

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO  
EXECUTE A COLLECTIVE BARGAINING AGREEMENT BETWEEN  
THE METROPOLITAN ALLIANCE OF POLICE (MAP)  
DARIEN POLICE CIVILIAN EMPLOYEES CHAPTER #147  
UNIT "B" - NON-SWORN EMPLOYEES  
AND THE CITY OF DARIEN  
(MAY 1, 2023 THROUGH APRIL 30, 2026)**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU  
PAGE COUNTY, ILLINOIS, as follows:**

**SECTION 1:** The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to Execute a Collective Bargaining Agreement between the City of Darien and the Metropolitan Alliance of Police, Darien Police Civilian Employees Chapter #147, Unit "B" - Non-Sworn Employees (May 1, 2023 through April 30, 2026), a copy of which is attached hereto as "Exhibit A" and is by this reference expressly incorporated herein.

**SECTION 2:** This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

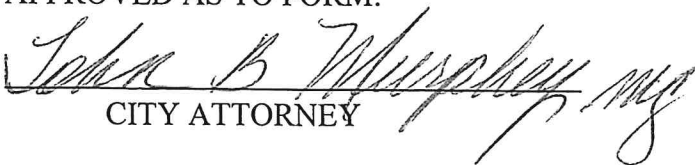
**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE  
COUNTY, ILLINOIS, this 17<sup>th</sup> day of April, 2023.**

AYES:           5 - Belczak, Chlystek, Gustafson, Kenny, Sullivan  
NAYS:           0 - NONE  
ABSENT:        2 - Schauer, Vaughan

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,  
ILLINOIS, this 17<sup>th</sup> day of April, 2023.**

  
\_\_\_\_\_  
JOSEPH MARCHESE, MAYOR

ATTEST:  
  
\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
CITY ATTORNEY



NEGOTIATED AGREEMENT BETWEEN  
THE METROPOLITAN ALLIANCE OF POLICE  
DARIEN POLICE CIVILIAN EMPLOYEES  
CHAPTER #147  
UNIT "B" - NON-SWORN EMPLOYEES  
AND  
THE CITY OF DARIEN

05/01/23 to 04/30/26

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## **PREAMBLE**

This Agreement entered into by the City of Darien, DuPage County, Illinois, hereinafter referred to as the City, and the Metropolitan Alliance of Police Darien Chapter, Unit B (Records Clerks, Community Service Officers, and Crime Analysts of the Police Department), hereinafter referred to as either the Chapter collectively or Chapter Unit B, and is intended to promote harmonious and mutually beneficial relations between the City and the Chapter. This Agreement sets forth the basic and full agreement between the parties concerning rates of pay, wages and other conditions of employment for all full-time records clerks, community service officers, and crime analysts including all probationary employees in those positions within the Police Department in the City of Darien hereinafter referred to as "employees", or when the context requires a singular noun, as "employee".

## ARTICLE I RECOGNITION

### Section 1.1 Recognition

Pursuant to an election and certification by the Illinois Labor Relations Board under Case No. S-RC-94-129, Unit A and Unit B dated July 19, 1994, and the certification issued thereon to the Chapter by the State of Illinois Labor Relations Board. The City recognizes the Chapter as the exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for (Unit B) all full-time non-sworn employees of the Darien Police Department.

None of the provisions of this Agreement shall be construed to require either the City or the Chapter to violate any Federal or State Laws. In the event any provisions hereof or hereinafter stated shall conflict with any such law, such provision shall be modified to the extent necessary to conform to said laws.

### Section 1.2 Probationary Period

As established by the City, the probationary period for Employees in Unit B shall be twelve (12) months in duration from the date of appointment. During the probationary period, an employee is subject to discipline, including discharge with or without cause and with no recourse to the grievance procedure or any other forum within this Agreement. At the end of the probationary period, if there is reason to believe that the employee may need additional time to develop the ability to perform satisfactorily, the probationary period may be extended for two (2) additional ninety (90) day periods.

A probationary employee shall not be eligible to use benefits for sick leave, military leave, or vacation during the initial six (6) months of the probationary period, but will earn credit for those to be taken at a later date. Probationary employees shall be entitled to use said benefits during any extension of the probationary period. It is further agreed that probationary employees shall be entitled to all other right, privileges and benefits conferred by this agreement except as previously stated.

### Section 1.3 Fair Representation

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

### Section 1.4 Gender

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

### Section 1.5 Chapter Officers

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

### Section 1.6 Chief of Police

When the term Chief is used it shall mean the Chief of Police for the City of Darien.

## **ARTICLE II MANAGEMENT RIGHTS**

### Section 2.1 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 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; to make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to evaluate 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 work hours (shift hours); to determine internal investigation procedures; to take any and all actions as may be necessary to carry out the mission of the City and the Police Department in the event of civil emergency as may be declared by the Mayor, Police Chief, or their authorized designees, it is the sole discretion of the Mayor to determine that civil emergency conditions exist which may include, but not be limited to, riots, civil disorders, tornado conditions, floods or other catastrophes. In the event of such emergency action, the provisions of this Agreement 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; and to carry out the mission of the City.

## **ARTICLE III LAYOFF**

### Section 3.1 Layoff

The City shall determine when and whether lay-offs are necessary. If the City so determines that these conditions exist employees covered by this Agreement will be laid off in accordance with their category of employment and their length of service with the City, as follows: part-time employees will be laid off first, then probationary employees will be laid off. Thereafter, full-time employees with the least seniority shall be laid off.

Employees who are laid off shall be placed on a recall list.

All employees shall receive notice in writing of the layoff at least fifteen (15) days in advance of the effective date of such layoffs.

### Section 3.2 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. If further training is necessary for the employee to perform the work for which s/he is recalled the City shall provide that training at the City's expense.

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

**ARTICLE IV  
COMPENSATION & HOURS OF WORK**

**Section 4.1 Compensation**

***Section 4.1a Compensation***

Employees shall be paid in accordance with the below table and shall be effective as set forth in the table.

Any and all retroactive pay shall be distributed to the employees in a lump sum on or before 45 days after the date of execution of this agreement.

Employees shall receive a one-time equity adjustment of 1.5% of their salary which will be added to the 2023 merit pay.

	<u>05/01/23</u>	<u>05/01/24</u>	<u>05/01/25</u>	<u>05/01/26</u>
% Increase	4.000%	3.000%	2.500%	2.500
Start	\$50,620.96	\$52,139.59	\$53,443.08	\$54,779.16
1	\$53,152.32	\$54,746.89	\$56,115.56	\$57,518.45
2	\$55,683.68	\$57,354.19	\$58,788.05	\$60,257.75
3	\$58,214.00	\$58,960.42	\$61,459.43	\$62,995.92
4	\$60,745.36	\$62,567.72	\$64,131.91	\$65,735.21
5	\$63,276.72	\$65,175.02	\$66,804.40	\$68,474.51
6	\$65,807.04	\$67,781.25	\$69,475.78	\$71,212.68
7	\$68,338.40	\$70,338.55	\$72,148.27	\$73,951.97

In light of the current unprecedented inflation and related economic political uncertainty, years three ((05/01/25) and four (05/01/26) is dependent on Consumer Price Index – Urban (CPI-U) results for the 12-month period ending in March. CPI-U means the U.S. Department of Labor Consumer Price Index for Chicago, Naperville & Elgin.

1. If the CPI-U for the preceding 12-month period ending March 31, 2025 or March 31, 2026 is 5% or greater, the wage increase for the next contract year shall be 2.750%.
2. If the CPI-U for the preceding 12-month period ending March 31, 2025 or March 31, 2026 is less than 5%, the wage increase for the next contract year shall be 2.500% even if the CPI-U for the 12-months (ending in March) preceding that contract year falls to less than 2.500%.

***Section 4.1b ICMA***

All employees covered by this Agreement shall be allowed to participate in the City provided ICMA program. All employees shall be given matching funds to be deposited in a tax-deferred account for the member up to \$1,200.

*Section 4.1c Merit Evaluation*

An evaluation system has been developed by the department and agreed to by the Chapter. The evaluation system will be responsible for determining the merit bonus.

Full Merit Bonus Level, Contract Year Beginning:

May 1, 2023: \$2,850  
May 1, 2024: \$2,950  
May 1, 2025: \$3,050  
May 1, 2026: \$3,150

The Union and/or employee reserve the right to grieve the merit if below the 75% of full merit bonus level. In the event of a grievance arbitration concerning this provision, the Arbitrator is authorized to order an increased merit bonus (including retroactive increases) in the event that it is demonstrated that the City acted unfairly, arbitrarily, discriminatorily or unreasonably concerning the rating or increase. The City shall disclose any and all ratings to the Union upon request.

The merit bonus levels will be as follows:

45 and above Rating: 100% of Full Merit Bonus  
38 and above Rating: 75% of Full Merit Bonus  
33 and above Rating: 50% of Full Merit Bonus

For any rating below 33 the employee will receive less than 50% of the full merit bonus at the level set by the employee's supervisor and shall remain at their current step. The employee may be put on a performance improvement plan.

Any score of 1-2 or 6-7 in a category must be accompanied by documentation, in writing, from the employee's supervisor.

Section 4.2 Normal Work Hours

Employees covered by this agreement will work an eight (8) hour day including a thirty (30) minute paid meal period and two (2) fifteen (15) minute breaks. Employee's covered by this Agreement who work more than four (4) hours of overtime during any one shift shall be entitled to an additional fifteen (15) minute break.

The biweekly pay period shall commence at 12:01 a.m. Sunday and end at 12:00 midnight Saturday.

Hours worked, as references above, shall include all hours actually worked and all hours compensated, including but not limited to vacation, holiday, compensatory time, sick leave and other paid but not worked time.

### Section 4.3    Scheduled Shifts & Workdays

Shift hours shall be established by the Chief or his/her designee. Extra or overlapping shifts may be established.

When, or if, a new full-time shift structure is created or becomes available, the shift will be offered to all full-time employees in order of seniority.

#### *Section 4.3a*    *Shift Exchanges*

Subject to the approval of the Chief, or his/her non-bargaining unit designee, Employees shall be permitted to change shifts so long as:

- a. The change does not result in additional overtime compensation being paid to any of the Employees involved in the shift change.
- b. The Employee requesting said change provides the Chief, or his/her non-bargaining unit designee with a written request, stating the reason for the shift change.

#### *Section 4.3b*    *Compensatory Time Off*

Compensation for overtime worked may be given as compensatory time off during the work week for employees at the discretion of the employee.

### Section 4.4    Overtime

Employees covered by this Agreement will be compensated at the rate of one and a half (1 ½) times the employees current rate of pay for any time worked in excess of eighty (80) hours in any two week pay period.

#### *Section 4.4a*    *Scheduled Overtime*

When a shift vacancy exists the vacancy may be filled. If filled, the following procedure shall be used.

1. By offering overtime, to full-time employees in order of seniority.
2. By offering the overtime in an agreeable division of the available hours between full-time employees.
3. By offering the overtime in an agreeable division of the available hours between any combinations of full or part-time employees.
4. By offering the overtime, to part-time employees.
5. In the event that no one chooses to volunteer for an available vacancy, a full-time employee will be directed to work by order of reverse seniority. Any employee so directed may seek to fill the vacancy upon his/her own initiative. This voluntary replacement does not relieve the "directed" employee from the responsibility of shift coverage.

The Chief or his/her designee may close the records department based on vacancies.



*Section 4.4b Unscheduled Overtime*

When a vacancy occurs due to an unscheduled event the vacancy may be filled. If filled the following procedure shall be used.

1. By offering the overtime to full-time on-duty Chapter employees ~~currently~~ in order of seniority.
2. By offering the overtime to all other full-time Chapter employees in order of seniority.
3. By offering the overtime to part-time employees in order of seniority.
4. In the event that no one chooses to volunteer for an available vacancy, a full-time employee will be directed to work by order of reverse seniority. Any employee so directed may seek to fill the vacancy upon his/her own initiative. This voluntary replacement does not relieve the "directed" employee from the responsibility of shift coverage.

*Section 4.4c Call Back Overtime*

A call back is defined as an official assignment of work which does not immediately follow or precede an employee's regularly scheduled working hours. Employees covered by this Agreement who are called back by order of the Chief or his/her designee shall be guaranteed a minimum of two (2) hours of pay at the applicable straight or overtime rate when such hours are not immediately contiguous to the employee's normal working schedule.

*Section 4.4d Meetings/Training*

Should any employee be required to attend a departmental meeting or training during off hours, all hours of attendance shall be compensated for said meeting or training with a minimum of two (2) hours of compensation except when continuous to shift and said hours shall be counted towards the calculation of "Hours Worked" for overtime for overtime purposes.

*Section 4.4e Court Time*

Any employee required to attend court for duty-related purposes while off-duty shall be compensated at one and one half (1 ½) times the employee's regular rate of pay for so attending. The employee shall receive a minimum of two (2) hours of compensation.

Section 4.5 Compensatory Time

Employees may request compensatory time off in lieu of compensation for overtime hours worked which shall be provided at one and one-half (1 ½) times the employee's regular hourly rate of pay, with a maximum accumulation of eighty (80) hours.

An employee must receive prior authorization from the Chief or his/her designee to receive compensatory time credit. Compensatory time accumulation and use must be reported on the same basis as overtime.

Employees shall be allowed to sell back their compensatory time at their current rate of pay with a written request to City.

**ARTICLE V**  
**UNION SECURITY AND DUES CHECK-OFF**

Section 5.1    Dues Deductions

Upon receipt of proper written authorization from an Employee, the City shall deduct each month's Chapter dues in the amount certified by the Treasurer of the Chapter from the pay check of all employees covered by this Agreement who, in writing, authorize such deductions. Such money shall be submitted to the Metropolitan Alliance of Police within thirty (30) days after the deductions have been made.

Section 5.2    Indemnity

The Chapter hereby indemnifies and agrees to save the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of, any action taken or not taken by the City for the purpose of complying with the provisions of this Article, and shall reimburse the City for all legal costs that shall arise out of, or by reason of action, taken or not taken by the City in compliance with the provisions of this Article, provided that it is not initiated or prosecuted by the City.

Section 5.3    Revocation of Dues

A Chapter member desiring to revoke the dues check-off may do so upon a thirty (30) day by written notice to the City.

Section 5.4    Bulletin Boards

The City shall provide the Chapter with designated space on available bulletin boards, upon which the Chapter may post its official notices.

## ARTICLE VI VACATION

### Section 6.1 Vacation Eligibility & Allowances

All employees shall be eligible for paid vacation time after the completion of six months of continuous full-time employment.

Vacation leave should be taken during the year following its accumulation and no employee shall be allowed to defer unused vacation leave into the next year without approval of the Chief.

Vacation leave must be taken in minimum blocks of one-half (1/2) day at a time. Any exception will be granted only with the written consent of the Chief or his/her designee.

### Section 6.2 Vacation Pay

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

### Section 6.3 Vacation Scheduling

The Chief or his/her designee shall approve and schedule vacation leaves with particular regard to the seniority of employees, in accord with operating requirements, and insofar as possible, with the requests of the employees. However, preference on basis of seniority shall be applicable to the first ten (10) continuous vacation days, in five (5) day blocks.

Employees shall submit proposed vacation days before December 1 for the following year. The Chief or his/her designee shall approve such requests for vacation usage on or before December 21st.

### Section 6.4 Vacation Accrual

Employees shall accrue vacation on a monthly basis and be eligible for vacation pay on that basis.

Vacation leave shall be earned during the employment year, anniversary date to anniversary date, (anniversary date shall mean date of hire) at the following rates:

- One Week: After six (6) months of service to the City. This week may be held over and be taken after the additional week is earned.
- One Week After 12 months of service.
- Two Weeks: After two (2) or more full years of service to the City employees accrue vacation at the rate of 6.666666667 hours per month for two (2) complete weeks annually.
- Three Weeks: After five (5) or more full years of service to the City employees accrue vacation at the rate of 10 hours per month for three (3) complete weeks annually.

Four Weeks: After ten (10) or more years of service to the City employees accrue vacation at the rate of 13.333333333 hours per month for four (4) complete weeks annually.

Five Weeks: After twenty (20) or more full years of service to the City employees accrue vacation at the rate of 16.666666667 hours per month for five (5) complete weeks annually.

Any vacation time accrued by an employee prior to the date of the execution of this Agreement shall be carried over and added to the employee's accrued vacation pursuant to this Section.

#### Section 6.5 Vacation Usage & Buyback

Vacation leave shall be granted on the basis of the number of regularly scheduled hours in the standard work or duty week to which the employee is assigned at the time of his/her vacation and shall use the anniversary date of full-time employment with the City to determine eligibility for paid leave.

If an employee does not work the entire time to earn vacation pay after the employee has taken vacation, the employee shall repay the City for vacation days taken but not earned.

An employee may request, and with the approval of the Chief use, his/her vacation leave for absences on account of sickness, death in family, injury or disability in excess of that herein authorized for such purposes.

Employees shall be allowed to sell-back a maximum of one (1) week of earned vacation in each year of this agreement.

No salary payment shall be made in lieu of vacation earned but not taken except as related above and on termination of employment for eligible employees. Employees shall be eligible to be paid for his/her accrued vacation upon termination. Upon termination of employment, the effective date of termination shall not be extended by the number of days represented by a salary payment for unused vacation leave.

#### Section 6.6 Death Benefit of Vacation Accrual

Upon the death of a covered an employee, the named beneficiary of the deceased employee shall be entitled to receive payment for any accrued vacation period to which the employee was entitled at the time of death. Such benefits shall be computed by multiplying the employee's daily rate by the number of day's accrued vacation due.

#### Section 6.7 Cancellation of Vacation

In case of an emergency, the City Administrator or Chief 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.

**ARTICLE VII  
HOLIDAY & PERSONAL TIME**

Section 7.1    Holiday

*Section 7.1a*    *Holiday Days*

The following ten (10) days are holidays with pay for employees:

New Year's Day	Presidents' Day
Good Friday	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Day after Thanksgiving Day
Day before Christmas Day	Christmas Day

*Section 7.1b*    *Holiday Pay*

Employees shall observe the City Holiday schedule and shall receive paid days off on those days. If an employee works on a holiday, compensation will be at two (2) times the employee's hourly rate for each hour worked, plus eight (8) hours pay for the holiday.

Section 7.2    Personal Days

Employees shall be given the opportunity to utilize two (2) accumulated sick days as personal days. Any requests for personal leave must be approved at least 48 hours in advance and must not conflict with the manpower requirements of the Department.

There shall be no carry-over of this benefit from year to year. If the two (2) days are not utilized by an Employee during any given year then the ability to utilize the sick days as personal days is lost. If the days are not used the hours shall then accumulate to each Employee's sick leave bank. Use of a personal day as set forth above shall not affect an employee's eligibility for the sick day incentive program, as set forth in Section 8.3.

**ARTICLE VIII  
LEAVE OF ABSENCE**

**Section 8.1 Sick Leave**

*Section 8.1a Sick Leave Reporting*

All absences from work must be reported to the Chief or his/her designee at least one (1) hour prior to the start of the affected shift.

*Section 8.1b Sick Leave Eligibility*

Sick leave with pay is provided as a benefit in recognition that people contract various illnesses and get injured from time to time. When sick or injured their financial resources may be diminished if pay is discontinued. It may not be in their best interest or health or the health of fellow Employees for them to work while sick. An employee may be eligible for sick leave for the following reasons:

1. Personal illness or physical incapacity including maternity (time necessary for the birth of the baby and subsequent physical recovery period);
2. Quarantine of an employee as verified by the employee's physician;
3. Illness or injury in immediate family of employee (immediate family is defined as spouse, parent, grandparent, child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchildren, aunt, uncle and any other such person as requested and approved by the Chief or his/her designee); and
4. Any purpose allowed under FMLA.

Should an employee exhaust all of his/her accrued sick leave, said employee may utilize vacation days accrued pursuant to Section 6.5 for sick leave.

The Chief may require any Employee to submit a physician verification of an illness upon the use of a third consecutive sick day.

Sick leave with pay shall not be allowed unless such a report is made.

Paid sick leave will not be granted if taken the day immediately before or after authorized vacation or holiday unless specifically authorized by a doctor's excuse and approved by the Chief. A late report of illness may be accepted and approved by the Chief. A failure to properly report an illness shall be considered as absence without pay.

*Section 8.1c Sick Leave Accrual & Usage*

The sick leave benefit shall be accrued at a rate of one calendar day for each full month of service to a maximum accumulation of one hundred twenty (120) calendar days. In addition, employees covered under IMRF will be permitted to accumulate sick days beyond the 120 days, but only for the purpose of receiving credit for IMRF benefits at the time of retirement. Time accumulated beyond 120 days cannot be used for City accumulated sick pay.

Sick pay shall begin to accrue from the date of employment, but shall not be taken until after the employee has completed his/her probationary period. Sick time may be used in increments of at least one (1) hour. Employees may transfer credit of earned sick days to another employee with the approval of the Chief. An employee who has exhausted sick leave may apply paid vacation time to authorized sick leave.

An employee shall not be allowed the use of sick leave in the last two (2) calendar weeks of employment, except with a doctor's authorization.

Any sick leave accrued by an employee prior to the date of the execution of this Agreement shall be carried over and added to the employee's accrued sick leave pursuant to this Section.

#### *Section 8.1d Sick Leave Incentive Program*

Upon each five (5) consecutive years of perfect attendance, an employee shall be given a bonus of five (5) days salary. An employee shall be allowed up to five (5) excused absences during this period and still remain eligible for the bonus. The employee's date of hire anniversary is the start and finish date of the five (5) year periods. For each calendar year of perfect attendance in succession thereafter, the employee shall be given a bonus of one (1) day's pay. One excused absence shall be allowed during each year.

#### *Section 8.1e Sick Leave Buyback*

Any Employee who retires from employment with the Darien Police Department in good standing shall be paid for fifty percent (50%) of his/her unused sick leave at her then current salary. "Retires" shall mean retirement at 55 years of age and completion of fifteen (15) years of service.

The City and Chapter have established and will maintain an account to permit the payout of sick time upon retirement into an account to pay for the City Health Insurance on a pre-tax status, per IRS regulations.

#### Section 8.2 Funeral Leave

Time lost from scheduled work due to a death in the immediate family shall be paid at the employee's regular base rate. Such time off shall not exceed three (3) working days. One of the days off shall be the day of the funeral. Employees may be granted up to three (3) working days leave with pay in the event of the death of a spouse or significant other, child, grandchild (including step or adopted), mother or mother-in-law, father or father-in-law, sister or sister-in-law, brother or brother-in-law, aunt, uncle, grandparents, or other close relative not mentioned. If the employee receives notification of the death while at work, s/he may also be allowed the balance of that work day off with pay.

In the event of the death of a spouse, child or parent, the employee may use up two (2) of his/her accrued sick days to extend the funeral leave with approval of the Chief or his/her designee. If any portion of the approved funeral leave falls on a day or days for which the affected employee is not scheduled to work, the employee will receive compensation only for those days normally worked.

The City may require proof of death, relationship and/or attendance at funeral.

### Section 8.3 General Leave of Absence

Any non-probationary employee may be absent from work without pay and without losing fringe benefits subject to written approval of Chief. In no case shall benefits accrue to the Employee while s/he is on a leave of absence beyond thirty (30) days.

Unauthorized absence from work shall be caused for disciplinary action. Any alleged violation of this section shall not be subject to the grievance procedure.

### Section 8.4 FMLA Leave

The parties agree to abide by the provisions of the federal Family and Medical Leave Act (FMLA), as amended, and as implemented by the FMLA policy for City Employees.

### Section 8.5 Military Leave

Employees shall be entitled to a military leave of absence without pay while serving with the Armed Forces of the United States. Such Employee shall, upon honorable discharge from Military Service be returned to the same position or one of like seniority status and pay. Such person shall apply for re-employment within thirty (30) days after separation from active duty and shall report for work within sixty (60) days after separation from active duty. Should an Employee already on military leave voluntarily reenlist or voluntarily extend her period of military service, military leave for that Employee shall be terminated.

An Employee shall be entitled to military leave without pay as a member of an organized reserve unit of the Armed Forces of the United States should such unit be ordered to active duty in a time of National emergency or for training exercises. Such leave of absence for military reserve training exercises shall not exceed two (2) weeks in each calendar year without prior approval of the Chief.

All military leave shall be subject to and in accordance with all applicable Federal Law and the Illinois Serviceman's Employment Tenure Act (330 ILCS 60/4).

### Section 8.6 Jury Duty

Employees are granted regular compensation for their regular work days when serving on jury duty. Any compensation received as a result of serving on Jury Duty shall be signed over to the City.



## ARTICLE IX EDUCATION BENEFITS

### Section 9.1 On-Duty Training and Duty-Related Matters

Employees, upon application and prior approval by the Chief, shall be reimbursed for necessary expenses incurred while on matters relating to their particular employment with the City, for expenses incurred in the use of a private automobile or other expenses while discharging duties connected with their employment.

Reimbursement for necessary expenses shall be on an out-of-pocket basis with the exception that the mileage shall be paid on the basis of the current IRS allowance per mile for travel, after prior authorization by the Chief. The Chief may establish a per diem rate for advancement of expenses as deemed necessary by circumstances.

Employees shall be compensated at that employee's applicable straight or overtime rate of pay for all hours spent during required training, and may receive such compensation in the form of compensatory time.

### Section 9.2 Educational Incentive

Employees with at least one (1) year full-time experience with the City who enrolls in an accredited course of studies in a law enforcement related curriculum, Accounting, Business/Business Administration, Computers, Management, Finance, Forensic Art, Public Administration, or Political Science, English, Foreign Language, or any other studies approved by the Chief shall have the tuition for such subjects or courses reimbursed in the following manner:

- Grade of A or B - 50% reimbursement
- Grade of C - 25% reimbursement

All reimbursements to be made after completion of courses with no reimbursement for a grade less than C or failure to complete the course. The reimbursement maximum of \$1,500.00 for all grades received shall be the maximum benefit allowed for the term of this Agreement.

Employees who seek reimbursement for a particular course must, prior to enrolling in said course, obtain the approval of the Chief that the course is eligible for reimbursement. In addition, any employee who does not remain in the employ of the City for at least one (1) year following the completion of the curriculum (except when terminated by the City for cause) shall reimburse the City's tuition expenditure.

## ARTICLE X GRIEVANCES

### Section 10.1 Definitions

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 City involving the meaning, interpretation or application of the provisions of this Agreement. The parties agree that the discipline of oral or written warnings shall be subject to the jurisdiction to the grievance procedure. Any time period provided for under the steps in the grievance procedure may be mutually extended or contracted.

STEP ONE: The employee, with or without a Chapter representative, may take up a grievance with the employee's immediate non-bargaining unit supervisor within ten (10) calendar days of its occurrence. The non-bargaining unit supervisor shall then attempt to adjust the matter and shall respond to the grievance within ten (10) business days after such discussion.

STEP TWO: If the grievance is not adjusted in Step One, or if the grievant receives no response within ten (10) business days, the grievance shall be reduced to writing and submitted to the Chief within ten (10) business days of the Step One response or the expiration of the Step One response time. The Chief shall then formally address the grievance within ten (10) days thereafter, and shall respond to the grievant in writing within ten business (10) days. The Chief may, upon written request, meet with the grievant and his/her representative for the purpose of attempting to reach an equitable solution within the ten business day period for a response. If the parties are unable to reach such a solution, the Chief shall then respond to the grievant in writing.

STEP THREE: If the grievance is not adjusted in Step Two, the grievance shall be submitted to the Mayor or his/her designated representative within five (5) calendar days of the receipt from the Chief his/her response to the Step Two procedure. A meeting shall be scheduled within sixty (60) calendar days at a mutually agreeable time and place and participants shall discuss the grievance and hopefully come to an equitable solution. If a grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the Mayor, or his/her designated representative, shall give the Chapter the City's answer within ten (10) calendar days following their meeting.

STEP FOUR: If the Chapter is not satisfied with the decision of the Mayor, the Chapter may appeal the grievance to arbitration by notifying the Mayor in writing within ten (10) calendar days after receipt of the Mayor's response in Step 3. Within ten (10) calendar days of receipt of such request the Chapter and the City shall jointly submit the dispute to the American Arbitration Association and shall request a panel of five (5) arbitrators. If agreement cannot be reached in the selection of an arbitration service, both the City and the Chapter shall have the right to strike two (2) names from the panel. The Chapter shall have the right to strike the first and third names. The person remaining shall be the arbitrator. The arbitrator shall fix the time and place of the hearing which shall be as soon as possible after

his/her selection subject to the reasonable availability of Chapter and City representatives.

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.

The City and Chapter shall have the right to request the Arbitrator to require the presence of witnesses or documents. Both parties may retain the right to employ legal counsel.

The power of the arbitrator shall be limited to the interpretation and application of the written terms of this Agreement. In no event may the terms and provisions of the Agreement be deleted, modified or amended by the arbitrator. S/he shall consider and decide only the specific issue raised by the grievance as originally submitted in writing to the City, and shall have no authority to make his/her decision on any issue not so submitted to him. The arbitrator shall submit in writing his/her decision within thirty (30) calendar days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. In the event the arbitrator finds a violation of the Agreement, s/he shall determine an appropriate remedy. The decision of the arbitrator shall be final and binding on the parties. No decision or remedy of the arbitrator shall be retroactive beyond the period specified in Step 1 of this grievance procedure.

#### Section 10.2 Fees and Expenses of Arbitration

The fee and expenses of the arbitrator and the cost of the written transcript, if requested by both parties, shall be divided equally between the City and the Chapter provided. Each party shall fully bear the expense of preparing and presenting its own case including the costs of witnesses and other persons (not employed by the City) it requires to attend the arbitration. Should only one party request a transcript, that party shall pay for the cost of the transcript.

#### Section 10.3 Forms

The City shall furnish mutually acceptable grievance forms which shall be used by both parties.

#### Section 10.4 General Rules

Any grievance not initiated within the time period specified herein shall be deemed a waiver of the grievance by the aggrieved party. Any decision not appealed by the employee or the Chapter as provided within the time limits specified in each step shall be considered settled on the basis of the latest decision and shall not be subject to further appeal. Any grievance not answered within the time limits specified in each step shall be automatically be deemed denied and may be appealed to the next step. However, time limits at each step may be extended by mutual written agreement of the Chapter and the City.

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

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

Section 10.5 Notice of Union Representation

The Chapter shall certify to the City the names of those employees who are designated representatives for each shift. These employees shall be the only employees authorized to function as representatives on each respective shift, other than Chapter Executive Board members who are assigned to the respective shifts or Division.

Section 10.6 Rights of Chapter

Nothing herein shall interfere with the rights of the Chapter as set forth in Section 6 (b) of the Act.

**ARTICLE XI  
NON-DISCRIMINATION**

Section 11.1 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, national origin, political affiliation and/or beliefs, and/or disabilities. Violations of this section shall not be grieved pursuant to Article X of this Agreement, but shall be addressed through the available state and/or federal procedures.

Section 11.2 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.

## ARTICLE XII DISCIPLINE

### Section 12.1 Procedure of Discipline

If the City has reason to discipline an employee, it will make every effort to do so in a manner that will not unduly embarrass the employee before other fellow employees or members of the public. The parties agree that if the City has reason to consider serious discipline (e.g. suspension) for an employee, that employee shall have the right to have the Union Representative at all meetings when being given counseling or any disciplinary matters.

### Section 12.2 Procedure for Administration of Discipline

It is the duty of every non-bargaining unit supervisor to discuss improper or inadequate performance with the covered employees in order to correct the deficiencies and to avoid the need to exercise disciplinary action. Discipline shall be, whenever possible, of an increasingly progressive nature, the steps of progression being:

- (1) Oral warning
- (2) Written warning
- (3) Suspension
- (4) Discharge

The City reserves the right to skip steps in the progressive discipline system when merited by the circumstances.

### Section 12.3 Written Reprimand

In cases of written reprimand, notation of such reprimand shall become a part of the employee's personnel file and a copy given to the employee.

### Section 12.4 Purge of Personnel File

Any form of discipline shall be removed from the employee's record, if, from the date of the last discipline, twelve (12) months have passed without the employee receiving an additional reprimand or discipline for the same or substantially similar offenses. Notwithstanding the above, record of such discipline may be introduced when relevant at a disciplinary proceedings before a grievance arbitrator.

### Section 12.5 Personnel File

The City agrees to abide by the lawful requirements of the "Personnel Record Review Act", pursuant to Chapter 820 I.L.C.S. 40/1 of the Illinois Compiled Statutes.

**ARTICLE XIII  
HEALTH, DENTAL, OPTICAL & LIFE INSURANCE**

**Section 13.1 Health Insurance**

The City shall provide group health insurance to covered employees and their dependents throughout the term of this Agreement. The level of coverage shall be reasonably similar to that being currently provided by the City's present plan. The City shall offer three levels of coverage (1) Single, (2) Single Plus One, and (3) Family. The parties recognize that no two programs provide identical coverage. Employees shall contribute 20% of the premium cost as such premium costs may change from time to time. Members contribute to health insurance shall not exceed that being paid by any other City employees.

**Section 13.2 Life Insurance**

The City shall supply each Employee with term life insurance with a face amount equal to the Employee's gross salary.

**ARTICLE XIV  
UNIFORM BENEFITS**

**Section 14.1 Clothing Requirements**

Records Clerks will dress in "business casual" clothing during their shift.

**ARTICLE XV  
SENIORITY**

**Section 15.1 Seniority**

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

**Section 15.2 Determination of Seniority**

Seniority shall be determined by Employees length of full-time service in the department. Time spent in the armed forces on military leave of absence and authorized leaves not to exceed thirty (30) days and time loss duty related disability shall be included.

**Section 15.3 Maintenance of Seniority List**

A current and up-to-date seniority list showing the names and length of service of each fulltime Employee shall be maintained for inspection by members and shall be updated when any change takes place. This list is contained in Appendix A which is attached hereto and made part hereof.

Section 15.4 Forfeiture of Seniority

An Employee shall forfeit his/her seniority rights upon separation from services due to dismissal, resignation or retirement. An employee's seniority will be restored when the employee:

- a. is dismissed and later reinstated by a Court or arbitrator of competent jurisdiction.
- b. is separated due to a layoff or reduction in force and is later reinstated pursuant to the provisions of this Agreement.

**ARTICLE XVI  
SAVINGS CLAUSE**

Section 16.1 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. Upon issuance of such a decision, the City and the Chapter agree to notify one another and to immediately begin negotiations on a substitute for the invalidated Article, Section or portion thereof.

**ARTICLE XVII  
ENTIRE AGREEMENT**

Section 17.1 Entire Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. No other matter shall be subject to renegotiations unless mutually agreed upon by the parties, and no amendments or other agreements shall be effective unless in writing and signed or initialed by both parties.

Section 17.2 Ratification & Amendment

This Agreement shall become effective when ratified by the City and the Chapter, and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.



**ARTICLE XVIII  
TERMINATION**


**Section 18.1 Termination**

This Agreement shall be effective as of the day after it is executed by both parties and shall remain in force and effect until April 30, 2026. 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 one hundred twenty (120) days that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. In the event that either party desires to terminate this Agreement, then the benefits as described herein shall remain in full force and effect with no diminution up to and until a new collective bargaining agreement shall be executed, and the party wishing to terminate shall give notice at least ninety (90) days prior to the expiration date hereof and not earlier than one hundred twenty (120) days.


The parties acknowledge an extensive bargaining history consisting of three (3) year collective bargaining agreements, and that the term of this Agreement is a non-precedential deviation from this bargaining history. The parties further acknowledge that they will not represent in a hearing, arbitration or any other legal proceeding that a five (5) year Agreement is the status quo or that it otherwise binds the parties to future agreements of this duration.

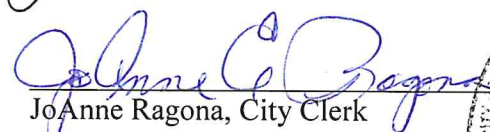
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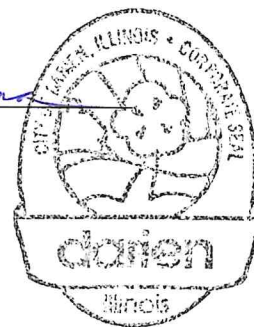
CITY OF DARIEN

  
\_\_\_\_\_  
Keith George, President M.A.P.

  
\_\_\_\_\_  
Joseph Marchese, Mayor

  
\_\_\_\_\_  
Kim Wright, President Darien Chapter #147-B

  
\_\_\_\_\_  
JoAnne Ragona, City Clerk





**APPENDIX A**  
**SENIORITY LIST**  
(as of 05/01/23)

UNIT B

<b>Name</b>	<b>Date of Hire</b>
Poteraske, Elizabeth	09/16/91
Wright, Kim	09/16/98
Parks, Robyn	09/10/01
Highland, Steve	02/27/06

