

**AGREEMENT**

**BETWEEN**

**VILLAGE OF ROUND LAKE**

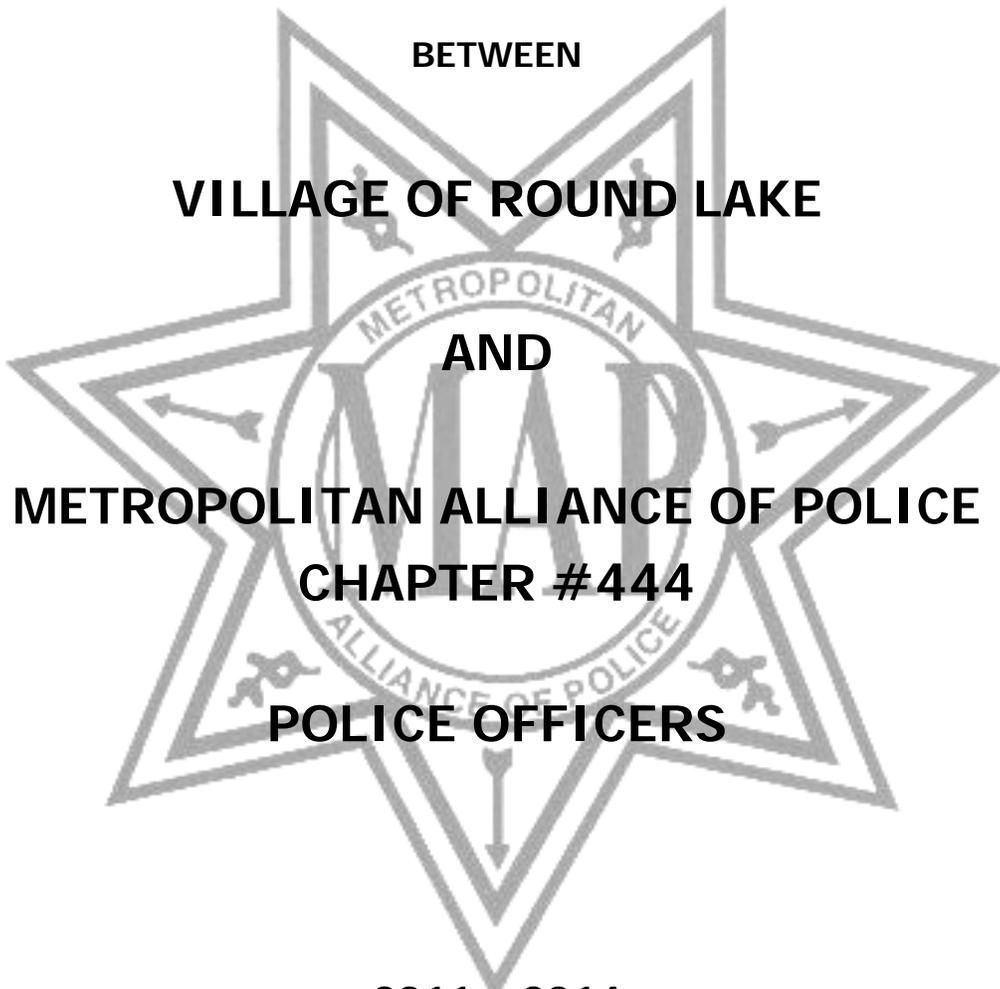
**AND**

**METROPOLITAN ALLIANCE OF POLICE**

**CHAPTER #444**

**POLICE OFFICERS**

**2011 – 2014**



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# **Agreement**

between

**Village of Round Lake**

and

**Metropolitan Alliance of Police,  
Chapter #444**

**2011-14**

## **Preamble**

This agreement is entered into by and between the Village of Round Lake (“Village”) and the Metropolitan Alliance of Police, Chapter # 444 (“Union”). The Village recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing rates of pay and other matters specifically mentioned herein for full-time police officers holding the rank of Police Officer.

## **Article I Management Rights**

The Village shall retain the sole right and authority to operate and direct the affairs of the Village in all its various aspects, including but not limited to all rights and authority exercised by the Village prior to the execution of this Agreement, except as modified in this Agreement. Such rights include, but are not limited to, the following: to plan, direct, control and determine all the operations and services of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards, and from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which operations are conducted; to determine whether goods or services are made or purchased; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to

discipline, suspend and discharge non-probationary employees for cause (probationary employees without regard to cause); to change or eliminate existing methods, equipment or facilities; and to carry out the mission of the Village; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

## **Article II**

### **Recognition and Fair Representation**

Section 2.1. Recognition. Pursuant to the certification issued by the Illinois Labor Relations Board in Case No. S-RC-06-017, dated August 19, 2005, the Village recognizes the Union as the sole and exclusive bargaining agent for the full time, sworn officers of the Village of Round Lake Police Department (“the Department”) with the rank of Police Officer (“Officer”) for the purpose of establishing hours, wages, and certain other conditions of employment.

Section 2.2. Fair Representation. The Union recognizes its responsibility as exclusive bargaining representative of the Officers covered by this Agreement, whether or not they are members of the Union.

Section 2.3. Chapter Officers. For purposes of this Agreement, the term “Chapter Officers” shall refer to the duly elected President, Vice-President, Secretary, and Treasurer of Chapter #444.

Section 2.4. Gender. All references to Officers in this Agreement shall be interpreted as referring to both sexes, and wherever the male gender is used, it shall be construed to include male and female Officers.

## **Article III**

### **Dues Checkoff and Fair Share**

Section 3.1. Dues Deductions. Upon receipt of proper written authorization from an employee, the Employer shall deduct each month’s Chapter dues in the amount certified by the Treasurer of the Chapter from the pay of all officers covered by this Agreement who, in writing, authorize such deductions. Such money shall be submitted to the Metropolitan Alliance of Police within fifteen (15) days after the deductions have been made.

Section 3.2. Fair Share. During the term of this Agreement, Police Officers who are not members of the Chapter shall, commencing thirty (30) days after the effective date of this Agreement, pay a fair share fee to the Chapter for collective bargaining and contract administration services tendered by the Chapter as the exclusive representative of the officers covered by this Agreement. Such fair share fee shall be deducted by the Village from the earnings of non-members and remitted to the Chapter each month. The Chapter shall annually submit to the Village a list of the officers covered by this Agreement who are not members of the Chapter and an affidavit, which specifies the amount of the fair share fee, which shall be determined in accordance with the applicable law.

Section 3.3. Union Indemnification. The Union shall indemnify and hold harmless the Village against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Village in complying with the provisions of this Article, or in reliance on any written checkoff authorization furnished under any such provisions, provided that the Village does not initiate or prosecute the action. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

## **Article IV**

### **No Strikes, No Lockouts**

Section 4.1. No Strike. The Union, its officers and agents, and the Officers covered by this Agreement agree not to instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work, or any other intentional interruption of operations, regardless of the reason for so doing. Any or all of the employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. In addition, in the event of a violation of this Section 4.1, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 4.2. No Lockout. The Village will not lock out any Officer as the result of a labor dispute with the Union.

Section 4.3. Penalty. The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 4.1 is whether or not the

employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 4.4. Judicial Restraint. Nothing contained herein shall preclude the Village or the Union from obtaining judicial restraint and damages or other appropriate relief in the event the other party violates this Article.

## **Article V**

### **Fringe Benefits**

Section 5.1. Sick Leave. Sick leave shall be granted to an Officer who contracts or incurs any illness, injury, or other disability (other than on-the-job disability) which renders such Officer unable to perform the duties of his employment or other work offered to the Officer by the Chief or his designee. Sick leave may also be used in the event of critical illness of an Officer's father, mother, spouse, or child or the required attendance of the Officer because of illness or injury affecting such persons; provided that proof of critical illness and/or the required attendance of the Officer may be required before use of sick leave is approved for these purposes. Sick leave may also be used for medical, dental and optical appointments when it is not possible to schedule those appointments outside of the Officer's duty day; provided that proof of inability to schedule outside duty hours may be required. Sick leave benefits shall be paid for absences due to pregnancy disability in the same manner they are paid for other disabilities.

No sick leave shall be allowed where illness or injury is feigned, where illness or injury is self-inflicted (other than accidental) or where illness or injury continues as a result of an Officer's failure to fully cooperate with medical advice and/or corrective therapy. Sick leave may be disallowed where appropriate proof or documentation to support the use of sick leave has been requested of, but not supplied by, the Officer.

Beginning the first full month of the contract period, Officers shall accumulate sick leave at the rate of one day (8 hours) per month. Officers may accumulate sick leave days to a maximum of 1920 hours, including hours accumulated prior to the effective date of this Agreement. Sick leave shall not be used until it has been accrued.

An Officer shall notify the Department of an illness, injury, or other disability in accordance with procedures then in effect as soon as possible but not less than two (2) hours prior to the time the Officer is scheduled to work.

The Village may require medical evidence of an illness, injury, or other disability at any time. The Village may establish standards of performance to be used by physicians in determining fitness for duty of Officers. The Village may require an Officer to provide medical certification of the illness, injury, or other disability in order to validate use of sick leave, and the Village will require an Officer to provide medical certification of fitness to return to duty before allowing the Officer to return to work following sick leave. The Village also may require medical certification of illness, injury, or other disability, or of fitness to return to work from sick leave, from a physician appointed by the Village, at Village expense.

Any Officer who fails to meet the requirements of this Section, abuses the sick leave program, or uses sick days under false pretenses shall not receive pay for such days and may be subject to disciplinary action. Sick days should not be considered a privilege; they are a fringe benefit which shall be allowed in case of the actual illness, injury or disability, as allowed by Village policy, for such time, and only such time, as is necessary for the Officer to return to work fit for duty.

Sick leave benefits shall be paid at the Officer's regular straight-time rate of pay. Sick leave may be used in minimum increments of one (1) hour.

Section 5.2. Vacation. An Officer shall be entitled to accrue vacation leave with pay as follows:

<b>Length of Service</b>	<b>Accrual</b>
At least one (1) pay period but less than five (5) years	3.692 hours per pay period
Five (5) years but less than ten (10) years	5.538 hours per pay period
Ten (10) years but less than twenty (20) years	7.385 hours per pay period
Twenty (20) years and over	9.231 hours per pay period

For purposes of the above table, the following definitions shall apply: "length of service" means length of service as of the Officer's anniversary date; "pay period" means a full bi-weekly pay period. Allowances for vacation time off shall be in addition to any recognized holidays which may fall during an Officer's vacation period. No vacation time off is permitted during the Officer's first six (6) months of employment. Vacation may be taken up to the amount of vacation time accrued as of the time that the vacation is taken, subject to approval by the Chief of Police. Carryover of accrued vacation time from one calendar year to the next shall be limited to 240 hours. Requests for carryover of accrued vacation time must be submitted in writing in conjunction with vacation preferences for the carryover year.

Preferences for vacation time off to be taken in increments of forty-eight (48) hours or more must be submitted to the Chief of Police prior to October 1 of the year prior to the year in which the vacation is proposed to be taken. In the event of competing requests, seniority as between Officers will be the determining factor unless operational reasons preclude the honoring of the senior employee's preference. In any event, all vacation time off is subject to the approval of the Chief of Police.

Pay for earned but unused vacation time upon resignation, termination, or retirement shall be in accordance with the requirements of the Illinois Wage Payment and Collection Act.

Section 5.3. Funeral Leave. A maximum of three (3) working days funeral leave with pay will be allowed an Officer to attend the funeral of a member of the Officer's immediate family, which is defined as the Officer's spouse, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, or grandchild. The Department may require the Officer to provide proof of the death and the Officer's attendance at the funeral as a condition of eligibility for the funeral leave benefit. Officers who require more than the allowable maximum number of days off because of a death in the family must secure prior approval for such time off from the Chief of Police. If such additional time off is granted, the Officer may substitute other paid leave for the additional days off or may be granted an unpaid leave of absence.

Section 5.4. Family and Medical Leave Act. The parties agree that the Village may adopt such policies as may be necessary or appropriate to implement the Family and Medical Leave

Act of 1993 (the "FMLA"). No such policy shall be deemed to violate this Agreement if it is either mandated or legally permitted by the FMLA.

Section 5.5. Military Leave. Officers shall be granted military leave in accordance with applicable law.

Section 5.6. Leaves of Absence for Duty-Related Illness or Disability. Leaves of absence for duty-related illness or disability shall be granted in accordance with applicable law.

Section 5.7. Other Leaves of Absence. Unpaid leaves of absence for personal reasons may be granted by the Village, at its sole discretion. An unpaid leave of absence of up to ten (10) working days for reasons other than funeral, holiday, sick time, Family and Medical Leave Act time, or jury duty, may be granted by the Chief of Police upon written application of the Officer. Normally, the Officer must exhaust all paid leave prior to taking an unpaid leave of absence; however, an exception to this policy may be granted when the purpose of the requested leave is to further knowledge, skills, and abilities for the benefit of the Police Department.

Section 5.8. Holidays. Following are holidays recognized by this Agreement:

- New Year's Day (January 1)
- Presidents' Day
- Memorial Day
- Independence Day (July 4)
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Day before Christmas (December 24)
- Christmas Day (December 25)
- New Year's Eve Day (December 31) one-half day (afternoon)
- Floating Holiday

Where a date is specified above, that date shall be recognized as the holiday. All other holidays, except for the Floating Holiday, shall be deemed as falling on the day that Village Hall is closed in observance of the holiday. The Floating Holiday may be taken at any time during the calendar year as designated and scheduled by the Officer, subject to the approval of the Chief of Police. The Floating Holiday is not subject to being carried over from one year to the next.

As each of the above-listed holidays falls, an eligible Officer shall receive holiday pay in the form of twelve (12) hours' pay, or eight (8) hours' pay, as the case may be, at his regular straight-time hourly rate. To be eligible for holiday pay, an Officer must have worked his scheduled hours of work on the last workday prior to the holiday and his scheduled hours of work on the workday following the holiday, unless: (a) the absence is with the permission of the Village, such as vacation or approved leave of absence; (b) the employee is on sick leave, approval by the Department for the use of which may require verification by production of a doctor's note.

An Officer shall receive one- and one-half times his regular rate of pay for all hours worked on the holiday plus holiday pay as specified in the above paragraph. If an Officer's shift begins on the holiday and carries over to the next day, all hours worked on the shift shall be considered as holiday hours. If an Officer's shift begins on the day before the holiday and carries over to the holiday, all hours worked on that shift shall be considered as non-holiday hours.

Section 5.9. Health, Hospitalization and Life Insurance. Officers shall be covered by the Village's health, hospitalization, and life insurance program for Officers on the same terms and conditions as are afforded all other Village employees, except that the Officers' monthly contribution to the premium cost of providing such coverages shall be as provided below.

During the term of this Agreement, the Village will pay the full premium cost for single employee coverage under the Village's health, hospitalization, dental, eye care, and life insurance program. An Officer who elects to provide coverage to one or more dependents under such program shall contribute, through payroll deduction, an amount equal to fifty percent (50%) of the full monthly premium cost of providing such dependent coverage.

Section 5.10. Uniforms. Upon hire or re-hire, an Officer will be provided with an initial issue of uniforms and equipment in accordance with standards and procedures then in effect. After an Officer has been employed as a police officer by the Village for one (1) year from his most recent date of hire, and each year thereafter, replacement or supplemental items of uniform and equipment (including service-related plain clothes items for detectives) shall be made available to the Officer, up to a maximum value of \$600 per year, by means of the Department's uniform and service-related clothing purchasing procedure. Body armor provided to Officers shall be replaced every five (5) years or at the recommendation of the manufacturer, whichever is earlier.

Officers shall be responsible for cleaning and care of uniforms and equipment. Uniforms and equipment damaged in the line of duty shall be replaced, but Officers may be required to pay for replacement uniforms or items of equipment if damaged through their own negligence or not in the line of duty. The Department may require Officers not required to be in uniform to meet standards of dress while on duty.

Section 5.11. Retirement Payment. Upon the retirement of an Officer in accordance with the Police Pension Fund statute, the Village will pay the Officer fifty percent (50%) of the value of accrued but unused sick leave, computed in on the basis of the Officer's regular straight-time hourly rate as of the date of retirement. In the alternative, the Officer may elect to apply the value of the 50% of accrued but unused sick leave toward the cost of continued health insurance coverage by the Village.

Section 5.12. Take-Home Vehicles. Take-home vehicles will be provided for duty-related purposes to Officers who hold duty assignments as Detective or Canine Officer and who live within a radius of 10 air miles of the Village.

Section 5.13. Travel Per Diem. For required or assigned travel outside the corporate limits of the Village, an Officer will be supplied with a Village vehicle or will be reimbursed for use of his personal vehicle at the currently-applicable IRS rate. Meal allowances for out-of-town travel shall be up to \$12 per day for travel to be completed in the course of one day (defined as eight (8) hours not including travel time to and from the approved activity) and up to \$25 per day for overnight travel, or in accordance with Village policy, whichever is greater.

## **Article VI**

### **Hours of Work and Overtime**

Section 6.1. Regular and Overtime Hours. The regular assigned duty hours for Officers assigned to 12 ¼-hour shifts are an average of 163 and one half (163 ½) duty hours, including roll call periods of fifteen (15) minutes per shift, within a work period of twenty-eight (28) days, as established by the Village. The 163 ½ hour work period shall be accomplished by scheduling Officers to work six (6) 12 ¼ hour shifts and one (1) 8 ¼ hour shift per payroll period in accordance with a rotation determined by the Chief of Police or his designee. The regular assigned du-

ty hours for Officers assigned to 8-hour shifts are an average of forty (40) duty hours per week or 160 hours within a work period of twenty-eight (28) days, as established by the Village.

An Officer who is required to work (other than in the performance of off-duty canine care responsibilities covered in Appendix C to this Agreement) in excess of his regular shift schedule (which includes the roll call period) as established by the Village will receive compensation for such overtime hours at the rate of one and one-half (1 ½) times his regular hourly rate of pay. For overtime and other hourly rate calculations under this Agreement, an Officer's regular hourly rate shall be determined by dividing the Officer's annual salary by 2080.

Paid time off shall count as hours worked for overtime compensation purposes. The Departmental schedule establishing workweeks and work periods for Officers shall be established from time to time by the Department. Meals and breaks during the regular shift schedule shall be provided as authorized by the Shift Commander.

Section 6.2. Court Time. An Officer who is required to appear in court when not otherwise on duty shall receive a minimum of two (2) hours at the Officer's overtime rate of pay or compensatory time off (as provided in Section 6.4), or actual time worked, whichever is greater. The two-hour minimum pay or compensatory time off shall not apply to any work or court appearances during hours contiguous with the Officer's regularly scheduled hours.

Section 6.3. Call-In Pay. An Officer who is called back to work outside his normal hours of work (*i.e.*, hours not contiguous to his assigned shift or on a day not regularly scheduled) shall be paid for all hours worked outside his assigned shift, with a guarantee of two (2) hours' pay at the Officer's overtime rate of pay.

Section 6.4. Meeting Time. An Officer who is required to attend a Departmental meeting outside his normal hours of work shall be compensated with a minimum of two (2) hours at the overtime rate of pay or actual time worked, whichever is greater. The two-hour minimum shall not apply to any Departmental meeting during hours contiguous with the Officer's regularly scheduled hours.

Section 6.5. Compensatory Time Off. In lieu of overtime pay under Section 6.1 through Section 6.4 and/or Section 6.8, an Officer may elect to accrue and bank up to eighty (80) hours

of compensatory time off. Except as limited by the terms of this Section 6.5, the option of accruing and banking compensatory time off or receiving overtime pay shall be within the sole discretion of the Officer who is entitled to be compensated for overtime work. Compensatory time off shall accrue at the rate of one and one-half hours for each hour of overtime worked, up to the eighty (80) hour limit on accrual set forth above. Once the eighty (80) hour limit on compensatory time off has been reached, all overtime worked in excess of that limit shall be compensated by overtime pay.

An Officer desiring to schedule compensatory time off shall submit a written request form on a form supplied by the Department at least forty-eight (48) hours prior to the beginning of the shift that he proposes to take off, provided that the Chief of Police or his designee can waive this advance notice requirement on a case-by-case basis. Compensatory time off may be denied if the foreseeable effect as of the time that it is requested would be to create an overtime situation. Compensatory time off may not be scheduled in advance to be taken on holidays listed in Section 5.8; however, the Police Chief or his designee may approve a request for compensatory time off on a holiday once the shift on that holiday has begun if, in the sole discretion of Police Department management, it is determined that the Officer can use compensatory time off that shift without adversely affecting staffing levels.

A request for compensatory time off shall not be arbitrarily denied. However, compensatory time off must be taken in increments of at least one (1) hour each, and compensatory time off will not be granted in the middle of a shift (*i.e.*, compensatory time off will not be granted for the purpose of enabling an Officer to leave and come back to work during the same shift).

Requests for compensatory time off shall be considered on a first-come, first-served basis, except that requests for compensatory time off on a holiday shall be considered in seniority order.

Section 6.6. No Pyramiding. Compensation shall not be paid more than once for the same hours worked under any provision of this Agreement.

Section 6.7. Shift Preferences. Officers may submit shift assignment preferences for the following year by submitting such preferences in writing to the Chief of Police or his designee be-

fore September 1st of the year preceding the year in which such assignments are to be effective, and the Chief of Police or his designee shall have on or before November 15th to post the shift assignments for the upcoming calendar year. In making shift assignments, the Chief of Police or his designee shall consider all such requests, and shall give consideration to the seniority of the Officers making requests for the same shift. The Chief of Police or his designee shall retain the right to make final decisions on shift assignments, provided that shift assignments shall not be made for arbitrary, capricious, or discriminatory reasons.

Once shift assignments are made for any given year, the Chief of Police or his designee shall have the right to transfer Officers to shifts other than the shifts to which they were initially assigned for reasons having to do with the operational needs of the Department, such as the need for qualified Officers to fill permanent assignments, seniority imbalances among shifts, and the need for closer supervision of Officers with performance problems. Except in emergency circumstances or unless notice is waived by the Officer, an Officer shall be given at least ten (10) business days' notice before being transferred, and shall not be transferred for arbitrary, capricious, or discriminatory reasons.

Section 6.8. Overtime Opportunities and Special Details. When the Police Department receives advance notice of more than thirty-six (36) hours regarding the absence of a MAP Chapter #444 employee that creates an overtime situation, the first opportunity to fill the overtime opportunity will go to members of MAP #444.

- a. Shift Coverage. The shift supervisor, that receives notice of the absence will, in a timely manner, determine if filling that overtime is necessary. If the supervisor determines that overtime is necessary, the supervisor will publish and post an overtime sign-up sheet that indicates the overtime is available. The overtime sheet will also indicate the type of work that is available including any special requirements to complete the task, if any. When the department receives advance notice of the absence, the overtime sign-up sheet will be posted as soon as possible thereby affording interested employees the chance to volunteer for the work first before it is offered to other employees outside of MAP Chapter #444.

In this circumstance, the first group that can claim the work opportunity will be a member of MAP Chapter #444 on a seniority basis to those Chapter #444 members who sign up during the first 96 hours of the posting of the overtime signup sheet. Those employees who sign up after the first 96 hours will be considered on a first come, first serve basis within the same MAP Chapter #444 employee group regardless of seniority. In the event that 96 hours notice or more does not exist, any time over 36 hours of the start of the overtime opportunity shall be claimed in order of seniority.

If the work opportunity is not filled or if the overtime situation arises as a result of a MAP Chapter #444 member absence inside of 36 hours of the start of the work shift, the supervisor in charge at that time will make one attempt to telephone sworn officers of Chapter #444 in highest seniority descending until the overtime is claimed. If the work opportunity is not filled, the supervisor in charge will make one attempt to telephone sworn officers starting with the next highest rank structure (i.e. Supervisor, Part-time Officer, and then civilian if appropriate) in highest seniority descending until the overtime position is claimed or filled.

- b. Special Details. When the Police Department receives notice of more than 36 hours in advance of a special detail, the shift supervisor will post or cause to be posted a special detail / overtime sign-up sheet as soon as possible after receiving such notice that indicates the date, time, location and type of work available including any special requirements to complete the task if any including the employee group (Supervisor, Patrol Officer, or Civilian) that the detail is open to if a restriction exists.

After posting of the notice, first consideration to fill the work opportunity shall be given on a seniority basis to those in the appropriate employee group (Supervisor, Patrol Officer, and Civilian) who sign up within 96 hours of the posting of the special detail. In the event that 96 hours notice or more does not exist, any time over 36 hours of the start of the detail shall be claimed in order of seniority. Those employees who sign up after the first 96 hours will be considered on a first come, first serve basis regardless of seniority.

If a special detail arises inside of 36 hours, the supervisor in charge at that time will make one attempt to telephone full-time sworn police officers regardless of rank at the highest seniority descending until the overtime is claimed. If the special detail remains unclaimed after one attempt, the supervisor may telephone part-time officers to fill the position.

Section 6.9. Switching Days. Two Officers may be permitted to switch working days within a single pay period, provided that (a) each Officer involved in the switch will be paid in accordance with his original shift assignment; (b) no additional overtime will be created by virtue of a switch; and (c) the switch must be approved by the supervisors of both of the Officers involved in the switch.

In order to secure approval for the switch, the Officers involved must submit a memorandum to each Officer's supervisor. The supervisor may deny the switch request, but will not do so for arbitrary, capricious, or discriminatory reasons.

If an Officer is unable to work the first shift involved in the switch, the switch shall be considered to be cancelled. If an Officer is unable to work the second (payback) shift involved in the switch, it will be that Officer's responsibility to find a replacement. If the Officer cannot do so, and the Village is obligated to pay call-in pay for a replacement Officer, the failure to fulfill the switch shall be grounds for denying future switches involving either or both of the Officers involved in the failed switch.

## **Article VII**

### **Seniority, Layoff and Recall**

Section 7.1. Seniority. For purposes of this Agreement, seniority for non-probationary employees shall consist of continuous service with the Village as sworn officers in the Police Department. Seniority shall date from original date of hire once the probationary period has been served and shall not be affected by periods of absence that qualify as "creditable service" within the meaning of 40 LLCS 5/3-110.

Section 7.2. Probationary Period. All new employees and those hired or re-hired after loss of seniority shall be considered probationary employees. The probationary period shall be a

minimum of twelve (12) months plus the time required to complete the Basic Police Officer Training Academy. During an employee's probationary period, the employee may be suspended, laid off or terminated at the sole discretion of the Village. No grievance shall be presented or entertained in connection with the suspension, layoff, or termination of a probationary employee.

There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority, which shall then be retroactive to his last date of hire with the Village in a position covered by this Agreement.

Section 7.3. Layoff. The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, Officers covered by this Agreement will be laid off in accordance with applicable Illinois statutory procedure.

Section 7.4. Recall. Officers who are laid off shall be placed on a recall list for a period of eighteen (18) months. If there is a recall, Officers who are still on the recall list shall be recalled in the inverse order of their layoff, provided that they are fully qualified to perform the work to which they are recalled. The term "fully qualified" includes passing any physical fitness testing and any medical examination required of newly hired Officers.

Officers who are eligible for recall shall be given fourteen (14) calendar days' notice of recall and notice of recall shall be sent to the Officer by certified or registered mail, return receipt requested, with a copy to the Union. The Officer must notify the Chief of Police or his designee of his intention to return to work within three (3) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the Officer to provide the Chief of Police or his designee with his latest mailing address. If an Officer fails to respond timely to a recall notice, his name shall be removed from the recall list.

Section 7.5. Termination of Seniority. Seniority and the employment relationship shall be subject to termination for all purposes if an Officer:

- a. Resigns;
- b. Quits;

- c. Is discharged for cause (or, in the case of probationary employees, with or without cause);
- d. Retires (or is retired should the Village adopt and implement a legal mandatory retirement age);
- e. Falsifies the reason for a leave of absence, or is found to be working during a leave of absence without the written approval of the Police Chief;
- f. Fails to report to work at the conclusion of an authorized leave of absence or vacation;
- g. Is laid off and fails to report to work on the established date for the employee's return to work;
- h. Does not perform work for the Village for a period in excess of twelve (12) months; provided, however, that this provision shall not be applicable to absences due to service in the military of the United States, work-related injury compensable under applicable workers' compensation law, disability pension, or a layoff with respect to which the employee has recall rights;
- i. Is absent for two (2) or more consecutive working days without notifying the Department of the absence and the reason therefor.

The conduct described in subsections c. and e. through i., above, shall be subject to the jurisdiction of the Round Lake Board of Fire and Police Commissioners.

Section 7.6. Maintenance of Seniority List. A current and up-to-date seniority list showing the names and length of service of each Police Officer shall be maintained for inspection by members and shall be updated on a semi-annual basis.

## **Article VIII**

### **Non-Discrimination**

The provisions of this Agreement and Departmental rules shall be applied equally to all Officers in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, or Union membership. The Union shall share equally with the Village the responsibility for applying this Section of the Agreement.

The Village and the Union agree not to interfere with the rights of Officers to become members or not to become members of the Union and there shall be no discrimination, interference, restraint, or coercion by the Village against any Officer because of Union membership or non-membership, or because of any lawful and appropriate activity of an Officer in a Chapter Officer capacity on behalf of the Union.

## **Article IX**

### **Rules and Regulations**

The Village shall have the right to promulgate rules and regulations. When existing rules are changed or new rules are established, they shall be issued to all Officers and posted electronically. Rules and regulations will not be enforced in an arbitrary or capricious manner. New Officers shall be provided with a copy of the rules at the time of hire, and shall sign an acknowledgment of receipt of same.

## **Article X**

### **Grievance Procedure**

Section 10.1. Definition. A grievance is defined as a difference of opinion between an Officer and the Village with respect to the meaning or application of the express terms of this Agreement excluding, however, discipline cases and other matters subject to the Round Lake Board of Fire and Police Commissioners.

Section 10.2. Settlement Procedure. The following procedure will be followed to settle grievances:

- Step 1: An Officer with a grievance should first attempt to resolve it informally with his Shift Commander or other immediate supervisor as soon as practicable after the incident giving rise to the grievance occurs, and the supervisor should respond to the Officer as soon as practicable after the matter is brought to him. Neither the grievance nor the response is required to be put in writing at this step, although the supervisor should make a note of the date and time that the grievance was discussed and/or resolution attempted.
- Step 2: If the grievance is not settled in Step 1, the Officer must, within ten (10) working days of the occurrence of the event giving rise to the grievance, file a written grievance with the Deputy Chief of Police. The Deputy Chief of Police shall have five (5) working days in which to file a written response to the Officer.
- Step 3: If the grievance is not settled in Step 2, the Officer may, within five (5) working days from receipt of the answer in Step 2, appeal in writing to the Chief of Police. Within ten (10) working days, at a time and place designated by the Chief of Police, a meeting will be held between the Officer (and, if he so desires, a Chapter Officer) and the Chief of Police, the Officer's immediate supervisor, and any other appropriate members of the

Police Department. A report of the findings will be given by the Chief of Police to the Officer within ten (10) working days of such meeting.

- Step 4: If the grievance is not settled in Step 3, the Officer may, within five (5) working days of receipt of the Step 3 answer, file an appeal to the Mayor. The Mayor shall render an answer in writing within ten (10) working days of such appeal. Copies of such answer will be sent to the Officer and the Union.
- Step 5: If the grievance remains unsettled, either party may request arbitration consistent with the provisions of this Agreement.

Section 10.3. Time Limits. Grievances shall be raised and settlements attempted promptly. Accordingly, in order to be considered, a grievance must be filed in writing not later than ten (10) working days after the occurrence of the event giving rise to the grievance. If not filed within the applicable time limit, the grievance shall be deemed to have been "waived" and shall not be processed further. Similarly, if a grievance is not appealed to any step of the grievance procedure or to arbitration within the time limits set forth herein, it shall be considered to have been settled on the basis of the Village's last answer. If the Village does not answer a grievance at any step of the grievance procedure within the time limits specified, the employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step of the grievance procedure. Any of the time limits referred to in this Section may be extended by mutual agreement in writing.

Section 10.4. Selection of the Arbitrator. If the Union elects to appeal a grievance to arbitration it must do so within thirty (30) calendar days of when the Step 4 answer was due. The parties shall first attempt to agree upon an arbitrator to hear and decide the grievance. If the parties are unable to agree on an arbitrator within ten (10) working days of the appeal to arbitration, either party shall request the Federal Mediation and Conciliation Service ("FMCS") to submit a panel of arbitrators, each of whom shall have a business office in Illinois and be a member of the National Academy of Arbitrators. The arbitrator shall be selected by a striking procedure, with the party appealing the grievance to arbitration having the first strike. Each party retains the right to reject one panel in its entirety and to request a new panel.

Section 10.5. Hearing Procedure. Arbitration hearings shall be held at Village Hall or the Police Department unless the parties mutually agree in writing to a different site. No more than

one grievance shall be submitted for determination by the arbitrator except by written agreement to the contrary; provided, that if more than one grievance arose out of the same factual situation the grievances may be presented to the arbitrator at the same hearing. At the arbitration hearing, each side shall be afforded the opportunity to be represented by representatives of its own choosing, to state a position and to present witnesses on its behalf. Joint expenses of arbitration (including the fees and expenses of the arbitrator and the cost, if any, of the hearing room) shall be divided equally between the Village and the Union. Each party, however, shall be responsible for compensation of its own representatives and witnesses, including, in the case of the Union, employee witnesses and/or non-witnesses subpoenaed or requested to be at the hearing by the Union who are excused from work by the Village to attend the hearing.

Section 10.6. Authority of the Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him by the parties at the hearing and shall have no authority to make a decision on any issue not so submitted to him. The arbitrator shall be without power to make decisions on grievances over Management Rights reflected in Article I or a decision contrary to or inconsistent with applicable federal or state law, or applicable rules and regulations of government agencies having the force and effect of law. Improperly filed grievances and matters which do not meet the definition of a grievance are not subject to arbitration. The decision shall be based solely on the arbitrator's interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented, consistent with applicable law. Any arbitration decision shall be issued within thirty (30) calendar days of the hearing or filing of briefs.

Section 10.7. "Working Days" Defined. As used in this Article, the term "working days" shall mean Monday through Friday, excluding Saturdays, Sundays, and holidays.

## **Article XI**

### **Conduct of Police Officers**

Officers of the Police Department, as members of the public service, must conduct themselves in a manner so as to bring credit to the Police Service. All Officers shall abide by the rules and regulations of the Village of Round Lake Board of Fire and Police Commissioners, if

applicable, rules and regulations of the Village of Round Lake Police Department, and the laws of the State of Illinois and the United States of America.

## **Article XII**

### **Labor-Management Meetings**

Section 12.1. Meeting Request. The Union and the Village agree that, in the interest of efficient management and harmonious employee relations, labor-management meetings may be held on a monthly or as-needed basis, on such dates and at such times as may be mutually agreed, between Union representatives and the Chief of Police. Such meetings may be regularly scheduled or requested by either party at least seven (7) days in advance by submitting a written request to the other party for a labor-management shall be limited to:

- (a) issues of mutual concern to the Union and the Police Department;
- (b) safety issues;
- (c) notifying the Union of changes in scheduling, equipment, or procedure.

Section 12.2. Content. It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at labor-management meetings nor shall negotiations for the purpose of altering any of the terms of this Agreement be conducted at such meetings.

Section 12.3. Attendance. Attendance at labor-management meetings shall be voluntary on the part of Officer-members. Attendance during such meetings shall not be considered time worked for compensation purposes, unless a meeting is scheduled at the request or consent of the Village during the regularly scheduled duty hours of an Officer, and provided that no overtime liability shall be incurred as a result of such attendance. Officers attending during their regularly scheduled duty hours shall remain available for emergency response if required. Normally, no more than three (3) persons each from the Village and the Union shall attend these meetings, schedules permitting.

## **Article XIII**

### **Wages and Compensation for Specialty Assignments**

Section 13.1. Wage Schedule. The wage schedule for Officers, showing annual and hourly wage rates to be paid to Officers for the duration of this Agreement, is set forth in Appendix A to this Agreement.

Section 13.2. Specialty Assignments. Effective with the ratification of this Agreement by both parties, additional compensation for specialty assignments shall be provided as follows:

OIC (Officer-in-Charge): An Officer who is assigned as an Officer-in-Charge (OIC) shall receive one (1) hour of straight-time pay for each twelve (12)-hours accumulated when the officer functions as an OIC. The minimum accruable time segments shall be four (4) hours or greater and can only be accumulated in a twenty-eight (28) day period starting March 26, 2012 repeating every twenty-eight (28) days thereafter.

DARE Officer: An Officer who is assigned as DARE Officer shall receive one (1) hour of straight-time pay or compensatory time off for each class week.

FTO (Field Training Officer): An Officer who is assigned as Field Training Officer shall receive two (2) hours of straight-time pay or compensatory time off for each shift in which he functions as FTO.

Canine Officer: An Officer who is assigned as Canine Officer shall be compensated for such special duty as provided in the Hours of Work Agreement attached as Appendix B.

## **Article XIV** **Drug-Free Workplace**

The Village's Drug-Free Workplace Policy shall apply to Officers covered by this Agreement.

## **Article XV** **Union Representatives**

Upon giving notice to and receiving permission from his supervisor, which permission shall not unreasonably be withheld, a Chapter Officer shall be excused from his regular duties for a reasonable period of time, without loss of pay, for the purpose of representing Officers in the

handling and processing of grievances or as otherwise provided by the Uniform Peace Officers' Disciplinary Act and/or the Illinois Public Labor Relations Act. It is understood by the parties that such activities are subordinate to the staffing needs of the Department and the requirements of police service to the citizens of Round Lake.

## **Article XVI**

### **General Provisions**

Section 16.1. Bulletin Boards. The Village shall provide the Chapter with designated space on available bulletin boards, upon which the Chapter may post its official notices of a nonpolitical, non-inflammatory nature. The Union will limit the posting of Union notices to said bulletin board.

Section 16.2. Personnel Files. The Village agrees to abide by the lawful requirements of the Illinois Personnel Record Review Act, 820 ILCS 40/0.01 *et seq.*

Section 16.3. Investigation of Officers. The Village agrees to abide by the lawful requirements of the Illinois Compiled Statutes as they relate to the investigation of police officers, including but not limited to the Uniform Peace Officers' Disciplinary Act, 50 ILCS 725/1, *et seq.* If not on duty, an Officer who is the subject of an investigation shall be compensated for time spent during an interrogational interview at the applicable straight-time or overtime rate of pay.

## **Article XVII**

### **Termination and Legality Clauses**

If any provision of this Agreement is subsequently declared by legislative, executive, or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

This Agreement constitutes the entire agreement between the parties and concludes collective bargaining on any subject covered by this Agreement for the term of the Agreement.

## **Article XVIII**

### **Term**

This Agreement shall be effective on ratification of the Agreement by both parties and will remain in effect until April 30, 2014.

This Agreement shall automatically be renewed from and after April 30, 2014 for successive terms of one year each unless either party shall notify the other in writing not less than sixty (60) days prior to April 30, 2014 or any successive end of term date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin not later than thirty (30) days prior to the end of the term date. This Agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this Agreement is given by either party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement on April 30, 2014, or any subsequent April 30, written notice must be given to the other party not less than sixty (60) days prior to its termination date. Otherwise, the Agreement shall automatically renew from year to year; provided, however, that if negotiations on modification have commenced as provided for in the preceding paragraph, either party may terminate this Agreement upon written notice on the later date of the following two dates: sixty days following said written notice or sixty days following the anniversary date provided for in the Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands this 2nd

day of April 2012.

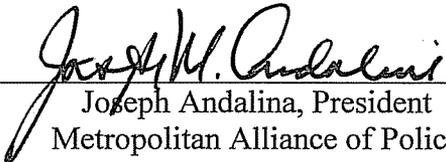
**For the Village**

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Village Clerk

  
\_\_\_\_\_  
Chief of Police

**For the Union**

  
\_\_\_\_\_  
Joseph Andalina, President  
Metropolitan Alliance of Police

  
\_\_\_\_\_  
Representative

\_\_\_\_\_  
Representative

## Appendix A Wage Schedule

<b>Current Wage Schedule</b>						
<b>Annual Pay Steps Effective May 1, 2010</b>						
<b>Entry Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>	<b>Step G</b>
\$47,328	\$50,566	\$53,806	\$57,045	\$60,283	\$63,522	\$66,760
<b>Effective May 1, 2011</b>						
<b>Entry Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>	<b>Step G</b>
\$48,275	\$51,577	\$54,882	\$58,186	\$61,489	\$64,792	\$68,095
<b>Effective May 1, 2012</b>						
<b>Entry Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>	<b>Step G</b>
\$49,240	\$52,609	\$55,980	\$59,350	\$62,718	\$66,088	\$69,457
<b>Effective May 1, 2013</b>						
<b>Entry Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>	<b>Step G</b>
\$50,225	\$53,661	\$57,099	\$60,537	\$63,973	\$67,410	\$70,846

## **Appendix B Hours of Work Agreement**

This Hours of Work Agreement is entered into by and among the Village of Round Lake, Illinois, a municipal corporation (“the Village”), and the Metropolitan Alliance of Police Chapter #444, an employee organization serving as the exclusive representative for collective bargaining of police officers employed by the Village (“MAP”).

WHEREAS, a police officer may be assigned to duties as a canine officer for the Village of Round Lake Police Department (“Department”); and

WHEREAS, all parties hereto recognize that, while the Department will provide on-duty time for the care of the police dog for which a police officer has responsibility, there are canine care responsibilities which cannot be met during regular working hours alone; and

WHEREAS, the parties hereto are desirous of setting forth their agreement as to the amount of additional compensation that will be provided to a police officer for work performed in carrying out his canine care responsibilities outside of regular working hours; and

WHEREAS, the time required to perform canine care responsibilities outside of regular working hours is difficult to record accurately and varies from day to day and week to week; and

WHEREAS, the time required to perform canine care responsibilities outside of regular working hours nevertheless is susceptible to reasonable estimates when such time is averaged over a pay period or FLSA work period; and

WHEREAS, the parties have reached agreement on a reasonable estimate of the time required to perform canine care responsibilities outside of regular working hours;

NOW, THEREFORE, IT IS AGREED:

1. The police officer assigned duties as canine officer shall be given released time of one (1) hour per duty day, operational conditions permitting, during his regular shift to perform canine care responsibilities. If operational conditions require that released time given to the police officer for canine care responsibilities be reduced below one-quarter hour, the police officer shall

be compensated for the performance of such responsibilities on duty days as provided in paragraph 2, below.

2. For non-duty days, including days off, vacation days, and other paid time off, and for duty days when operational conditions do not permit allowance of at least one-quarter hour of released time as provided in paragraph 1, above, the police officer shall be compensated for the time required to perform canine care responsibilities in accordance with the following provisions of this Agreement.

3. The average time required by the police officer to perform canine care responsibilities outside of regular working hours that cannot be performed during regular duty hours is estimated to be .25 hours per day, or 1.75 hours per 14-day pay period for seven (7) non-duty days per pay period. The time estimate set forth in this paragraph is subject to change, by written agreement of all parties signatory hereto, only if there is a significant change in canine care responsibilities or if the conditions under which canine care responsibilities are performed are changed by the Village to such an extent that the time estimate is no longer reasonable.

4. The designated canine officer shall be compensated an additional 1.75 hours per pay period at the officer's normal hourly pay rate for the performance of canine care responsibilities outside of regular working hours, so long as the police officer continues to perform such responsibilities.

5. The time required for canine care responsibilities is subject to compensation at straight-time, rather than overtime, rates. However, the estimated time specified in this Agreement for the performance of canine care responsibilities outside of regular working hours shall be counted as compensable time for the purpose of determining eligibility for compensation at overtime rates for hours worked in excess of 171 in a 28-day FLSA period.

7. Nothing in this Agreement shall be construed as restricting or interfering with the Department's right to assign dog handling, and therefore canine care, responsibilities to officers or its right to change, suspend, or discontinue the dog handling program, as well as the number and identities of the dogs employed in the program, as the Department may determine in accordance with service and operational requirements.

8. This Agreement is entered into with the intent of insuring compliance with all applicable Federal and State wage and hour and collective bargaining laws dealing or relating to the subject matter of this Agreement.

Entered into this 2nd day of April, 2012.

**For the Village**

By: Michael J. Hillman  
Its authorized representative

APRIL 05, 2012  
Dated

**For the Union**

By: Joseph M. Andalina  
Joseph Andalina, President  
Metropolitan Alliance of Police

APRIL 30th, 2012  
Dated

This copy of your contract  
was provided by the  
Metropolitan Alliance of Police.  
Any comments or suggestions,  
please contact us.

***Joseph M. Andalina***  
***President***