of the Metropolitan Alliance of Police, Chapter 516, ("Chapter"), being proposed for discipline by the Village of Oswego Police Department, have been informed of my options to dispute discipline in accordance with the Collective Bargaining Agreement between the Village of Oswego and the Metropolitan Alliance of Police, Chapter 516. I understand that I may elect to pursue a grievance over such discipline (option A), or I may choose to dispute the discipline before the Village of Oswego Board of Fire and Police Commissioners (option B), but not both. I understand that an election of one of these procedures is a waiver of my rights and remedies to the other. I further understand that the Board of Directors of the Metropolitan Alliance of Police ("Union"), not the Chapter, has the final authority on whether or not to approve this matter for arbitration. If I elect arbitration and the Union declines to authorize arbitration of this matter for any reason, this does not waive my statutory rights under the Illinois Municipal Code, Division 2.1, Board of Fire and Police Commissioners, 65 ILCS 5/10-2.1 *et seq*.

I have been given a written notice of the proposed discipline and the factual basis thereof. This notice has been presented to me on _____, 20____. I have the (10) calendar days, exclusive of today, to return this notice to the Chief of Police, or designee, indicating my choice of disciplinary forum. If I do not return this form electing arbitration then the proposed discipline will be subject to the Village of Oswego Board of Fire and Police Commissioners.

Chief of Police or Designee: _____

Officer:_____

Chapter Representative: _____

II. Election

I have had an opportunity to discuss these options with a union representative and choose to dispute the proposed discipline before the following forum:

A. Grievance Arbitration

By selecting the grievance process alternative, I acknowledge my understanding that the Village has the right to unilaterally impose the proposed discipline immediately, subject to possible later modification or reversal by an arbitrator should I or the Union choose to pursue a grievance through arbitration, provided that the Chief simultaneously provides me with a copy of all reports and evidence relied upon by the Chief to demonstrate the alleged rule violation, including mitigating and exculpatory evidence. An arbitrator will determine whether the discipline was imposed with just cause, and whether the discipline was excessive.

By election to file a grievance over my discipline I hereby release the Village of Oswego, the Oswego Board of Fire and Police Commissioners and the Metropolitan Alliance of Police, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election.

I hereby elect the grievance arbitration procedure and waive my rights to a hearing before the Village of Oswego Board of Fire and Police Commissioners. I understand that I have three (3) calendar days from my receipt of this notice to request authorization to arbitrate this matter from the Union, and that the Union has seven (7) additional days to submit this document as a request to arbitrate to the Chief of Police or his designee. This document will be considered my grievance. In the event that the Union declines to arbitrate this matter or does not return this document within ten (10) calendar days from the notice of the Decision to Discipline, the discipline will be subject to the jurisdiction of the Village of Oswego Board of Fire and Police Commissioners.

Agreed: _____ Date: _____

This disciplinary charge is hereby approved for arbitration by the Metropolitan Alliance of Police, Board of Directors. This document serves as written notice advancing this matter for arbitration in accordance with the Collective Bargaining Agreement:

Union: _____ Date: _____

B. Board of Fire and Police Commissioners

By selecting an appeal of discipline before the Village of Oswego Board of Fire and Police Commissioners, I understand that I will have a hearing over such discipline before the Board of Fire and Police Commissioners of the Village of Oswego in accordance with their rules and the laws of the State of Illinois as provided within the Illinois Municipal Code, Division 2.1, Board of Fire and Police Commissioners, 65 ILCS 5/10-2.1 *et seq*., as amended. I agree that such hearing shall be a waiver of the grievance/ arbitration procedures of the collective bargaining agreement between the Village of Oswego and the Metropolitan Alliance of Police.

By election to have a hearing before the Board of Fire and Police Commissioners over my suspension or discharge, I hereby release the Village of Oswego, the Oswego Board of Fire and Police Commissioners and the Metropolitan Alliance of Police, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election. I understand that this hearing will be subject to the Rules and Regulations of the Village of Oswego Board of Fire and Police Commissioners.

I hereby elect the Village of Oswego Board of Fire and Police Commissioners and waive my rights to the grievance/arbitration procedures of the collective bargaining agreement between the Village of Oswego and the Metropolitan Alliance of Police. I hereby acknowledge that charges will be filed with the Board of Fire and Police Commissioners requesting my discipline. This document will be considered my request for a hearing concerning this discipline.

Agreed: _____ **Date: _____**

Witness: _____ **Date: _____**

Received by the Chief of Police's Office:_____

Date: _____

APPENDIX C
UNIFORM ISSUE

(To be agreed upon)