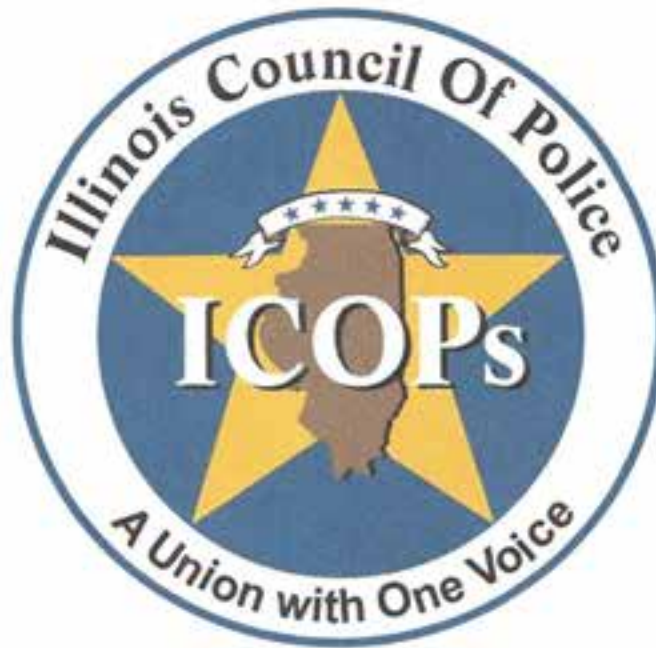


AGREEMENT



Between

Illinois Council of Police

and

Village of Sleepy Hollow, Illinois

Covering

Sleepy Hollow Part Time Police Officers

May 1, 2020 through April 30, 2023

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INTRODUCTION

This Agreement is voluntarily entered into by and between the Village President and the Board of Trustees of the Village of Sleepy Hollow, Illinois, hereinafter referred to as the "Village," and the Illinois Council of Police, hereinafter referred to as the "Union," as the exclusive Collective Bargaining Agent for the Part-Time Sworn Police Officers (hereinafter sometimes referred to collectively as the "Officers," or individually as an "Officer") of the Village of Sleepy Hollow who are described in the Collective Bargaining Unit described herein.

PREAMBLE

The Union, having been certified by the Illinois Labor Relations Board as Collective Bargaining Agent for all Part-Time Sworn Police Officers employed by the Village, and the Village, recognizing the legal requirements of collective bargaining, and the intention of the parties to this Agreement being to provide for a wage structure, hours of employment, working conditions and benefits, and orderly and expeditious Grievance Procedure, all as set forth herein, the parties therefore agree to the following:

ARTICLE I – RECOGNITION

1.1 Recognition

The Village recognizes the Union as the sole and exclusive Bargaining Agent for all Part-Time Sworn Police Officers.

1.2 Membership

As used herein, the term "Part-Time Sworn Police Officers" shall refer to all those persons included in the Collective Bargaining Unit described above.

ARTICLE II - VILLAGE RIGHTS / MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village and its Police Department, in all of their various aspects, and to manage and direct its employees, including but not limited to the right to make and implement decisions with respect to the following matters – without having to negotiate over such decisions or the effects of such decisions:

- to establish, plan, direct, control and determine the municipal budget;
- to establish, plan, direct, control and determine operations, services, policies and missions;
- to establish the qualifications for employment and for job positions and to employ employees;
- to determine examination criteria and techniques, and to conduct examinations, for employment;

- to supervise and direct all employees and the working forces
- to schedule and assign work, and to assign, transfer and re-assign employees;
- to establish work, performance and productivity standards and, from time to time, to change those standards; provided, if and when management implements any additional work, performance and/or productivity standards, they shall be made available, in writing, to the Union and its membership, prior to implementation; and further, management shall review these standards with each affected member and, at the conclusion of the review, direct the member to sign off on each specific standard indicating receipt and understanding.
- to conduct periodic reviews / evaluations of employee performance;
- to establish reasonable physical and mental standards for employees;
- to assign overtime;
- to establish specialty positions and select personnel to fill them.
- to determine the methods, means, organization and number of personnel by which the operations and services of the Department may be provided;
- to determine work hours (shift hours), and to establish, change, add to or reduce the number of hours, shifts, tours of duty and schedules to be worked;
- to determine policies affecting the training of employees,
- to determine training needs and assign employees to training;
- to make, alter and enforce reasonable rules, regulations, orders, policies and procedures for employment and employees;
- to evaluate, promote or demote employees;
- to discipline, suspend and discharge non-probationary employees for just cause;
- to discipline, suspend and discharge probationary employees, with or without cause;
- to determine internal investigation procedures; subject to provisions of Article V.
- to change or eliminate existing methods, equipment or facilities, or to introduce new ones;
- to purchase or contract out for goods and services;
- to determine whether work and/or services are to be provided by employees covered by this Agreement (including by which employees), or by other employees or persons not covered by this Agreement.
- to do all things expressly granted and reserved exclusively to the Village under Illinois Compiled Statutes, 5 ILCS 315/4 as in existence at the time of

this Agreement and/or as hereafter may be modified;

- to take any and all actions as may be necessary to carry out the mission of the Village and the Police Department in the event of civil emergency as may be declared by the Village President, Police Chief, or their authorized designees, which may include, but is not limited to, riots, civil disorders, tornado conditions, floods or other catastrophes. In the event of such emergency action, the provisions of this Agreement, other than compensations provisions, may be suspended, if necessary, provided that all provisions of the Agreement shall be immediately reinstated once the local disaster or emergency condition ceases to exist; and
- to carry out the mission of the Village and its Police Department.

ARTICLE III - NO STRIKES, NO LOCKOUTS

The Union shall not recommend, authorize, or engage in any Strike against the Village, nor shall the Village initiate, implement or otherwise engage in any Lockout against the Union or its members. The definition of the term "strike" shall include other work actions such as sympathy strikes, secondary boycotts, work slowdowns or speed ups, sit-downs, concerted stoppages of work, concerted refusals to work overtime, concerted, abnormal or unapproved enforcement procedures or policies, or work-to-the-rule procedures, mass absenteeism or resignations, picketing of any Village-owned building or work site, or picketing which results in interruption or disruption of the operations of the Village.

ARTICLE IV - UNION-VILLAGE RELATIONS

4.1 Bulletin Board

A Union Bulletin Board of reasonable size shall be available for use in an area of the Police Department agreeable to the parties. Such Bulletin Board shall be available for the posting of notices and materials relating to Union activities. Such materials shall be identified with the name of the Union and shall be signed or otherwise authenticated by an appropriate officer or representative thereof. Such materials shall not be derogatory of any person associated with the Village and shall not include items which are primarily endorsements of candidates for political office (other than offices of the Union). Provided, the Village may provide one bulletin board to be shared by and between this Union and the Full-Time Sworn Police Officers Union.

4.2 Public Information

The Village shall make available to the Union, upon written request, normal and usual public information as set forth in existing documents, including relevant financial data and statistics which are pertinent to the conduct of negotiations, the processing of grievances, or the enforcement of the terms of this Agreement. Such materials shall be provided within ten (10) business days, wherever possible, following a written request of the Union. If unable to provide such materials within ten (10) business days, the Village shall advise the Union of its need for additional time and the Union agrees that, within reason, additional time may be granted. The Village shall not be obligated hereunder to

research or compile data or to provide the same information more than once.

4.3 No Discrimination

Neither the Village nor the Union shall discriminate against any employee because of race, creed, color, national origin, sex, or physical or emotional disability as defined by the Americans with Disabilities Act, or Union activities.

4.4 New Employees

The Village agrees to notify the Union of the hiring of all new Part-Time Sworn Police Officers whose job classifications are covered by this Agreement within ten (10) business days of the date of hire.

4.5 Dues Check off

The Village shall deduct Union Dues from the salary of each Officer covered by this Agreement in amounts as determined and certified from time to time to the Village by the Union, and shall promptly transmit such funds to the Union, provided the amounts to be deducted shall be uniform for each Union member and provided the deduction is authorized in writing by the member. Union Dues shall be deducted from the salaries of employees and transmitted to the Union on the same schedule (every two weeks) that the Village normally pays its Police Department employees.

4.6 Union Representatives and Visitation

The Village recognizes the right of the Union to elect, appoint, or otherwise name two (2) Part-Time Sworn Police Officers as Chapter representatives of the Union. The names of these Union representatives, along with their designated titles, shall be provided to the Sleepy Hollow Chief of Police or his designee immediately upon the conclusion of the negotiation of this Agreement, or at such other time as the identities of the Sleepy Hollow Chapter Officers become known. Any subsequent changes in the names or titles of these Union representatives shall also be provided to the Chief of Police or his designee as such changes occur. No other employee shall perform the functions or duties of representative.

These Union representatives shall be deemed to be the Union's official on-site spokespersons. However, these on-site Union representatives shall not conduct Union business during regular working hours except with the permission of the Chief of Police or his designee or except in the carrying out of certain time-sensitive functions such as Grievance handling or the resolution of disputes between the Village and Union members.

Also, the Village recognizes the right of the Union to send representatives from its headquarters office to the Village and specifically, to the Police Department, for purposes of handling Grievances or observing and reporting on conditions under which Union members are working. Such visits by Union headquarters representatives shall be conducted during the regular shifts that Union members are working and also, appropriate notice shall be made to the Chief of Police or his designee whenever such visits are to be made. Such visits shall not interfere with normal Police Department

functions.

4.7 Gender

Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall be construed to refer to both male and female employees.

ARTICLE V - DISCIPLINARY INVESTIGATION PROCEDURES

5.1 Police Officers' Bill of Rights

The Village agrees to abide by the Uniform Peace Officers' Disciplinary Act, (50 ILCS 725/1), commonly known as the Police Officers' Bill of Rights. In the event a Part-Time Sworn Police Officer covered by this Agreement has reason to believe that the Village has violated the Uniform Peace Officers' Disciplinary Act, he or she will have the opportunity of filing a Grievance under the terms of this Agreement or, separately, filing an action in a court of law. The Uniform Peace Officers' Disciplinary Act is hereby incorporated by reference and attached to this Agreement as Appendix A.

Nothing in this section is intended to or should be construed to waive employees' right to Union representation during questioning that the employees reasonably believe may lead to discipline, akin to NLRB v. Weingarten, Inc., 420 U.S. 251, 88 LRRM 2689, and similar cases. The parties recognize and agree that such representative present during such questioning does not have a right to present evidence or argument on behalf of the employee, and may not interrupt or interfere with the questioning process except to the extent allowed by State law.

5.2 Media Exposure

The parties agree that the Village may issue an informational press release or releases to the news media regarding any Officer under investigation in regard to any incident at any time, including but not limited to whenever any criminal charges are pending or under investigation, or prior to a decision being rendered regarding any disciplinary action under consideration by the Village. The Village shall to the greatest extent possible refrain from accusatory, inflammatory, or pejorative language in any such release. No photograph of such Officer shall be included in any such release.

ARTICLE VI - GRIEVANCE PROCEDURE

6.1 Purpose and Filing Deadlines

It is the purpose of this Grievance Procedure to resolve as promptly and as expeditiously as possible any allegations by the Union and/or its members of any misinterpretation or misapplication of the terms of this Agreement. Any Grievance filed under the terms of this Article must be initiated not later than ten (10) Business Days after the occurrence of the event that prompts the Grievance, or, if the Grievance describes an ongoing situation, it must be filed not later than ten (10) Business Days after the underlying situation becomes known to either the Union or the member or members who file the Grievance.

6.2 Definitions

(1) Grievance shall mean an allegation by the Union or by an affected employee that there has been a violation, misinterpretation or misapplication of any provision of the Agreement; provided, disciplinary suspensions or termination shall not be subject to grievance procedures.

(2) Any employee covered by this Agreement may be represented by a Union official, staff representative, on-site representative or attorney at any meeting, hearing, or appeal relating to a Grievance which has been formally presented.

(3) The President of the Union or the appropriate designee shall be advised by the employee of any meeting, hearing or appeal relating to a Grievance which has been formally presented and a representative of the Union shall have the right to attend and participate in any such meeting, hearing or appeal. The failure of the Grievant to act on any Grievance within the prescribed time limits articulated elsewhere in this Article will act as a bar to any further appeal within this Grievance Procedure. If the Village's designated representative shall neglect to proceed to render a decision within the time limits, the Grievance may be advanced to the next step of the Grievance Procedure. Time limits, may, however, be extended by written agreement.

(4) "Business Day" shall mean any day that Village Hall is open for regular business, and shall exclude any Saturday, Sunday, or legal holiday observed by the Village.

6.3 Procedures

The party asserting a Grievance shall promptly attempt to resolve the problem through informal communication with the immediate supervisor.

STEP 1. If the informal process with the immediate supervisor shall fail to resolve the problem, the Grievance may be formally presented in writing to the Chief of Police. The filing of the formal written Grievance at this step must be within ten (10) Business Days of the date of the occurrence giving rise to the Grievance or from the date when the Grievant might reasonably have become aware of the incident or situation that results in the filing of the Grievance. Upon receipt of the formal written Grievance, the Chief will arrange for a meeting to be held within seven (7) business days to review the Grievance. The formal Grievance shall clearly identify all Grievants, summarize all relevant facts, identify all provisions of the Agreement allegedly violated, and describe the remedy which is requested. The Chief of Police shall provide a written answer to the Grievant (with a copy to the Union if the Union is not the Grievant) within seven (7) business days of the meeting. The answer shall include the reasons for any decision contained in the Village's response to the Grievance.

STEP 2. If the Grievance is not resolved at the preceding step, the Union and/or Grievant may refer it to the Village President or his designee by filing the same in writing within seven (7) business days of receipt of the answer from the previous level. The Village representative will arrange for a meeting to be held within seven (7) business days of such referral to review the Grievance. Each party shall have the right

to include in its presentation such witnesses as it deems necessary to develop facts pertinent to the Grievance.

A written answer, including reason(s), shall be provided to the Grievant (with a copy to the Union if the Union is not the Grievant) within seven (7) business days of the meeting provided for in this paragraph.

STEP 3. If the Grievance is not resolved at the Village President level, the Union may submit it to binding arbitration, provided written notice indicating such is filed with the Village President's office within seven (7) business days of the answer rendered by the Village President's office, or if no answer is filed, within seven (7) business days of the last day on which such answer was due. The Union shall promptly request the American Arbitration Association to provide a panel of qualified Arbitrators who are members of the National Academy of Arbitrators from which the parties may make a selection pursuant to the practices of the American Arbitration Association.

The fees and expenses of the Arbitrator and the American Arbitration Association shall be shared equally by the Village and the Union. The parties likewise shall share the expenses of any transcript(s) which they may jointly request, but all other expenses which may be incurred by either party shall be borne by that party.

The power of the Arbitrator shall be limited to the interpretation and application of the written terms of this Agreement. 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 any question or fact as to whether or not there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The Arbitrator shall be empowered to determine only the issue raised by the written Grievance as submitted in writing at Step 1. 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 contrary to or inconsistent with, in any way, applicable laws or of rules and regulations of administrative bodies that have the force and effect of law.

The Arbitrator shall not, in any way, limit or interfere with the powers, duties and responsibilities of the Village under applicable laws or rules and regulations of administrative bodies that have the force and effect of law, and applicable court decisions. The arbitrator shall submit in writing his decision within thirty (30) days next following close of the hearing, or submission of briefs of the parties, whichever is later. Any decision or award of the arbitrator rendered within the limitations of this section shall be final and binding upon the Village, the Union and the employees.

6.4 Deadline for Filing

No Grievance shall be entertained or processed unless it is submitted in Step 1 within the specified time limits after the occurrence of the event giving rise to the Grievance or within the specified time limits after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to

the Grievance.

If the Grievance is not presented within the specified time limits contained in this Article, it shall be considered waived. If the Grievance is not appealed to the next step within the specified time limits contained in this Article or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not answer a Grievance or an appeal thereof within the specified time limits outlined in this Article VI the aggrieved employee may elect to treat that Grievance as denied at that step and immediately appeal the Grievance to the next step.

ARTICLE VII - DISCIPLINE AND DISMISSAL

7.1 Employee Security

Part-Time Sworn Police Officers covered by this Agreement shall not be relieved from duty, suspended, discharged, or disciplined in any manner without the Village or the Command Level of the Police Department having first established just cause, except for officers on probationary status. Also, a member officer may be placed on administrative leave without pay during an investigation concerning alleged misconduct of the officer; provided such unpaid leave shall not exceed thirty (30) days in length, unless extended for good cause, with written notice to the Officer. Examples of good cause include, but are not limited to: awaiting outcome of criminal proceeding; awaiting receipt of a laboratory report, or unavailability of a witness for interview. Any other or further administrative leave shall be with pay, calculated at the rate of the average of the compensation earned by the Officer over the four (4) pay periods next preceding the date of the alleged misconduct which led to the administrative leave. This paragraph in no way limits the authority of the Board of Trustees to take action consistent with the law.

7.2 Performance Review/Evaluation & Discipline

It is expressly understood between the parties that periodic review/evaluation of employees is a management right. As such, the review/evaluation instrument and/or the review/evaluation scores are not subject to the grievance procedure outlined in Article VI of this Agreement. All Part-Time Sworn Police Officers covered by this Agreement shall be allowed to meet with the appropriate supervisor and to review their review/evaluation document during the course of the review/evaluation process of that officer. Further, any Officer undergoing a review/evaluation shall have the opportunity of indicating his or her comments regarding the review/evaluation either on the review/evaluation form itself or in a separate document which will be appended to the review/evaluation instrument. This periodic review/evaluation process cannot be used for discipline purposes.

7.3 Access to Personnel Files

Personnel files kept by the Village on all Part-Time Sworn Police Officers shall be regarded as confidential and information contained in these files shall not be made available to public or private agencies or to the news media or to credit reporting services or other such agencies without the written consent of the Officer involved, unless otherwise required by law.

Also, individual Officers shall have reasonable access to their own individual personnel files at least once each calendar year upon prior written notice to the Chief of Police or his designee. The Village agrees that such access to personnel files will be granted not more than thirty (30) calendar days after the initial written request is submitted. Officers may make copies of any materials contained in these files. Access shall not extend to those documents excluded from disclosure under 820 ILCS 40/10 (a) – (g).

The Village also agrees that when any such entry of reprimand or suspension is made into an employee's personnel file, the employee shall be notified of the entry as soon as practical and given a copy. All charges against an Officer that were found to be unfounded, exonerated, or not sustained shall be removed from the Officer's personnel file upon completion of the investigation.

The Village will comply with the requirements of the Personnel Records Review Act, 820 ILCS 40/8 in regard to review of personnel records.

Officers will not be required to indicate any specific reasons why they may want to review their personnel files and make copies of the materials therein, but if any State of Illinois statute or Federal law holds that certain specific materials in such files need not be made available to individual Officers, then such materials may be withheld by the Village.

7.4 Disciplinary Sequence

The typical disciplinary sequence for any employee covered by this Agreement shall be: (1) Written Warning; (2) Written Reprimand; (3) Suspension; and (4) Dismissal. Oral warnings may also be issued. Disciplinary action, up to and including termination of employment, shall be for a violation of a Village ordinance, or County or State or Federal law, or for a violation of the Police Department Policy and Procedures Manual, or other rules and regulations, so long as such rules and regulations have previously been reduced to writing and distributed to, posted or otherwise made available to all Part-Time Sworn Police Officers covered by this Agreement. Any such disciplinary action shall be administered in a timely and progressive manner, except that suspension or dismissal may result as the first step in the disciplinary procedure depending on the circumstances and severity of the offense.

Any Part-Time Sworn Police Officer covered by this Agreement is entitled to Union representation at any meeting or hearing called for the specific purpose of disciplining the employee. If a non-disciplinary meeting turns into a disciplinary meeting, the employee is entitled to recess the meeting until Union representation can be obtained before continuing with any such disciplinary meeting.

7.5 Jurisdiction

The Chief of Police has the authority to suspend an Officer for up to five (5) days. Authority to order suspensions of greater than five (5) days, and appeal of any decision for suspension, and appeal of any decision for discharge, of any member officer shall lie with the Village Board of Trustees, subject to appeal to or review by any court of

competent jurisdiction pursuant to law.

7.6 Conference

Except when detrimental to the general welfare of the Village, or when the Chief of Police deems that a Formal Interrogation under the Uniform Peace Officers' Act is not necessary, any employee covered by this Agreement shall have the opportunity, prior to suspension or dismissal, to have Union representation at a conference with the Chief of Police or his designee and at that time, to have full opportunity to review the allegations or reasons for suspension or dismissal and to have ample opportunity to rebut such allegations or reasons, akin to *Cleveland Board of Education v. Loudermill*, 470 U.S. 532, 105 S. Ct. 1487 (1985) and its progeny. This section shall apply only to disciplinary matters that have not been brought under the jurisdiction of the Sleepy Hollow Board of Trustees.

ARTICLE VIII - SENIORITY

8.1 Definition of Seniority

The Police Department level of seniority shall apply to all Part-Time Sworn Police Officers whose original date of hire was as a Part-Time Sworn Police Officer, or to those Sleepy Hollow employees who transfer into the Police Department from some other Village employment capacity. In either case, Police Department seniority shall be defined as an Officer's length of continuous service with the Police Department since the Officer's last date of hire.

8.2 Hiring Date Conflicts

In the event that more than one employee covered by this Agreement has the same date of hire, seniority of the employees involved shall be resolved based on the order in which their names first appeared on the Village and/or Police Department eligibility list, with the earliest name appearing on the list being the most senior Officer. Or, if the ranking of employees on an eligibility list shall not conclusively establish seniority, the dates that original Police Department applications were received shall be used for such purpose.

8.3 Probationary Period - Seniority

All newly-hired Part-Time Sworn Police Officers shall be considered probationary employees until they successfully complete a probationary period of eighteen (18) months from the date of hire. Seniority among probationary Officers shall not apply until after they complete their probationary period, in which case they shall then be deemed to have accrued eighteen (18) months of seniority with the Police Department. The Chief of Police may extend a given employee's probationary period one (1) time for up to a six (6) month period, if, at the Chief's discretion, that employee requires additional time to qualify as a Part-Time Sworn Police Officer. However, all appropriate benefits, including ranking on the Police Department Seniority List, shall accrue to all covered employees who have completed eighteen (18) months of service to the Police Department, whether or not their probationary periods have been extended. During the probationary period, an officer shall be subject to discipline, including discharge, without cause and without recourse to the grievance procedure, or to any other forum, and may

be subject to limitations in scheduling work shifts / work hours.

8.4 Accrual and Non-Accrual of Seniority

Seniority shall accrue on a continuous basis following the twelve (12) month probationary period and shall be a determining factor in all such matters in which Officers shall be deemed to have the right to choose.

Seniority shall not accrue during any periods in which an Officer is on either authorized leave of absence or disciplinary suspension in excess of thirty (30) days, except, seniority shall continue to accrue during any sick leave or disability leave that an employee may experience, provided that such leave does not exceed twelve (12) months; and during any military leave. After twelve (12) months of continuous sick leave or continuous disability leave, employees shall not continue to accrue seniority. However, any seniority such employees have accrued up to that point shall continue to be carried by the Village in their names. Further, any employees who return to work as Part-Time Sworn Police Officers following extended sick leaves or extended disability leaves shall be entitled to claim and exercise all Police Department seniority they have accumulated up to the point that their seniority ceased to accrue and, upon their return to active duty, the seniority of such employees shall once again continue to accrue.

Seniority shall be terminated whenever an employee resigns, is discharged for cause, retires, fails to promptly return from a lay-off or a leave of absence, is absent from work without authorization or has been laid off during a reduction in force and not called back for eighteen (18) months.

8.5 Seniority and Reduction in Force

In the event that a reduction in the number of Part-Time Sworn Police Officers becomes necessary as determined by the Village Board, the Village agrees that it will comply with the requirements of law, including but not limited to the Illinois Municipal Code, 65 ILCS 5/3.1-30-21. If a reduction in force does become necessary, it shall be implemented following the principle of reverse seniority, meaning the last Part-Time Sworn Police Officer hired shall be the first to be laid off or terminated, mimicking the Illinois Municipal Code, 65 ILCS 5/10-2.1-18), "Fire or police departments - Reduction of force - Reinstatement."

Further, any Officers removed from the force as a result of this procedure shall be subject to recall for a period of eighteen (18) months before any new employees are hired to replace them.

Provided, any such Officer shall provide the Village with current contact information at all times during any such layoff, and the Village shall have no obligation to discover the current whereabouts or contact point for any Officer, but shall be obligated only to give notice of call back at the address or telephone number last provided to the Village by such Officer.

8.6 Shift Scheduling

Shift scheduling opportunities will be offered equally to all non-probationary Part-Time Sworn Police Officers for each scheduling period. In the scheduling process, each Officer shall request a minimum of eight (8) non-consecutive work shifts to equal not less than sixty-four (64) work hours for a calendar month and, if sufficient work shifts are available, each Officer will be assigned not less than four (4) work shifts and not less than thirty-two (32) work hours in each calendar month. Work shifts shall normally be of eight hours' duration, and Part-Time Sworn Police Officers shall work a minimum of thirty-two (32) hours per month, provided sufficient work hours are available; provided, also, the four (4) work shifts, and any other work shifts, assigned to each Officer may be sub-divided into four (4) hour shifts to accommodate scheduling. The final authority for determining the number of hours for each work shift, starting and ending times of a shift, and making other scheduling determinations shall reside with the Chief of Police or his/her designee and shall reflect the overall staffing needs of the Department as determined from time to time.

8.7 Seniority and Re-scheduling (Trading) Of Shifts

Regularly scheduled work days off may periodically be voluntarily traded between individual Part-Time Sworn Police Officers and/or other Officers without regard to seniority. In such instances, both Officers involved in a given shift trade must notify the Chief of Police or his designee at least three (3) days in advance of the starting time of the shift being requested to be traded, and such trade shall be subject to approval by the Chief of Police or his designee. Such notice may be given in person, by fax, or e-mail, subject to the other requirements of this Section. In the event that the requested shift to be traded will occur within the three (3) day notice period, due to an emergency, the requesting officer shall discuss with the Chief of Police or his designee waiver of the three (3) day notice period. A request for trade of shift shall be made on the proper Department form, signed by the requesting officer and by the trading officer; provided, signature of the trading officer may be evidenced by e-mail message or fax attached to the request form. Provided also, no such trade shall result in overtime compensation.

ARTICLE IX - EMPLOYMENT PRACTICES & PROCEDURES

9.1 Court Time Compensation

All Part-Time Sworn Police Officers will be compensated for Court appearances resulting from performance of duties as follows: Time for any court appearance shall be calculated at a minimum of three hours' time, or actual time, whichever is greater. Pay for any hours greater than eight (8) hours worked for the day in question shall be at the applicable rate, the court time being considered in totaling the hours worked.

Examples:

- i) If such appearance is scheduled at a time the Officer is not scheduled to work, then time is credited at three (3) hours' time, or actual time, whichever is greater.
- ii) If the court appearance is scheduled at a time the Officer works a full shift on

the same day (either before or after the Court appearance) – and not during his regular shift, then as follows:

Officer is scheduled to work 2nd shift, and appears for court at 1:00 p.m. – court ends prior to start of shift at 2:00 p.m. – Officer gets paid for three (3) hours' time (*per minimum time rule*) – then 100% of shift time.

Officer is scheduled to work 2nd shift, and appears for court at 1:00 p.m., and court runs past start of shift at 2:00 p.m. Officer gets paid for his time that day starting at 1:00 p.m. to end of shift.

- iii) If the court appearance occurs during the Officer's regular shift, then the Officer gets paid for no additional time.

9.2 Call-In Compensation

Any Part-Time Sworn Police Officer who is called in at least two (2) hours prior to the start of a regularly scheduled shift, or who is called in on what would otherwise be a time when not scheduled to work shall be compensated for a minimum of two (2) hours time unless such time extends to his regular shift, in which case the employee will be compensated only for the actual time worked outside his regular shift, or one (1) hour, whichever is greater. In the event that it is determined that the Officer has made an error in paperwork, reporting or otherwise, and the Officer is called back to the station to correct such error, the Officer will receive no compensation for such call back if in the discretion of the Chief or his designee circumstances dictate the error cannot wait to be corrected until the officer's next scheduled shift.

9.3 Residency Requirement

The parties to this Agreement agree that in order to work as a Part-Time Sworn Police Officer, all current and future Part-Time Sworn Police Officer employed by the Village of Sleepy Hollow may live outside the Village limits.

9.4 Uniforms

As soon after their date of hire as is reasonable and practicable, the Village agrees to provide all probationary Officers with uniform and necessary equipment prior to the start of such probationary Officer's first shift as a Part-Time Sworn Police Officer (Appendix B). Thereafter, the Village shall utilize the "quartermaster-requisition" system for uniform upgrades and replacements.

Under the quartermaster-requisition system, an Officer may deliver to the Chief a requisition form for replacement of any of the uniform components or equipment listed on Appendix B, as needed; such replacement items shall be procured for the Officer. Additionally, the Village agrees to provide each Part-Time Sworn Police Officer with a new body armor vest, at a level II-A or its equivalent, and vest carrier as soon as practicable after date of hire by the Village and once every five years thereafter.

The Officer may upgrade to a better grade vest, but must pay the difference in cost.

This body armor will remain the property of the Village. Any changes in uniforms will be paid for by the Village.

All such uniforms and equipment shall be surrendered by any Officer at the time he terminates his employment, or is terminated from employment, with the Village Police Department.

The Village will also provide any Officer with a minimum of twenty (20) years of service with an identification card at retirement, upon request.

9.5 Uniform Replacements

Any issued uniform or issued equipment damaged in the line of duty without negligence of the Officer involved shall be repaired or replaced. The Village also agrees to repair / replace as necessary an Officer's prescription eyeglasses, prescription sunglasses, or contact lenses, if such are damaged or broken while being worn by an Officer during the course of the Officer's duties or while the Officer is performing work in the line of duty, and without negligence on the part of the Officer. The Village's obligation under this clause shall be limited to \$350 for prescription eyeglasses, prescription sunglasses, or contact lenses. Affected Officers must provide receipts for repair or replacement of such items pursuant to this clause. Payment pursuant to this clause shall not include reimbursement for eye examinations required prior to the replacement of such items. Any incidents of damage to a uniform, or to prescription eyeglasses, prescription sunglasses, or contact lenses, shall be documented in writing with the Officer's immediate supervisor.

9.6 Vests To Be Worn At All Times

Body armor vests shall be worn at all times when on regular patrol duty.

9.7 Overtime Compensation

Part-time Sworn Police Officers may be required to work overtime in both emergency and non-emergency situations. In either case, overtime shall be duly authorized and approved by the Chief of Police or his designee. Officers required to work overtime shall be compensated for such time at the rate of one and one-half (1½) times the regular hourly rate of pay. Overtime is defined as all "hours worked" in excess of forty (40) hours per week or over eight (8) hours in a scheduled shift, and shall be earned in minimum increments of fifteen (15) minutes each.

Officers may decline to work non-scheduled or non-emergency overtime if they have a pressing family or personal obligation that prevents them from working overtime (such as an appointment with a medical professional or a child or children who cannot be left alone without a babysitter).

Nothing in this paragraph shall prevent an Officer from working more hours if the Officer agrees.

9.8 Outside Employment

All Part-Time Sworn Police Officers covered by this agreement who desire to take on additional employment may do so only upon approval of the Chief of Police or his designee, and in accordance with the established policies of the Police Department (currently, Section 42 of the Village of Sleepy Hollow Police Department Policy and Procedural Manual).

ARTICLE X - HOLIDAYS AND LEAVES

10.1 Holidays

Except as otherwise provided herein, any Part-Time Sworn Police Officer who works on any holidays during the year will be paid at one and one half times (1½) his regular rate of pay. Holidays in the Village for Part-Time Sworn Police Officers are currently: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

10.2 Jury Duty, Court Leave

Any Part-Time Sworn Police Officer covered by this Agreement who is subpoenaed as a witness in a criminal or civil court proceeding arising out of his or her duties as a Village police officer, or who is summoned and reports for jury duty, shall be granted leave to fulfill such duty. The Village shall compensate any Officer, who is subpoenaed to testify as a witness in such criminal or civil court proceeding, at his or her regular rate of pay, assuming such Court or Court-related appearance takes place when the Officer has been scheduled to work. An Officer shall not sign up for or accept work shifts at any time he or she knows or should have known he or she has been or could be so subpoenaed. The Officer shall present proof of such subpoena to the Chief of Police or his designee and any fees or expense reimbursements that are paid to the Officer for such subpoena shall, in turn, be delivered by the Officer to the Village, both as conditions for approval of any request for compensation.

10.3 Military Leave

The parties agree that they will be bound by the provisions of all state and federal military leave statutory requirements during the duration of this Agreement.

ARTICLE XI - HEALTH & WELFARE BENEFITS

11.1 Disability and Worker's Compensation

Any Part-Time Sworn Police Officer who is injured on duty in the regular service of the Sleepy Hollow Police Department shall report such injury to his or her superior Officer and shall seek appropriate treatment at the nearest hospital or medical facility, assuming such hospital or medical facility is equipped to handle the needs of the injured Officer. Whenever possible, an officer must report his injury to the Chief of Police or his designee prior to seeking treatment.

If the Officer is unable to perform his or her normal Police duties, the Officer must secure a statement from an attending physician describing the Officer's disability in order to continue receiving full salary and other benefits from the Village. In order to continue receiving such benefits, the Officer must continue to provide the Chief of Police

or his designee with proper documentation from the attending physician at regular and reasonable intervals.

Officers who suffer injuries on duty may seek benefits under the Worker's Compensation Act, if applicable.

11.2 Ongoing Professional Training

All Part-Time Sworn Police Officers covered by this Agreement shall be eligible to participate in professional training and upgrading programs and shall be encouraged to do so, subject to annual budgetary limitations. These ongoing professional training programs shall cover such aspects of Police work as weapons handling, radio room work, investigative techniques and the like and, in all cases, employees who participate in such training shall be paid at their regular rates of pay.

Further, the Village agrees that at least once per year, each Officer shall participate in a firearms session, with all costs for range fees and ammunition being paid by the Village, for the purpose of meeting State firearms qualifying standards.

ARTICLE XII - BASE SALARY ADJUSTMENTS

	May 1, 2020	May 1 2021	May 1, 2022
All PT Officers	\$22.00	\$23.00	\$24.00

This table of base salary adjustments shall be applied retroactive to May 1, 2020.

Any employee with more than twenty-five (25) years' continuous employment with the Department shall be paid a longevity bonus of \$1.00 above the applicable rate of pay otherwise specified in the salary schedule. (This longevity bonus shall not apply to any lateral entry).

ARTICLE XIII - MISCELLANEOUS WORKING CONDITIONS

13.1 Equipment Safety

No unsafe improperly maintained or non-functioning equipment, including patrol cars, radios, computers, lights, sirens and other equipment that is in regular use shall be knowingly assigned to Officers covered by this Agreement.

13.2 Drug Screening

The Village is strongly committed to maintaining a safe and healthy work environment for its police officers and an expectation that Officers will discharge their duties at an acceptable performance level without any impairment from drugs or alcohol. Accordingly, the Village has a zero tolerance policy regarding use or impairment because of the use of drugs or alcohol by any Officer, and the Department has an established Drug Testing Policy as set forth in the Department Policy and Procedures Manual.

This paragraph regarding drug testing and standards for discipline shall regulate the drug testing procedures and the consequences for any positive drug test results for the Part-Time Sworn Police Officers of the Village.

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.

In the absence of a search warrant or officer consent, such testing shall be done by one or more of only the following methods: hair sample, sweat/skin/saliva swab, urinalysis, or breathalyzer. This does not limit the village' right to obtain test results (including blood samples) via other available legal processes. In the event that applicable laws are amended during the term of this Agreement to mandate other forms of testing, including but not limited to blood tests, the parties agree that they shall comply with such superior governmental mandates without requirement of an amendment to this Agreement.

Notwithstanding the foregoing, the Village further reserves the right to require drug or alcohol testing at any time that an officer is involved in an incident where the officer's conduct directly or indirectly causes death or serious bodily injury, any time where the officer discharges his firearm in the line of duty (other than during training), and any time where the officer is involved in a motor vehicle collision. Testing after an officer-involved death or officer-involved shooting shall be conducted pursuant to the Village's Officer-Involved Death/Officer-Involved Shooting Policy (2018; modified 2020).

All applicants for employment as Village of Sleepy Hollow Police Officers shall be required to take and pass a standardized drug screening process before being hired by the Village. Testing of such applicants shall be done according to State of Illinois and/or Federal guidelines and statutes.

Probationary police officers may be required to submit to unannounced, mandatory drug and alcohol screening at any time, for any reason; and may be required to submit to random drug testing whenever the probationary officer has a history of drug use, in accordance with the Policies and Procedures Manual. Non-probationary police officers may be required to submit to mandatory drug and alcohol testing following auto accidents, weapons discharges, or reasonable suspicion that a specific officer is under the influence of alcohol or drugs, and such other circumstances as are codified in Illinois State statute. In addition, Officers shall be subject to random drug and alcohol screening.

Random drug and alcohol screening shall be effectuated by a random selection of names from either a computer program designed to accomplish that task or through random selection by the Chief of Police from among the names of all Officers in the bargaining unit deposited into an opaque container and by a procedure which insures a "blind" draw of the name or names to be selected.

Any bargaining unit member who tests positive in any drug or alcohol screening test shall be subject to discipline, including immediate discharge. Provided, any officer who

voluntarily submits himself for rehabilitation or drug or alcohol addiction treatment without a positive test result shall not be terminated, conditioned upon his successful completion of all treatment or therapy for said alcohol or drug use or addiction as recommended by his physician or treatment provider or the recommendation of the Village's physician or treatment provider. Officers who undergo treatment for drug or alcohol use or addiction shall be subject to unlimited random drug and/or alcohol screening, apart from random testing for all officers, for one (1) year after conclusion of treatment.

The following shall be cause for discipline, including discharge: The illegal use, possession, sale or distribution of any illegal drug, on or off duty; possession or use of cannabis, on or off duty, or any unnecessary exposure on or off duty to another who is smoking cannabis, as "cannabis" is defined in the Cannabis Regulation and Tax Act of 2019; the abuse of a prescribed drug, on or off duty; any failure to report to his or her supervisor any known adverse side effect of medication or a prescription drug that the Officer is then taking; and consumption or possession of alcohol while on duty (except as may be required in the line of duty).

Failure or refusal to submit to a drug or alcohol screening test when otherwise required under this Paragraph shall be cause for discipline, including discharge.

13.3 Lateral Transfers

The Village President and Board of Trustees shall determine the initial compensation of any laterally-hired Officer by determining his number of years of experience as a police officer in any other municipal Police Department and compensating the laterally-hired Officer at a rate not greater than that set forth in the collective bargaining agreement for similarly-experienced Officers. A laterally-hired Officer is considered a newly-hired Officer for purposes of seniority.

13.4 Immunization and Inoculations

The Village agrees to pay all expenses for inoculation or immunization shots for the employee and for members of an employee's immediate family when such becomes necessary as a result of said employee's exposure to a contagious disease which has occurred in the line of duty. For purposes of this Paragraph, a "contagious disease" is one which is readily transmittable from person to person as a result of close proximity, and for which an inoculation or immunization is readily available. "Immediate family" shall refer to spouse, children, and other persons related by blood who reside in the same household with the Officer.

13.5 Rest Periods

Except during emergency situations, Part-Time Sworn Police Officers shall be permitted to take one (1) thirty (30) minute paid lunch break and two (2) fifteen (15) minute paid breaks or rest periods during each workday.

ARTICLE XIV – SEVERABILITY

In the event that any Article, paragraph, section or sub-section of this Agreement shall be held invalid and unenforceable by the Illinois Labor Relations Board or any Court of competent jurisdiction, or by any change in any Federal or State legislation which would prohibit or nullify any section, sub-section or portion of this Agreement, such decision or enactment shall apply only to the specific section, subsection or portion thereof specified by the Labor Board or Court decision, or change in law, and the remaining parts or portions of this Agreement shall remain in full force and effect. In such event, the parties shall, upon the request of either party, commence good faith bargaining over possible replacement language for the invalidated section, sub-section or portion of this Agreement.

ARTICLE XV - ENTIRE AGREEMENT

This Agreement constitutes the complete and entire Agreement between the parties and concludes the 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.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the parties waived the right to negotiate on any issue whether known or unknown and that the understandings and Agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Any past practice of the Village and/or the Department not addressed in this Agreement may be changed, altered or modified by the Village pursuant to the management rights clause contained herein in Article II above. No benefits or terms of employment described in this Agreement shall be deemed to be retroactive unless specifically stated herein.

ARTICLE XVI – DURATION

This Agreement shall be effective when approved by the Corporate Authorities of the Village, and thereafter executed and delivered by each party to the other or as otherwise specifically indicated in the Agreement and shall remain in full force and effect through 11:59 p.m. on the 30th day of April, 2023 or until a new Agreement is completed.

This Agreement shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. Notice shall be given to the Village in care of the Village Clerk, at Village Hall. Any notice shall be effective on the date of personal delivery, or three days after date of postmark if mailed. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and effect during the

period of such negotiations, including any resulting mediation, and until notice of termination of this Agreement is provided to the other party.

Should the parties arrive at an impasse during the period of negotiations, then the Employer and the Union shall resolve such impasse in accordance with the provisions of the Illinois Public Labor Relations Act, 5 ILCS 315/1 et seq.


Agreed to, signed and entered into at Sleepy Hollow, Kane County, Illinois, this 26th day of August, 2020.

— Signature page next follows this page —

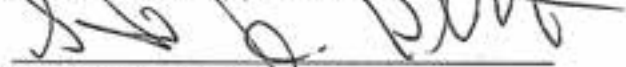
Illinois Council of Police



Richard Bruno
President


Chapter Representative

Village of Sleepy Hollow



Stephen Pickett
Village President

ATTEST:



~~Norine Olson~~ ANTHONY MILLS
Village Clerk

APPENDIX "A"

Illinois Compiled Statutes
Local Government
Uniform Peace Officers' Disciplinary Act
50 ILCS 725/1 *et seq.*

Sec. 1. This Act shall be known and may be cited as the "Uniform Peace Officers' Disciplinary Act." (Source: P.A. 83-981.)

Sec. 2. For the purposes of this Act, unless clearly required otherwise, the terms defined in this Section have the meaning ascribed herein:

(a) "Officer" means any peace officer, as defined by Section 2-13 of the Criminal Code of 1961, as now or hereafter amended, who is employed by any unit of local government or a State college or university, including supervisory and command personnel, and any pay-grade investigator for the Secretary of State as defined in Section 14-110 of the Illinois Pension Code, not including Secretary of State sergeants, lieutenants, commanders or investigator trainees. The term does not include crossing guards, parking enforcement personnel, traffic wardens or employees of any State's Attorney's office.

(b) "Informal inquiry" means a meeting by supervisory or command personnel with an officer upon whom an allegation of misconduct has come to the attention of such supervisory or command personnel, the purpose of which meeting is to mediate a citizen complaint or discuss the facts to determine whether a formal investigation should be commenced.

(c) "Formal investigation" means the process of investigation ordered by a commanding officer during which the questioning of an officer is intended to gather evidence of misconduct which may be the basis for filing charges seeking his or her removal, discharge or suspension in excess of 3 days.

(d) "Interrogation" means the questioning of an officer pursuant to the formal investigation procedures of the respective State agency or local governmental unit in connection with an alleged violation of such agency's or unit's rules which may be the basis for filing charges seeking his or her suspension, removal, or discharge. The term does not include questioning (1) as part of an informal inquiry or (2) relating to minor infractions of agency rules which may be noted on the officer's record but which may not in themselves result in removal, discharge or suspension in excess of 3 days.

(e) "Administrative proceeding" means any non-judicial hearing which is authorized to recommend, approve or order the suspension, removal, or discharge of an officer. (Source: P.A. 90-577, cf. 1-1-99.)

Sec. 3. Whenever an officer is subjected to an interrogation within the meaning of this Act, the interrogation shall be conducted pursuant to Sections 3.1 through 3.11 of this Act.

Sec. 3.1. The interrogation shall take place at the facility to which the investigating officer is assigned, or at the precinct or police facility which has jurisdiction over the place where the incident under investigation allegedly occurred, as designated by the investigating officer. (Source: P.A. 83-981.)

Sec. 3.2. No officer shall be subjected to interrogation without first being informed in writing of the nature of the investigation. If an administrative proceeding is instituted, the officer shall be informed beforehand of the names of all complaints. The information shall be sufficient as to reasonably apprise the officer of the nature of the investigation. (Source: P.A. 83-981.)

Sec. 3.3. All interrogations shall be conducted at a reasonable time of day. Whenever the nature of the alleged incident and operational requirements permit, interrogations shall be conducted during the time when the officer is on duty. (Source: P.A. 83-981.)

Sec. 3.4. The officer under investigation shall be informed of the name, rank, and unit or command of the officer in charge of the investigation, the interrogators, and all persons present during any interrogation except at a public administrative proceeding. (Source: P.A. 94-344, eff. 1-1-06)

Sec. 3.5. Interrogation sessions shall be of reasonable duration and shall permit the officer interrogated reasonable periods for rest and personal necessities. (Source: P.A. 83-981.)

Sec. 3.6. The officer being interrogated shall not be subjected to professional or personal abuse, including offensive language. (Source: P.A. 83-981.)

Sec. 3.7. A complete record of any interrogation shall be made, and a complete transcript or copy shall be made available to the officer under investigation without charge and without undue delay. Such record may be electronically recorded. (Source: P.A. 83-981.)

Sec. 3.8. Admissions; counsel; verified complaint.

(a) No officer shall be interrogated without first being advised in writing that admissions made in the course of the interrogation may be used as evidence of misconduct or as the basis for charges seeking suspension, removal, or discharge; and without first being advised in writing that he or she has the right to counsel of his or her choosing who may be present to advise him or her at any stage of any interrogation.

(b) Anyone filing a complaint against a sworn peace officer must have the complaint supported by a sworn affidavit. (Source: PA. 93-592, eff. 1-1-04.)

Sec. 3.9. The officer under investigation shall have the right to be represented by counsel of his or her choosing and may request counsel at any time before or during interrogation. When such request for counsel is made, no interrogation shall proceed until reasonable time and opportunity are provided the officer to obtain counsel. If a collective bargaining agreement requires the presence of a representative of the collective bargaining unit during investigations, such representative shall be present during the interrogation, unless this requirement is waived by the officer being interrogated. (Source P.A. 83-981.)

Sec. 3.10. Admissions or confessions obtained during the course of any interrogation not conducted in accordance with this Act may not be utilized in any subsequent disciplinary proceeding against the officer. (Source: P.A. 83-981.)

Sec. 3.11. In the course of any interrogation no officer shall be required to submit to a polygraph test, or any other test questioning by means of any chemical substance, except with the officer's express written consent. Refusal to submit to such tests shall not result in any disciplinary action nor shall such refusal be made part of his or her record. (Source: P.A. 83-981.)

Sec. 4. The rights of officers in disciplinary procedures set forth under this Act shall not diminish the rights and privileges of officers that are guaranteed to all citizens by the Constitution and laws of the United States and of the State of Illinois. (Source: PA. 83-981.)

Sec. 5. This Act does not apply to any officer charged with violating any provisions of the Criminal Code of 1961, or any other federal, State, or local criminal law. (Source: P.A. 83-981.)

Sec. 6. The provisions of this Act apply only to the extent there is no collective bargaining agreement currently in effect dealing with the subject matter of this Act (Source: P.A. 83-981.)

Sec. 7. No officer shall be discharged, disciplined, demoted, denied promotion or seniority, transferred, reassigned or otherwise discriminated against in regard to his or her employment, or be threatened with any treatment as retaliation for or by reason of his or her exercise of the rights granted by this Act. (Source: P.A. 83-981.)

APPENDIX "B"

EQUIPMENT

The following equipment will be issued by the Village to the Part-Time Sworn Police Officers of the Sleepy Hollow Police Department:

<u>Quantity</u>	<u>Item</u>
2	Badges
2	Navy Blue Winter Shirts
2	Navy Blue Summer Shirts
2	Uniform Navy Blue Trousers
1	Commando-style Navy Blue / Black Sweater
1	Winter Navy Blue Fur Trooper-style Cap
1	5-Star Cap with Shield and Band
1	Winter Navy Blue Convertible Jacket
1	Ballistic Vest with outside carrier
1	Black Clip-on Tie with silver tie clasp
2	Navy Blue / Black Turtle Necks (or Mock Turtlenecks, or Dickey's)
2	Name Plates
1	Rain Jacket and Hat Cover
1	Radio Holder
1	OC / Pepper Spray (1.6 oz.)
1	Traffic Safety Vest

Manufacturer, style and/or distributor of uniform items shall be as determined by Chief of Police.