

# **Agreement**

between

**Village of Round Lake**

and

**Metropolitan Alliance  
of Police, Chapter #459**

**Police Supervisors  
2011-14**

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# **Agreement**

between

## **Village of Round Lake**

and

## **Metropolitan Alliance of Police Chapter #459**

**2011-14**

### **Preamble**

This agreement is entered into by and between the Village of Round Lake ("Village") and the Metropolitan Alliance of Police, Chapter # 459 ("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 lieutenant and sergeant.

### **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 evalu-

ate 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-06-099, dated December 27, 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 ("Department") with the ranks of Lieutenant and Sergeant ("Police Supervisor") 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 Police Supervisors covered by this Agreement, whether or not they are members of the Union.

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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 #459.

Section 2.4. Gender. All references to Police Supervisors 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 Police Supervisors.

## **Article III**

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

Section 3.1. Dues Deductions. Upon receipt of proper written authorization from an employee, the Village shall deduct each month's Chapter dues in the amount certified by the Treasurer of the Chapter from the pay of all Police Supervisors 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 Supervisors 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 of 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 Police Supervisors 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 Police Supervisors 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 Police Supervisor 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 Police Supervisor 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 a Police Supervisor contracting or incurring any illness, injury, or other disability (other than on-the-job disability) which renders such Police Supervisor unable to perform the duties of his employment or other work offered to the Police Supervisor by the Chief or his designee. Sick leave may also be used in the event of critical illness of a Police Supervisor's father, mother, spouse, or child or the required attendance of the Police Supervisor because of illness or injury affecting such persons; provided that proof of critical illness and/or the required attendance of the Police Supervisor 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 Police Supervisor'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 a Police Supervisor'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 Police Supervisor.

Beginning the first full month of the contract period, Police Supervisors shall accumulate sick leave at the rate of one day (8 hours) per month. Police Supervisors 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.

A Police Supervisor 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 Police Supervisor 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 Police Supervisors. The Village will require a Police Supervisor to provide medical certification of the illness, injury, or other disability in order to validate use of sick leave in the event of an absence due to illness or injury lasting more than three (3) days, and may require medical certification for absences of less than three (3) days, provided that advance notice is given to the Police Supervisor that medical certification will be required on the next and/or subsequent occasions of sick leave use. In addition, the Village will require a Police Supervisor to provide medical certification of fitness to return to duty before allowing the Police Supervisor 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 Police Supervisor 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 Police Supervisor to return to work fit for duty.

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

Section 5.2. Vacation. A Police Supervisor shall be entitled to annual 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 the Police Supervisor’s length of service as of the anniversary date of his hire as a full-time police officer; “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 a Police Supervisor’s vacation period. 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 one week 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 Police Supervisors 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 Police Supervisor’s immedi-

ate 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 Police Supervisor to provide proof of the death and the Police Supervisor's attendance at the funeral as a condition of eligibility for the funeral leave benefit. Police Supervisors 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"), including those set forth in the Policy Manual, as currently in effect or hereinafter amended. 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. Police Supervisors 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 Police Supervisor 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 Police Supervisor, 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 Police Supervisor 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, a Police Supervisor 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 Police Supervisor is on sick leave, approval by the Department for the use of which may require verification by production of a doctor's note.

A Police Supervisor 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 a Police Supervisor'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 a Police Supervisor'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. Police Supervisors shall be covered by the Village's health, hospitalization, eye care, dental care, and life insurance program for Police Supervisors on the same terms and conditions as are afforded all other Village employees, except that the Police Supervisors' 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, eye care, dental care, and life insurance program. A Police Supervisor 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, or the percentage of monthly contribution for dependent coverage afforded to other Village employees generally, whichever is less.

Section 5.10. Uniforms. Upon hire, re-hire, or promotion to a Police Supervisor position, a Police Supervisor will be provided with an initial issue of uniforms and equipment in accordance with standards and procedures then in effect. Annual replacement or supplemental items of uniform and equipment (including service-related plain clothes items for detectives) shall be made available to the Police Supervisor, up to a maximum value of \$600 per year, by means of the Department's uniform and service-related clothing purchase procedure. Body armor provided to Police Supervisors shall be replaced every five (5) years or at the recommendation of the manufacturer, whichever is earlier.

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

Section 5.11. Retirement Payment. Upon the retirement of a Police Supervisor in accordance with the Police Pension Fund statute, the Village will pay the Police Supervisor fifty percent (50%) of the value of accrued but unused sick leave, computed in on the basis of the Police Supervisor's regular straight-time hourly rate as of the date of retirement. In the alternative, the Police Supervisor 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 Police Supervisors who hold duty assignments as Detective 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, a Police Supervisor 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.

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## **Article VI**

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

Section 6.1. Regular and Overtime Hours. The regular assigned duty hours for Police Supervisors 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 Police Supervisors 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 duty hours for Police Supervisors 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.

A Police Supervisor who is required to work 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 hourly rate calculations under this Agreement, a Police Supervisor's regular hourly rate shall be determined by dividing the Police Supervisor'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 Police Supervisors 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. A Police Supervisor who is required to appear in court when not otherwise on duty shall receive a minimum of two (2) hours at the applicable rate of pay (straight time or overtime) or compensatory time off (as provided in Section 6.5), 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 Police Supervisor's regularly scheduled hours.

Section 6.3. Call-In Pay. A Police Supervisor 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 Police Supervisor's overtime rate of pay.

Section 6.4. Meeting Time. A Police Supervisor 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 Police Supervisor's regularly scheduled hours.

Section 6.5. Compensatory Time Off. In lieu of overtime pay under Section 6.1 through 6.4 and/or 6.8, a Police Supervisor may elect to accrue and bank up to one hundred (100) 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 Police Supervisor 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 one hundred (100) hour limit on accrual set forth above. Once the one hundred (100) hour limit on compensatory time off has been reached, all overtime worked in excess of that limit shall be compensated by overtime pay.

A Police Supervisor 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 Police Supervisor can use compensatory time off that shift without adversely affecting staffing levels.

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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 a Police Supervisor 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. Police Supervisors may submit shift assignment preferences for the following year by submitting such preferences in writing to the Chief of Police or his designee before 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 relative seniority of the Police Supervisors 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 Police Supervisors 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 Police Supervisors to fill permanent assignments, seniority imbalances among shifts, and the need for closer supervision of Police Supervisors with performance problems. In addition, the Chief of Police will consider formal transfer requests made by Police Supervisors at any time during the year, and may grant such requests in compelling or mutually agreed-upon circumstances. Except in emergency circumstances or unless notice is waived by the Police Supervisor, a Police Supervisor 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 36 hours regarding the absence of a MAP Chapter #459 employee that creates an overtime situation, the first opportunity to fill the overtime position will go to members of MAP Chapter #459.

- a. Shift Coverage. The shift supervisor that receives notice of the absence will, in a timely manner, determine if filling the position by overtime is necessary. If the supervisor determines that overtime is necessary, the supervisor will publish and post an overtime sign-up sheet that indicates that the overtime is available.

The overtime sign-up sheet will include the date, time, and duration of the work. The

overtime sign-up 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 advanced 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 #459.

In this circumstance, the first group that can claim the work opportunity will be a member of MAP Chapter #459 on a seniority basis to those chapter 459 members who sign up during the first 96 hours of the posting of the overtime sign-up sheet. Those employees who sign up after the first 96 hours may claim the work on a first come, first serve basis still within the same MAP Chapter #459 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.

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If the work opportunity is not filled or if the overtime situation arises as a result of a MAP Chapter #459 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 supervisors of chapter 459 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 of the next rank structure (i.e. Patrol Officer, 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 (Super-

visor, 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. Police Supervisors may be permitted to switch working days, provided that (a) each Police Supervisor 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 immediate supervisors of both of the Police Supervisors involved in the switch.

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

If a Police Supervisor is unable to work the first shift involved in the switch, the switch shall be considered to be cancelled. If a Police Supervisor is unable to work the second (payback) shift involved in the switch, it will be that Police Supervisor's responsibility to find a replacement. If the Police Supervisor cannot do so, and the Village is obligated to pay call-in pay, overtime pay,

or OIC pay to a replacement Police Supervisor or Police Officer, the failure to fulfill the switch shall be grounds for denying future switches involving either or both of the Police Supervisor(s) involved in the failed switch.

Section 6.10. Supervisory/Command Staff Meetings. Police Supervisors required to attend supervisory/command staff meetings during off-duty hours shall be entitled to five (5) working days' notice absent an emergency.

## **Article VII**

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

Section 7.1. Seniority and Continuous Service. For purposes of this Agreement, "continuous service" for a Police Supervisor shall consist of continuous full-time employment with the Village since his date of hire as a full-time police officer. Seniority for a Police Supervisor shall consist of continuous employment with the Village as a Police Supervisor (Lieutenant or Sergeant) and shall date from original date of promotion to a Police Supervisor position. Neither continuous service nor seniority shall not be affected by periods of absence that qualify as creditable service within the meaning of 40 ILCS 5/3-110.

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Section 7.2. Layoff. Subject to the limitations in the following paragraph, the Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, Police Supervisors covered by this Agreement will be laid off in accordance with applicable Illinois statutory procedure.

Section 7.3. Recall. Police Supervisors who are laid off shall be placed on a recall list for a period of eighteen (18) months. If there is a recall, Police Supervisors 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 Police Officers and/or newly promoted Police Supervisors.

Police Supervisors who are eligible for recall shall be given fourteen (14) calendar days notice of recall and notice of recall shall be sent to the Police Supervisor by certified or registered

mail, return receipt requested, with a copy to the Union. The Police Supervisor 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 Police Supervisor to provide the Chief of Police or his designee with his latest mailing address. If a Police Supervisor fails to respond timely to a recall notice, his name shall be removed from the recall list.

Section 7.4. Termination of Seniority. Continuous service, seniority, and the employment relationship shall be subject to termination for all purposes if a Police Supervisor:

- a. Resigns;
- b. Quits;
- c. Is discharged for 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 thereof.

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 7.5. Maintenance of Seniority List. A current and up-to-date seniority list showing the names and length of service of each Police Supervisor 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 Police Supervisors 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 Police Supervisors 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 Police Supervisor because of Union membership or non-membership, or because of any lawful and appropriate activity of a Police Supervisor 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 Police Supervisors and posted electronically. Rules and regulations will not be enforced in an arbitrary or capricious manner. New Police Supervisors shall be provided with a copy of the rules at the time of hire or promotion, 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 a Police Supervisor 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: A Police Supervisor with a grievance should first attempt to resolve it informally with his immediate supervisor as soon as practicable after the incident giving rise to the grievance occurs, and the supervisor should respond to the Police Supervisor 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 Police Supervisor 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 Police Supervisor 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 Police Supervisor (and, if he so desires, a Chapter Officer) and the Chief of Police, the Police Supervisor'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 Police Supervisor within ten (10) working days of such meeting.

Step 4: If the grievance is not settled in Step 3, the Police Supervisor may, within five (5) working days of receipt of Step 2 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 Police Supervisor 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 Un-

ion 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 or she 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 1 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 Supervisors**

Section 11.1. General Conduct. Police Supervisors, as members of the public service, must conduct themselves in a manner so as to bring credit to the Police Service. All Police Supervisors 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.

Section 11.2. Supervisory Responsibilities. The Police Supervisors agree that they will carry out their supervisory responsibilities in the interests of the citizens and government of the Village of Round Lake and its Police Department without regard to the union affiliation or status of the employees they supervise.

## **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 Police Supervisor-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 a Police Supervisor, and provided that no overtime liability shall be incurred as a result of such attendance. Police Supervisors 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**

Section 13.1. Wage Schedules. Wage schedules for Police Supervisors, showing annual salaries to be paid to Police Supervisors for the duration of this Agreement, are 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:

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

FTO Officer: A Police Supervisor 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.

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

The Village's Drug-Free Workplace Policy, as set forth in the Policy Manual, shall apply to Police Supervisors 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 Police Supervisors 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, a Police Supervisor who is the subject of an investigation shall be compensated for time spent during an interrogation/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.

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## **Article XVIII**

### **Term**

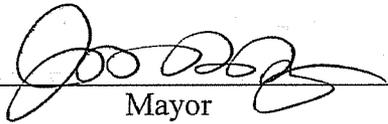
After ratification of the Agreement by both parties, and except as otherwise provided in Article 18, the Agreement shall take effect on May 1, 2011 and will remain in effect until April 30, 2014.

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.

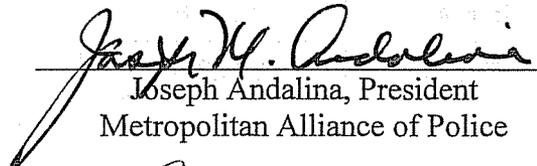
**For the Village**

  
\_\_\_\_\_  
Mayor

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

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

**For the Union**

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

  
\_\_\_\_\_  
Representative

\_\_\_\_\_  
Representative

## Appendix A Wage Schedules

### Schedule A-1 Sergeants

2011-2014 Wage Schedule Annual Pay Steps Effective May 1, 2011				
Current Wages				
Step A	Step B	Step C	Step D	Step E
\$70,802	\$72,926	\$75,114	\$78,869	
Effective May 1, 2011				
Step A	Step B	Step C	Step D	Step E
\$72,218	\$74,384	\$76,616	\$78,148	\$79,711
Effective May 1, 2012				
Step A	Step B	Step C	Step D	Step E
\$73,662	\$75,872	\$78,148	\$79,711	\$81,305
Effective May 1, 2013				
Step A	Step B	Step C	Step D	Step E
\$75,136	\$77,389	\$79,711	\$81,305	\$82,931

In this Schedule, Sergeant Marquardt moves to "Step E" effective May 1, 2011, the village will also issue a contribution of 1% of his base salary for 2010/11 (\$788.69) into his 457 account for the payroll period ended April 22, 2012 pay period. Remaining sergeants shall progress through wages steps during the term of this agreement.

**Schedule A-2  
Lieutenants**

2011-2014 Wage Schedule Annual Pay Steps Effective May 1, 2011		
<b>Step A</b>	<b>Step B</b>	<b>Step C</b>
\$78,869	\$81,235	\$83,672
Effective May 1, 2011		
<b>Step A</b>	<b>Step B</b>	<b>Step C</b>
\$80,446	\$82,860	\$85,345
Effective May 1, 2012		
<b>Step A</b>	<b>Step B</b>	<b>Step C</b>
\$82,055	\$84,517	\$87,052
Effective May 1, 2013		
<b>Step A</b>	<b>Step B</b>	<b>Step C</b>
\$83,696	\$86,207	\$88,793

