AGREEMENT

BETWEEN

CITY OF CRYSTAL LAKE

AND

METROPOLITAN ALLIANCE OF POLICE,
CRYSTAL LAKE POLICE CHAPTER #177

May 1, 2025-April 30, 2028

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AGREEMENT

BETWEEN

CITY OF CRYSTAL LAKE

AND

METROPOLITAN ALLIANCE OF POLICE,

CRYSTAL LAKE POLICE CHAPTER #177

PREAMBLE

THIS AGREEMENT entered into by the CITY OF CRYSTAL LAKE, ILLINOIS (hereinafter referred to as the "City" or the "Employer") and the METROPOLITAN ALLIANCE OF POLICE, CRYSTAL LAKE POLICE CHAPTER #177 (hereinafter referred to as the "Chapter") is in recognition of the Chapter's status as the representative of certain of the City's full-time sworn peace officers (hereinafter referred to as "officers" or "employees") and has as its basic purpose the promotion of harmonious relations between the City and the Chapter, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of an entire agreement covering all rates of pay, hours of work and conditions of employment applicable to bargaining unit employees. Therefore, in consideration of the mutual promises and agreements contained in this Agreement, the City and the Chapter do mutually promise and agree as follows:

ARTICLE I
RECOGNITION

Section 1.1. Recognition. Pursuant to an election and certification by the Illinois State Labor Relations Board in Case No. S-RC-95-35, the City recognizes the Chapter as the exclusive bargaining agent for all full-time sworn police officers below the rank of sergeant employed within the City's Police Department, but excluding all part-time police officers, and all sworn police

officers with the rank of sergeant who are excluded as supervisors under the Illinois Public Labor Relations Act, and above, and all other employees of the City of Crystal Lake, Illinois.

Section 1.2. Probationary Period. The probationary period for bargaining unit members hired on or after the effective date of this Agreement shall be fifteen (15) months of actual work as a Crystal Lake police officer, from the date of successful police academy completion or from the date of appointment for an experienced officer not requiring academy attendance. During the probationary period, an officer is subject to discipline, including discharge, without cause and with no recourse to the grievance procedure or to 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 otherwise provided in this Agreement

Section 1.3. Fair Representation. The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Chapter. The Chapter agrees to indemnify and hold harmless the City for any reasonable damages, costs or attorneys' fees incurred by the City as a result of any legal action asserting that the Chapter has violated its duty of fair representation.

Section 1.4. Gender. Whenever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

Section 1.5. Immediate Family Definition. The immediate family shall be defined to include the employee's spouse, parties to a certified civil union, children, siblings, parents, grandparents, and the employee's spouse's parents (this includes relationships of "great," "half," and "step").

Section 1.6. Chapter Officers. For purposes of this Agreement, the term "Chapter officers" shall refer to the Chapter's duly elected President, Vice President, Secretary and Treasurer.

Section 1.7. Residency. All bargaining unit members are required to live within a 40 nautical mile radius of the Municipal Complex upon completion of the probationary period. This requirement is in place in order to provide efficient and effective response to emergency situations. Employees who do not meet this requirement may be subject to discipline up to and including termination of employment.

ARTICLE II
UNION SECURITY

Section 2.1. Dues Checkoff. While this Agreement is in effect, the City will deduct from each employee's paycheck once each month the uniform, regular monthly Chapter dues for each employee in the bargaining unit who has filed with the City a lawful, voluntary, effective checkoff authorization form so long as there exists on the employee's existing paycheck stub room for such deduction. The City will honor all executed checkoff authorization forms received not later than ten (10) working days prior to the next deduction date and such authorization forms shall remain in effect until revoked. If a conflict exists between the checkoff authorization form and this Article, the terms of this Article and Agreement control.

Total deductions collected for each calendar month shall be remitted by the City to an address provided by the Chapter together with a list of employees for whom deductions have been made not later than the tenth (10th) of the following month. The Chapter agrees to refund to the employee(s) any amounts paid to the Chapter in error on account of this dues deduction provision.

A Chapter member desiring to revoke the dues checkoff may do so at any time by providing written notice to the City with a copy to the Chapter. Dues shall be withheld and remitted to the Chapter unless or until such time as the City receives a notice of revocation of dues checkoff from an employee, or notice of an employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the employee's earnings

after withholding all other legal and required deductions. Information concerning dues not deducted under this Article shall be forwarded to the Chapter, and this action will discharge the City's only responsibility with regard to such cases. Deductions shall cease at such time as a strike or work stoppage occurs in violation of Article XXIV of this Agreement (No Strike/No Lockout).

The actual dues amount to be deducted shall be certified to the City by the Chapter, and shall be uniform in dollar amount for each employee in order to ease the Employer's burden of administering this provision. The Chapter may change the fixed uniform dollar amount that will be the regular monthly dues once each calendar year during the life of this Agreement. The Chapter will give the City forty-five (45) days' notice of any such change in the amount of uniform dues to be deducted.

Section 2.2. Chapter Indemnification. The Chapter shall indemnify, defend and hold harmless the City and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs for counsel selected or approved by the Chapter that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article. If an improper deduction is made, the Chapter shall refund directly to the employee(s) any such amount. The foregoing indemnification clause shall not require the Chapter to indemnify or hold the City harmless in the event the City initiates a cause of action against the Chapter, unless the City initiates such an action in response to a claim or cause of action initiated by another party.

Section 2.3. Bulletin Board. The City shall provide the Chapter with a designated space (2' x 2') for a Union-provided locked bulletin board upon which the Chapter may post its official notices of a non-inflammatory, non-political nature. Prior to posting any materials on the bulletin board, the Chapter shall provide a copy of the posting to the Chief of Police or his designee. The

Chapter will limit the posting of Chapter notices to said bulletin board. The only keys to the locked bulletin board shall be kept by the Union President and the Chief of Police or his designee.

Section 2.4. Labor-Management Meetings. The Union and the City agree that, in the interest of efficient management and harmonious employee relations, labor-management meetings will be held if mutually agreed or at least quarterly between no fewer than three (3) Union representatives and three (3) responsible administrative representatives of the City. Such meetings may be requested by either party by contacting the other party for a "labor-management conference" and by providing, if possible, the specific agenda for such conference. Such conferences, times and locations mutually agreed upon, shall be limited to:

- discussion of the implementation and general administration of this Agreement;
- a sharing of general information of interest to the parties;
- safety issues
- other issues of concern.

It is expressly understood and agreed that such conferences shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management conferences," nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such conferences unless mutually agreed to otherwise.

Attendance at labor-management conferences shall be voluntary on the employee's part. Attendance at such conferences shall not interfere with required duty time and attendance, if during duty time, attendance is permitted only upon prior approval of the Police Chief or his designee and the employee's supervisor. The City in its sole discretion shall determine its representatives at such meetings.

Section 2.5 Union Communications. If and when such technology becomes available through the Information Technology Department of the City of Crystal Lake, the Union may have access to an "electronic bulletin board" to be used in the same fashion as a regular bulletin board (see section 2.4 above). Just as with the bulletin board, prior to posting any materials on the electronic bulletin board, the Chapter shall provide a copy of the posting to the Chief of Police or his designee. The Chapter will limit the posting of Chapter notices to said electronic and standard bulletin board.

ARTICLE III
MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the City retains all traditional rights to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services and missions of the City; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to transfer and reassign employees; to establish specialty positions; to establish work 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 and number of personnel by which such operations and services shall be made or purchased; or make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to evaluate, promote or demote employees; to establish performance standards for employees; to discipline, suspend and discharge non-probationary employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities or introduce new ones; to determine training needs and assign employees to training; to determine equipment to be used and uniforms to be worn; to determine work hours, shifts and shift

hours; to determine internal investigation procedures; to do all things expressly granted and reserved to the City under Illinois statutes; to take any and all actions as may be necessary to carry out the mission of the City and the Police Department in the event of civil emergency as may be declared by the Mayor or City Manager or their authorized designees, or otherwise. In the event of any such emergency action, which may include but is not limited to: riots, civil disorders, tornado conditions, floods or other catastrophes or financial emergencies, the provisions of this Agreement may be suspended, if necessary, provided that all provisions of the Agreement shall be immediately reinstated once the local disaster or emergency condition ceases to exist.

ARTICLE IV
SENIORITY

Section 4.1. Definition of Seniority. Seniority shall be defined as an employee's length of continuous full-time service as a sworn police officer with the City since his last date of hire, excluding any unpaid break in service as defined in Section 4.4 of this Section, or temporary service.

If required by law, time spent in the armed forces on military leave of absence and authorized leave not to exceed thirty (30) days and time lost due to a duty related disability shall be included.

Section 4.2. Conflict Due to Date of Hire. Should more than one employee have the same date of hire, seniority of the employees involved shall be resolved based on the order of their names on the eligibility list from which they were hired, with the employee whose name is higher on the list being the more senior.

Section 4.3. Seniority List. Within two (2) weeks of the effective date of this Agreement, and thereafter on or before December 31 of each year, the City will provide the Chapter, at the address designated by it, with a seniority list setting forth the order of seniority of each member of

the bargaining unit. The City shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the City, in writing, within fourteen (14) days after the receipt of the list by the Chapter, and the City may thereafter rely on such list as called for in this Agreement.

A current and up-to-date seniority list showing the names and length of service of each police officer shall be maintained for inspection by members and shall be updated.

Section 4.4. Non-Accrual of Seniority. Notwithstanding any other provision of this Agreement, an employee shall not accrue seniority when such employee: a) is on an unpaid disciplinary suspension in excess of thirty (30) days; or b) is on an approved unpaid medical leave of absence in excess of 84 calendar days, *i.e.,* seniority will cease to accrue on the 85th day.

Section 4.5. Termination of Seniority. An employee's seniority and the employment relationship shall be terminated for all purposes if the employee:

(a) quits;

(b) is discharged;

(c) retires or is retired;

(d) is absent for two (2) consecutive work days without notice and without just cause;

(e) falsifies the reason for a leave of absence;

(f) fails to return to work at the conclusion of an authorized leave of absence or vacation without just cause;

(g) if after being laid off, fails to report as required after having been recalled;

(h) has been laid off for a period of one (1) year.

Section 4.6. Purpose of Seniority. Employees shall be allowed preference according to seniority on all sections of this Agreement which specifically designate seniority as an accounting procedure.

Section 4.7. Reinstatement of Seniority. Full seniority rights shall be reinstated provided that any officer, who has a break in service of more than one year, must successfully complete a retraining program if prescribed and approved by the Chief of Police and at the City's expense and under the following conditions:

(a) A police officer is dismissed and later reinstated by a Court of competent jurisdiction.

(b) A police officer is separated due to a layoff or reduction in force and is later reinstated under conditions provided in the Illinois Revised Statutes.

ARTICLE V
HOURS OF WORK AND OVERTIME

Section 5.1. Application of Article. This Article is intended only as a basis of calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day, week, work period, shift or year.

Section 5.2. Permanent Shifts by Seniority. Officers assigned to the patrol division will bid for shift work by seniority, being the most senior officer gets first choice of his shift for the year and so on down the seniority list. Bids for shift work will be completed no later than October 31st of each year, so as the employees have at least thirty (30) days advanced notice of upcoming shift work.

Employees that are currently assigned to School Liaison Officer, North Central Narcotics Task Force, Traffic Units, Investigations, or any other specialty division that are assigned back to the patrol division, will be placed on the shift that the Chief of Police or his designee chose, until the aforementioned bid date arrives. The reassigned Officer will not have a less senior Officer change to another shift unless mutually agreed upon by both parties.

If an employee is assigned out of the patrol division creating a vacancy in a certain shift that an employee with the appropriate seniority could occupy, that employee retains the right to

request, in writing, a shift transfer based on seniority to the Chief of Police or his designee within seven (7) business days of receiving official notice of shift vacancy.

The Chief of Police or his designee also retains the sole discretion to assign officers holding specialty positions, as dictated by the operational needs of the police department and to reassign officers to a different shift when operational needs require such.

Both the Union and the Department agree that the permanent shift schedule may, from time to time, require adjustment. The Police Chief or his designee retains final authority to make such adjustments and to determine shift assignments as outlined above, provided that no adjustment shall be made without giving the Union the opportunity to review and comment.

Section 5.3. Normal Workweek and Workday. Except as provided elsewhere in this Agreement, the normal workweek shall be established by the City from time to time. The normal workday will consist of an eight (8) hour and fifteen (15) minute shift, including a thirty-minute (30) paid lunch break each day subject to emergency work duties. For those officers assigned to the 5-2, 5-3 work schedule rotation, the normal workday will consist of an eight (8) hour and thirty (30) minute shift, including a thirty-minute (30) paid lunch break each day subject to emergency work duties. For payroll purposes, base hours will be eighty (80) hours in a fourteen (14) day work period for officers assigned to the 5-2, 5-3 work schedule.

If an officer's lunch is seriously interrupted by emergency work duties, the officer is obligated to request that his supervisor allow him to take additional time off for lunch to account for his thirty (30) minute lunch period, work permitting. In addition, officers shall be allowed to take one fifteen (15) minute paid break each day with permission of their supervisor.

Section 5.4. Changes in Normal Workweek and Workday. The shifts, workdays and hours to which employees are regularly assigned shall be based upon the twenty-eight (28) day departmental work schedule. Should it be necessary in the interest of efficient operations to

establish regular work schedules departing from the normal workday or workweek, absent emergency, the City will where practicable give at least forty-eight (48) hours' notice of such change to the individuals affected by such change; temporary changes may be made without such notice.

Section 5.5. Overtime Pay and Overtime Scheduling. Employees shall be paid one and one half (1 ½) times their regular rate of pay for all hours worked beyond eight (8) hours in a normal work day or forty (40) hours in a seven (7) day work week as established by the Department. Under the 5-2, 5-3 work schedule, employees shall be paid one and one half (1 ½) times their regular rate of pay for all hours worked beyond eight hours and thirty (30) minutes in a normal work day or beyond all hours regularly scheduled in a fourteen (14) day work period as established by the Department.

Time paid but not worked (vacations, holidays, compensatory time off, personal business days, and sick time) shall be considered as hours worked for the purpose of calculating overtime pay.

Absent an operational necessity or exigent circumstances, as determined by the Police Chief or his designee, a patrol officer working a full patrol shift on his or her RDO will not be required to work the patrol shift immediately following the overtime shift.

Section 5.6. Compensatory Time. Compensatory time at a time and one half (1 ½) rate may be earned at such times and in such time blocks as are mutually agreed upon between the involved employee and the supervisor. If mutual agreement on compensatory time cannot be reached, the employee shall receive pay for overtime worked in accordance with the provisions of Section 5.5.

Employees may accumulate no more than eighty (80) hours of compensatory time during a calendar year. Each fiscal year an employee may request, in writing to the Chief, the pay out of up to forty (40) hours of his or her accrued compensatory time. Compensatory time off may only be taken in a minimum of one (1) hour increments, except upon approval of the Chief or his designee. However, for patrol officers assigned to the 5-2, 5-3 work schedule, compensatory time off may be used in half-hour increments in conjunction with other paid time off under this Agreement to allow for a full eight (8) hours and thirty (30) minutes of benefit pay where an employee otherwise would only receive eight hours of pay when taking leave under this Agreement. This benefit is only available for use with holiday pay if an employee requests to take a holiday as time off.

1. To the extent the City permits an officer to accrue compensatory time under this Section, an officer shall not be permitted to take such time off when it would cause a shift to drop below minimum staffing, as determined by the Chief of Police, except as otherwise provided in Paragraph 2, below. Unnecessary hire backs due to comp time use would be unduly burdensome to the Department, in light of operational needs and the impact on less senior officers.

2. Each officer may elect to use up to three (3) full days of earned compensatory time off each fiscal year regardless of manpower. For officers assigned to patrol, only one (1) officer per shift can choose to use this "unrestricted time" for the same scheduled workday and it cannot be used on a designated holiday, "blackout day" for training or any other major event. Requests may be made at least forty-eight (48) hours in advance of the selected date unless otherwise permitted. The City may, at its discretion, go one below the patrol shift minimum and not replace the officer using this day.

3. In the event the foregoing understanding regarding use of compensatory time off is determined unlawful under applicable federal law, this "unrestricted time" shall immediately become null and void.

4. Nothing shall be construed as a change to the accrual of compensatory time by mutual agreement, as provided in this Section.

Section 5.7. Court Time. Officers required to attend court on off-duty time shall be compensated with a minimum of three (3) hours straight time pay for such court appearance and necessary preparation. If court time immediately precedes or follows an employee's shift, the employee shall be compensated only for the actual time spent prior to, or after their regular shift, at the overtime rate of pay.

Section 5.8. Court Standby Time. If an employee is requested to be on standby by the Office of the State's Attorney or City Attorney for a possible court call(s) outside of his normal hours of work, the employee shall receive a total of two hours of compensatory time for each day the officer is on "court standby," provided that to be eligible to receive such standby compensation, the employee must immediately notify the Supervisor on duty of the name of the individual who placed him on such standby status. For purposes of this Section, compensatory time shall accrue and be paid out at the employee's straight-time hourly rate, not at a time and one half rate.

Section 5.9. Temporary Duty Trades. Subject to the approval of the Chief or his designee, which approval will not be unreasonably denied, officers shall be permitted to exchange duty shifts so long as:

(1) the exchange is made and repaid within the same calendar year and does not result in additional overtime compensation being paid to any of the officers involved in the shift exchange;

(2) the officer requesting the exchange provides the Chief or his designee with the reason for the request.

In the event the Chief of Police or the Chief's designee determines that abuses are occurring during the shift trade process, such as, but not limited to, the officer repaying the trade calls in sick creating a shift shortage, the Chief shall have the right to cancel and/or deny future trades involving the affected officers.

Section 5.10. Meetings. Any officer required to be at a departmental meeting during off hours shall be compensated for actual time attending said meeting with a minimum of one (1) hour of compensation with such hour paid at straight time or overtime under Section 5.5, Overtime Pay.

Section 5.11. Call-Back Pay. A call-back is defined as an official assignment of work which does not continuously precede or follow an officer's regularly scheduled working hours. Call-back hours actually worked shall be included in the Section 5.5 calculation for purposes of determining overtime payments, with a two-hour minimum, except that if the employee is called back to rectify his own error, the two (2) hour minimum guarantee shall not apply.

Section 5.12. Overtime Assignments. The Chief of Police or his designee(s) shall have the right to require overtime work and officers may not refuse overtime assignments. In those instances where it is necessary to hold an officer over from a prior shift or to call an officer in earlier on the next shift, the selection will be requested by seniority of the officers either present or scheduled to work the next shift. If no officer volunteers and it becomes necessary to order an officer to hold over or to report early, the selection of the officer or officers shall be done on the basis of reverse seniority on the shift. For purposes of this Section, a shift shall be defined as one of the three established patrol tours: days, afternoons, and midnights, regardless of the staggered starts within each individual shift.

When overtime opportunities arise, other than a hold over or an early call-in and where it will not adversely affect the job, officer safety and or unduly add to the time of making work

assignments, the Chief or his designee shall assign overtime on a reverse seniority basis among non-volunteering employees present and or available. Also specific individuals may be directed to perform specific overtime assignments and assignments can be made to minimize the adverse overtime impact on the City. When the overtime event is of a large-scale nature, including but not limited to events requiring the utilization of numerous officers from various shifts, the Chief of Police or his designee reserves the right to assign officers to overtime assignments without regard to seniority.

Section 5.13. No Pyramiding. Compensation shall not be paid (or compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

ARTICLE VI
VACATION

Section 6.1 Eligibility and Allowances. Employees shall start to earn vacation allowance as of their date of hire, but cannot use vacation time until after it is earned and until after the first six (6) months of employment, unless approved by the Chief of Police or the Chief's designee. Vacation allowances shall be earned based on the following schedule:

Service	Days Per Year Earned On A Monthly Basis	Hours Per Year Earned On A Monthly Basis
Hire date through 5th year	12	96
After 5th year	17	136
After 9th year	20	160
After 12th year	23	184
After 16th year	25	200
After 20th year	28	224

*A newly hired lateral officer will receive 40 vacation hours to their vacation bank upon hire. If the lateral officer leaves employment for any reason within the first year of employment, any accrued balance granted on the first day of employment would not be eligible for payout and would be forfeited.

Section 6.2. Definition of Vacation. A "vacation" for purposes of this Agreement is defined as any time off period which is five (5) or more days long and during which five (5) or more benefit days are used (benefit days include paid vacation, holiday, compensatory or personal days off, but not paid sick days).

Section 6.3. Vacation Pay. The rate of vacation pay shall be the employee's regular straight-time pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation. Under the 5-2, 5-3 work schedule, use of vacation time shall result in a deduction of eight and one half (8 ½) hours of accrued vacation time.

Section 6.4. Scheduling. Employees shall select their vacation preference within their shift and/or unit in accordance with their seniority in their rank. Two employees per shift will be permitted on vacation at the same time. On or about November 1, the Chief of Police or his designee shall post a schedule for vacation during the upcoming calendar year. Included with this schedule will be a list of dates when extraordinary manpower requirements are anticipated; no vacation time will be approved for these dates. The employees shall then select their vacation preferences in the order of their rank and seniority within rank, with the most senior employee in rank having first choice, and so on until November 30th. Employees can schedule no less than one (1) week nor more than two (2) consecutive weeks of vacation at a time, except that greater or lesser amounts may be scheduled with the approval of the Chief of Police or his designee. Vacation time shall be taken in a minimum of one (1) hour increments.

The vacation period requested pursuant to this procedure shall be submitted to the Chief of Police or his designee for approval by December 1, and the requests shall be reviewed and, if necessary, modified by the Chief of Police and a vacation schedule posted on or before December 31st. Thereafter, vacation requests shall be handled on a first-requested, first-received basis, subject to the overriding scheduling needs of the City, and nothing herein shall preclude an officer

from requesting a 3rd consecutive week at that time. Vacations may be accrued in an amount not to exceed one and one half (1 ½) times the officer's annual accrual rate except if an officer is incapable of using such days because the officer is off work because of worker's compensation leave.

Section 6.5. City Emergency. In case of an emergency, such as but not limited to riot, civil disaster, presidential visit, extreme illness and the like, the City Manager and/or Police Chief, or their designee(s), may cancel and reschedule any or all approved vacation leaves in advance of their being taken, and/or recall any employee from vacation in progress.

Section 6.6. Pay for Vacation Upon Separation. If an officer covered by this Agreement terminates or is separated from his employment with the Crystal Lake Police Department, he/she shall receive compensation for all accumulated but unused vacation time at the officer's current straight-time hourly rate of pay in a lump sum fashion within fourteen (14) days after separation or termination.

Section 6.7. Pay for Vacation Upon Death. The families of all officers covered by this Agreement who are killed in the line of duty or who otherwise die while employed by the City shall receive compensation for all vacation time accumulated but unused by that officer to the extent required by law at the officer's current straight-time hourly rate of pay in a lump sum fashion within fourteen (14) days of the officer's death.

ARTICLE VII
HOLIDAY AND PERSONAL BUSINESS TIME

Section 7.1. Holidays. The following ten (10) days are holidays with pay for all officers in the City service:

Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day & Day After
Christmas Eve
Christmas Day
New Year's Day
President's Day

Section 7.2. Holiday Pay. Officers scheduled to work on a holiday shall do so. Holiday pay for all officers, including patrol officers assigned to the 5-2, 5-3 work schedule, shall be paid on the following basis:

a. If an officer works on a holiday, compensation will be at the officer's straight time hourly rate of pay for each hour worked, plus eight (8) hours pay for the holiday. However, if an officer works on the City recognized and celebrated holidays of Thanksgiving Day, Christmas Eve , Christmas Day, New Year's Day and Independence Day, they will be paid at time and one half for hours worked on those specific days. For patrol officers assigned to the 5-2, 5-3 work schedule only, the term "holiday" as used in this Section 7.2 means the date of the actual holiday, not the date of the City's observance. In order to be eligible for the holiday pay benefit described in this Subsection a, the officer must work all of their scheduled work hours on the date of the holiday.

b. If a holiday falls on an officer's regularly scheduled day off, he will receive compensation equivalent to eight (8) hours at his straight time rate of pay in lieu of a day off.

c. An officer may request time off on a holiday subject to approval by the Chief of Police. If a holiday is taken as time off, the officer will be paid only the eight (8) hours for the holiday with no additional payment for any benefit time. However, patrol officers assigned to the 5-2, 5-3 work schedule may receive payment for one half hour of compensatory time off as set forth under Section 5.5 of this Agreement.

Section 7.3. Personal Business Time. All officers assigned to the 5-2, 5-3 patrol work schedule with one (1) full year of service will be given one (1) personal business day (8 hours) off with pay. Officers with one (1) full year of service and assigned to work any work schedule other than a patrol work schedule will be given three (3) personal business days (24 hours) off with pay. All personal benefit time must be used within the fiscal year in which it was received. If a patrol work schedule other than the 5-2, 5-3 patrol work schedule is implemented, members assigned to the patrol work schedule will no longer be entitled to any personal business time. Any officer hired after August 1, 2015 and assigned to any patrol work schedule, will not be eligible to receive personal business time.

If an officer is reassigned to a different schedule mid-year, the addition or deletion of personal business time shall be pro-rated based on the month in which the schedule change is effective. The use of personal business time must be approved by the Chief or his designee upon reasonable notice so the City may schedule without incurring overtime costs. Personal business time may be used in no less than one-half (1/2) hour increments. Unused personal business time cannot be carried over from year to year. Any personal business time not used in the fiscal year will be added to the employee's sick leave accrual.

Section 7.4. Floating Holiday Time. In addition to the holidays listed in Section 7.1, each bargaining unit employee will be granted four (4) hours of floating holiday time to be used during the course of the fiscal year. This floating holiday time must be granted with prior approval of the Chief or his designee. Floating holiday time may be used in no less than four (4) hour increments. Unused floating holiday time shall be converted to sick leave if not used by the end of the fiscal year.

ARTICLE VIII
LEAVE OF ABSENCE

Section 8.1. Discretionary Leaves. The City may grant a leave of absence under this Article to any bargaining unit employee where the Police Chief and City Manager determine there is good and sufficient reason. The Chief and City Manager shall set the terms and conditions of the leave, including whether or not the leave is to be with pay.

Section 8.2. Application for Leave. Any request for a leave of absence shall be submitted in writing by the employee to the Police Chief or his designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by the Chief of Police and it shall be in writing.

Section 8.3. Jury Duty. An employee who is required to report for jury duty shall be excused from work without loss of pay for the period of time that he is required to be away from work and during which he would have otherwise been scheduled to work. An employee shall immediately notify the Police Chief or his designee if he is required to report for jury duty. If an employee is compensated by the City for performing jury duty, such employee must sign over to the City any check received for performance of such jury duty.

Section 8.4. Leave for Illness, Injury or Disability. (a) In the event an employee is unable to work by reason of illness, injury or disability (including those compensable under workers' compensation), the City may grant a leave of absence without pay during which time seniority shall not accrue to the extent permitted by law except that for a work-related injury compensable under workers' compensation, an employee shall accrue seniority for the first twelve (12) months of leave if so required by law.

(b) To qualify for such leave, the employee must report the illness, injury or disability as soon as the illness, injury or disability is known, and thereafter furnish to the Police Chief or his designee a physician's written statement showing the nature of the illness or injury or state of disability and the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, the employee shall furnish a current report.

Section 8.5. Benefits While on Leave. (a) Unless otherwise stated in this Article or otherwise required by law, length of service shall not accrue for an employee who is on an approved non-pay leave status. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status. Unless otherwise stated in this Article, an employee returning from leave will have his seniority continued after the period of the leave. Upon the employee's return, the City will place the employee in his or her previous job, if the job is vacant; if the job is not vacant, the employee will be placed in the first available opening in his classification or in a lower-rated classification according to the employee's seniority, where skill and ability to perform the work without additional training is equal.

(b) If, upon expiration of a leave of absence, there is no work available for the employee or if the employee could have been laid off according to his seniority except for his leave, he shall go directly on layoff.

(c) During the approved leave of absence or layoff under this Agreement, the employee shall be entitled to coverage under applicable group and life insurance plans to the extent permitted in such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, and any additional surcharges as allowed by law, including the amount of premium previously paid by the City.

Section 8.6. Family and Medical Leave Act. The parties agree that the City may, notwithstanding any other provisions of this Agreement, take action that is in accord with what is legally permissible under the Act in order to be in compliance with the Family and Medical Leave Act so long as it does not diminish or alter any current statutory benefit.

Section 8.7. Alternate Duty. Per the City of Crystal Lake policy on Alternate Duty, employees who are recuperating from an illness or injury and unable to assume the responsibilities of their regular positions but are able to perform some duties on a restricted basis, may be required to return to work. Department Directors and supervisors will determine if any work is available based upon the restrictions set by the employee's physician. If there is work available, either on a full-time or part-time basis, and the department director wants the employee to perform this work, the employee will be required to perform those duties. The length of time of the alternate duties will not exceed the earliest of the following:

(1) The time limit for restricted work set by the employee's physician;

(2) The length of time to complete the available work; or

(3) Three (3) months; except this time may be extended at the absolute discretion of the Chief and the City Manager.

There is no guarantee that work will be available for employees on alternate duty. The decision for alternate duty work depends solely upon the work being available, the decision of the department director, and the employee's ability to do the work. Preference will be given to employees recuperating from work related illnesses or injuries.

Section 8.8. Non-Employment Elsewhere. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who engage in employment elsewhere during such leave may be subject to immediate discipline.

Section 8.9. Military Leave. Employees required to fulfill a military obligation for training will be granted a leave of absence. Employees with accrued vacation, compensatory time or personal business may use these accrued benefits during their military leave, otherwise, the leave is unpaid. All Military Leave situations will be handled in accordance with applicable state and federal laws.

Section 8.10. Bereavement Leave. The Chief or his designee shall grant leave with pay for funerals and wakes in the immediate family. The immediate family shall be defined to include the employee's spouse, children (including step-children), parents, spouse's parents, grandparents, siblings, grandparent-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, and those persons residing in the employee's household (residence) at time of death. The maximum funeral leave shall be three (3) days. This may be paid as regular time. Should a death occur outside of the immediate family, the employee may request and per the Chief or his designee, be authorized to use as appropriate vacation, compensatory or personal leave.

ARTICLE IX
SICK LEAVE

Section 9.1. Purpose. Sick leave shall be used for the purpose for which it was intended, that being to provide an officer protection against a full day's loss of pay due to a non-work related

illness or injury of the officer or in the officer's immediate family (as defined in Section 1.5). Sick leave may not be converted into any other form of compensation, except upon separation from employment in good standing and as provided below. Sick leave shall be taken in a minimum of one (1) hour increments. Under the 5-2, 5-3 work schedule, use of a full day's sick leave will result in a deduction of eight and one half (8 ½) hours of accrued paid time off. In addition to employee illness, sick leave may be used for medical or dental appointments, illness and the birth of a male employee's child or for the adoption of a male or female employee's child, but not to exceed three (3) days sick leave usage.

Section 9.2. Sick Days Earned. Sick leave will be computed on the basis of 8 hours earned on the first day of each month for a total of 96 hours per year. Sick leave may be accumulated to a maximum of 240 days (1920 hours). If employment begins on or before the tenth day of the month, credit for the month will be allowed. If employment begins after the tenth day of the month, the employee will begin earning credit the first day of the following month. New hires may use sick leave, when necessary, after the first credit for sick leave is accrued.

Section 9.3. Request for Sick Leave. Employees requesting sick leave must call their supervisor or an on-duty supervisor as soon as possible, but not less than one (1) hour prior to the start of the scheduled work day. Any employee may be required to substantiate proof of illness where there is reason to suspect sick leave abuse. Where the employee is absent three (3) consecutive workdays or more due to illness, the employee may be required to bring in a doctor's certificate in order to receive sick leave pay and also to be able to return to work.

Section 9.4. Sick Leave Buy Back. For all employees hired prior to August 1, 2015 as listed on Appendix E, upon satisfactory termination of employment, all bargaining unit employees shall receive compensation at fifty percent (50%) of the employee's regular hourly rate of pay for all sick days accumulated but not used to a maximum of one hundred twenty (120) days if such

employee has more than 320 hours accumulated in his or her sick leave account at the time of retirement. An employee who uses less than twenty-four (24) hours of sick leave in the one (1) year period between May 1st and April 30th may receive payment for the difference between the twenty-four (24) hours and the amount actually used. The number of hours for which payment is received shall be subtracted from the employee's accumulated sick leave. Employees hired after May 1st are not eligible for this payment in the fiscal year in which they are hired. Employees hired on or after August 1, 2015 shall not be eligible for a sick leave buy back benefit.

ARTICLE X
INSURANCE

Section 10.1. Coverage. The City shall make available to non-retired employees and their dependents substantially similar group health insurance coverage and benefits as that provided to the remaining employees of the City. Further, the City shall make available to employees who retire during the life of this Agreement, and who at the time of retirement were covered by City insurance, individual and dependent coverage (if the dependent was covered when the employee retired) at group rates, with such premiums to be paid by the retired employee to the extent required by COBRA or pursuant to the applicable provisions of the Police Officer continuation statute (215 ILCS 5/367g). The City reserves the right to change insurance carriers, benefit levels or employee costs, or to self-insure, or to adopt a health maintenance organization or Preferred Provider Organization plan for the provision of health care benefits, so long as the new coverage and benefits are reasonably similar to those provided to the remaining full-time employees of the City.

Section 10.2. Cost Containment. The City strictly reserves its rights to institute cost containment provisions similar to those applicable to most other City employees. Examples of such cost containment provisions include, but are not limited to, the following:

1. hospitalization must be pre-approved for non-emergency purposes or health benefits may be reduced;

2. authorization for emergency admission must be obtained within 48 hours of the admission or benefits may be reduced;

3. hospital benefits shall be paid only for the approved number of extended confinement days, unless other authority has been obtained;

4. the City may require mandatory second opinions for elective surgery, pre-admission and continued admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 10.3. Cost. Subject to the provisions of Section 10.1 above, the City will offer insurance coverage to employees and their dependents with a share in the cost of this coverage between the employer and employee. The percentage of the cost share may vary over time; however, the cost share for bargaining unit employees would be the same as all other City employees. Should the need for cost sharing exceed 25% for the employee, this section would reference Article XXIX- Entire Agreement.

Section 10.4. Life Insurance. Active employees covered by the health insurance plan also have life insurance paid by the City equal to one (1) year's base salary raised to the next multiple of $1,000 if not already an even $1,000 figure.

Section 10.5. Terms of Insurance Policies to Govern. The extent of coverage under the insurance plan documents (including HMO or PPO plans) referred to in this Agreement shall be governed by the terms and conditions set forth in those policies. Any questions or disputes concerning such insurance documents, or benefits under them, shall be resolved in accordance with the terms and conditions set forth in the policies and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the City, nor shall such failure be considered a breach by the City of any obligation under this Agreement.

However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) from any liability it may have to the City, City employee or beneficiary of any City employee.

Section 10.6. Continuation of Benefit. When an officer is killed in the line of duty, the City will pay the full costs of premiums for the continuance of the then current health insurance for the benefit of the spouse and minor children of the deceased officer. Said coverage shall continue for the officer's spouse and minor children of the deceased officer as required by applicable state or federal law.

ARTICLE XI
DISABILITY BENEFITS

The City shall retain the right, pursuant to the Illinois Pension Code, 40 ILCS 5/22-301 to 3081, et seq. to establish a compensation system for employees injured or killed in the line of duty. Such system shall supersede any statutory or common law right employees may now have against the City.

ARTICLE XII
UNIFORMS

Section 12.1. Uniform Benefits. The City will provide all initial uniforms and equipment required by the City at no cost to the officer, with the exception of their firearm. The grace period for officers to purchase their own Department approved firearm will be one year from the date this 2025-2028 Agreement is executed. For officers hired after this Agreement has been executed, those officers will have until the end of their probationary period to purchase their own firearm. Beginning with the officer's second year of service with the City, Officers shall be provided a $1,000.00 clothing stipend (less applicable taxes) per year of the contract payable as a separate disbursement via direct deposit through payroll on or around May 1. Employees must continue to purchase only City approved uniforms or equipment. Members of the department assigned to the investigations division shall be permitted to use their clothing allowance to purchase non-uniform

items of clothing required for use in their plainclothes assignment. Members of NIPAS and ILEAS shall receive uniforms and equipment from the City on an "as needed" basis as reasonably determined by the City. Employees are responsible for cleaning and maintenance of their uniforms, and shall maintain a professional appearance at all times.

Section 12.2. Vest Procurement. The City shall provide vests of a type and quality to include gender specific, determined appropriate by the City to all employees as part of their initial uniform issue. The City may require that such vests will be worn under circumstances deemed appropriate by the Chief. The City will replace vests as indicated in its vest replacement schedule. When an officer's vest requires replacement, the cost of the vest will be covered by the City. All vests must be worn when performing police operational duties and should be cared for as instructed by the Chief or his designee.

Section 12.3. Uniform Procurement. Only department approved uniforms, clothing or equipment may be purchased from the uniform allowance fund. Uniforms as approved may be purchased through such vendor that may be approved by the department.

ARTICLE XIII
SECONDARY EMPLOYMENT

Section 13.1. Secondary Employment (Off-Duty). Employees considering employment in addition to work with the City must receive written approval from the Police Chief prior to beginning work to assure that the employee's secondary employment is in full compliance with the following guidelines:

(a) the secondary employment must not be a conflict of interest with the City employment;

(b) secondary employment must be scheduled outside of work time with the City including scheduled and unscheduled overtime;

(c) secondary employment may not infringe upon City work time including lack of energy on the job and interruptions concerning secondary employment including telephone calls and visitors;

(d) secondary employment may not require the officer to wear a City uniform, or to possess a firearm;

(e) secondary employment must also be in compliance with all portions of the Police Department's General Order, as such Order may be modified from time to time, relating to secondary employment and consist of employment of a non-police nature in which vested police powers are not a condition of employment.

Failure to comply with this procedure may result in being requested to terminate secondary employment and/or result in disciplinary action.

ARTICLE XIV
EDUCATIONAL BENEFITS

Section 14.1. On-Duty Training. Officers assigned to training sessions (other than basic law enforcement training) away from the police department, will be permitted to use a city car if the Chief or his designee determines a vehicle is available. If no vehicle is available, he shall be paid the prevailing mileage rate for the use of his own vehicle. The officer will be compensated at his hourly rate only for the number of hours the class is in session, including meals and rest period. The per diem allowance for meals and incidentals while on City business will follow rates (including any applicable tax and tip) determined by the U.S. General Services Administration (GSA).

Section 14.2. Scheduling of On-Duty Training. Time permitting; police officers assigned to in-house training shall be given reasonable advance notice of such training. When training outside the Department is scheduled for officers covered herein, said officers shall be given as much notice as reasonably possible as the City receives notice from the training facility and decides that such training would be appropriate.

Section 14.3. Travel Time for On-Duty Training. For assigned training classes outside of an employee's normal commuting time, travel time will be considered compensable hours. Provided, however, if an employee is dismissed from a scheduled eight (8) hour training class early, any compensation for travel time will be adjusted accordingly to account for the time of early dismissal (e.g. if an employee who would be entitled to 30 minutes of travel time under this section is released from class 30 minutes early, then no travel time compensation would be due).

Section 14.4. Travel and Meeting Expense Allowances. Members of the bargaining unit who desire to attend a professional conference or training seminar shall request permission, in writing, from the Chief. The Chief may grant or deny such request, as he solely deems appropriate. Any police officer attending a conference, meeting, seminar or convention who is reimbursed in whole or in part by the City, or who attends in a paid status, is expected to conduct himself or herself in a manner as if they were still at work. Any improper conduct will be treated as if it occurred during regular working hours. The per diem allowance for meals and incidentals while on City business will follow rates (including any applicable tax and tip) determined by the U.S. General Services Administration (GSA).

Any police officer attending any conference, meeting, seminar or convention and being reimbursed by the City must submit paid receipts for reimbursable expenses. The City will not reimburse expenses which are not documented or which are considered by the City to be unreasonable. Officers who have been authorized to attend such professional conferences, training seminars or other authorized educational meetings shall be reimbursed for all reasonable pre-approved meal, lodging, and travel costs during training upon presentation of appropriate receipts to the City.

Section 14.5. Tuition Reimbursement. The City promotes the education of its employees to improve the efficiency and effectiveness of City services. All employee requests for tuition reimbursement shall be subject to the availability of budgeted funds. In order to be considered for tuition reimbursement, the applicant must provide evidence of application for any applicable scholarships for the current year. The employee's course or degree program requirements, including instruction time and/or coursework, shall not be pursued during work hours and is purely voluntary. The employee's hours spent attending such course or degree program requirements shall not constitute hours worked for the purpose of calculating compensation due the employee even if the courses are job related. Where sections of this directive conflict with the collective bargaining agreement, the collective bargaining agreement shall prevail.

Eligibility Requirements

Only regular full-time employees, who have completed their probationary period and achieved at least a "meets expectation" in their most recent performance evaluation, are eligible to request tuition reimbursement assistance.

Courses must be by distance education courses or classroom attendance. An accredited educational institution shall provide the course work.

Employees are eligible to request tuition reimbursement for the following academic instruction: high school (not applicable to Fire Rescue or Police sworn positions), vocational, Associates degree/courses, undergraduate degree/courses and graduate degree/courses.

Procedure for Evaluation of Tuition Reimbursement Requests

Employee requests for approval must be made in writing, on the "Employee Request for Approval of Tuition Reimbursement for Course or Degree Program". Request to pursue a degree program

must be made no later than July 30th prior to the next fiscal year (January 1st). Request to pursue an individual class, not related to a degree program, must be made at least 30 days prior to the class. All training and educational activities shall be prioritized according to department needs and available and budgeted funds. The Chief or designee shall consult with the Director of Human Resources on the employee request. Prior to beginning coursework, the employee shall complete the "Voluntary Course Attendance Agreement.".

The following guidelines will be examined in relation to each request for tuition reimbursement, and guide whether the employee request will be approved:

- The immediate benefit that the course would provide to the employee, and the immediate effect that it would have on the employee's job performance. Individual non-degree courses will be approved on a case-by-case basis as to their relevance to the enhancement of the employee's current position. Degree programs must be required or directly related to the employee's current position.
- The recommendation of the employee's department director in regard to the request for tuition reimbursement and the employees overall educational pursuits.
- Whether or not the course for which tuition reimbursement is being requested is to be taken as part of a program leading to a college degree that is related to the employee's position and responsibilities.

- The cost of the tuition for the course
- The availability of budgeted funds.
- Employee's individual work record.
- Tuition Reimbursement Criteria

The following criteria shall guide the approval of reimbursement for academic instruction:

- The maximum reimbursement schedule for reimbursement shall be three thousand three hundred dollars ($3,300) per fiscal year, or less depending on budgeted available funds. Employees pursuing academic instruction will be eligible for reimbursement of tuition, not including books and fees.
- Only courses taken at an accredited state or private college/university will be eligible for reimbursement. Courses towards certification through continued education units (C.E.U.'s), i.e. non-credit courses, are not eligible for reimbursement. Expenses toward successfully completing a College Level Examination Program (CLEP) are eligible for reimbursement, but shall count toward the maximum reimbursement.

Reimbursement shall be disbursed based on the following grade criteria:

Grade	Reimbursement
A	100%
B	75%
C	50%
D or less	0%

*For pass/fail classes, the City shall pay 100% for "Pass" and 0% for "Fail". If employee chooses a pass/fail option when the course may be taken for a grade, the City shall pay 50% for "Pass" and 0% for "Fail".

The acceptance of reimbursement by the employee acknowledges that the employee has not received payment from any other financial assistance program, not including student loans. If other financial assistance is available to the employee, the City will reimburse only the remaining eligible expense. Reimbursement above a specific annual amount established by the IRS will be included in the employee's taxable income.

Prior to receiving tuition reimbursement, the employee shall make a good faith effort to receive scholarship funds to offset tuition.

Tuition reimbursement does not include mileage, fees, lodging, books and special materials such as computer related items or incidental expenses.

Seminars, workshops and other short-term training directly related to current department needs are not covered under this tuition reimbursement directive.

Tuition Reimbursement Procedure

Submit to the Chief or designee, following the class:

A completed "Statement of Educational Expenses"

Receipts for all expenses for which reimbursement is requested; and,

Verification of the grade received in the course.

Submit to the Chief or designee, the executed "Agreement for Repayment of Educational Expenses", and agree to continue employment with the City for at least two (2) years following completion of the last course(s) or degree requirement, or repay per the following:

Time employed from and after last Course or Degree requirement	*Amount to be refunded to City by the employee*
Less than 12 months:	100%*
12 months to 18 months:	50%*
18 months to 24 months:	25%*

*Employees in a degree program shall refund to the City the tuition percentage of the entire degree program from the date of program initiation to the last day of employment, not just the last class taken.

The Chief or designee shall submit this information to the Director of Human Resources for review and the City Manager for final approval.

ARTICLE XV

REIMBURSEMENT OF TRAINING EXPENSES

Section 15.1. If an employee voluntarily leaves the employment of the City during his first three (3) years of employment, the City may require such employee to reimburse the City for all uniform costs and expenses of training received by the employee during his employment with the City, including the costs associated with attendance at the Police Academy. This Section shall not apply to employees who retire from employment with the City in good standing and in accordance with the terms and provisions of the Police Pension Act or whose employment is terminated by the City. Employees hired by the City will be advised of the requirements of this Article XV, Reimbursement of Training Expenses, before they receive training which may be subject to such reimbursement.

ARTICLE XVI
WAGES

Section 16.1. Wage Scale. Retroactive to May 1, 2025 to and through April 30, 2028, employees covered by this Agreement at the time of execution shall be paid pursuant to the wage schedules that are attached hereto and incorporated herein as Appendices A through C. The May 1, 2025 adjustment shall be retroactive for all hours paid to members currently employed and members who have terminated in good standing.

Any wage payment for hours worked prior to the signing of this agreement will be governed by Section 16.1.

Section 16.2. Step Placement. The attached wage schedule will apply, in terms of years of service, to employees employed on the date this Agreement is executed.

After May 1st of each year covered by this Agreement, employees will be eligible to move from one step to the next, on their anniversary date of hire (based upon the employee's most recent

date of beginning continuous full-time employment in a bargaining unit position), provided the employee has received a "satisfactory/ meets expectations" or better evaluation by the City for work performed during the prior year. Step movement will not be automatic; step increases shall, if awarded, be contained in the employee's paycheck closest to the employee's anniversary date. Step movement may only be withheld if notice of unsatisfactory performance evaluation is provided ten (10) days prior to the employee's anniversary date.

The City's evaluation and compensation decisions applicable to employees in all Steps are subject to the grievance procedure.

The City, at its sole discretion, may determine the pay rate for newly hired employees. If in the exercise of that discretion the City determines that a newly hired employee shall be compensated at a rate higher than the beginning pay rate, it may do so.

The parties agree that the step increases called for in this Agreement shall be considered part of each year's wage increase for costing and comparison purposes.

Section 16.3. Longevity. Employees with 20 years of service as a sworn Police Officer with the City of Crystal Lake Police Department shall be granted an annual Longevity Payment of $1000 in the fourth quarter of the calendar year starting in the year in which he/she completes 20 years of service or in the case of a retiring employee with more than 20 or more years of service, on his/her date of retirement. This payment will be granted in a lump sum fashion to the employee.

Section 16.4 Stipends. Employees who have been designated as certified Field Training Officers (FTO) or certified Police Training Officers (PTO) shall receive an additional one and one half hour (1 ½) of pay at the overtime rate for each day they are assigned to seven (7) or more hours of recruit training.

For purposes of this section, "recruit" will be defined as a probationary police officer.

Section 16.5 Canine Officer. In the event the City, in the exercise of its sole discretion, elects to establish or maintain a canine program, the parties agree that to eligible for assignment by the Police Chief to the position of Canine Officer, an employee shall sign the Canine Officer Agreement, attached hereto as Appendix D, and incorporated herein by reference. Nothing herein shall obligate the City to create or maintain such a program.

ARTICLE XVII
EMPLOYEE WELLNESS AND FITNESS

Section 17.1. Physical Fitness Requirements. All employees are expected to be sufficiently fit to perform the requirements of their job. In order to maintain efficiency in the Police Department, to protect the public, and to reduce insurance costs and risks, the City may establish reasonable physical fitness standards for all employees.

Section 17.2. Fitness Examinations. If there is any reasonable question for any reason concerning an employee's fitness for duty, or fitness to return to duty, the City may require that the employee have an examination by a qualified and licensed physician or other appropriate medical professional selected and paid for by the City.

ARTICLE XVIII
EMPLOYEE ALCOHOL AND DRUG TESTING

Section 18.1. Statement of Policy. It is the policy of the City of Crystal Lake that the public has the absolute right to expect persons employed by the City in its Police Department will be free from the effects of drugs and alcohol. The City, as the employer, has the right to expect its employees to report for work fit and able for duty and to set a positive example for the community. The purposes of this policy shall be achieved in such manner as not to violate any established constitutional rights of the officers of the Police Department.

Section 18.2. Prohibitions. Officers shall be prohibited from:

(a) Consuming or possessing alcohol at any time during or just prior to the beginning of the work day or anywhere on any City premises or job sites, including City buildings, properties, vehicles and the officer's personal vehicle while engaged in City business, except as may be necessary in the performance of duty as authorized by the Chief or his designee.

(b) Possessing, using, selling, purchasing or delivering any illegal drug at any time and at any place except as may be necessary in the performance of duty as authorized by the Chief or his designee.

(c) Failing to report to the employee's supervisor any known adverse side effects of medication or prescription drugs which the employee may be taking.

Section 18.3. Drug And Alcohol Testing Permitted. Where the City has reasonable suspicion to believe that: (a) an officer is being affected by the use of alcohol; or (b) has abused prescribed drugs; or (c) has used illegal drugs, the City shall have the right to require the officer to submit to alcohol or drug testing as set forth in this Agreement. The City may also require an officer to suspicionless alcohol or drug testing to the extent permitted by Constitutional law. If the City were to conduct suspicionless testing, no fewer than four (4) officers will be selected for a random sample. Employees may be subjected to suspicionless testing no more than one (1) time per year unless otherwise specified in this Agreement. The foregoing shall not limit the right of the City to conduct any tests it may deem appropriate for persons working in a narcotics assignment or those seeking employment as police officers prior to their date of hire, or upon promotion or reassignment to another position within the Department.

Section 18.4. Order To Submit To Testing. Within forty-eight (48) hours of the time the officer is ordered to testing authorized by this Agreement, the City shall provide the officer with a written notice setting forth the facts and inferences which form the basis of the order to test. Refusal to submit to such test may subject the employee to discipline, but the officer's taking of the test shall not be construed as a waiver of any objection or rights that he or she may possess.

Employees ordered to submit to reasonable suspicion testing must, prior to the drug test, report to their supervisor, upon request, the use of any test-altering agents. The officer will have the option to complete a substance disclosure form that would disclose any prescribed or non-prescription medications, herbal supplements or other substances that the employee may have ingested to present to the testing agency.

Section 18.5. Test To Be Conducted. In conducting the testing authorized by this Agreement, the City shall:

(a) Use only a clinical laboratory or hospital facility which is certified by the State of Illinois to perform drug and/or alcohol testing, or use a licensed Breathalyzer operator who is not a member of the bargaining unit.

(b) Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result.

(c) If a blood, hair, or urine test, collect a sufficient sample of the same bodily fluid or material from an officer to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the officer.

(d) Collect samples in such a manner as to preserve the individual officer's right to privacy while insuring a high degree of security for the sample and its freedom from adulteration. Officers shall not be witnessed by anyone while submitting a sample except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable suspicion that the officer may attempt to compromise the accuracy of the testing procedure.

(e) Confirm any blood, hair or urine sample that tests positive in initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.

(f) Provide the officer tested with an opportunity to have the additional blood or urine sample tested by a clinical laboratory or hospital facility of the officer's choosing, at the officer's own expense; provided the officer notifies the City within seventy-two (72) hours of receiving the results of the test.

(g) Require that the laboratory or hospital facility report to the City that a blood, hair or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understandings expressed herein (e.g., billings for testing that reveal the

nature or number of tests administered), the City will not use such information in any manner or form adverse to the officer's interests.

(h) Require that with regard to alcohol testing, for the purpose of determining whether the officer is under the influence of alcohol, test results showing an alcohol concentration of .020 or more based upon the grams of alcohol per 100 millimeters of blood be considered positive (NOTE: The foregoing standard shall not preclude the City from attempting to show that test results between .010 and .020 demonstrate that the officer was under the influence, but the City shall bear the burden of proof in such cases).

(i) Provide each officer tested with a copy of all information and reports received by the City in connection with the testing and the results.

(j) Insure that no officer is the subject of any adverse employment action except emergency temporary reassignment or relief of duty during the pendency of any testing procedure.

Section 18.6. Right To Contest. If disciplinary action is not taken against an employee based in whole or in part upon the results of a drug or alcohol test, the Chapter and/or the officer, with or without the Chapter, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the test, the right to test, the administration of the tests, the significance and accuracy of the test, or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. Further, if disciplinary action is taken against an officer based in part upon the results of a test, then the Chapter and/or the officer, with or without the Chapter, shall have the right to file a grievance concerning any portion of the test. Any evidence concerning test results which is obtained in violation of the standards contained in this Article shall not be admissible in any disciplinary proceeding involving the officer.

Section 18.7. Voluntary Request For Assistance. The City shall take no adverse employment action against any officer who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem not involving or related to criminal activity, other

than the City may require reassignment of the officer with pay if he is unfit for duty in his current assignment. The foregoing is conditioned upon:

(a) The officer was not under investigation for illegal drug use or abuse of alcohol, or in such a circumstance that such investigation was imminent.

(b) The officer agreeing to appropriate treatment as determined by the physician(s) involved.

(c) The officer discontinues his use of illegal drugs or abuse of alcohol.

(d) The officer completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months.

(e) The officer agrees to submit to suspicionless testing during hours of work during the period of "aftercare."

Officers who do not agree to or act in accordance with the foregoing shall be subject to discipline, up to and including discharge. This Article shall not be construed as an obligation on the part of the City to retain an officer on active status throughout the period of rehabilitation if it is appropriately determined that the officer's current use of alcohol or drugs prevents such individual from performing the duties of a police officer or whose continuance on active status would constitute a direct threat to the property and safety of others. Such officer shall be afforded the opportunity, at his option, to use accumulated paid leave or take an unpaid leave of absence pending treatment.

ARTICLE XIX
GRIEVANCE PROCEDURE

Section 19.1. Definition. 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 Employer involving an alleged violation or misapplication of an express provision of this Agreement shall be subject to review under the grievance procedure. Any time period provided under the steps in the grievance procedure may be extended by mutual agreement of the parties.

Section 19.2. Procedure. A grievance filed against the Employer shall be processed in the following manner:

STEP 1: Any employee who has a grievance, or the Chapter if a Chapter grievance, shall submit the grievance in writing to the appropriate sergeant specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than seven (7) business days from the date of the occurrence of the matter giving rise to the grievance or within seven (7) business days after the employee or the Chapter, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The sergeant shall render a written response to the grievance within ten (10) business days after the grievance is received by the sergeant.

STEP 2: If the grievance is not settled at Step 1 and the employee, or the Chapter if a Chapter grievance, wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Chief of Police within seven (7) business days after receipt of the City's answer in Step 1 or within seven (7) business days of the time when such answer would have been due. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step of the grievance procedure. The Chief or his designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within seven (7) business days with the grievant or the Chapter representative at a time mutually agreeable to the parties. If no settlement

of the grievance is reached, the Chief or his designee shall provide a written answer to the grievant, or to the Chapter if a Chapter grievance, within ten (10) business days following receipt of the grievance by the Chief or his designee.

STEP 3: If the grievance is not settled at Step 2 and the employee, or the Chapter if a Chapter grievance, desires to appeal, it shall be referred by the employee or the Chapter in writing to the City Manager or his designee within seven (7) business days after receipt of the Police Chief's answer in Step 2. Thereafter, the Manager or his designee and such other representatives of the City as are desired by the Manager or his designee, shall meet with the grievant, the Chapter's representative and an outside, non-employee representative of the Chapter if desired by the grievant, within fifteen (15) business days of receipt of the employee's or the Chapter's appeal, if practicable. If no agreement is reached, the Manager or his designee shall submit a written answer to the employee, or the Chapter if a Chapter grievance, within twenty (20) business days of the receipt of the grievance by the Manager or his designee. Grievances regarding discipline will begin at this Step.

Section 19.3. Arbitration. If the grievance is not settled in Step 3 and the Chapter wishes to appeal the grievance from Step 3 of the grievance procedure, the Chapter may advance the grievance to arbitration by making a written demand for arbitration to the City Manager within twenty (20) business days of receipt of the City's written answer as provided to the Chapter at Step 3:

a. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said five (5) day period, the parties shall jointly request

the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of five (5) arbitrators who are all members of the National Academy of Arbitrators residing in the State of Illinois. Each party retains the right to reject one (1) panel in its entirety and request that a new panel be submitted. Both the City and the Chapter shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two names; the other party shall then strike two names. The person remaining shall be the arbitrator.

b. The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Chapter and City representatives.

c. The City and the Chapter shall have the right to request the arbitrator to require the presence of witnesses or documents. The City and the Chapter retain the right to employ legal counsel.

d. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

e. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

f. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the City and the Chapter; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 19.4. Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the questions of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provision of the Agreement. The arbitrator shall be empowered to determine only the issue raised by the grievance as submitted in writing at Step 1 (or at Step 3 in the case of discipline). The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is in any way contrary to or inconsistent with applicable laws or rules and regulations of administrative bodies that have the force and effect of law. Any decision or award of the arbitrator rendered within the limitation of this Section shall be binding upon the Chapter and employees covered by this Agreement, and upon the City.

Section 19.5. Time Limit For Filing. No grievance shall be entertained or processed unless it is submitted at Step 1 within seven (7) business days after the occurrence of the event giving rise to the grievance or within seven (7) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. A "business day" is defined as a calendar day exclusive of Saturdays, Sundays or holidays recognized by the City. If a grievance is not presented by the employee or the Chapter within the time limits set forth above, it shall be considered "waived" and may not be further pursued by the employee or the Chapter. If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered withdrawn. If the City does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Chapter may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

Section 19.6. Time Off. The grievant and one Chapter representative, or a Chapter representative if a Chapter grievance, shall be given paid time off to participate in the Step 3 meeting if the meeting is conducted on working time. No other time spent on grievance matters shall be considered time worked for compensation purposes.

ARTICLE XX
NON-DISCRIMINATION

Section 20.1. Non-Discrimination. In accordance with applicable law, both the City 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, sexual orientation, national origin, political affiliation and/or beliefs, mental and/or physical handicaps and Chapter activities. An alleged violation of this Section may be pursued through Step 3 of the grievance procedure and no further.

Section 20.2. Chapter Activity. The City 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. An alleged violation of this Section may be pursued through Step 3 of the grievance procedure and no further.

Section 20.3. Americans With Disabilities Act. The parties agree that the City may, notwithstanding any other provisions of this Agreement, take action that is in accord with what is legally permissible under the Act in order to be in compliance with the Americans With Disabilities Act, so long as it does not diminish or alter any current statutory benefit.

ARTICLE XXI
DISCIPLINE

Section 21.1. Policy of Progressive Discipline. It is the intention of the Police Department to develop and coach our employees to be successful, effective professionals. However at times, despite coaching and training efforts, it may be most appropriate to encourage behavioral change through disciplinary action. The Police Department, in a written notice from the office of the Chief of Police, may take, among others, any of the following disciplinary actions against a bargaining unit member who has violated the rules and regulations of the department:

a. oral reprimand;

b. written reprimand;

c. suspension without pay for a period not to exceed sixty (60) days;

d. termination of employment.

Section 21.2. Oral and Written Reprimand. In cases of an oral or written reprimand or corrective interview report, notation of such reprimand or report shall become a part of the employee's personnel file and a copy given to the employee. Nothing herein shall preclude an employee from submitting written response to an oral or written reprimand, which such response shall be filed with the reprimand.

Section 21.3. Removal of Records. Removal of written reprimands will be allowed only at the written request of the affected employee following the guidelines below. The request for removal of written reprimand must be presented to the Chief or his designees, approved by the Chief or his designee and sent to the Human Resources Director for removal of the record to occur.

Verbal counseling or verbal reprimand, if sent to the personnel file, may be requested for removal after one (1) year with no additional counseling or discipline of any nature.

Written reprimand for an administrative rule violation with no direct life-safety impact, may be requested for removal after two (2) years with no additional counseling or discipline of any nature.

Written reprimands for violations with life-safety impact, suspensions, demotions, etc., shall remain in the employee's file.

Section 21.4. Personnel File Records Act. The City agrees to abide by the lawful requirements of the "Access to Personnel Records Act," 820 ILCS 40/0.01, et seq. of the Illinois Revised Statutes. Any alleged violation of this Section shall only be subject to review under the first three steps of the grievance procedure and no further.

Section 21.5. Pre-disciplinary Meeting. Prior to imposing any unpaid suspension or termination of a non-probationary employee, the Police Chief, or in his absence the Chief's designee, will offer to meet with such employee. The employee will be allowed Union representation at such meeting, if requested. Prior to said meeting, the employee will be provided with a copy of a written description of the infractions such employee has allegedly committed. The employee and/or the Union will be allowed the opportunity to offer exculpatory facts or mitigating factors during said meeting.

ARTICLE XXII
INVESTIGATIONS CONCERNING OFFICERS

The City agrees to abide by the lawful requirements of the Illinois Compiled Statutes, 50 ILCS 725/1 et seq. Any alleged violation of this Article shall only be subject to review under the first three steps of the grievance procedure and no further.

ARTICLE XXIII
LAYOFF AND RECALL

Section 23.1. Layoff. The City in its absolute discretion shall determine when and whether layoffs are necessary. If the City so determines that these conditions exist, employees covered by this Agreement will be laid off in rank in accordance with their length of service with the City as provided in 65 ILCS 5/10-2.1-18. Absent emergency, all officers shall receive notice in writing of a layoff at least seven (7) days in advance of the effective date of such layoff(s). While on layoff status, employees do not accrue, are not eligible to receive, nor are they entitled to City benefits. Time off on layoff status shall not be counted toward years of service.

Section 23.2. Recall. Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training.

Employees who are eligible for recall shall be given ten (10) calendar days' notice of recall. Notice of recall shall be sent to the employee by certified or registered mail, return receipt requested, with a copy to the Chapter. The employee must notify the Police Chief or his designee of his intention to return to work within three (3) days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list.

ARTICLE XXIV
NO STRIKE/NO LOCKOUT

Section 24.1. No Strike. Neither the Chapter nor any officers, agents or employees will instigate, promote, sponsor, engage in or condone any strike, sympathy strike, secondary boycott, slowdown, speed-up, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass resignations, mass absenteeism, organized interference or picketing which in any way results in the interruption or disruption of the operations of the City, regardless of the reason for so doing. Each employee who holds the position of officer or steward of the Chapter occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Chapter agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 24.2. No Lockout. The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Chapter.

Section 24.3. Judicial Restraint. Nothing contained herein shall preclude the City or the Chapter from obtaining judicial restraint and damages in the event the other party violates this Article.

Section 24.4. Discipline of Strikers. Any employee who violates the provisions of Section 24.1 of this Article shall be subject to disciplinary action and statutory penalties. Any action taken by the Employer against any employee who participates in any action prohibited by Section 24.1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure.

ARTICLE XXV
MAINTENANCE OF ECONOMIC BENEFITS

All direct and substantial economic benefits which are not set forth in this Agreement and are currently in effect shall continue and remain in effect until such time as the City shall notify the Chapter of its intention to change them. Upon such notification, and if requested by the Chapter, the City shall meet and discuss such change before it is finally implemented by the City. Any change made without such notice shall be considered temporary pending the completion of such meet and confer discussions. If the Chapter becomes aware of such a change and has not received notification from the City, the Chapter must notify the City within fourteen (14) days of the date the Chapter became aware of such change and request discussions or such inaction shall act as a waiver of the right to such discussions by the Chapter. If no agreement is reached within thirty (30) calendar days after discussions begin, the Chapter shall have the right to defer the dispute over the change to arbitration as set forth in Section 1614 of the Illinois Public Labor Relations Act (5 ILCS 315/14); the parties agree that the City shall have the right to temporarily implement the change during the period of such bargaining or arbitration.

ARTICLE XXVI
UNION SOLICITATION

While the City of Crystal Lake acknowledges that the chapter may be conducting solicitation of merchants, residents or citizens, the bargaining unit members covered by this agreement agree that none of them will solicit any person or entity for contributions or appear to so solicit any person on behalf of the Crystal Lake Police Department or the City of Crystal Lake.

Bargaining unit members agree that the City name, shield or insignia, communications systems, supplies and materials will not be used for solicitation purposes. Solicitation by bargaining unit employees may not be done on work time or in a work uniform. The bargaining unit members agree that they will not use the words "Crystal Lake Police Department" in its name

or describe itself as the "City of Crystal Lake". The bargaining unit members shall have the right to explain to the public, if necessary that they are members of an organization providing collective bargaining and legal defense benefits to all patrol-rank police officers employed by the City.

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

This agreement does not apply to the solicitation efforts of the Metropolitan Alliance of Police or any of its agents who are not bargaining unit employees.

ARTICLE XXVII
SAVINGS CLAUSE

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

ARTICLE XXVIII
ENTIRE AGREEMENT

Section 28.1. Entire Agreement. This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the Employer as provided in the Management Rights clause, Article III. The parties acknowledge that during the negotiations which resulted in this

Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Chapter specifically waives any right it may have to impact or effects bargaining for the life of this Agreement.

Section 28.2. Ratification and Amendment. This Agreement shall become effective when ratified by the Chapter's membership and then the City's elected officials and signed by authorized representatives thereof, and may be amended or modified during its term only with mutual written consent of both parties.

ARTICLE XXIX
TERMINATION

This Agreement shall be effective as of the day after it is executed by both parties and shall remain in force and effect until April 30, 2028. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date and not earlier than ninety (90) days that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. In the event that either party desires to terminate this Agreement, then the benefits as described herein shall remain in full force and effect with no diminution up to and until a new collective bargaining agreement shall be executed. The party wishing to terminate shall give at least ten (10) days' notice to the other party and such termination date shall not be prior to April 30, 2028. Executed this 2nd day of July, 2025, after receiving official approval by the Mayor and City Council and ratification by the Chapter's membership.

METROPOLITAN ALLIANCE OF POLICE, CHAPTER #177:

Keith R. George, MAP President

CITY OF CRYSTAL LAKE:

Eric Helm, City Manager

Brian Rossow, President M.A.P. Chapter #177

APPENDIX A

WAGE SCHEDULE

May 1, 2025-April 30, 2026 (4%)

Step 1	$37.54	$78,091.52
Step 2	$39.72	$82,612.61
Step 3	$41.94	$87,241.86
Step 4	$44.12	$91,762.94
Step 5	$46.29	$96,284.03
Step 6	$48.50	$100,870.02
Step 7	$57.84	$120,317.18

APPENDIX B

WAGE SCHEDULE

May 1, 2026-April 30, 2027 (3.5%)

Step 1	$38.86	$80,824.72
Step 2	$41.11	$85,504.05
Step 3	$43.41	$90,295.32
Step 4	$45.66	$94,974.65
Step 5	$47.91	$99,653.97
Step 6	$50.19	$104,400.47
Step 7	$59.87	$124,528.29

APPENDIX C

WAGE SCHEDULE

May 1, 2027-April 30, 2028 (3.25%)

Step 1	$40.12	$83,451.53
Step 2	$42.44	$88,282.93
Step 3	$44.82	$93,229.92
Step 4	$47.14	$98,061.32
Step 5	$49.47	$102,892.73
Step 6	$51.82	$107,793.48
Step 7	$61.82	$128,575.45

APPENDIX D
Canine Officer Agreement

The canine officer shall perform and log on his/her daily log the following duties relative to his/her assigned canine during the course of his/her duty shift:

- Exercise and Grooming
- Feeding (one meal)
- Training
- Veterinarian routine checkups and shots
- Procuring food and supplies

The officer shall be granted four (4) hours of compensatory time per week for the following at home outside work activities with his/her assigned canine:

- Cleaning the canine's kennel or other place where the canine is kept, and cleaning up after the canine.
- Feeding (one meal for on-duty days and 2 meals on off-duty days)
- Exercise on off-duty days
- Emergency trips to the Veterinarian

These functions are also logged on a daily log. If the off-duty at-home canine care activities exceed the hours per week allowance, for any week, the officer shall submit via the daily log identifying the additional activities engaged in, the times at which they took place and the duration of the activities to his/her supervisor by the end of the shift immediately following the week in order to receive any further compensation.

_____ _____

Officer Date

_____ _____

Chief of Police Date

APPENDIX E

Sick Leave Buy Back Employee Eligibility List

The following bargaining unit employees shall be eligible for the sick leave buy back benefit described in Section 9.4 of the Agreement:

BADGE	OFFICER	DATE of APPOINTMENT
105	Dimitrios Boulahanis	01/03/2000
125	Jason Duncan	09/24/2001
159	Krzysztof Krol	07/05/2005
131	Michael Maloney	03/17/2014
166	Zachary Morse	12/22/2008
158	Brian Rossow	07/02/2007
169	Christopher Sanders	09/20/2010
164	Scott Torkelson	10/27/2008
133	Lisa Tietz	09/15/2008
168	Ingrid Pinto	09/14/2009
162	Dominika Wawrzyniak	12/04/2006

SIDE LETTER OF AGREEMENT
DRUG AND ALCOHOL TESTING FOLLOWING OFFICER INVOLVED SHOOTINGS

The City of Crystal Lake ("City"), the Metropolitan Alliance of Police Chapter # 177, referred to herein as the "Union") hereby agree to the following policy to be implemented in accordance with Illinois Public Act 100-389:

1. The Union agrees that its members shall be required to abide by the City's Policy regarding "Officer Involved Shooting and Deaths" including the section that requires each officer who is involved in an officer involved shooting to submit to drug and alcohol testing, so long as such testing is required by Public Act 100-389 or any similar state law.

2. For 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.

3. 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 and 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.

4. The parties agree that the provisions of the collective bargaining agreement regarding drug testing and standards for discipline shall regulate the drug testing procedures and the consequences for any positive drug test results.

5. 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. This does not limit the City's right to obtain test results via other available legal process.

Metropolitan Alliance of Police Chapter 177

By: _____

Date: 4/22/22

City of Crystal Lake, Illinois

By: _____

Date: 5/3/2022

SIDE LETTER OF AGREEMENT

In light of the current public health crisis, the parties have determined that an amendment to their 2019-2022 collective bargaining agreement (CBA) is appropriate, to provide supplemental sick leave to newly hired employees. The City of Crystal Lake (City), the Metropolitan Alliance of Police Chapter # 177, Union) hereby agree as follows:

1. Retroactive to August 12, 2021, the City will provide newly hired employees with paid sick leave upon hire, in such amount as the City deems appropriate. Such grant of sick leave shall be in addition to the sick leave accrual provided under Section 9.2 of the CBA, but such use of such sick leave shall otherwise be subject to the applicable provisions of Article IX (Sick Leave) of the CBA.

2. The parties further agree that in the future, the City may adjust or modify the supplemental sick leave benefit for new hires described above, as circumstances change. Nothing herein shall affect sick leave accrual under Section 9.2 of the CBA.

3. This Side Letter shall be effective upon execution, and thereafter renewed to cover the term of the successor collective bargaining agreement between the parties.

AGREED:

Metropolitan Alliance of Police Chapter 177

By: Jeff Mattson

Date: 02/17/2022

City of Crystal Lake, Illinois

By:

Date: 2/22/2022

CONTRACTUAL MEMORANDUM OF UNDERSTANDING BETWEEN

METROPOLITAN ALLIANCE OF POLICE,

CRYSTAL LAKE POLICE CHAPTER #177

AND

THE CITY OF CRYSTAL LAKE

This Memorandum of Understanding (hereinafter "Memorandum") is hereby made and entered into by and between the Metropolitan Alliance of Police, Crystal Lake Police Chapter #177 (hereinafter "Union"), and the City of Crystal Lake (hereinafter "Employer"), collectively referred to as the "Parties".

The purpose of the Memorandum is to provide for a twelve (12) hour power shift on a temporary, nonprecedential basis. The parties have met and fully bargained this issue and, in a good faith effort to resolve this issue and to implement a new 12-hour power shift schedule between the parties, the below paragraphs shall set forth the terms and conditions regarding this issue for the period of January 1, 2025, through December 31, 2025.

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. The 12-hour power shift shall work as follows:

    a. The shift hours are from 2:00 p.m. to 2:00 a.m.
    b. No more than six (6) officers, and always an even number, will be assigned to the 12-hour power shift. Assignment to the 12-hour power shift is voluntary and will be done according to seniority. An officer may not be assigned or may be removed from the 12-hour power shift for poor performance, as determined by the Chief or designee.
    c. Officers assigned to the 12-hour power shift will work one regular eight (8) hour shift, inclusive of a thirty (30) minute lunch, within a fourteen (14) day work cycle, as determined by the Chief or designee.
    d. Officers working the 12-hour power shift are not subject to hold-over or early-in coverage, except in an emergency, as determined by the Chief or designee. However, such officers are subject to hold-over and early-in coverage when working their 8-hour shift.
    e. All paid leave time shall continue to accrue as currently stated in the Parties' 2022-2025 Collective Bargaining Agreement (CBA).

f. When an officer is working a 12-hour power shift on a training day, the officer is expected to start at work or return to work for any portion of the shift where training is not occurring.
g. Officers assigned to specialty assignments shall not be eligible to work the 12-hour power shift.
h. Officers assigned to the 12-hour power shift must remain on the shift for a minimum of ninety (90) calendar days. If an officer chooses to leave the 12-hour power shift, the officer must provide a minimum of thirty (30) calendar days' notice. The officer will be assigned to a regular shift as needed and at the Chief's or designee's discretion. In the event that there are no volunteers to fill the vacant 12-hour power shift assignment, and because the 12-hour power shift assignment must include an equal number of officers, the officer with the least seniority on the 12-hour power shift will also be moved to the regular 8.5 hour shift, unless another 12-hour power shift assigned officer volunteers to do so.

2. In order to accommodate the 12-hour power shift schedule, the provisions below from the 2022-2025 CBA shall be amended as follows. With the exception of the sections detailed below, all remaining language of the 2022-2025 CBA, shall remain unchanged.

ARTICLE V
HOURS OF WORK AND OVERTIME

Section 5.2. Permanent Shifts by Seniority
The 12-hour power shift will not follow the bids for shift work calendar detailed in this Section.

Section 5.5. Overtime Pay and Overtime Scheduling. Employees shall be paid one and one half (1 ½) times their regular rate of pay for all hours worked in excess of the employee's scheduled shift or eighty (80) hours in a 14-day work period ~~beyond eight (8) hours in a normal work day or forty (40) hours in a seven (7) day work week~~ as established by the Department. Under the 5-2, 5-3 work schedule, employees shall be paid one and one half (1 ½) times their regular rate of pay for all hours worked beyond eight hours and thirty (30) minutes in a normal workday or beyond all hours regularly scheduled in a fourteen (14) day work period as established by the Department. Under the 12-hour power shift schedule, employees shall be paid one and one half (1 ½) times their regular rate of pay for all hours worked beyond twelve hours in a normal workday or beyond eight hours for

their scheduled 8-hour day or beyond all hours regularly scheduled in a fourteen (14) day work period as established by the Department.

Time paid but not worked (vacations, holidays, compensatory time off, personal business days, and sick time) shall be considered as hours worked for the purpose of calculating overtime pay.

Absent an operational necessity or exigent circumstances, as determined by the Police Chief or his designee, a patrol officer working a full patrol shift on his or her RDO will not be required to work the patrol shift immediately following the overtime shift.

ARTICLE VI
VACATION

Section 6.2. Definition of Vacation. A "vacation" for purposes of this Agreement is defined as, for employees working the 5-2, 5-3 work schedule, any time off period which is five (5) or more days long and during which five (5) or more benefit days are used, and for employees working the 12-hour power shift work schedule, any time off period which is three (3) or more days long and during which three (3) or more shifts of benefit time are used (benefit days include paid vacation, holiday, compensatory or personal days off, but not paid sick days).

Section 6.3. Vacation Pay. The rate of vacation pay shall be the employee's regular straight-time pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation. Under the 5-2, 5-3 work schedule, use of vacation time shall result in a deduction of eight and one half (8 ½) hours of accrued vacation time. Under the 12-hour power shift work schedule, use of vacation time shall result in a deduction of twelve (12) hours of accrued vacation time, unless the employee takes vacation time for the employee's 8-hour shift day, in which case the use of vacation time shall result in a deduction of eight (8) hours of accrued vacation time.

ARTICLE VII
HOLIDAY AND PERSONAL BUSINESS TIME

Section 7.2. Holiday Pay. Officers scheduled to work on a holiday shall do so. Holiday pay for all officers, including patrol officers assigned to the 5-2, 5-3 work schedule, shall be paid on the following basis:

a. If an officer works on a holiday, compensation will be at the officer's straight time hourly rate of pay for each hour worked, plus eight (8) hours pay for the holiday. However, if an officer works on the City

recognized and celebrated holidays of Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Day and Independence Day, they will be paid at time and one-half for hours worked on those specific days. For patrol officers assigned to the 5-2, 5-3 and 12-hour power shift work schedules only, the term "holiday" as used in this Section 7.2 means the date of the actual holiday, not the date of the City's observance. In order to be eligible for the holiday pay benefit described in this Subsection a, the officer must work all of their scheduled work hours on the date of the holiday.

b. If a holiday falls on an officer's regularly scheduled day off, he will receive compensation equivalent to eight (8) hours at his straight time rate of pay in lieu of a day off.

c. An officer may request time off on a holiday subject to approval by the Chief of Police. If a holiday is taken as time off, the officer will be paid only the eight (8) hours for the holiday with no additional payment for any benefit time. However, patrol officers assigned to the 5-2, 5-3 work schedule may receive payment for one half hour of compensatory time off as set forth under Section 5.5 of this Agreement. Officers assigned to the 12-hour power shift will receive the eight (8) hours for holiday pay and will be required to take four (4) hours of either compensatory or vacation time to cover the entire shift off.

ARTICLE VIII
LEAVE OF ABSENCE

Section 8.10. Bereavement Leave. The Chief or his designee shall grant leave with pay for funerals and wakes in the immediate family. The immediate family shall be defined to include the employee's spouse, children, parents, spouse's parents, grandparents, siblings, and those persons residing in the employee's household (residence) at time of death. The maximum funeral leave shall be three (3) days for employees on the 5-2, 5-3 work schedule and twenty-four (24) hours for employees on the 12-hour power shift work schedule. This may be paid as regular time. Should a death occur outside of the immediate family, the employee may request and per the Chief or his designee, be authorized to use as appropriate vacation, compensatory or personal leave.

ARTICLE IX
SICK LEAVE

Section 9.1. Purpose. Sick leave shall be used for the purpose for which it was intended, that being to provide an officer protection against a full day's loss of pay due to a non-work related illness or injury of the officer or in the officer's immediate family (as defined in Section 1.5). Sick leave may not be converted into any other form of compensation, except upon separation from employment in good standing and as provided below. Sick leave shall be taken in a minimum of one (1) hour increments. Under the 5-2, 5-3 work schedule, use of a full day's sick leave will result in a deduction of eight and one half (8 ½) hours of accrued paid time off. Under the 12-hour power shift work schedule, use of a full day's sick leave will result in a deduction of twelve (12) hours of accrued paid time off or eight (8) hours of accrued paid time off, as appropriate. In addition to employee illness, sick leave may be used for medical or dental appointments, illness and the birth of a male employee's child or for the adoption of a male or female employee's child, but not to exceed three (3) days sick leave usage.

3. In order to accommodate the 12-hour power shift schedule, the provisions below from the Side Letter of Agreement on compensatory time, signed on December 22, 2023, shall be amended as follows. With the exception of the section detailed below, all remaining language of the Side Letter of Agreement, shall remain unchanged.

2. Each officer may elect to use up to three (3) full days (twenty-four (24) hours for employees working the 12-hour power shift work schedule) of earned compensatory time off each calendar year regardless of manpower. For officers assigned to patrol, only one (1) officer per shift can choose to use this "unrestricted time" for the same scheduled workday and it cannot be used on a designated holiday, "blackout day" for training or any other major event. Requests may be made at least forty-eight (48) hours in advance of the selected date unless otherwise permitted.

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4. Either Party may choose to eliminate the 12-hour power shift for any reason. Should either Party desire to eliminate the 12-hour power shift, the Party shall provide a minimum of thirty (30) calendar days' notice to the other Party, except in the case of an emergency. In the event of such elimination, the relevant original provisions of the CBA shall then control,

and the parties shall revert to the contract language contained within the current CBA.

5. Should there be any dispute regarding the terms of this Memorandum, the Parties shall discuss and work to resolve the issue informally. Should there be any conflict between the provisions of this Memorandum and the provisions of the Parties' CBA, or any successor agreement, the provisions of this Memorandum shall govern, so long as the 12-hour power shift work schedule is maintained. Neither this Memorandum, nor any of its contents, shall be subject to the Parties' grievance procedure contained in Article XIX of the CBA.

6. To the extent that any portion of this Memorandum may be held to be invalid or legally unenforceable by a court of competent jurisdiction, administrative body or arbitrator, the parties agree that the remaining portions of this Memorandum shall not be affected and shall be given full force and effect.

7. This Memorandum of Understanding will take effect January 1, 2025.

Metropolitan Alliance of Police Chapter 177	**City of Crystal Lake, Illinois**
By: _____	By: _____
Date: 12/18/24	Date: 12/18/24