COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

METROPOLITAN ALLIANCE OF POLICE, FOREST PRESERVE DISTRICT OF KANE COUNTY POLICE OFFICERS, CHAPTER #315

AND

THE FOREST PRESERVE DISTRICT OF KANE COUNTY

EFFECTIVE: JULY 1, 2025 THROUGH JUNE 30, 2029

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PREAMBLE

This Agreement entered into by the Forest Preserve District of Kane County, Kane County, Illinois, an Illinois Municipal Corporation, hereinafter referred to as (the "District"), " and the Metropolitan Alliance of Police, Forest Preserve District of Kane County Police Officers Chapter #315, hereinafter referred to as (the "Chapter,") is intended to promote harmonious and mutually beneficial relations between the District 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, including probationary Police Officers, below the rank of Sergeant, hereinafter referred to as (the "employees"), or when the context requires a singular noun, as (the "employee").

ARTICLE I
RECOGNITION

Section 1.1 Recognition

Pursuant to an election and certification by the Illinois Labor Relations Board (the "Labor Board") under Case, No. S-RC-24-021, dated November 14, 2023 and the certification issued thereon to the Chapter by the Labor Board, the District recognizes the Chapter as the exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for all full time employees employed by the District, and excluding all employees in the rank of Sergeant and above, all part time employees excluded from the definition of "peace officer" as defined in Section 3(k) of the Illinois Public Labor Relations Act (the "Act"), and all other management, supervisory, confidential, and professional employees as defined by the Act, as amended. None of the provisions of this Agreement shall be construed to require either the District 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 employees covered by this Agreement is twelve (12) calendar months in duration from the date of the employee's graduation from the Academy, or if no Academy training is required, six (6) calendar months from the starting date of the employee's full-time employment in a position covered by this Agreement.

The probationary period may be extended by the District in its sole discretion for a period not to exceed an additional six (6) months after providing notice to the Chapter and the affected employee. Time absent from work or regular duties in excess of thirty (30) calendar days shall not apply toward satisfaction of the probation period.

During the probationary period, an employee is subject to discipline, including discharge, without cause and with no recourse to the Grievance Procedure or any other forum. It is further agreed that probationary employees shall be entitled to all other rights, privileges, and benefits conferred by this Agreement except as previously stated, or as otherwise provided in this Agreement.

Section 1.3 Fair Representation

The Chapter recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit whose terms and conditions of employment are governed by this Agreement, whether or not they are members of the Chapter.

Section 1.4 Chapter Officers

For purposes of this Agreement, the term "Chapter Officers" shall refer to the Chapter's duly elected President, Vice-President and Treasurer. The Chapter Officers agree to notify the District of any changes to the Chapter Officers (including name and contact information) within three (3) business days of the change.

ARTICLE II
DEFINITIONS

As used herein, the following definitions apply:

"Chapter" shall refer solely to Forest Preserve District of Kane County Police Officers MAP Chapter #315, as certified by the Labor Board in Case No. S-RC-24-021, dated November 14, 2023.

"Union" shall refer to the Metropolitan Alliance of Police.

"District" shall refer to the Forest Preserve District of Kane County.

"Chief" shall refer to the head of the District's Public Safety Department.

"Commission" shall refer to the Forest Preserve District Commission, compromised of members of the Kane County Board who are elected by the citizens of Kane County, Illinois.

"Department" shall refer to the District's Public Safety operating department.

ARTICLE III
MANAGEMENT RIGHTS

Section 3.1 Management Rights

The District retains the sole and exclusive right and authority to manage and direct the affairs of the District in all of its various aspects and to manage and direct its employees in all respects, including but not limited to the following: to plan, direct, control and determine the budget and all the District's operations, to determine the services performed by the District (its employees or others), to determine or modify the missions of the District and services performed; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to determine the number of employees to be employed; to establish specialty positions; to assign and reassign work; to establish and administer safety, attendance, discipline and productivity standards and, from time to time, to change those standards; to assign overtime; to contract out for goods and services; to determine the methods, means, organization operations,

and services performed by its employees; to determine the good and resources purchased; to make, alter and enforce reasonable rules, regulations, orders, policies and procedures, including those referenced in the Department's Standard Operating Procedures and/or the District's Employee Handbook or otherwise; to evaluate employees; to establish performance standards for employees; to discipline, suspend, demote, and discharge non-probationary employees for just cause (probationary employees with or 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 internal investigation procedures and to change those procedures; to take all other lawful action as may be necessary to carry out the mission of the District and the Department in the event of civil emergency as may be declared by the District or the Chief or its/ /their authorized designees. The District will not exercise its authority and rights under this Article in a manner which contravenes an express, lawful provision of this Agreement.

The Commission will have sole discretion to determine that civil emergency conditions exist which may include, but not be limited to, riots, civil disorders, tornado conditions, floods or other natural or manmade catastrophes. In the event of such emergency action, the provisions of this Agreement, other than the base wages provisions, may be suspended, if necessary, provided that all provisions of the Agreement shall be promptly reinstated once the local disaster or emergency condition ceases to exist; and to carry out the mission of the District.

Section 3.2 Use of Part Time Employees

The District may continue to utilize part-time employees to supplement the full-time workforce, consistent with past practice. Part-time employees shall not be used for the primary purpose of eroding the bargaining unit or causing the layoff of an existing full-time employee.

ARTICLE IV
LAYOFF & RECALL

The District, in its discretion, shall determine when and whether a reduction in force or reinstatement are necessary. If the District so determines that these conditions exist, employees covered by this Agreement will be reduced or reinstated in accordance with their length of service with the District as provided in Illinois Compiled Statutes, 65 ILCS 5/10-2.1-18. All affected Officers shall receive notice in writing of the layoff at least fifteen (15) calendar days in advance of the effective date of such layoffs.

ARTICLE V
NO STRIKE CLAUSE

Section 5.1 No Strike Clause

Neither the Chapter nor any Chapter Officer, agent or employee will instigate, promote, sponsor, engage in or condone any strike, work stoppage or work slowdown in violation of Illinois Public Labor Relations Act (5 ILCS 315/). Any employee who participates in a strike, work stoppage, sympathy strike, intentional withholding of services, picketing of District offices or homes of District officials, "blue flu", "ticket blitzing", slowdown or intentional refusal to work at any time for any reason, shall be subject to discipline or discharge.

Each employee who holds the position of Chapter Officer or steward of the Chapter occupies a position of special trust and responsibility in maintaining and bring about compliance with the provisions of this Article of the Agreement. In the event of an actual or threatened violation of this Section 5.1, the Chapter agrees to inform its members of their obligations under this Agreement, and it will direct them to return to work without delay.

Section 5.2 No Lockout Clause

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

Section 5.3 Judicial Restraint

Nothing contained herein shall preclude or limit the District or the Chapter from obtaining judicial restraint and other damages and costs deemed appropriate by a court or the Labor Board in the event the other Party violates any portion of this Article.

Section 5.4 Discipline of Strikers

Any employee who violates the provisions of Section 5.1 of this Article may be subject to disciplinary action, including immediate discharge. The District retains all rights set forth in Section 17(b) of the Act.

ARTICLE VI
HOURS OF WORK

Section 6.1 No Guarantee

This Article is intended only as a basis of calculating overtime payments and nothing in this Agreement shall be construed as a guarantee of a particular number of hours of work per day, week, work period or year.

Section 6.2 Normal Work Hours

As of the time of ratification of this Agreement, the normal workday consists of a ten (10) hour shift format and the normal workweek consists of forty (40) hours. While this ten (10) hour regular shift format is in effect, full time employees are normally scheduled to work a four (4) day on three (3) day off rotation. In the absence of emergency, the District will provide a minimum of fourteen (14) days' prior notice when it makes the decision to alter the normal workday or normal workweek on a regular basis.

There is nothing in this Section that restricts or limits the District's right to make temporary changes to a normal workday or normal workweek for operational, staffing/coverage, call offs, emergency or related business reasons. Temporary changes to a normal workday or normal workweek also may be authorized by the Chief (or designee) by agreement of the Chief and the affected employee(s) provided it does not result in overtime expenses to the District. Provided, however, such changes will not be made by the District for the primary purpose of avoiding overtime expenses.

Section 6.3 Authorized Overtime/Compensatory Time

All employees are expected and required to perform a reasonable amount of overtime work when assigned. Mandatory overtime assignments will be filled on the basis of reverse seniority, if and when deemed necessary by the Chief or designee. No overtime work is authorized unless expressly approved in advance by the Chief or authorized designee.

Employees will receive compensatory time off for authorized hours actually worked beyond forty (40) in a workweek, up to a maximum accrual of sixty (60) hours. When this compensatory time accrual cap is reached, employees will be paid one and one half times (1.5x) their regular hours rate for all hours actually worked in excess of forty (40) in a workweek. For the purposes of this Section 6.3, "hours worked" shall be defined as hours actually worked and any paid absence for approved vacation, personal time, or designated holidays but specifically excluding compensatory time, sick leave, and workers' compensation time off.

Section 6.4 Work Breaks

Breaks may be taken for reasonable intervals, at reasonable times as approved at the discretion of the supervisor to ensure adequate coverage exists at all times during break periods. The work break period is considered on-duty time, and personnel are considered to be available for any assignment during any break period.

Section 6.5 Regular Shift Assignments

The District retains the right to determine the total number of personnel to be assigned to each normal shift. Non-probationary employees will have the right to bid by seniority for their normal shift and slot of preference on an annual basis. Such shift picks will normally be completed by December 1 of each year and will become effective on January 1 for the remainder of the calendar year. It is understood that the Chief or designee retains the right to reassign employees, either temporarily or otherwise to change a normal shift to accommodate business needs including: light duty work assignments, training assignments, to cover absences, and/or for emergency or other operational reasons. The District will not exercise its rights under this Section 6.5 in a manner that is arbitrary or unreasonable.

Section 6.6 Shift Switch Requests

An employee may request a switch of their regularly scheduled full duty shift with another qualified non-probationary employee. Any such request must be approved at least twenty-four (24) hours in advance of the start of the shift, and it is subject to the needs of the Department. The Parties agree that the following conditions must be met for any switches:

a. The shift switch does not result in additional overtime compensation being paid to any of the Employees involved in the shift switch change.

b. The Employee switching shifts will forfeit seniority for vacation picks only on the new shift.

c. The Chief or their designee must have approved the shift switch prior to the time of the change.

d. The person who accepts the change is responsible for working the shift and for the consequences of non-attendance for assigned work, if applicable.

e. Any approved shift switch must be completed within thirty (30) days following the switch.

f. Once a switch is approved, no other paid time off may be taken in lieu of and/or in addition to the original shift switch.

ARTICLE VII
COMPENSATION MATTERS

Section 7.1 Base Compensation

Compensation of the officers covered by this Agreement shall be paid according to Appendix A attached hereto and incorporated herein. Said compensation shall be effective July 1, 2025. No amounts will be retroactive unless expressly provided otherwise in this Agreement.

Section 7.2 Court Time

An officer who is required to appear in court on behalf of the District while on off duty hours shall be compensated for a minimum of two (2) hours at the officer's applicable rate of pay.

Section 7.3 Training Hours/Scheduling

Officers who attend an approved training on a regular scheduled work day will be treated as if the training day is their regular duty day assignment when the training is scheduled to last eight (8) hours or more.

Section 7.4 FTO Pay

An officer assigned and designated by the Chief (or designee) to serve as field training officer (FTO) of a probationary officer for a minimum of eight (8) hours on a shift shall receive a payment equal to one (1) hour of overtime pay (or compensatory time if requested and within caps).

Section 7.5 Meeting Attendance

Time spent in bargaining sessions or union or other meetings where attendance is not required by the District is not compensated unless expressly agreed to by the Chief in advance of the meeting for reasonable periods of time.

Time spent in meetings where attendance is mandatory and required by the District during an officer's off duty hours shall be compensated for a minimum of two (2) hours at the officer's applicable rate of pay.

Section 7.6 Call Back

An employee called back to work outside their normally scheduled shift after having left work or while otherwise off duty shall be paid a minimum of two (2) hours pay at the applicable rate of the affected employee. The provision of two (2) hour minimum shall not apply if the employee is called back to correct their own error, wherein they will be compensated for time actually worked only.

Section 7.7 No Pyramiding

Compensation shall not be paid more than once for the same hours under any provisions of this Article or this Agreement.

ARTICLE VIII
CHAPTER SECURITY AND DUES CHECK-OFF

Section 8.1 Dues Deductions

Upon receipt of proper voluntary written authorization from an employee, the District shall deduct each month's Chapter dues in the amount certified by the Treasurer of the Chapter from the pay of all employees covered by this Agreement who, in writing, authorize such deductions. Such money shall be submitted to the Chapter or the Metropolitan Alliance of Police within fifteen (15) calendar days after the deductions have been made on a monthly basis.

Section 8.2 Revocation of Dues Checkoff Authorization

An employee desiring to revoke the dues checkoff authorization may do so by written notice to the District at any time upon thirty (30) calendar days' notice.

Section 8.3 Indemnification

The Union shall indemnify, defend and hold harmless the District and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all reasonable costs for counsel that shall arise out of or by reason of action taken or not taken by the District in complying with the provisions of this Article provided that the District does not initiate the action. If an improper deduction is made, the Union shall refund any such amount directly to the employee without delay.

Section 8.4 Bulletin Board

The District shall provide the Chapter with designated space on a bulletin board, for posting of Chapter announcements, seniority roster, and other items of legitimate Chapter business. The District may remove postings that it reasonably believes are inflammatory, political in nature and/or which are otherwise inappropriate in content.

Section 8.5 Labor-Management Meetings

The Chapter and the District agree that, in the interest of efficient management and harmonious employee relations, meetings will be held between Chapter representatives and responsible representatives of the District. The District in its sole discretion shall determine its representatives at such meetings. Such meetings will be held generally at least twice annually, and additional meetings will be held if mutually agreed between the Chapter and the District. Such meetings may be requested by either party at least fourteen (14) calendar days in advance by delivering a written request to the other for a "labor-management meeting" and providing a summary of the agenda for such meeting at least three (3) calendar days in advance of the meeting. Such meetings shall be limited to all of the following topics: (a) discussion on the implementation and general administration of the Agreement, (b) sharing of general information of interest to the parties; and/or (c) safety issues.

It is expressly understood and agreed that such meetings shall be exclusive of the Grievance Procedure. Specific grievances being processed under the Grievance Procedure shall not be considered at "labor-management meetings," nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried out at such meetings.

Attendance at labor-management meetings shall be voluntary on the employee's part and considered unpaid time off work. Attendance shall not interfere with required duty time. Attendance at a meeting held during duty time, is permitted only upon prior approval of the Chief or designee.

ARTICLE IX
VACATIONS

Section 9.1 Vacation Accrual Schedule

At the beginning of each calendar year, officers will advance to the bi-weekly vacation hour accrual that corresponds to their completed years of service within that calendar year in accordance with the chart below. Vacation leave may be used in increments of at least one (1) hour. Vacation time is not accrued during any full pay period in which an employee is on an unpaid leave of absence including family medical leave, while donated sick leave is in use, while an employee is on workers' compensation or in times of layoff.

CALENDAR YEAR	ANNUAL VACATION DAYS EARNED
Year of Hire	10 days
Year 2	11 days
Year 3	12 days
Year 4	13 days
Year 5	14 days
Year 6	15 days
Year 7	16 days
Year 8	17 days
Year 9	18 days

CALENDAR YEAR	ANNUAL VACATION DAYS EARNED
Year 10	19 days
Year 11	20 days
Year 12	20 days
Year 13	21 days
Year 14	21 days
Year 15	22 days
Year 16	22 days
Year 17	23 days
Year 18	23 days
Year 19	24 days
Year 20	25 days

Section 9.2 Carry Over of Vacation Time

Employees may carryover up to ten (10) vacation days (eighty (80) hours maximum) from one calendar year to the next; all remaining vacation or other available paid time off (including flexible time off for working on a designated holiday pursuant to Section 10.2) is lost if not used by the end of the calendar year.

Section 9.3 District Emergency

In case of a natural or civil emergency, the Chief or designee may cancel and reschedule any or all approved vacation leaves in advance of their being taken, and/or recall any employee from a vacation in progress.

ARTICLE X
HOLIDAY AND PERSONAL TIME

Section 10.1 Designated Holidays

The District's "Designated Holiday" schedule will be set on an annual basis by the District, and is currently:

New Year's Day	Martin Luther King Jr. Day
Lincoln's Birthday	Washington's Birthday
Spring Holiday	Memorial Day
Juneteenth	Independence Day
Labor Day	Columbus Day
Veterans Day	Thanksgiving Day
Day After Thanksgiving	Christmas Eve
Christmas Day	

Section 10.2 Holiday Pay

a. If an employee is required to actually work on a District designated holiday listed above, the employee will receive compensation at their regular rate of pay for all hours worked ("Holiday Pay") and they will also earn additional vacation time at a rate of one and a half (1.5) times the number of hours worked to be used later in the year.

b. Employees with hours worked on the actual day of a holiday which falls on a Saturday or Sunday will earn compensation at their overtime rate of pay.

c. The officer must work their full scheduled workday immediately before and the full scheduled workday immediately after the holiday to receive Holiday Pay on any day when no work is performed on the holiday.

d. No employee is eligible for "Holiday Pay" unless they actually work their full scheduled shift on the designated Holiday.

e. Insofar as practical and consistent with manpower needs, the normal work schedules will be revised so that employees will not be assigned to work on both Christmas Day (including Christmas Eve) and New Year's Day (including New Year's Eve).

f. On all designated and actual Holidays, at least one employee (full or part time) will be scheduled to work on each shift.

Section 10.3 Personal Leave Time

Full-time employees will have a bank of forty (40) hours of paid Personal Leave time off frontloaded to them as of January 1 of each year. This paid Personal Leave time may be used during the calendar year for compelling personal reasons, for use (when approved) in minimum increments of fifteen (15) minutes. During the employee's initial year of employment these Personal Leave amounts will be computed and available on a pro-rata basis, depending on the employee's month of hire as follows:

Month of Hire	Personal Hours
January-June	40
July-August	32
September- October	24
November	16
December	8

The District may have a business need to deny a request to use Personal Leave under this Section in order to meet the District's core operational needs (including but not limited to) reasons such as: time off taken for District designated holidays or when requested for use during an employee's final two weeks of employment with the District. Personal Leave time must be used by December 31 of the same year in which it is frontloaded, or it will be lost. Paid Personal Leave

time is not intended to be additional paid vacation time, and it cannot be carried over from year to year if not timely used be December 31.

ARTICLE XI
LEAVES OF ABSENCE

Section 11.1 Absence from Work

All absences or tardiness from work must be reported to the Supervisor in charge at least two (2) hours prior to the employee's designated starting time on each unless the nature of the absence or tardiness makes notification within the two (2) hour time frame impracticable for unforeseen reasons deemed acceptable to the Chief or designee.

Section 11.2 Sick Leave

An employee may use earned Sick Leave for any of the following reasons:

a. The employee is suffering from an illness, injury, or medical condition rendering the employee unable to competently and safely perform the employee's essential job functions;

b. Quarantine of an employee by a physician;

c. Illness or injury of an immediate family member of the employee or to care for a family member receiving medical care, treatment, diagnosis or preventative medical care. (For the purposes of this policy, "family member" is defined as the employee's spouse, domestic partner, children or stepchildren, siblings, parents, parents-in- law, grandparents, grandchildren, and stepparents.);

d. Any purpose within the guidelines of the Family Medical Leave Act if applicable (time runs concurrently with otherwise unpaid FMLA);

e. Where an employee is unable to schedule a medical or dental appointment outside normal working hours, they may utilize sick leave for such purpose;

f. To extend otherwise paid or unpaid Bereavement Leave.

Sick Leave may not be used as additional Vacation or Personal Leave time. Employees must use their accrued Sick Leave time (and other paid time off options) while on otherwise unpaid time off work for any reason.

Section 11.3 Sick Leave Accrual and Usage

Sick Leave shall be accrued per bi-weekly pay period for each pay period of employment at the District with a maximum accrual of up to ninety-six (96) hours per full calendar year actually worked. Sick Leave may be used in increments of at least one (1) hour. Sick Leave is not accrued during any full pay period in which an employee is on an unpaid leaves of absence, including

family medical leave, while donated sick leave is in use, while an employee is on workers' compensation or in times of layoff.

Upon resignation or layoff of employment, an employee in good standing will receive monetary compensation for accumulated sick leave, based on the chart below up to a maximum of thirty-three percent (33%) (capped at thirty (30) day (or 240 hours) payout) of the employee's then current compensation rate. Officers terminated from employment by the District will not be paid for any sick leave.

YEARS OF COMPLETED CONTINUOUS SERVICE	MONTHS OF COMPLETED CONTINUOUS SERVICE	PERCENTAGE PAYOUT
0 through 4 Years	0 - 48 months	0%
5 through 9 Years	49 -108 months	10% /9 days max (72 hrs)
10 through 14 Years	109 —168 months	20% / 18 days max (144 hrs)
15 Years or Greater	169+ months	33% / 30 days max (240 hrs)

Section 11.4 Health Care Provider Documentation

The District may require an employee to provide a note from a licensed health care provider confirming an employee's illness or injury, fitness for duty, or ability or inability to perform the essential functions of the position if: (a) an employee is away from work for more than three (3) consecutive days because of illness or injury; (b) the District becomes aware that the employee incurred an illness or injury for which the employee is or may likely be away from work for more than three (3) consecutive days; (c) the District has reason to question fitness for duty or has reason to suspect abuse of Sick Leave for any reason such as based on a pattern of absences connected to weekends, holidays or other days off.

When a note is requested and not provided by the employee, the District may deny use of Sick Leave time and the employee may be required to use other earned paid time off benefits in lieu of Sick Leave time. Abuse or misuse of Sick Leave time and/or a pattern of excessive Sick Leave use in connection with days off also may constitute just cause for disciplinary action against the employee involved depending on the circumstances involved.

Section 11.5 Funeral and Bereavement Leave

Any employee covered by this Agreement shall be entitled to up to three (3) day of paid Funeral Leave time off work (when scheduled) to attend the funeral (or similar service) of a member of the employee's "immediate family". The employee must notify the Chief as soon as possible prior to taking any time off for Funeral Leave under this Section 10.5.

As used in this Section only, the phrase "immediate family" is defined as: the employee's current spouse, domestic partner, child (natural or adopted), stepchild, a legal ward or a child of a

person standing *loco parentis*, mother, father, stepparent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild.

The District also will comply with the Illinois Family Bereavement Leave Act when applicable for eligible employees.

Section 11.6 Family and Medical Leave Act

Eligible employees may receive up to twelve (12) workweeks of time off pursuant to the District's Family and Medical Leave Act policy ("FMLA") in effect at the time, including revisions that are adopted from time to time and consistent with the applicable federal law and regulations.

Section 11.7 Non-FMLA/Personal Leave of Absence

Requests for time off work as a General Leave of Absence for compelling personal reasons and/or medical reasons not covered by the FMLA, may be considered in the discretion of the District pursuant to the policies in the District's then applicable Handbook as applied to unrepresented employees. The terms of any approved General Leave of Absence are determined by the District.

Section 11.8 Military Leave

The District will comply with all applicable State and Federal laws concerning military leave time off, compensation and reinstatement rights.

Section 11.9 Jury Duty Leave

Employees are eligible for up to three (3) workweeks (120 hours maximum) of paid time off when they are summoned to serve on Jury Duty during regularly scheduled hours of work. Any additional work days when serving on Jury Duty will be approved but unpaid. Any additional leave will be charged against the employee's accumulated benefit time of the employee's choice.

Any per diem payment the employee receives from the court system must be forwarded from the employee directly to the Finance Department. Should an employee receive a per diem payment for jury duty service electronically, the employee must provide payment to the District by submitting a check equivalent to the per diem amount received. The employee shall retain any per diem payment from the court system for Jury Duty that exceeds three (3) workweeks (120 hours).

Section 11.10 Maternity/Paternity Leave

An employee who is pregnant (or has a medical condition related to pregnancy or childbirth) may work up until the birth of the child as long as this is consistent with the advice of their health care provider. The District may request a written release for this purpose and/or additional information as may be necessary to attempt to identify any reasonable accommodation(s) that may be medically necessary to allow the employee to perform their

essential job functions, when applicable. If requested, this written release from a licensed health care provider must address all of the following:

a. Must be in writing stating the anticipated date of beginning leave;

b. Must indicate the employee's ability to perform assigned duties and any medical restrictions upon the employee's activities, and

c. Must be filed with Chief or designee prior to taking Maternity Leave.

Time off work for this purpose also may be available to eligible employees following the birth, adoption or placement of a child pursuant to the Family and Medical Leave Act policy ("FMLA"). Employees who are not FMLA eligible may apply for time off as a form of reasonable accommodation up to a maximum of twelve (12) workweeks in any rolling twelve (12) month period. An employee using time off under this Leave Policy will use their earned benefit time concurrently with otherwise unpaid Leave.

Section 11.11 Paid Leave for All Workers' Act

The Parties agree and acknowledge that the paid time off provisions referenced in this Agreement meet and exceed the requirements of the Illinois Paid Leave for All Workers' Act and therefore any conflicting provisions are waived.

ARTICLE XII
EDUCATIONAL BENEFITS

Section 12.1 On-Duty Training Expenses

Full time employees attending special schools or training academies off site shall be required to utilize a Department squad car, when available, for travel to and from the school or training. With permission of the Chief (or designee), an employee may utilize their own vehicle for this purpose with no reimbursement for the travel.

Section 12.2 Educational Reimbursement

Employees covered by this Agreement shall be eligible to participate in the District's Career and Professional Development Program in effect during the term of this Agreement, including revisions thereto adopted from time to time by the District. Consult the details of that Program in the Employee Handbook for additional information about the scope of the benefits, guidelines, procedures and reimbursement obligations that may apply.

Section 12.3 Expense Reimbursement for Required Training

Officers who are required to attend training programs or professional conferences that are approved in advance by the Chief (or designee) and require an overnight stay will be eligible for reimbursement of their actual costs of travel and meals pursuant to the District's "Travel and Other Expense Reimbursement Policy" in effect at the time, including revisions adopted from time to time by the Board. No reimbursement of travel or meals will be provided for training or

conferences that are attended at a location within a reasonable commuting distance from the District offices and which do not require an overnight stay. Travel and meal expenses incurred for attendance at other required and approved trainings or professional conferences will be considered on a case-by-case basis.

ARTICLE XIII
GRIEVANCE & ARBITRATION PROCEDURE

Section 13.1 Grievance Defined

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purposes of this Agreement, a "Grievance" is any dispute or difference of opinion raised by an employee or the Chapter against the District involving the meaning, interpretation or application of the express provisions of this Agreement. The District shall not be required to pay any employee wages for time off work for grievance processing unless the employee is the Grievant and is required by the Chief to be present in a grievance meeting on the employee's on duty time, in which case the Employee will be relieved from work without a loss of pay.

The parties agree that the discipline of members shall be subject to the jurisdiction to the Grievance Procedure to the extent and under the circumstances provided for in Article XIV. Any time period provided for under the steps in the Grievance Procedure may be extended or contracted by mutual agreement.

STEP ONE: The employee, with or without a Chapter representative, may take up a grievance presented in writing to the employee's immediate supervisor within five (5) business days of the event giving rise to the grievance (or the date that the employee or Union reasonably should have had notice of the event). The supervisor shall attempt to adjust the grievance as soon as possible and therefore will schedule a meeting with the employee and a Chapter Officer within five (5) business days after receipt of the grievance from the employee. The supervisor shall then render a written decision, based on the supplied information during the meeting, and shall deliver said decision to the grievant, within five (5) business days of the meeting.

STEP TWO: If the grievance is not adjusted in Step One, the grievance shall be submitted by the grievant in writing to the Chief or their designated representative within ten (10) business days of the receipt from the supervisor of their response in Step One. A meeting shall be held at a mutually agreeable time and place, and participants shall discuss the Grievance and hopefully come to an equitable solution. If a Grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Parties. If no settlement is reached, the Chief or their designated representative shall give the grievant the District's answer in writing within ten (10) business days following their Step 2 meeting.

STEP THREE: If the Chapter is not satisfied with the decision of the Chief, the Chapter may appeal the Grievance to arbitration by notifying the Executive Director in writing within ten (10) business days after receipt of the Chief's 's response in Step Two. A meeting shall be held at a mutually agreeable time and place, and participants shall discuss the Grievance and hopefully come to an equitable solution. If a Grievance is settled as a result of such meeting at this Step

Three, the settlement shall be reduced to writing and signed by the Parties. If no settlement is reached, the Executive Director or their designated representative shall give the grievant the District's answer in writing within ten (10) business days following their Step 3 meeting.

STEP FOUR: Grievances not resolved in the prior three Steps of this Procedure may be submitted for arbitration only if sponsored by and backed by the Chapter. If the Chapter agrees to pursue a Grievance to Arbitration, within ten (10) business days of receipt of the request for Arbitration, the Chapter and the District shall jointly submit the dispute to the Federal Mediation and Conciliation Service (FMCS). If the Federal Mediation and Conciliation Services is unavailable or unable to hear this dispute then the Parties shall jointly submit the dispute to the American Arbitration Association and shall request a panel of seven (7) arbitrators.

Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the District and the Chapter shall have the right to strike two (2) names from the panel. The order of alternate striking shall be determined by a coin toss, with the losing party striking the first and third names. The person remaining shall be the arbitrator. The arbitrator shall fix the time and place of the hearing, which shall be as soon as possible after their selection subject to the reasonable availability of Chapter and District representatives.

The District and Chapter shall have the right to request the Arbitrator to require the presence of witnesses or documents. Both Parties may retain the right to employ legal counsel at their own expense

The power of the Arbitrator shall be limited to the interpretation and application of the written terms of this Agreement. In no event may the terms and provisions of the Agreement be deleted, modified or amended by the Arbitrator. The Arbitrator shall consider and decide only the specific issue raised by the Grievance as originally submitted in writing to the District and shall have no authority to make their decision on any issue not so submitted to them. The Arbitrator shall submit in writing their decision within thirty (30) calendar days following close of the hearing or submission of briefs by the Parties, whichever is later, unless the Parties agree to an extension. In the event the Arbitrator finds a violation of the Agreement, the Arbitrator shall determine an appropriate remedy. The decision of the Arbitrator shall be final and binding on the Parties. No decision or remedy of the Arbitrator shall be retroactive beyond the period specified in Step One of this Grievance Procedure.

Section 13.2 Fees and Expenses of Arbitration

The fee and expenses of the Arbitrator and the cost of the written transcript, if requested by both Parties, shall be divided equally between the District and the Union. Each Party shall fully bear the expense of preparing and presenting its own case including the costs of witnesses and other persons it requires to attend the arbitration hearing. Should only one Party request a transcript, that Party shall pay for the full cost of the transcript.

Section 13.3 Forms

The Union shall furnish mutually acceptable Grievance forms, which shall be used by both Parties.

Section 13.4 General Rules

Any decision not 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 appealed to the next step. However, time limits at each step may be extended by mutual written agreement of the Chapter and the District.

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

ARTICLE XIV
NON-DISCRIMINATION

Section 14.1 Non-Discrimination

In accordance with applicable law, both the District and the Chapter agree not to discriminate against any employee covered by this Agreement in a manner which would violate federal or state laws on the basis of race, sex, creed, religion, color, marital status, age, national origin, political affiliation and/or beliefs, mental and/or physical disability, or Chapter membership.

Section 14.2 Reasonable Accommodations

The Parties recognize the District has a right to take any actions deemed necessary to be in compliance with the requirements of the Americans with Disabilities Act and other applicable state and federal laws with respect to employees who have a disability and/or those who are pregnant or have a medical condition related to pregnancy or childbirth. The Chapter agrees to work cooperatively with the District to determine if a reasonable accommodation is available and medically necessary as required by law.

Section 14.3 Chapter Activity

The District and Chapter agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by law or by this Agreement, or on account of membership or non-membership in, the Chapter.

Section 14.4 Administrative Remedy

Any dispute related to the application or construction of this Article may be submitted and processed in accordance with the Grievance Procedure through Step Three only. If not resolved earlier, a dispute related to the application of this Article will be addressed pursuant to the procedures of the applicable administrative agency and not through the Grievance Procedure.

ARTICLE XV
INVESTIGATIONS CONCERNING EMPLOYEES

Section 15.1 Right to Representation

Employees who are required to submit to an investigating interview in which allegations of misconduct might result in discipline in which the employee being interviewed might be subject to discipline, shall be entitled to representation by a Chapter Officer during the investigatory meeting. The Parties recognize that a representative present during such an investigatory interview does not have the right to present evidence or argument on behalf of the affected employee, and that neither the affected employee nor the representative may interrupt or interfere with the interview except to the extent allowed the applicable provisions of the Act. The Parties agree that the request of a representative by the employee will not unreasonably delay the scheduling of the investigatory interview.

Section 15.2 Discipline

The District agrees with the tenets of corrective and progressive discipline in appropriate but not all cases. The Parties recognize that some offenses are so severe that immediate termination or another penalty is appropriate due to the circumstances involved and/or the employee's overall record even if all prior progressive discipline steps were not exhausted. Non-probationary employees may only be disciplined for just cause.

Section 15.3 Right to Investigate

The District agrees to abide by the lawful requirements of the "Uniform Peace Officer's Disciplinary Act", 50 ILCS 725/1, et seq.

Section 15.4 Procedure of Discipline

If the District has reason to discipline an employee, it will document the disciplinary action in writing and make appropriate efforts to do so in a manner that will not unduly embarrass the employee before other fellow employees or members of the public.

Section 15.5 Discipline and Discharge Investigations

All complaints regarding an employee's alleged behavior or wrongdoing will be investigated, regardless of the source of the complaint. All initial complaints will be taken by any member of the Department, who will make a written record of the complaint and report it to the appropriate supervisor, according to the District's personnel policies applicable to Department employees. Affected employees shall be notified promptly when the Chief has determined that an internal investigation has been completed. No employee will be disciplined based solely upon an anonymous, unverified allegation of wrongdoing but this complaint may be used as corroborating evidence by the District in an investigation.

Section 15.6 Disciplinary Authority

Part 1. Chief's Authority. The Chief shall have such disciplinary authority as is inherent in their position, plus the disciplinary authority referenced in the District's Employee Handbook.

a. To issue written warnings, written reprimands, disciplinary suspensions of employees up to ten (10) working days, demotion and termination. A suspension without pay of greater than ten (10) days may not be imposed without the approval of the Executive Director. Such disciplinary action is subject to an appeal of the disciplinary action in accordance with the provisions of this Agreement.

b. To suspend an officer with pay pending an investigation for such time as is necessary to complete the investigation. Such disciplinary action shall not be deemed final until the investigation to which it relates is completed, at which time the employee shall have the right to file a Grievance with respect to resulting disciplinary action, including discharge.

Part 2. Probationary Employees. Probationary employees may be disciplined and/or discharged without recourse to the Grievance Procedure. No Grievance or other appeal may be filed or processed under this Agreement for discharge or other disciplinary action of a probationary officer.

Part 3. Disciplinary Grievances. If an employee elects to file a Grievance as to a disciplinary suspension or discharge imposed upon them, the Grievance shall be processed in accordance with this Agreement, except as provided herein.

Part 4. Written warnings and verbal reprimands may be the basis of a Grievance through Step 3 of the Grievance Procedure only and may not be pursued to Arbitration.

Part 5. Finality of Decision and Judicial Review. An Arbitrator's decision with respect to a disciplinary suspension or discharge, if rendered in accordance with the terms of this Agreement, shall be final and binding on the officer, the Union, and the District, subject only to an appeal in accordance with the provisions of the Uniform Arbitration Act, as provided by Section 8 of the IPLRA, 5 ILCS 315/8.

Section 15.7 Use of Electronic Data for Discipline

Portable radio electronic data, or any other source of electronic data, including GPS data, shall not be used as the sole basis for implementing or investigating alleged misconduct by an employee. However, such information may be used as corroborating information by the District to support the imposition of disciplinary action or other remedy in the event of a violation of a rule or policy applicable to employees of the District.

The Union and employee will have access to the BWC and relevant surveillance data prior to completion of the investigation except in the event that the alleged misconduct involves an offense where the integrity of the officer is the primary basis of the investigation.

Section 15.8 Personnel Files

The District agrees to abide by the requirements of the Illinois Personnel Record Review Act, 820 ILCS 40/1.

ARTICLE XVI
MEDICAL, DENTAL, VISION AND LIFE INSURANCE

Section 16.1 Health Insurance Coverage

The District agrees to provide medical, dental, vision and life insurance for eligible employees covered by this Agreement and their eligible dependents when applicable.

Insurance coverage shall be the same as the coverage offered to other regular, full-time unrepresented employees of the District in accordance with the terms, scope, eligibility requirements, premium costs, deductible and other terms applicable at the time, including revisions adopted from time to time by the District. The District retains the right to change insurance carriers or to self-insure, to adopt a Health Maintenance Organization (HMO) or Preferred Provider Organization (PPO) plan and the District further reserves its right to institute, maintain and change cost containment, benefit, plan terms and deductibles and other provisions of the group insurance plan(s) provided that such changes are made applicable to other regular, full time unrepresented employees of the District.

Section 16.2 District Insurance Benefit Reciprocity

The Parties agree that if the District makes any changes, modifications or improvements with respect to any of the District's life insurance, vision, dental, or medical/hospitalization or other group insurance programs that are applicable to all other regular, full-time employees of the District, such changes, modifications, or improvements (including the cost sharing arrangements between the District and the employee) shall likewise be applicable to the employees covered by this Agreement on the same terms, conditions, eligibility requirement, caps on coverage/amounts, and on the same date that they are applicable to other full-time District employees who are not covered by this Agreement. This Section shall include eligibility to participate in the District's group health insurance opt-out program if available in the future to unrepresented employees, subject to the applicable terms of that program.

Section 16.3 Section 125 Cafeteria Plan

The District agrees to continue a Section 125 (IRS Code) Cafeteria Plan which includes a flexible spending account to provide coverage under which specified, incurred expenses may be reimbursed, including expenses not reimbursed under any other health plan and dependent care assistance programs. The District's contributions to this Cafeteria Plan are to be made on a pre-tax basis to pay for the qualified benefits. Such participation shall be voluntary by the employee. The terms and conditions of the plan documents in effect at the time will govern, including revisions adopted thereto from time to time by the District as applicable to other regular, full time employees of the District.

ARTICLE XVII
UNIFORMS

Section 17.1 Uniform Benefits

The Chief will determine the style and make of all required uniforms and equipment but if changes to the uniforms or equipment is made, the changes shall constitute an initial issue and shall be provided by the District at the District's expense.

The District will provide the initial set of required uniforms and required equipment comprised of five (5) sets of uniforms, vest and body armor to the newly hired employee at no cost to the employee. It is the employee's responsibility to clean and maintain the required uniforms and equipment items. The District reserves the right to determine the style and vendor for the uniforms, equipment and vest used by covered employees when paid by the District.

Equipment and uniforms issued to employees must be returned to the District at the time the employment relationship ends regardless of the reason. If an employee fails to return any equipment or uniforms upon termination, the employee will be charged for the costs involved and this may be collected through payroll deductions and/or offset against amounts otherwise available to the employee.

Section 17.2 Boot Allowance Program

The District will reimburse employees up to One Hundred and Fifty Dollars ($150) per calendar year for required safety shoes/boots. The Chief will determine the style, make and vendor used for the purchase of necessary and required safety shoes/boots or other footwear that is required as a condition of employment.

Section 17.3 Vests

The District agrees to provide each covered full time employee a ballistic-vest and exterior vest carrier, at the District's expense. The District agrees to replace said vest and vest carrier after five (5) years of continuous use (or pursuant to the manufacturer's recommendation), at no cost to the employee.

ARTICLE XVIII
OFF DUTY EMPLOYMENT

Section 18.1 Employment Outside Department

No employee shall engage in outside employment (including self-employment with or without compensation) unless the Chief or designee has approved the outside employment in writing prior to the employee's acceptance of the position. The Chief may restrict or prohibit secondary/off duty employment requests (or self-employment) in the best interest of Department operations but such requests for approval will not be unreasonably denied. No employee shall be allowed to wear District uniform while in the service of another employer except with the written permission of the Chief. No outside employment shall interfere with the regular duties of any

employee, nor shall said outside employment include any activity which could directly or indirectly negatively reflect on the District.

An employee who is approved for outside employment may be required to sign and comply with the indemnification and other waiver forms in place at the time and required by the District's third party liability insurance carrier.

ARTICLE XIX
SENIORITY

Section 19.1 Seniority Defined

Unless stated otherwise in this Agreement, "seniority" for the purpose of this Agreement shall be defined as an employee's length of continuous full-time service as a sworn officer with the District since the employee's last date of hire. If two or more sworn employees covered by this Agreement share the same date of hire, seniority shall be determined by the lowest assigned badge number.

Section 19.2 Determination of Seniority

Seniority shall be determined by Police Employees length of service within as described in Section 19.1. Time spent in the armed forces or on military leave of absence, time absent from work on family medical leave, sick leave, and time absent from work due to work-related duty disability, not on disability pension, shall be included. Employees do not earn or accrue seniority time when absent from duty in unpaid status, when on suspension in excess of ten (10) days or when absent without authorization or for any other purpose.

Section 19.3 Maintenance of Seniority List

A current and up-to-date seniority list showing the names and length of service of each Police Employee shall be maintained for inspection by members and shall be updated on an annual basis. The District shall not be responsible for any error in the seniority list unless such error is brought to the attention of the Chief in writing within fourteen (14) calendar days after the posting of the annual seniority list.

Section 19.4 Loss of Seniority

An employee shall forfeit their seniority rights, and the employment relationship will be terminated for all purposes if the employee:

a. Resigns;

b. Is discharged for just cause (probationary employees without cause);

c. Retires (voluntarily or pursuant to a legal mandatory retirement age);

d. Is laid off for a period in excess of twelve (12) months or the employee's length of service, whichever is less;

e. Fails to timely return to work following a notice of recall pursuant to the terms of this Agreement;

f. Does not perform work for the District for a period in excess of twelve (12) months except as otherwise required by law pursuant to the Public Employee Disability Act and/or the Illinois Workers' compensation law;

g. Is not reasonably expected to be released to return to work within twelve (12) months from the commencement of a medical leave and/or within a reasonable period of time (with or without reasonable accommodation) thereafter due to a documented disability of the employee;

h. Fails to timely return to work upon expiration of a leave of absence; or

i. Fails to report to work without notice (no call no show) for two (2) or more consecutive workdays without legitimate explanation and supporting documentation.

ARTICLE XX
ALTERNATIVE DUTY

Section 20.1 Alternate Temporary/Modified Duty

The District may require an employee who is on extended leave (as opposed to disability pension) to return to work in an available temporary alternate or modified work assignment that the employee is qualified to perform, when available. Employees assigned to a temporary alternate duty assignment will be compensated at their regular rate of pay while approved and assigned to work in such capacity. Employees will only be assigned to alternate duty assignments on a temporary basis when the District determines that the need exists and for so long as such needs exist. Nothing in this Section shall be construed to require the District to create alternate duty assignments for any employee(s).

ARTICLE XXI
GENERAL PROVISIONS

Section 21.1 Chapter Employees

Authorized representatives of the Chapter shall be permitted to visit the Department during working hours to talk with employees of the Chapter and/or representatives of the District concerning matters covered by this Agreement for reasonable periods of time, as long as it does not disturb or disrupt the normal operational activities. It is understood that these visits must be arranged and previously approved by the Chief or designee and such approval shall not be unreasonably withheld.

Section 21.2 Immunization and Inoculations

Unless otherwise covered by the District's group health insurance program, the District agrees to reimburse the employee for the reasonable cost of required inoculation(s) or

immunization shots for the employee (and members of the employee's household, if required) when such becomes necessary as a result of said employee's exposure to contagious diseases where, in determination of the Chief, said employee has been exposed to said disease in the line of duty.

Section 21.3 Fitness Examinations

If there is any question concerning an employee's fitness for duty, or fitness to return to duty after an extended absence (including layoff or Leaves of Absence), the District may require that the employee have an examination by a qualified and licensed physician or other appropriate medical professional selected and paid by the District. Such an examination shall be required for any employee who has been performing other than their regular duties or has been on administrative leave following a "critical incident" (e.g., officer-involved shooting).

If the District determines that an employee is not fit for duty after receiving the results of any examination/test, the District may place the employee on leave of absence for a reasonable period of time. While on leave pursuant to this Section, the employee is required to use paid benefit time in lieu of taking otherwise unpaid leave time off. If there is a dispute about whether the District properly placed an employee on leave pursuant to this Section, the employee may challenge the reasonableness of the decision for which a grievance may be initiated at Step 3 of the Grievance Procedure.

Section 21.4 Body Worn Cameras

Body worn camera use shall be governed by the provisions set forth in the Policy attached as Appendix C to this Agreement.

Section 21.5 Officer Involved Shooting Protocol

Pursuant to the Illinois Police and Community Relations Improvement Act, 50 ILCS 727/ 1-25, all employees involved in an "officer involved shooting" ("OIS") will be required to submit to a drug and alcohol testing prior to the end of their shift. For the purpose of clarity, the Parties agree that a person "involved in" an officer involved shooting is defined to mean any officer who discharged a firearm thereby causing injury or death to a person or persons.

If multiple officers discharged their firearm and it is unclear whose bullet struck the person or persons, then all officers who discharged their firearm in the direction of the subject shall be required to submit to drug and alcohol testing. The Parties agree that the term "involved in" an officer-involved shooting does not include officers who did not discharge their weapon even if they were providing other forms of support or assistance during the call. Nor does the term "involved in" include officers who discharged their weapons when it is undeniably clear their projectiles did not actually strike any person or persons. The Parties agree that any drug or alcohol test required pursuant to this Agreement shall be considered a compelled, non-voluntary drug or alcohol test under threat of disciplinary action. Such testing shall only be done by urinalysis or breathalyzer. Blood tests shall only be administered with a warrant, unless the officer otherwise consents (or is incapable of consenting for medical reasons). This does not limit the District's right to obtain test results via other available legal processes.

ARTICLE XXII
DRUG AND ALCOHOL TESTING

Section 22.1 Drug and Alcohol Testing

As a condition of employment, covered employees are required to comply with the District's then-applicable Alcohol and Drug Testing Policy in the District's Employee Handbook that is incorporated by reference to this Agreement and attached as Appendix D.

ARTICLE XXIII
SAVINGS CLAUSE

Section 23.1 Savings Clause

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

ARTICLE XXIV
ENTIRE AGREEMENT

Section 24.1 Entire Agreement

This Agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining with respect to mandatory subjects of bargaining during the term of this Agreement. This Agreement supersedes and cancels all prior practices and Agreements, whether written or oral, which conflict with the express terms of this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the parties waive the right to negotiate on any issue, whether known or unknown, and that the understandings and agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement. If a past practice is not expressly addressed in this Agreement, it may be changed by the District pursuant to the Management Rights clause referenced in Article III.

Before making any changes in working conditions not contained in this Agreement which are mandatory topics of bargaining, the District shall notify the Union of its intention to make the proposed changes. Upon such notification, and if requested by the Union, the District shall meet with the Union and negotiate such changes before they are implemented (if required by law to do so).

Section 24.2 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 June 30, 2029. It shall be automatically renewed from year to year

thereafter unless either party shall notify the other in writing at least sixty (60) calendar days prior to the anniversary date and not earlier than one hundred twenty (120) calendar days that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) calendar days prior to the anniversary date.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new Agreement is reached if required by law.

Executed this day of May 12, 2026.

Metropolitan Alliance Of Police Forest Preserve District of Kane County Police Chapter #315

M Kelly #162

President, Forest Preserve District of Kane County Police M.A.P. Chapter #315

K. d S

Keith George
President, Metropolitan Alliance of Police (M.A.P.)

Forest Preserve District of Kane County

Bill Lenert

~~William~~ Lenert
President – Forest Preserve District of Kane County

APPENDIX A
SALARY SCHEDULES

District Step Schedule for Police Officers Effective 7/1/25		
Step	Hourly Rate	Annual Rate
1	$32.83	$68,276.21
2	$33.65	$69,988.46
3	$34.49	$71,743.57
4	$35.36	$73,541.52
5	$36.24	$75,382.11
6	$37.15	$77,270.34
7	$38.07	$79,186.22
8	$39.03	$81,182.40
9	$40.01	$83,215.60
10	$41.01	$85,291.86
11	$42.03	$87,432.18
12	$43.08	$89,615.34

District Step Schedule for Police Officers Effective 7/1/26 (2.5% Market Adjustment)		
Step	Hourly Rate	Annual Rate
1	$33.65	$69,983.11
2	$34.49	$71,738.18
3	$35.35	$73,537.16
4	$36.24	$75,380.06
5	$37.15	$77,266.66
6	$38.08	$79,202.09
7	$39.02	$81,165.88
8	$40.01	$83,211.96
9	$41.01	$85,295.99
10	$42.03	$87,424.15
11	$43.09	$89,617.98
12	$44.16	$91,855.73

District Step Schedule for Police Officers Effective 7/1/27 (2.0% Market Adjustment)		
Step	Hourly Rate	Annual Rate
1	$34.32	$71,382.78
2	$35.18	$73,172.94
3	$36.06	$75,007.90
4	$36.97	$76,887.66
5	$37.89	$78,812.00
6	$38.84	$80,786.14
7	$39.80	$82,789.20
8	$40.81	$84,876.20

District Step Schedule for Police Officers Effective 7/1/27 (2.0% Market Adjustment)		
Step	Hourly Rate	Annual Rate
9	$41.83	$87,001.91
10	$42.87	$89,172.64
11	$43.95	$91,410.34
12	$45.04	$93,692.84

District Step Schedule for Police Officers Effective 7/1/28 (2.0% Market Adjustment)		
Step	Hourly Rate	Annual Rate
1	$35.01	$72,810.43
2	$35.88	$74,636.40
3	$36.78	$76,508.06
4	$37.70	$78,425.41
5	$38.65	$80,388.24
6	$39.62	$82,401.86
7	$40.60	$84,444.98
8	$41.62	$86,573.72
9	$42.66	$88,741.95
10	$43.73	$90,956.09
11	$44.83	$93,238.55
12	$45.95	$95,566.70

1. Effective July 1, 2026 employees will be placed at the step corresponding to their full years of service in their current position as of 12/31/26.
2. Employees will receive the market adjustment to the range and their step increase simultaneously on July 1 of each year the contract is in effect.
3. The market adjustment made to the range on July 1 will be no less than that provided to all other non-represented staff of the District of each year the contract is in effect.
4. After the completion of a full year of service at step 12 of the salary schedule, employees will receive a 2.5% non-cumulative stipend (applied to base for OT calculations) on July 1 of each year the contract is in effect.
5. Employees will receive a one-time cash award of $15 per year of service beginning at 5 years, payable at each five year increment ($75 at year 5, $150 at year 10, $225 at year 15, etc.) in recognition of their longevity.

APPENDIX B
DUES DEDUCTION

I _____ hereby authorize my Employer, the Forest Preserve District of Kane County and the Forest Preserve District of Kane County Police Department, to deduct from my wages the uniform amount of monthly dues set by the Metropolitan Alliance of Police Forest Preserve District of Kane County Police Officers Chapter #315, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties.

Signature: _____

Date: _____

Address: _____

City _____ State: _____ Zip: _____

Telephone: _____

Please remit all dues deductions to: 235 Remington Blvd., Suite B Bolingbrook, IL 60440

APPENDIX C
BODY WORK CAMERA POLICY

Portable Audio/Video Recorders

424.1.1 PURPOSE AND SCOPE

This policy provides guidelines for the use of portable audio/video recording devices by members of this department while in the performance of their duties (50 ILCS 706/10-20). Portable audio/ video recording devices include all recording systems whether body-worn, hand-held or integrated into portable equipment.

This policy does not apply to mobile audio/video recordings, interviews or interrogations conducted at any Forest Preserve District of Kane County Public Safety Department facility, authorized undercover operations, wiretaps or eavesdropping (concealed listening devices). Like all G.O.'s this Policy is subject to change for operational reasons

424.1.2 DEFINITIONS

Definitions related to this policy include (50 ILCS 706/10-10):

Body-worn camera or camera - An electronic camera system for creating, generating, sending, receiving, storing, displaying, and processing audiovisual recordings that may be worn about the person of a law enforcement officer.

Law enforcement-related activities - Activities in which the member is enforcing the law, including traffic or pedestrian stops, arrests, searches, interrogations, investigations, pursuits, crowd, and traffic control. It does not include tasks unrelated to the investigation of a crime such as participating in town halls or other community outreach; helping a child find the child's parents; providing death notifications; performing in-home or hospital well-being checks on the sick, elderly, or persons presumed missing; or completing paperwork while alone, participating in training in a classroom setting, or is only in the presence of another law enforcement officer.

Portable recorder or recorder - Either an audio-only recording device or a body-worn camera.

424.2 POLICY

The Forest Preserve District of Kane County Public Safety Department may provide members with access to portable recorders, either audio or video or both, for use during the performance of their duties. The use of recorders is intended to enhance the mission of the Department by accurately capturing contacts between members of the Department and the public (50 ILCS 706/10-15).

424.3 BODY-WORN CAMERA COORDINATOR

The Chief of Police or the authorized designee should designate a coordinator responsible for (50 ILCS 706/10-20):

a. Identifying members who are assigned body-worn cameras.

b. Identifying members permitted to access recordings in order to redact or duplicate recordings.

c. Establishing procedures for:

1. The care and maintenance of body-worn cameras, including reasonable efforts to be made by supervisors to correct or repair body-worn camera equipment upon notice from a member experiencing technical difficulties, failures, or problems with the equipment.

2. Compliance with the Law Enforcement Officer-Worn Body Camera Act and guidelines established by the Illinois Law Enforcement Training and Standards Board (ILETSB) for the use of body-worn cameras.

3. Security of recordings including access controls.

4. Redacting and duplicating recordings.

5. Supervisor and member review of recordings.

d. Providing an annual report to the ILETSB pursuant to 50 ILCS 706/10-25.

e. Ensuring the [Department/Office] uses authorized body-worn camera recording media (50 ILCS 706/10-10).

424.4 MEMBER PRIVACY EXPECTATION

All recordings made by members on any department-issued device at any time, and any recording made while acting in an official capacity of this department, regardless of ownership of the device it was made on, shall remain the property of the Department. Members shall have no expectation of privacy or ownership interest in the content of these recordings.

424.5 MEMBER RESPONSIBILITIES

Prior to going into service, each uniformed member will be responsible for making sure that they are equipped with a portable recorder issued by the Department, and that the recorder is in good working order. If the recorder is not in working order or the member becomes aware of a malfunction at any time, the member shall promptly report the failure to their supervisor and obtain a functioning device as soon as reasonably practicable (50 ILCS 706/10-20). Uniformed members should wear the recorder in a conspicuous manner or otherwise notify persons that they are being recorded, whenever reasonably practicable.

Any member assigned to a non-uniformed position may carry an approved portable recorder at any time the member believes that such a device may be useful. Unless conducting a

lawful recording in an authorized undercover capacity, non-uniformed members should wear the recorder in a conspicuous manner when in use or otherwise notify persons that they are being recorded, whenever reasonably practicable.

When using a portable recorder, the assigned member shall record their name, FPDKCPD identification number and the current date and time at the beginning and the end of the shift or other period of use, regardless of whether any activity was recorded. This procedure is not required when the recording device and related software captures the user's unique identification and the date and time of each recording.

Members should document the existence of a recording in any report or other official record of the contact, including any instance where the recorder malfunctioned or the member deactivated the recording. Members should include the reason for deactivation.

424.6 ACTIVATION OF THE AUDIO/VIDEO RECORDER

This policy is not intended to describe every possible situation in which the portable recorder should be used, although there are many situations where its use is appropriate. Members should activate the recorder any time the member believes it would be appropriate or valuable to record an incident.

Members wearing body-worn cameras and any clothing or any indication they are law enforcement shall have the body-worn camera turned on at all times while they are on-duty and are responding to calls for service or engaged in law enforcement-related activities (50 ILCS 706/10-20).

Other portable recorders should be activated in any of the following situations:

(a) All enforcement and investigative contacts including stops and field interview situations

(b) Traffic stops including, but not limited to, traffic violations, stranded motorist assistance and all crime interdiction stops

(c) Self-initiated activity in which an officer would normally notify Dispatch

(d) Any other contact that becomes adversarial after the initial contact in a situation that would not otherwise require recording

If exigent circumstances prevent an officer from turning on a body-worn camera when required, the camera shall be turned on as soon as practicable (50 ILCS 706/10-20).

Members shall not record interactions with confidential informants unless exigent circumstances exist or the informant has or is committing a crime (50 ILCS 706/10-20).

Members should remain sensitive to the dignity of all individuals being recorded and unless recording with a body-worn camera is required, exercise sound discretion to respect privacy by discontinuing recording whenever it reasonably appears to the member that such privacy may

outweigh any legitimate law enforcement interest in recording. Requests by members of the public to stop recording should be considered using this same criterion. Recording should resume when privacy is no longer at issue unless the circumstances no longer fit the criteria for recording.

At no time is a member expected to jeopardize their safety in order to activate a portable recorder or change the recording media. However, the recorder should be activated in situations described above as soon as reasonably practicable.

424.6.1 CESSATION OF RECORDING

Once activated, the portable recorder should remain on continuously until the member reasonably believes that the member's direct participation in the incident is complete or the situation no longer fits the criteria for activation. Recording may be stopped during significant periods of inactivity such as report writing or other breaks from direct participation in the incident.

Body-worn cameras shall be turned off when a victim, a witness, or a community member reporting a crime requests that the camera be turned off. The request should be captured on the recording. However, an officer may continue to record or resume recording a victim or witness if exigent circumstances exist or the officer has a reasonable articulable suspicion that the victim or witness has committed or is in the process of committing a crime. Under these circumstances, the officer should indicate on the recording the reason for continuing to record despite the request of the victim or witness (50 ILCS 706/10-20).

Officers are permitted to turn off body-worn cameras while inside a patrol car equipped with Mobile Audio/Video (MAV). Cameras may also be turned off when the officer is not engaged in law enforcement-related activities (50 ILCS 706/10-20).

424.6.2 SURREPTITIOUS USE OF THE PORTABLE RECORDER

Illinois law prohibits any individual from surreptitiously recording any conversation in which any party to the conversation has a reasonable belief that the conversation is private or confidential (720 ILCS 5/14-2).

However, officers using body-worn cameras are not prohibited from recording a private conversation if the person is provided notice of the recording and proof of that notice is captured on the recording. If exigent circumstances exist that prevent the officer from providing notice, notice must be provided as soon as practicable (50 ILCS 706/10-20).

Members shall not surreptitiously record another department member without a court order unless lawfully authorized by the Chief of Police or the authorized designee.

424.6.3 EXPLOSIVE DEVICE

Many portable recorders, including body-worn cameras and audio/video transmitters, emit radio waves that could trigger an explosive device. Therefore, these devices should not be used where an explosive device may be present.

424.7 PROHIBITED USE OF PORTABLE RECORDERS

Members are prohibited from using department-issued portable recorders and recording media for personal use and are prohibited from making personal copies of recordings created while on- duty or while acting in their official capacity.

Members are also prohibited from retaining recordings of activities or information obtained while on-duty, whether the recording was created with department-issued or personally owned recorders. Members shall not duplicate or distribute such recordings, except for authorized legitimate department business purposes. All such recordings shall be retained at the Department.

Members are prohibited from using personally owned recording devices while on-duty without the express consent of the Sergeant. Any member who uses a personally owned recorder for Recordings shall not be used by any member for the purpose of embarrassment, intimidation or ridicule.

424.8 IDENTIFICATION AND PRESERVATION OF RECORDINGS

To assist with identifying and preserving data and recordings, members should download, tag or mark these in accordance with procedure and document the existence of the recording in any related case report.

A member should transfer, tag or mark recordings when the member reasonably believes:

(a) The recording contains evidence relevant to potential criminal, civil or administrative matters.

(b) A complainant, victim or witness has requested non-disclosure.

(c) A complainant, victim or witness has not requested non-disclosure, but the disclosure of the recording may endanger the person.

(d) Disclosure may be an unreasonable violation of someone's privacy.

(e) Medical or mental health information is contained.

(f) Disclosure may compromise an undercover officer or confidential informant.

(g) The recording or portions of the recording may be protected under the Freedom of Information Act or the Law Enforcement Officer-Worn Body Camera Act (5 ILCS 140/7.5; 50 ILCS 706/10-20).

Any time a member reasonably believes a recorded contact may be beneficial in a non-criminal matter (e.g., a hostile contact), the member should promptly notify a supervisor of the existence of the recording.

424.8.1 BODY-WORN CAMERAS

With respect to body-worn camera recordings, the recording member and supervisor are prohibited from redacting, duplicating, or altering the recording (50 ILCS 706/10-20).

424.9 RETENTION OF RECORDINGS

All recordings other than those made with body-worn cameras shall be retained for a period consistent with the requirements of the organization's records retention schedule but in no event for a period less than 90 days unless the recordings are made a part of an arrest or the recordings are deemed evidence in any criminal, civil, or administrative proceeding and then the recordings must only be destroyed upon a final disposition and an order from the court (720 ILCS 5/14-3(h-15)).

424.9.1 RETENTION REQUIREMENTS FOR BODY-WORN CAMERA RECORDINGS

Recordings made on body-worn cameras shall be retained for 90 days. Recordings shall not be altered, erased, or destroyed prior to the expiration of the 90-day storage period. In the event any recording is altered, erased, or destroyed prior to the expiration of the 90-day storage period, the Chief of Police shall maintain a written record including the name of the individual who made such alteration, erasure, or destruction, and the reason for any such alteration, erasure, or destruction for one year (50 ILCS 706/10-20).

After the 90-day storage period, recordings must be destroyed unless any of the following occur (50 ILCS 706/10-20):

(a) A formal or informal complaint has been filed.

(b) The officer discharged a firearm or used force during the encounter.

(c) Death or great bodily harm occurred to any person in the recording.

(d) The encounter resulted in a detention or arrest other than a traffic stop resulting in only a minor traffic offense or a petty offense with a fine of more than $1,000.

(e) The officer is the subject of an internal investigation or otherwise being investigated for possible misconduct.

(f) The supervisor of the officer, prosecutor, defendant, or court determines that the encounter has evidentiary value in a criminal prosecution.

(g) The recording officer requests that the video be retained for official purposes related to the officer's official duties or believes that it may have evidentiary value in a criminal prosecution.

Under these circumstances, the recording of the encounter shall not be altered or destroyed for two years. If the recording is used in a criminal, civil, or administrative proceeding, the recording shall not be destroyed except upon a final disposition and order from the court.

Recordings may be retained any time a supervisor designates the recording for training purposes and may be viewed by officers, in the presence of a supervisor or training instructor, for the purposes of instruction, training, or ensuring compliance with [department/office] policies.

RELEASE OF AUDIO/VIDEO RECORDINGS

Requests for the release of audio/video recordings shall be processed in accordance with the Records Maintenance and Release Policy.

REVIEW OF RECORDED MEDIA FILES

When preparing written reports, members should review their recordings and use them as a resource. However, members shall not retain personal copies of recordings. Members should not use the fact that a recording was made as a reason to write a less detailed report.

Supervisors are authorized to review relevant recordings any time they are investigating alleged misconduct or reports of meritorious conduct or whenever such recordings would be beneficial in reviewing a member's performance.

The supervisor of the recording member shall document in the report or other documentation if the supervisor or the recording member reviewed body-worn camera recordings prior to completing the report or other documentation.

No member shall have access to or review the member's own body-worn camera recordings or the body-worn camera recordings of another officer prior to completing reports or other documentation when the member:

(a) Has been involved in or is a witness to an officer-involved shooting, use of deadly force incident, or use of force incident resulting in great bodily harm.

(b) Is ordered to write a report in response to or during the investigation of a misconduct complaint against the member.

If the member prepares a report related to the circumstances listed above, subject to a supervisor's approval, a member may file a supplemental report after viewing body-worn camera recordings. The member shall document in the supplemental report that the member reviewed recordings (50 ILCS 706/10-20).

Recorded files may also be reviewed:

- Upon approval by a supervisor, by any member of the Department who is participating in an official investigation, such as a personnel complaint, administrative investigation, or criminal investigation.

- Pursuant to lawful process or by court personnel who are otherwise authorized to review evidence in a related case.

- By media personnel with permission of the Chief of Police or the authorized designee.

- In compliance with a public records request, if permitted, and in accordance with the Records Maintenance and Release Policy.

All recordings should be reviewed by the Custodian of Records prior to public release (see the Records Maintenance and Release Policy). Recordings that unreasonably violate a person's privacy or sense of dignity should not be publicly released unless disclosure is required by law. order of the court. Like all personnel policies, this G.O. is subject to change for business reasons deemed appropriate by Chief or designee.

APPENDIX D
ALCOHOL AND DRUG TESTING POLICY

4.10 ALCOHOL AND DRUG TESTING POLICY FOR CDL EMPLOYEES

POLICY:

It is the policy of the Forest Preserve District of Kane County to establish guidelines and adhere to applicable regulations in order to maintain drug and alcohol-free workplace and reduce the probability of accidents or incidents related to the misuse of alcohol or controlled substances.

ELIGIBILITY

- All employees who are required to hold a valid Commercial Driver's License (CDL) shall adhere to the Alcohol and Drug Testing Policy for CDL Employees.

GUIDELINES:

a. In an effort to promote public safety and to help prevent accidents and injuries, the U.S. Department of Transportation (DOT) instituted regulations that establish a zero-tolerance level for the presence of alcohol or controlled substances in the system of any individual who operates or maintains a commercial class vehicle.

b. DOT regulations establish testing requirements to help ensure compliance with the alcohol and controlled substance prohibitions. The controlled substances prohibited by the DOT regulations are: Marijuana/THC, Cocaine, Opiates (codeine, morphine & heroine), Amphetamines, and Phencyclidine (PCP). Employees who violate this policy are subject to disciplinary action, up to and including termination of employment.

c. Unlawful use of drugs and alcohol poses a number of risks. Alcohol and drug abuse can lead to a number of health problems, such as lung cancer, obstructive pulmonary disease, chronic respiratory infections, liver disease, high blood pressure, cardiac disease, and seizures. Drug abusers are at an increased risk for AIDS and hepatitis.

d. The impairments drugs cause mean users (and their nearby coworkers) suffer more accidental injuries and motor vehicle accidents. Drugs can also rob the user of their ability to place for and reach long-term goals, to deal constructively with stress and anxiety, or to have successful and satisfying friendships and family relationships. Because drug use is unlawful, lives can be ruined when users are arrested, jailed, or injured by drug-related violence.

e. All full-time employees have access to the District's confidential Employee Assistance Program (EAP) for information and assistance with alcohol or drug use. Full-time employees may obtain information about the District's EAP through their immediate supervisor or Human Resources. Detail can also be found in the Employee Assistance Program (EAP) section of this Handbook.

f. Affected Employees include:

i. All employees who are required to have a valid CDL driver's license as a condition of employment and operate a commercial vehicle for the District, including full-time and part-time employees, are subject to these alcohol and drug procedures, restrictions, and requirements.

ii. The above employees are subject to these procedures and regulations at all times while on duty including all overtime and call back time. An exception may be made by the Executive Director to exempt an employee from alcohol use restrictions if the employee is attending off site training and is not expected to return to duty for the remainder of the day.

g. To meet the DOT regulations, the following requirements are placed upon affected employees. Exceptions to these requirements may be made by a Department Head or Human Resources in making temporary work assignments for employees.

a. Affected employees will not consume or possess any product containing alcohol or controlled substances while on duty.

b. Affected employees will not report for duty while there is any alcohol or controlled substance in their system (unless the use is pursuant to the instruction of a physician who has been informed of the affected employee's job duties and has advised the affected employee that the substance does not adversely affect his ability to safely perform his job).

c. Affected employees cannot report for duty within four (4) hours of having consumed alcohol and may not perform safety-sensitive functions (this includes, but is not limited to, operating motor vehicles or equipment) within four (4) hours after consuming alcohol.

d. Affected employees must immediately report for testing when so ordered and must cooperate with testing personnel and procedures.

e. Affected employees must agree to release testing results to the District and to the Substance Abuse Professional (SAP) and to release the substance abuse professional's report.

f. Affected employees cannot consume alcohol for eight (8) hours following an accident involving a death or an accident for which the employee received a moving violation for their operation of a commercial class vehicle which contributed to the accident, or until the employee undergoes a post-accident or controlled substance test, whichever occurs first. The employee must remain available for testing for a period of eight (8) hours for an alcohol test or 72 hours for a controlled substance test.

PROCEDURES:

Detailed descriptions of the testing procedures are contained in the Department of Transportation's Regulations. A brief description of the testing procedures follows:

(2) Alcohol Test

a. Employee immediately reports to the designated testing facility, shows a valid photo identification card and signs testing form.

b. Employee blows into alcohol testing device. If employee cannot exhale sufficient quality of air through the machine for a complete test, a medical exam will be performed.

c. If test results are negative, the employee will return to work. Results will be reported to Human Resources.

d. If test results are positive, another test will be performed after a fifteen (15)-minute wait, but before twenty (20) minutes. The employee may not eat or drink anything during the waiting period for the retest.

e. If retest results are negative, the test is reported to Human Resources as negative.

f. If retest results are positive, the test results are immediately reported to Human Resources. The employee will not be allowed to return to work and arrangements will be made to drive the employee home.

(3) Controlled Substances Test

a. Testing will only be performed for the five (5) controlled substances prohibited by the DOT

regulations - Marijuana, Cocaine, Amphetamines, Opiates, and PCP.

b. Employee immediately reports to the designated testing facility, shows a valid photo identification card and signs the testing form.

c. Employee provides a urine sample. If unable to provide a sufficient quantity for testing, the employee will be asked to drink water (up to twenty-four (24) oz. in two (2) hours) and attempt test again.

d. Medical personnel will perform required testing to verify that the specimen sample has not been tampered with. Employees will return to work upon completion of testing.

e. The sample is sent to the lab where it is split in half. A screening test is performed on a portion of one of the sample splits. If negative results are obtained, the testing is reported as negative to the Medical Review Officer (MRO), who in turn reports negative results to Human Resources.

f. If screening tests are positive, sophisticated confirmation testing is performed on the rest of the split sample. Results are reported to the MRO. If negative, the MRO reports a negative result to Human Resources.

g. If the results are positive, confirming the presence of one of the five (5) controlled substances, the MRO will contact the employee to talk over the results of the test to determine if there is a legitimate clinical reason for the presence of the drug, and will decide if test results are negative or positive. If the employee cannot be reached by the MRO within seventy-two (72) hours, the MRO will determine the test results as positive. The MRO reports to Human Resources test results as positive.

h. If test results are positive, the employee will be removed from all safety sensitive duties including, but not limited to, operating or maintaining a commercial class vehicle. The employee will have seventy-two (72) hours in which to request a retest of the second split sample and can request that the split

sample be tested at a second lab. A negative retest of the split sample will cancel the first positive results.

(4) When Testing is Performed

Note that testing required by this policy must be performed separately from and take precedence over any other testing for drugs or alcohol that may be conducted. Other testing may be performed separately only after testing required by this policy has been completed. Results from testing not conducted under this policy and in accordance with DOT regulations should not be considered for purposes of this policy.

a. Pre-employment Testing

1. Before a new employee is hired (post offer) or before an existing employee may be transferred to a position in which operating or maintaining a commercial class vehicle is required, both alcohol and controlled substance testing is required.

2. Alcohol test results must be below 0.04 and controlled substances negative or the employee cannot be hired to the position without a substance abuse professional evaluation. There is no requirement that the prospective employee be hired or that they see the MRO or SAP, but an attempt must be made to inform the prospective employee of the test results and to seek an evaluation.

3. In addition to submitting to testing, the prospective employee must supply the District with the names of all firms for which they have been employed in the previous two (2) years operating or maintaining commercial class vehicles.

4. The District will conduct a pre-employment full query of the DOT's database containing records of drug and alcohol program violations (referred to as the Clearinghouse).

   (a) Violations include whether the prospective employee has: (i) a verified positive, adulterated or substituted controlled substances test result, (ii) an alcohol confirmation test of 0.04 or higher, (iii) refused to submit to a test in violation of the Act, (iv) an employer has reported actual knowledge the prospective employee used alcohol on duty or before duty or following an accident; or, (v) used a controlled substance.

5. As required, the District will continue to contact employers manually for the same information through January 6, 2023.

6. The District will report the above categories of information to the Clearinghouse as it is collected.

7. The prospective employee must cooperate fully with the District in obtaining from each of the previous employer's results of any positive test, SAP's reports and any refusals to test.

8. The District will adhere to related record retention requirements.

b. Random Testing

1. All affected employees will be placed in a pool from which random selections for testing will be made. Random testing will be for both alcohol and controlled substances. A driver may only be tested for alcohol while the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing such functions.

2. The annual rate of testing for the entire pool will be as directed by the U.S. Secretary of Transportation, currently ten percent (10%) per year for alcohol and fifty percent (50%) per year for illegal drugs.

3. Every employee in the selection pool has an equal chance of being selected each time the clinic draws names.

4. Selection for testing will be performed on a sufficiently random basis by a neutral third party. Employees will not know when testing is complete for the year nor when to anticipate the next selection.

5. A surplus of names will be generated so that another selection may be made in place of an employee who is temporarily on leave.

6. The District will adhere to the Clearinghouse reporting requirements for positive random test results. Refusal to test or failure to cooperate with testing may also be subject the Clearinghouse reporting requirements.

c. Reasonable Suspicion Testing

1. When a supervisor has reason to believe that an employee has alcohol or controlled substances in their system, he must contact another supervisor, manager or Department Head who will also observe the employee. If both supervisors are in agreement, the Director of Human Resources will be notified of the situation, and the employee will be driven to the designated testing facility for alcohol or controlled substances testing as appropriate. While the Agency may elect to require testing under a non-DOT regulated policy, alcohol testing under this policy is permitted only if the observations are made during, just preceding, or just after the period of the work day that the driver is required to be in compliance with this part. A driver may be directed to undergo reasonable suspicion

testing under this policy while the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing such functions.

2. The supervisor's determination must be based upon specific, describable, current observations of the employee's appearance, behavior, speech or body odor. The observations also may include indications of the chronic and withdrawal effects of controlled substances. Possession alone is not sufficient cause to require the employee to submit to testing.

3. When a reasonable suspicion determination has been made, the employee must immediately stop operation or maintenance of a commercial class vehicle, District vehicle or equipment.

4. The employee will be informed of his right to consent or refuse testing and the consequences of refusing testing or failing an alcohol or drug test.

5. A Human Resources representative will notify the designated testing facility that the employee will be reporting for testing. The employee under suspicion must be accompanied to the testing facility by their supervisor or his designee. If the Director of Human Resources is not available, the employee's department can notify the testing facility.

6. If an employee refuses to submit to a test, they will be required to call someone to drive them home. If unable to find someone, the District will provide transportation to the employee's home. If the employee insists on driving themself, the police will be called and notified.

7. Testing for alcohol reasonable suspicion should be performed within two (2) hours but cannot be conducted if eight (8) hours have passed since the determination was made. A written report must be submitted to Human Resources explaining why testing was not performed within two (2) hours. Controlled substances testing should be performed as soon as possible, but not after 32 hours since the determination was made.

8. The supervisor(s) making the determination must submit a signed written description to their Department Head and Human Resources, citing the specific observations which led to the reasonable suspicion testing. The written description should be submitted before the test results have been received.

9. The District will adhere to the Clearinghouse reporting requirements for positive reasonable suspicion test results under this policy. Refusal to test or failure to cooperate with testing may also be subject the Clearinghouse reporting requirements.

d. Post-Accident Testing

1. While the District may elect to require accident-related testing under a non-DOT regulated policy, a surviving driver of a commercial class vehicle involved in an accident in which a death occurred or for which the driver received a ticket for the operation of their commercial vehicle having contributed to the accident, will be tested for both alcohol and controlled substances under this policy.

2. The driver will remain readily available for testing after an accident until 32 hours have passed or earlier if a supervisor advises that testing will not be necessary.

3. A driver cannot consume any alcohol within eight (8) hours following an accident unless a supervisor advises that no testing will be required or testing has already been performed.

4. If a death occurs or a driving citation is issued, alcohol testing will be performed within two (2) hours, but no testing after eight (8) hours, and controlled substance testing within 32 hours. A written record must be submitted to Human Resources to be placed in a separate DOT file maintained for CDL employees explaining why alcohol testing could not be performed within two (2) hours if such is the case and a record if either testing could not be performed.

5. The District will adhere to the Clearinghouse reporting requirements for positive post-accident test results under this policy. Refusal to test or failure to cooperate with testing may also be subject the Clearinghouse reporting requirements.

e. Return to Duty Testing

1. Alcohol and controlled substances testing will be performed with negative test results (less than 0.02 alcohol) on all affected employees who:

2. Have been removed from duty of operating or maintaining a commercial class vehicle for refusing to test or testing positive for controlled substances or alcohol greater than 0.04. The employee will be responsible for all costs associated with this classification of return to duty testing, or

3. Have not been in a random testing pool for more than thirty (30) days.

f. Follow-up Testing

1. Any affected employee who has refused to test or who has tested positive for controlled substances or greater than 0.04 alcohol content and has been determined by a SAP to require help in dealing with their substance abuse problem will be subject to follow-up testing.

2. Human Resources will order the affected employee to immediately report for surprise alcohol or controlled substance (or both) testing at the frequency prescribed by the substance abuse professional. Human Resources will advise the SAP of the test results. The duration of surprise testing will continue as long as required by the SAP to a maximum of five (5) years.

3. At a minimum, six (6) unannounced tests will be required within the first twelve (12) months of return to duty. This minimum must be conducted regardless of whether the SAP deems no more testing is required.

4. Employee is responsible for all costs associated with follow-up testing.

5. The District will report negative test results to the Clearinghouse as required.

(5) Consequences of Failed or Refused Tests

a. An employee will be immediately removed from duty upon the employee's refusal to cooperate with testing procedures or upon receipt of a positive test results. Employees who refuse to submit to testing or fail an alcohol or drug test are subject to disciplinary action, up to and including discharge. The District will adhere to all applicable Clearinghouse reporting requirements.

b. If the employee selects a SAP, the employee is responsible for payment to the SAP and subsequent counseling and rehabilitation. The employee's medical insurance may be used to help pay for these services. Human Resources will provide a list of SAPs to the employee; however, the employee is free to choose any certified SAP.

c. The employee must sign a release allowing the District to release the test results to the SAP and sign a release for the SAP to report back to Human Resources.

d. The SAP will report back to Human Resources that the employee:

i. Does not require any help in dealing with a substance abuse problem - in which case the employee may be returned to full duty.

ii. That the employee requires and is cooperating with continued counseling and rehabilitation and may return to full duty or may not return to full duty yet.

iii. That the employee requires but is not cooperating with counseling and rehabilitation and may not return to duty.

e. The employee is responsible for obtaining any counseling or rehabilitation prescribed by the SAP and must provide appropriate releases for counseling and rehabilitation professionals to report back to the SAP. Employees are advised that the DOT regulations require that the additional counseling and rehabilitation not be performed by any business entity in which the SAP has a financial interest.

f. When the SAP reports to Human Resources that the employee may return to full duty of operating and maintaining commercial class vehicles the employee must:

i. Test negative in return to duty alcohol or controlled substances testing (or both tests if so indicated by the SAP).

ii. Continue with any rehabilitation therapy if so prescribed by the SAP.

iii. Test negative in unannounced follow-up testing as prescribed by the SAP or, at a minimum, six (6) tests in the first twelve (12) months of returning to duty as ordered by the District.

g. The District will report an employee's completion of the SAP return-to-duty process to the Clearinghouse as required.

(6) Required Training

a. Affected employees will be informed of any new DOT regulations and any revisions to or modification of these policies and procedures to implement the regulations.

b. All supervisory personnel will receive training in recognizing physical signs of alcohol misuse and controlled substance use prior to any employee being ordered to submit to reasonable suspicion testing by that supervisor. Sixty (60) minutes of training for alcohol misuse recognition and sixty (60) minutes of training for controlled substance use recognition is required.

c. All new employees and newly transferred employees in affected positions will receive training prior to operating or maintaining a commercial class vehicle. All newly hired supervisory personnel will receive sixty (60) minutes of alcohol misuse recognition training and sixty (60) minutes of controlled substances use training prior to their requiring any employee to submit to reasonable suspicion testing

d. Training will include information related to the Clearinghouse requirements.

e. Attendance at training will be documented and maintained by Human Resources.

SIDE LETTER OF AGREEMENT

This Side Letter of Agreement ("Side Letter") is entered into by and between the Forest Preserve District of Kane County ("District") and the Metropolitan Alliance of Police, Forest Preserve District of Kane County Police Officers Chapter #315 ("Union"), collectively the "Parties". The Parties agree to the following:

WHEREAS, the District and Union are parties to a Collective Bargaining Agreement covering the period from July 1, 2025, through and including June 30, 2029 (the "CBA").

WHEREAS, this Side Letter of Agreement ("Agreement") is entered into for the sole and limited purpose of adding Section 9.4 to the CBA that was mutually agreed to by the Parties during good faith bargaining that resulted in the CBA but inadvertently not included in the final CBA that was ratified and signed by the Parties due to an oversight on the part of both Parties.

WHEREAS, the Parties acknowledge that this Agreement shall not modify, amend, expand, or otherwise affect any other provision of the CBA. Except as expressly set forth herein with respect to Section 9.4, all terms and conditions of the CBA shall remain in full force and effect.

WHEREAS, this Side Letter of Agreement shall be incorporated into and be considered part of the Parties' CBA.

NOW, THEREFORE, the parties agree as follows:

1. **Amendment to CBA:** The CBA will be revised to incorporate by reference the following new Section 9.4:

Section 9.4 Scheduling of Vacation

On or before December 1 of each year, the Chief (or designee) shall post a schedule for available vacation during the upcoming calendar year. The employees shall select their vacation preferences in intervals of one week (forty (40) consecutive hours) in order of seniority with the most senior employee having the first choice, the next most senior employee having the second choice, and so on. After first week "picks" are honored, second week picks will be scheduled in order of seniority understanding that first week picks have priority over second week picks.

Once the vacation schedule has been posted for the calendar year (prior to January 1), any remaining "unscheduled" vacation days may be requested and considered on a first requested first served basis, subject to manpower needs and the remaining provisions of this Article. In the event that two or more employees request unscheduled vacation on the same shift (and their requests are made on the same day), the employee with the most seniority shall have preference. No employee can "bump" another employee from an "unscheduled" vacation day once established, regardless of the employee's seniority.

Normally no more than one officer may use vacation time on a work shift without prior authorization of the Chief (or designee) and provided manpower needs are met. Approved vacation time may be used in minimum increments of fifteen (15) minutes. Vacation time use may be changed or canceled by the Chief or designee due to exigent circumstances and/or manpower needs. The final right of scheduling vacations is reserved to the District to ensure the efficient and continuous operations of the District.

2. **Non-admission**: By entering into this Side Letter, neither the Union nor the District admits to any violation of any law or agreement or CBA. Rather, this is intended to confirm their mutual understandings and agreement reached during the good faith bargaining that resulted in the CBA.

3. The individuals who sign below represent and agree and that they are authorized to enter into this Side Letter and bind the individual Party that they sign on behalf of below.

AGREED:

Executed this 20th day of May, 2026.

Metropolitan Alliance of Police Chapter #315

Keith George, President - Metropolitan Alliance of Police

Forest Preserve District of Kane County

Benjamin Haberthur, Director - Forest Preserve District of Kane County