

NEGOTIATED AGREEMENT
BETWEEN
THE VILLAGE OF ALGONQUIN
AND
THE METROPOLITAN ALLIANCE OF POLICE, CHAPTER 78
ALGONQUIN OFFICERS

Effective 5/1/2013 through 4/30/2017

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PREAMBLE

This Agreement entered into by the Village of Algonquin, Kane and McHenry County, Illinois, hereinafter referred to as the "Employer" and the Metropolitan Alliance of Police Algonquin Chapter, hereinafter referred to as the "Chapter", is intended to promote harmonious and mutually beneficial relations between the Employer and the Chapter. Set forth herein the basic and full agreement between the parties concerning rates of pay, wages and other conditions of employment for full-time Police Officers and probationary Police Officers under the rank of sergeant of the Village of Algonquin, as defined herein below and hereinafter referred to as Officers" or "employees", or when the context requires a singular noun, as "Officer" or "employee".

ARTICLE I

Section 1.1. Recognition:

Pursuant to an election and certification by the Illinois Labor Relations Board under Case No. S-RC-92-61 dated May 19, 1992, and the certification issued thereon to the Chapter by the State of Illinois Labor Relations Board, the Employer recognizes the Chapter as the exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for all sworn full-time officers and probationary officers within the Police Department of the Village of Algonquin, below the rank of sergeant, as certified, as described herein above. None of the provisions of this Agreement shall be construed to require either the Employer or the Chapter to violate any Federal or State Laws. In the event any provisions hereof or hereinafter stated shall conflict with any such law, such provision shall be modified to the extent necessary to conform to said laws.

Section 1.2. Probationary Period:

As established by the Village's Police Commission, the probationary period for Officers is twelve (12) months in duration from the date of completion of state-required basic police training, or twelve (12) months from date of hire for police officers who are state-certified and are not required to attend basic police training. During the probationary period, an officer is subject to discipline, including discharge, without cause and with no recourse to the grievance procedure or any other forum. It is further agreed that, except as modified herein, probationary Officers shall be entitled to all the rights, privileges, benefits and other terms and conditions of employment conferred by this Agreement on sworn full-time Officers.

Section 1.3. Fair Representation:

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

Section 1.4. Gender:

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

Section 1.5. Chapter Officers:

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

ARTICLE II MANAGEMENT RIGHTS

Section 2.1 Management Rights:

Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services and missions of the 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 specialty positions; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to contract out for goods and services; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to evaluate employees; to establish performance standards for employees; to discipline, suspend and discharge non-probationary employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities or introduce new ones; to determine training needs and assign employees to training; to determine work hours (shift hours); to determine internal investigation procedures; to do all things expressly granted and reserved exclusively to the Village under Illinois Compiled Statutes 5 ILCS 315/4 or as modified, to take any and all actions as may be necessary to carry out the mission of the Village and the Police Department in the event of civil emergency as may be declared by the Village President, Village Manager, Police Chief, or their authorized designees, it is the sole discretion of the Village President to determine that civil emergency conditions exist which may include, but not be limited to, riots, civil disorders, tornado conditions, floods or other catastrophes. In the event of such emergency action, the provisions of this Agreement, other than compensation provisions, may be suspended, if necessary, provided that all provisions of the Agreement shall be immediately reinstated once the local disaster or emergency condition ceases to exist; and to carry out the mission of the Village.

**ARTICLE III
LAYOFF**

Section 3.1. Layoff:

The Village in its reasonable discretion shall determine when and whether lay-offs are necessary. If the Village so determines that these conditions exist employees covered by this Agreement will be laid off in accordance with their length of service with the Village as provided in Illinois compiled Statutes 65 ILCS 5/10-2.1-18. If conditions exist wherein the Village is able to foresee the need for a layoff, the village shall provide Officers at least fifteen (15) days advance notice of the effective date of such layoff. While on layoff status, employees do not accrue and are not eligible to receive nor entitled to Village benefits. Time off on layoff status shall not be counted toward years of service.

Section 3.2. Recall:

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

Employees who are eligible for recall shall be given fifteen (15) calendar days' notice of recall. Notice of recall shall be sent to the employee by certified or registered mail, return receipt requested, with a copy to the Chapter. The employee must notify the Police Chief or his designee of his intention to return to work within ten (10) days of the date-stamp set forth on the certified mail receipt. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list.

**ARTICLE IV
NO STRIKE CLAUSE**

Section 4.1. No Strike Clause:

Neither the Chapter nor any officers, agents or employees will instigate, promote, sponsor, engage in or condone any strike, sympathy strike, secondary boycott, slowdown, speed-up, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass resignations, mass absenteeism, or picketing which in any way results in the interruption or disruption of the operations of the Village, regardless of the reason for so doing. Each employee who holds the position of officer or steward of the Chapter occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Chapter agrees to inform its members of their obligations under this Agreement and their obligations not to strike as imposed by the Illinois Public Labor Relations Act and to direct them to return to work.

Section 4.2. No Lockout:

The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Chapter.

Section 4.3. Judicial Restraint:

Nothing contained herein shall preclude the Village or the Chapter from obtaining judicial restraint and damages in the event the other party violates this Article.

Section 4.4. Discipline of Strikers:

Any officer who violates the provisions of Section 4.1 of this Article shall be subject to disciplinary action up to and including discharge, as well as any statutory penalties. Any action taken by the Employer against any officer who participates in any action prohibited by Section 4.1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure. 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.

ARTICLE V

COMPENSATION AND HOURS OF WORK

Section 5.1. Compensation:

Compensation of the Police Officers of the Village of Algonquin shall be paid according to Appendix A attached hereto and by reference incorporated herein. Said compensation and placement at the steps shall be effective May 1, 2013 and any and all retroactive pay shall be distributed to the officers in a lump sum on or before two pay periods after the date of execution of this Agreement. The Village has no obligation to provide retroactive pay as a result of the agreed modification to the normal workweek and workday, to the extent that said modification resulted in the elimination of police officers' obligation to report to work fifteen (15) minutes prior to the start of the scheduled shift.

Section 5.2. Normal Workweek and Workday:

The normal workweek shall average forty (40) hours per week, but in some weeks employees shall work more than forty (40) hours and some weeks less than forty (40) hours. The normal workday shall be eight hours including a thirty (30) minute paid lunch period, subject to emergency work duties.

Section 5.3. Overtime Pay:

Officers covered by this Agreement shall be paid one and one-half times their regular rate of pay for hours worked in excess of the eight hours scheduled for the regular shift and for any days that the officer works in excess of the dates scheduled for the regular shift.

Section 5.4. Overtime Scheduling:

The Chief of Police or his designee shall have the right to require overtime work and officers may not refuse overtime assignments. Whenever practicable, overtime assignments will be scheduled on a voluntary basis, except for emergency situations, or except where qualified volunteers are not readily available. It is the objective of the Village to keep mandatory overtime scheduling at a minimum, consistent with the need of the Village to provide proper police protection.

When non-scheduled overtime is offered on a voluntary basis, overtime assignments shall be made by first offering part or all of the overtime assignment to qualified officers on the on-duty shift. If it is necessary to hold a qualified officer over from a prior shift, or to call a qualified officer in early for the next shift, selection will first be requested by seniority. If no officer volunteers, and it should be necessary to order an officer to stay or report in early, then overtime will be ordered to qualified officers on the basis of reverse seniority. Officers on vacation need not be requested to work non-scheduled overtime.

An overtime shift may be split into two four hour sections and officers may sign up for either section. With at least seventy-two (72) hours notice, a more senior officer may bump a junior officer who has signed up for overtime. However, any officer who is willing to work the entire shift shall bump any officers who have signed up to work the split shifts regardless of the relative seniority of the officers. There shall be no shift preference for details. Once the schedule has been posted an officer may not be bumped from a detail. However, an officer who has been ordered to work a detail may allow a willing officer to replace him.

When scheduled overtime is offered on a voluntary basis, overtime assignments shall be made on a seniority-rotating basis to qualified officers. Scheduled overtime shall be first offered to qualified officers on the affected shift or shifts on a seniority-rotating basis. If no officer volunteers, and

should it be necessary to order an officer to perform scheduled overtime, then overtime will be ordered to qualified officers on the basis of reverse seniority.

Section 5.5. Call Back Time:

Any Officer covered by this Agreement who is called back to work on an assignment (including stand-by court time) which does not continuously follow or precedes an Officer's regularly scheduled working hours shall be compensated a minimum of two (2) hours for each call back or the actual time worked, whichever amount is greater. If applicable, "call back time" hours will be paid at the overtime rate of pay. The term "call back time" means time in which an Officer is called back to work and physically reports to the location set by the Chief or his designee to perform some function for the Department.

In the event that an Officer is placed on court stand-by requiring the Officer to appear in court on a day off, the Officer shall be compensated a minimum of one (1) hour. The Officer shall be required to be at the Police Department or a location set by the Chief or his designee at least one (1) hour before the scheduled court appearance and shall be compensated for that one (1) hour of time. However, covered officers assigned to work the midnight shift may remain at his/her home while on court standby. If the Officer's testimony is not required, then the Officer shall be released for the remainder of the day. The above work time may be increased pursuant to the authority of the Chief or his designee as concerns court stand-by.

Section 5.6. Court Time:

Officers required to attend court on off-duty time shall be compensated with a minimum of two (2) hours straight time or the actual time worked, whichever is greater, for such court appearance. If applicable, "court time" hours will be paid at the overtime rate. In the event that the court date is canceled with less than twenty-four (24) hour notice to the off-duty officer, said officer shall receive an additional two (2) hours straight time pay at the affected officer's regular rate of pay.

Section 5.7. Meeting Time:

Any Officer required to be at a departmental meeting during off hours shall be compensated with a minimum of two (2) hours straight time or the actual time worked, whichever is greater, for such meeting. If applicable, "meeting time" hours will be paid at the overtime rate.

Section 5.8. Officer In Charge Compensation:

Patrol Officers assigned to act in the capacity of Officers in Charge shall receive, in addition to their regular compensation, additional compensation in the amount of \$3.50 per hour for all hours so worked.

Section 5.9. Work Breaks:

Breaks may be taken at the discretion of the supervisor, for reasonable intervals, at reasonable times, and with such other units as the supervisor may deem reasonable. The supervisor shall ensure that adequate coverage exists at all times during break periods. The break period is considered on-duty time, and personnel are considered to be available for any assignment during any break period, including all routine calls within their beat.

Section 5.10. Compensatory Time:

An employee who is entitled to time and one-half pay under this Agreement may elect compensatory time at time and one-half rate, in lieu of pay, to a maximum of eighty (80) hours, by giving advance notice to the Village. In addition, an officer may cash out their accumulated compensatory time by providing advance notice to the Village.

An employee with accrued compensatory time may make advanced request for time off (increments no less than half an hour), and time off will be approved by the Chief or his designee based upon departmental needs.

In the event that any Officer covered by this Agreement terminates his employment with the Village of Algonquin, he shall be paid his then hourly rate of pay for each hour accumulated as compensatory time.

On a quarterly basis, the Village shall provide the Union with the accrued compensatory time for all covered officers. On an annual basis (coinciding with the sick day buy back), officers can sell back up to (80) hours of accumulated comp time to be applied toward one of the Village's deferred compensation programs.

Section 5.11. No Pyramiding:

Compensation shall not be paid more than once for the same hours under any provision of this Article or this entire Agreement.

Section 5.12. Training Academy:

Newly hired officers attending a police training academy shall be compensated at the appropriate straight time rate of pay for eight (8) hours for each day spent in training, and shall be compensated for time and mileage spent for one (1) round trip from either the police department to the academy or their home to the academy, which ever is less and shall be compensated for mileage spent for an additional one (1) round trip from either the police department to the academy or their home to the academy, which ever is less. In addition, while an Officer is attending the academy, the Officer's payroll checks (with written authorization) can be mailed to the location specified by the Officer.

Covered officers voluntarily leaving the employment of the Village for the purpose of police employment elsewhere shall reimburse the Village for expenses actually incurred for state required basic training only, as set forth below:

Departure prior to completion of one (1) year of service –
100% reimbursement, with maximum reimbursement of \$3,000.00.

Departure prior to completion of two (2) years of service –
50% reimbursement, with maximum reimbursement of \$1,500.00.

Covered employees shall not be liable for costs of field training or wages earned. The reimbursement provisions of this Section shall not apply to covered employees employed prior to the date of execution of this Agreement. Employees will be notified of this requirement prior to the extension of an offer of employment with the Algonquin Police Department.

Section 5.13. Lateral Hires:

At the discretion of the Chief of Police, newly hired police officers who have previous police experience, as full time police officers and are Illinois certified officers or equivalent, may be placed in the wage schedule as set forth below:

- 1 to 2 years experience may start at the one-year step
- 2 to 3 years experience may start at up to the 2 year step
- 3 to 4 years experience may start at up to the 3 year step

Over four years experience may start at up to the 4 year step

Placement of newly hired officers pursuant to this Section shall be for salary purposes only, and shall not affect a newly hired officer's seniority for any other purpose.

ARTICLE VI UNION SECURITY AND DUES CHECK-OFF

Section 6.1. 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 6.2. 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 twenty one (21) days after the deductions have been made.

Section 6.3. Indemnity:

The Chapter hereby indemnifies and agrees to hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of, any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article, and shall reimburse the Village for all legal costs that shall arise out of, or by reason of action, taken or not taken by the Village in compliance with the provisions of this Article provided the Village does not initiate or prosecute such action.

Section 6.4. Revocation of Dues:

A Chapter member desiring to revoke the dues check-off may do so by written notice to the Employer at any time upon thirty (30) days notice.

Section 6.5. Union Membership:

The decision to join the Union or not join the Union is the individual decision of each employee. Neither the Village nor the Union will interfere with an employee's freedom of decision and/or discriminate against any employee because of Union membership or non-membership.

Section 6.6. 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 non-political, non-inflammatory nature. The Union will limit the posting of Union notices to said bulletin board.

Section 6.7. Labor-Management Meetings:

The Chapter and the Employer agree that, in the interest of efficient management and harmonious employee relations, quarterly meetings will be held between no more than two (2) Chapter representatives and responsible administrative representatives of the Employer. In addition, meetings maybe requested by either party at least seven days in advance by placing in writing a request to the other for a "labor-management conference" and expressly providing the specific agenda for such conference. Such conferences, times and locations, if mutually agreed upon, shall be limited to:

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

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

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

ARTICLE VII VACATION

Section 7.1. Eligibility and Allowances:

All employees shall be eligible for paid vacation time after the completion of six (6) months of continuous full-time employment.

Section 7.2. Vacation Pay:

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

Section 7.3. Scheduling:

Vacations shall be scheduled on a year round basis. During the November 1st to December 15th vacation selection timeframe, the officers with the most seniority making a vacation day request that results in a second person off on a shift for one (1) day in conjunction with a five (5) day vacation block will not be denied that request. (RDO's may occur on either side or during the five day minimum vacation day request.) This vacation day use outside the current time off policy will be limited to six (6) instances per vacation year for the entire bargaining unit. Employees shall select their vacations according to seniority, with all vacations chosen by December 15th of each year if seniority is to apply. The Police Chief shall schedule vacations and determine the maximum number of employees who may be on vacation at any one time, taking into account the needs of the Department, employee advance requests, and employee seniority. Vacation may not be taken in increments of less than one (1) full day.

Subject to the approval of the Chief or his designee, a maximum of five (5) vacation days may be carried over to the following calendar year but they must be used in the first quarter of the year or be lost.

Section 7.4. Accrual Schedule:

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

0 up to 6 months	Zero (0) days
After 6 months but less than 1 year:	One (1) day
After 1 year but less than 2 years:	Six (6) days
After 2 years but less than 5 years:	Eleven (11) days
After 5 years but less than 11 years:	Seventeen (17) days
After 11 years but less than 18 years:	Twenty-two (22) days
After 18 years, but less than 24 years:	Twenty-six (26) days
After 24 years,	one additional day of vacation will be accumulated every year until the thirtieth year of employment.

Section 7.5. Accumulation:

Vacation credit shall not be accumulated during any layoff period, nor shall vacation credit be accumulated during an unpaid leave of absence.

Section 7.6. Village Emergency:

In case of an emergency, the Village Manager or Police Chief may cancel and reschedule any or all approved vacation leaves in advance of their being taken, and/or recall any officer from vacation in progress.

**ARTICLE VIII
HOLIDAY AND PERSONAL TIME**

Section 8.1. Holiday:

The following nine days are holidays with pay for all officers in the Village service:

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

When a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday. When a holiday falls on a Sunday the following Monday shall be observed.

Section 8.2. Holiday Pay:

Officers scheduled to work on a holiday shall do so. Holiday pay shall be paid on the following basis:

a. Any employee taking an unexcused absence on the day before or after a holiday shall not be paid for that holiday. An unexcused absence shall include, but not be limited to the following: AWOL, any vacation day or personal day that has not been previously approved. The Chief of Police may, at his discretion, require an officer using paid sick leave on the day before or after a holiday to provide written proof of illness, if the officer has used paid sick leave in conjunction with a holiday previously within the term of this Agreement. The Chief of Police must notify an affected officer that he/she is to provide said notice prior to the use of a sick day.

b. If an Officer works on a holiday, compensation will be at one and one-half (1 1/2) times the Officer's hourly rate for each hour worked, plus eight (8) hours pay for the holiday. Any officer who works more than eight hours in conjunction with their holiday shift shall be compensated at two (2) times that officer's regular hourly rate of pay for all hours worked beyond eight (8) hours, plus eight (8) hours pay for the holiday. Any officer not scheduled to work a particular holiday who is called in to work that holiday shall be compensated at two (2) times the officer's regular hourly rate of pay for all hours so worked, plus eight (8) hours pay for the holiday.

c. If a holiday falls on an officer's regularly scheduled day off, he shall receive eight (8) hours pay upon submitting a benefit sheet.

d. Officers not assigned to the patrol division will receive the day off with pay on holidays designated in Section 8.1

e. Any Officer who is on a regularly scheduled vacation between Monday and Friday of a week, which includes a scheduled holiday, will receive an additional eight (8) hours pay for the holiday or an additional day off.

Section 8.3. Personal Days:

Each new employee shall receive one personal day on the completion of his or her third month, sixth month and ninth month of service. Thereafter, regular full-time employees who have completed one (1) full year of employment will receive three (3) paid personal days* to be absent from work. These three days must be used by the end of the fiscal year they are provided in. *After your first anniversary date, personal days are awarded at the beginning of every fiscal year (May 1). The use of personal days must be approved by the Chief or his designee. Personal days must be used during the year in which they are earned and shall be paid at the employee's regular rate of pay for eight (8) hours. Unused personal days cannot be carried over from year to year. Any personal days not used in the calendar year will be forfeited unless approval for carry-over of those days is given by the Chief or his designee. Any personal days carried over from the previous year must be utilized within thirty (30) days. The Village may require an employee to utilize unused personal days. In the event of death, any unused personal days shall be paid to the designated beneficiary of the deceased employee.

**ARTICLE IX
LEAVE OF ABSENCE**

Section 9.1. Absence from Work:

All absences from work must be reported to the Supervisor in charge prior to assigned working shift.

Section 9.2. Sick Leave:

Police Officers shall begin accruing sick leave after ninety days following their date of hire at the rate of one (1) day per month of service, up to a maximum of two hundred and forty (240) days. The employee must work a minimum of one-half (1/2) the normal working days to be credited with a sick day within any month. For periods of sick leave absence of more than three (3) days, patrol officers may, if requested, be required to submit medical documentation or other acceptable evidence of incapacity for work to the Police Chief (or his designee).

The Chief or his designee may grant use of sick days for emergency leave. This must be approved one (1) day in advance and only under unusual circumstances. This may apply to personal business when use is impossible during off hours. Leave is limited to time necessary for appointments. Employees are expected to return to work as soon as possible. Sick pay usage shall be utilized in ½ an hour increments.

An employee who uses less than four (4) days sick leave in the one (1) year period between May 1 and April 30 may receive (at the employee's option) payment (at the hourly rate as of April 30) for the difference between four (4) days and the amount actually used. The number of hours for which payment is received will be subtracted from the employee's accumulated sick leave. Employees hired after May 1 of any year are not eligible for this payment in the fiscal year in which they are hired. At the employee's option, this payment may be made to the employee through the payroll process or applied to one of the Village's deferred compensation programs.

Upon separation, the Village will pay the employee who is voluntarily leaving his employment one half of the employee's accrued but unused sick days in excess of sixty (60) days, up to a maximum of

300 hours of pay. For example, if an employee retires with 86 accrued but unused sick days, the employee will be paid for 13 sick days (i.e. one half of the 26 days that are in excess of the 60 days). This payment may be applied toward a health insurance fund maintained internally by the Village of Algonquin to be applied toward the Village's total insurance premium rates for the coverage's selected (not the employee rate). To apply, the employee must officially retire (draw a pension). Any remaining funds would be forfeited if there is a lapse in coverage and/or coverage is cancelled.

Management has the right to require an employee to obtain a doctor's note after an employee has used three sick days instances in any rolling 12 month period. An instance is one illness or one event, whether 2 hours or one week in duration as long as it consists of consecutive days. Any sick time use where a doctor's note is provided or is pursuant to FMLA leave will not be counted against these instances. The request will be made at or as reasonably close to the sick time call in as possible

Section 9.3. Medical Leave (including pregnancy):

Final approval on all medical leaves is vested exclusively with the Village Manager. In order for a medical leave to be approved, the employee must submit a statement from the employee's doctor indicating temporary disability, medical attention required, and the expected duration of the disability. A medical leave shall be on an unpaid basis and it shall not exceed three (3) months, unless express, written approval is first obtained from the Police Commission.

Employees are required to substitute accrued paid benefit time for any part of an FMLA leave taken. Substitution of accrued benefit time for unpaid leave will occur in the following order for the following three FMLA-qualified reasons:

1. Birth of an employee's child – For the first three days, the Village will allow the employee to use Sick Time, thereafter the following sequence occurs: Vacation, Compensatory Time, Personal Days, Sick Time.
2. Care for an employee's immediate family member – Vacation, Compensatory Time, Personal Days, Sick Time.
3. Employee's own serious health condition – Sick Time, Vacation, Compensatory Time, Personal Days.

Police Officers returning to work after any disability leave must have a written release from a physician verifying that they are able to return to work and safely perform the essential functions of their job. While on disability leave, the Chief has the authority to demand monthly status reports verifying the need for the continued leave.

All medical leaves granted by the Village of Algonquin shall be in full compliance with the Federal Family Medical Leave Act.

Section 9.4. Funeral Leave:

The Chief or his designee will grant leave with pay for funerals and wakes in the immediate family. The immediate family shall be defined to include spouse, parents, children, grandparents, brother, sisters and equivalent in-laws. The maximum funeral leave shall be three (3) days.

Section 9.5. General Leave of Absence:

A Police Officer, regardless of length of service or status, may be absent from work without pay and without losing seniority benefits for a period of one (1) year, subject to written approval of Chief of Police. In no case shall benefits accrue to the Police Officer while he is on an extended leave of absence beyond thirty (30) days. Unauthorized absence from work shall be cause for disciplinary action.

Section 9.6. Military Leave:

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

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

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

Section 9.7. Jury Duty:

Police Officers called for jury duty will receive their regular compensation for the length of their jury duty, minus the amount of any stipend received for jury duty.

Section 9.8. Benefits While On Leave:

Unless otherwise stated in this Article or otherwise required by law, length of service and other benefits shall not accrue nor be eligible for any employee who is on an approved leave status. During an approved leave of absence or layoff under this Agreement, the employee shall be entitled to coverage under applicable group and life insurance plans to the extent provided in such plan[s], provided the employee makes arrangements for the changes and arranges to pay the entire insurance premium involved, and any additional surcharges allowed by law, including the amount of premium previously paid by the Village.

ARTICLE X EDUCATION BENEFITS

Section 10.1. On-Duty Training:

Police Officers attending required training sessions away from the Police Department shall either be provided transportation to and from the training location, if available, or shall be paid the prevailing rate mileage allowance for the use of their own vehicle. An officer who attends a police related seminar, upon the direction of the Chief, on his own time will receive one (1) hour pay at the Officer's straight time hourly rate of pay for each hour spent in said seminar. In addition, the Village will pay for travel time as follows:

The parties agree travel time shall not be included in the calculation of hours worked for purposes of overtime compensation. Actual time spent in training shall be included in the calculation of hours worked for purposes of overtime compensation. Officers shall be compensated at the Officer's straight time hourly rate of pay for travel time to and from said seminar in accordance with the list attached as Appendix C. Should the Village require attendance by officers at additional schools, the parties agree to negotiate standard travel times for travel to and from said schools.

Police Officers attending training, which is not required by the Department but at the request of the Police Officer shall, do so on their own time and shall not be entitled to compensation. It is also agreed that the transportation to and from these training sessions will be the Officer's responsibility.

The parties agree that when an officer is required to stay overnight for training, that officer shall be given a cash allotment \$32.00 dollars for overnight, \$6.00 for breakfast, \$10.00 for lunch and \$16.00 for dinner with receipts required. Training where meals are provided will not be reimbursed (i.e. if lunch is offered, no reimbursement will be paid). If a meal is provided, the value of that meal shall be deducted from the stipend. (i.e. if lunch is provided, \$10.00 is deducted from the \$32.00). If an officer is required to stay overnight, meal money shall be advanced to that officer, provided the officer submits a written request to the Chief of Police or his designee at least ten (10) calendar days prior to the training date. Each Officer on such an assignment shall turn the balance of such funds to the Village along with receipts for expenditures for meals at the end of said training assignment.

Section 10.2. Scheduling of On-Duty Training:

All Police Officers assigned to in-house training shall be given notice of such training with a posting of the shift schedules. When training outside the Department is scheduled for Officers covered herein, said Officers shall be given as much notice as possible as the Village receives notice from the training facilities.

Section 10.3. Educational Incentive:

Regular full-time employees enrolled in a degree program or a course directly related to municipal business or to the employee's position may request tuition reimbursement from the Village. Before reimbursement may be granted, the employee must notify and receive written approval from the Chief of Police no later than two (2) months prior to the beginning of the fiscal year in which the employee wishes to attend the training. The Chief of Police shall make the final determination regarding whether a course or degree program is job-related and may deny any request for reimbursement that is not classified as such.

Reimbursement may be made for tuition, required books, or required class materials, upon submission of written receipts for same, according to the following schedule, only after completion of the course or training session:

<u>Grade A - 90% reimbursement</u>	<u>Grade B - 70% reimbursement</u>
Grade C - 50% reimbursement	Grade D or F - no reimbursement

If a course is only offered as a Pass/Fail, then a "Pass" grade shall be reimbursed at the 70% level and a "Fail" grade shall receive no reimbursement. If a course has an option to be graded as Pass/Fail, then a "Pass" grade shall be reimbursed at the 50% level and a "Fail" grade shall receive no reimbursement.

Certification of completion of the class and a grade report must be submitted.

Tuition reimbursement does not include mileage, activity or student fees, meals, lodging, parking, tolls, general supplies, or other incidental expenses. Reimbursement of tuition and/or completion of such training shall not be construed as guaranteeing that an employee will be retained, promoted, or advanced.

Courses or programs that may be eligible for reimbursement include classes offered by an accredited college, university, or technical school, courses offered as part of an adult continuing education program, and courses offered by a professional educational or training company or facility.

Training or classes which an educational institution requires to be taken to satisfy general degree requirements and which are not directly related to the specialization or major of a degree program will not be considered for reimbursement.

Employees enrolling in educational courses are encouraged to take advantage of and pursue other financial sources, such as grants, scholarships, G.I. benefits, and fellowships that they are eligible to apply for or receive. The Village will consider the difference between any financial aid awarded and the actual cost of tuition for reimbursement.

The maximum amount of tuition or training reimbursement that may be paid to any employee is one thousand five hundred (\$1,500) for undergraduate work or three thousand dollars (\$3,000) for postgraduate courses in any one fiscal year. In the event that funding is not available in the budget or has already been expended for any fiscal year, but all other requirements are met, employees are encouraged to re-submit the request during the following fiscal year.

Employees wishing to participate in our Tuition Reimbursement Program will be required to sign a Tuition Reimbursement Refund Agreement. This agreement will be provided when your request is granted.

Section 10.4. Travel and Meeting Expense Allowances:

The Village, upon the Chief's approval, shall reimburse Police Officers for professional conferences and training seminars, providing such funds are available and the conference and/or training seminars are job related.

Conventions, seminars, workshops, and conferences, generally of a national scope or regional (multi-state) scope may be attended by Officers if the gathering of national groups is specifically related to his technical area. In all cases, specific approval by the Chief of Police is necessary.

Police Officer wishing to attend a conference or gathering at his expense must receive written prior approval of the Chief of Police to be away from his or her regular duties.

Any Police Officer attending any conference, meeting, seminar or convention as a representative of the Village of Algonquin is expected to conduct himself or herself in a manner as if he or she was still at work. Any improper conduct will be treated as if it occurred during regular working hours.

Any Police Officer attending any conference, meeting, seminar or convention and being reimbursed by the Village is to submit paid receipts for reimbursable expenses. The Village Treasurer will not reimburse expenses which are not documented or which are unreasonable.

**ARTICLE XI
GRIEVANCE PROCEDURE**

Section 11.1. Definition:

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purposes of this Agreement, a grievance is any dispute or difference of opinion raised by an employee or the Chapter against the Employer involving the meaning, interpretation or application of the provisions of this Agreement. The parties agree that the discipline of oral or written reprimands shall be subject to the jurisdiction to the grievance procedure. Any time period provided for under the steps in the grievance procedure may be mutually extended or contracted.

STEP ONE: The employee, with or without a Chapter representative, may take up a grievance with the employee's immediate supervisor designated by the Chief, within ten (10) calendar days of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond within ten (10) calendar days after such discussion. If the grievance is adjusted at Step One, the supervisor shall notify the Chief and Chapter representative in writing within ten (10) days thereafter the nature of the grievance and its resolution.

STEP TWO: If not adjusted in Step One, the grievance shall be reduced to writing and presented by the Chapter to the Chief of Police within ten (10) calendar days following the receipt of the supervisor's answer in Step One. The Chief of Police shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting with the employee, the supervisor involved and Chapter Representative within ten (10) calendar days after receipt of the grievance from the Chapter. The Chief of Police shall then render a decision, based on the supplied information during the meeting, within ten (10) calendar days of the meeting.

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

STEP FOUR:

a. If the Chapter is not satisfied with the decision of the Village Manager, the Chapter may appeal the grievance to arbitration by notifying the Village Manager in writing within ten (10) calendar days after receipt of the Village Manager's response in Step 4. Within ten (10) calendar days of receipt of such request the Chapter and the Village shall jointly submit the dispute to the Federal Mediation and Conciliation Service (FMCS), if the Federal Mediation and Conciliation Services is unavailable or unable to hear this dispute then the parties shall jointly submit the dispute to the American Arbitration Association and shall request a panel of five (5) arbitrators. If agreement cannot be reached in the selection of an arbitration service, the choice shall be determined by a coin toss. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Village and the Chapter shall have the right to strike two (2) names from the panel. The order of alternate striking shall be determined by a coin toss, with the losing party striking the first and third names. The person remaining shall be the arbitrator. The arbitrator shall fix the time and place of the hearing which shall be as soon as possible after his selection subject to the reasonable availability of Chapter and Village representatives.

The Arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing subject to the availability of Chapter and Village representatives.

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

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

Section 11.2. Fees and Expenses of Arbitration:

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

Section 11.3. Forms:

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

Section 11.4. General Rules:

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

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

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

Section 11.5. Notice of Union Representation:

The Chapter shall certify to the Village the names of those officers who are designated as representatives (stewards) for each shift and the Investigations Division. These officers shall be the only employees authorized to function as representatives/stewards on each respective shift and division, other than Chapter Executive Board members who are assigned to the respective shifts or Division.

Section 11.6. Rights of Chapter:

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

ARTICLE XII NON-DISCRIMINATION

Section 12.1. Non-Discrimination:

In accordance with applicable law both the Village and the Chapter agree not to discriminate against any employee covered by this Agreement in a manner which would violate federal or state laws on the basis of race, sex, creed, religion, color, marital status, age, national origin, political affiliation and/or beliefs, mental and/or physical handicaps and Chapter activities.

Section 12.2. Chapter Activity:

The Village and Chapter agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by law or by this Agreement, or on account of membership or non-membership in, the Chapter.

ARTICLE XIII DISCIPLINE

Section 13.1. Just Cause:

No Police Officer shall be suspended or discharged except for just cause, with the exception that probationary Officers may be suspended or discharged with or without cause.

Section 13.2. Jurisdiction of Police Commission:

Disciplinary action, up to and including termination, is subject to the jurisdiction of the Board of Police Commissioners according to the applicable State law, and in accordance with the Rules and Regulations of the Algonquin Board of Police Commissioners. Notice of said disciplinary action shall be provided in writing to the employee. Nothing in the Article, however, shall be construed in such a manner as to make the reprimand, suspension or discharge of a probationary officer the subject of a hearing before the Board of Police Commissioners, or part of the Grievance Procedure.

Section 13.3. Written Reprimand:

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

Section 13.4. Personnel File:

The Village agrees to abide by the lawful requirements of the "Personnel Record Review Act", Illinois Compiled Statutes 820 ILCS 40/01 et. seq.

Section 13.5. Use of Written Reprimand:

Any written reprimand given to an employee shall not be used for any purpose external to the Village. Any written reprimand, no matter how old, may be introduced when relevant at a disciplinary proceeding before the Board of Police Commissioners or otherwise used for any reasonable purpose internal to the Village.

ARTICLE XIV INVESTIGATIONS CONCERNING OFFICERS

Section 14.1. Right to Investigate:

The Village agrees to abide by the lawful requirements of the Illinois Revised Statutes, Chapter 85, Subsections 2551, *et. seq.*

Section 14.2. Timeliness of Investigation:

The Village agrees to periodically inform any officer covered by this Agreement of the ongoing status of any investigation concerning the affected officer pursuant to this Article. Such information shall be provided to the officer thirty (30) days following the date of any formal interrogation pursuant to the Uniform Police Officers Disciplinary Act 50 ILCS 725/1 *et. seq.*, and shall be provided each thirty (30) days thereafter. This section does not limit or interfere with the authority of the Chief of Police to discipline police officers covered by this Agreement.

If not on duty, the affected officer shall be compensated for time spent during the interrogation/interview at the affected officer's applicable straight or overtime rate of pay.

Section 14.3. Drug and Alcohol Testing Policy:

The policy in effect as of the execution of this agreement shall remain in effect throughout the duration of the Agreement. The Village shall not change the policy in any way without first notifying the Union and negotiating with the Union prior to any such change(s). The policy is attached as Appendix D.

ARTICLE XV HOSPITALIZATION, DENTAL, OPTICAL AND LIFE INSURANCE

Section 15.1. Hospitalization:

The Village shall continue to provide hospitalization coverage at no cost to each eligible employee for individual coverage. The terms of the hospitalization program shall be exclusively controlled by the plan documents, and police officers shall be provided with the same coverage provided to non Union Personnel at the Village. Employees shall be responsible to contribute to health insurance premiums for other than individual coverage as set forth below:

Single plus one and/or Family coverage:

15% a month of the actual and total premium paid by the Village for invoice(s) for the health and/or dental coverage (i.e. \$118.52 which is 15% of the actual \$790.12 paid by the Village for health and dental premium for family HMO coverage, \$179.64, which is 15% of the actual \$1197.60 paid by the Village for health and dental premium for family PPO coverage).

Premiums paid by contractual employees will not exceed those paid by other non-administrative employees. Current employees (as determined by the seniority list) utilizing single coverage will continue to pay no premium for that coverage. All new hires will contribute 15% of premium costs for health and dental insurance for all levels of coverage

Section 15.2. Life Insurance:

The Village shall continue to provide life insurance on each Police Officer. The terms of the life insurance plan or plans shall be exclusively controlled by the plan documents, and Police Officers shall be provided with the same coverage provided to non-Union personnel at the Village.

Section 15.3. Continuation of Benefit:

When an officer is killed in the line of duty, the Village will pay the full costs of premiums for current health insurance for the benefit of the spouse and minor children of the deceased Officer. Said coverage shall continue for the Officer's spouse until and unless the spouse remarries or becomes eligible for Medicare. Said coverage shall continue for the Officer's minor children until they reach the age of eighteen (18) years.

**ARTICLE XVI
UNIFORM AND EQUIPMENT BENEFITS**

Section 16.1.1 Uniform and Equipment Benefits (for all Officers hired prior to 11/16/2005):

Each Officer covered by this Agreement that shall receive a Uniform allowance of \$700.00 per fiscal year. The Village shall make the yearly uniform allowance available at the end of each fiscal quarter, with the payment for that quarter being equal to the amount of the receipt(s) showing proof of purchase or proof of maintenance of uniforms for that quarterly period, until such time as the \$700.00 limit is reached. At the end of each quarter, the Village shall provide covered employees with a statement showing the affected officers' remaining uniform allowances.

Upon advance prior written approval of the Chief, an Officer may be permitted to purchase more than \$700.00 in uniforms and/or acceptable equipment in one (1) year with the understanding that the Officer will be reimbursed for any amount over \$700.00 in the following year.

Whenever the Village reimburses an Officer that was hired before 11/16/2005, for the purchase of uniforms and/or acceptable equipment and the Officer's employment is terminated, either voluntarily or involuntarily, then the Officer is responsible for returning any and all uniforms and/or equipment up to the amount in which the Officer was previously reimbursed. Under no circumstances will a terminated Officer be required to return uniforms and/or equipment to cover past reimbursements totaling more than \$1,400.00.

Section 16.1.2 Uniform and Equipment Benefits for Officers Hired after 11/16/2005:

Each officer upon hire shall have uniform items issued to him. The items that will be issued are listed in the Algonquin Police Department Initial Issue Uniform List.

Algonquin Police Department Initial Issue Uniform List

Item	# Issued	Item	# Issued	Item	# Issued
Pants	3	Shirt, Long Sleeve	3	Shirt, Short Sleeve	3
Turtleneck	3	Jacket	1	Latex Glove Pouch	1
Raincoat	1	CPP SM-1 Traffic Vest	1	Report Clipboard	1
Hat Strap	1	Hat Cover	1	Baseball Cap	2
Duty Belt	1	Inner Belt	1	Holster	1
Boots	1	Handcuff Case	1	ASP Holder	1
Keepers	4	Radio Holder	1	Handcuffs (Chain)	1
Shoes or	1	Magazine Holder	1	ASP 26"	1
Body Armor	1	Fox Labs OC	1	OC Holder	1
Badge	1	Citation Holder	1	P-ticket Holder	1
Hat	1	Duty Ammunition	1 Box (50)		

Whenever the Village purchases equipment for an officer, or reimburses an Officer for the purchase of uniforms and/or acceptable equipment and the Officer's employment is terminated, either voluntarily or involuntarily, then the Officer is responsible for returning all uniforms and/or equipment on the list and any specialized equipment purchased pursuant to assignment.

Section 16.2. Training Ammunition:

Each officer covered by this Agreement shall be supplied with nine (9) boxes of ammunition (fifty rounds/box) for his primary duty weapon for all qualifications and training sessions. Training sessions are to be completed on the officer's own time and at the officer's discretion. The Village shall supply this ammunition at no cost to the affected officer.

Section 16.3. Protective Vests:

The Village agrees to provide each officer commencing employment with the Algonquin Police Department a protective vest, valued up to a maximum of six hundred dollars (\$600.00) per officer.

An officer may replace said vest every five (5) years, and shall receive a replacement vest valued up to \$600.00 from the Village. The body armor provided will meet the requirements for Type II or III-A classification of the National Institute of Justice (NIJ) Standard 0101.04 (or current applicable NIJ standard). An officer wishing to replace body armor that is four years old, or older, must make the request by December 31st. The body armor will be replaced in the following fiscal year. The Village will replace, as soon as possible, body armor that is shot with a bullet or otherwise compromised by a knife or other weapon. The selection of the new protective vest must be approved by the Chief of Police or his designee. Officers may utilize uniform allowance to cover the remainder of the cost of a new vest.

Officers receiving vests shall be required to return any used vests, (which were purchased with Village funds), to the Village.

Upon the return of the protective vest, any officer who was hired prior to the signing of this agreement, leaving the employ of the Village may receive a \$200 credit toward the \$1,400 maximum reimbursement required under Section 16.1 above.

The parties agree that the Village may require all police officers to wear protective vests while on duty.

**ARTICLE XVII
OFF DUTY EMPLOYMENT**

Section 17.1. Employment Outside Department:

The Chief of Police may restrict off duty employment in the best interest of department operations. Patrol Officers may be allowed to engage in off duty employment up to a maximum of twenty (20) hours per week, subject to the prior written approval of the Chief of Police or his designee.

Section 17.2. Extra Duty Details:

When the Chief posts an extra duty detail for Patrol Officers, it will be filled by Officers on a seniority-rotating basis. Any Officer who accepts an extra duty assignment and later rejects or declines it without reasonable cause is responsible for finding a replacement. Any Officer that, without good cause, fails to cover an accepted extra-duty assignment will be subject to discipline and/or restrictions from future detail work for a period of six (6) months.

**ARTICLE XVIII
SENIORITY**

Section 18.1. Seniority:

Unless stated otherwise in this Agreement, seniority for the purpose of this Agreement shall be defined as a Police Officer's length of continuous full time service with the Village since the Police Officer's last date of hire.

Section 18.2. Determination of Seniority:

Seniority shall be determined by Police Officers' length of service in the department. Time spent in the armed forces on military leave of absence and authorized leaves not to exceed one (1) year and time loss duty related disability shall be included.

Section 18.3. 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 semiannual basis. This list is contained in Appendix B, which is attached hereto and made a part hereof.

Section 18.4. Forfeiture of Seniority:

A Police Officer shall forfeit his seniority rights upon separation from services due to dismissal, layoff or retirement. Full seniority rights shall be reinstated provided that any officer, who has a break in service of more than one year, must successfully complete a retraining program prescribed and approved by the Chief of Police and at the Village's expense and under the following conditions:

- a. A Police Officer is dismissed and later reinstated by a Court of competent jurisdiction.
- b. A Police Officer is separated due to a layoff or reduction in force and is later reinstated under conditions provided in the Illinois Compiled Statutes.

Section 18.5. Purpose of Seniority:

Employees shall be allowed preference according to seniority on all sections specifically designating seniority as an accounting procedure.

**ARTICLE XIX
BOARD OF POLICE AND FIRE COMMISSIONERS**

Section 19.1. Board of Police Commissioners:

The parties recognize that the Village of Algonquin Board of Police Commissioners has certain statutory authority over employees covered by this Agreement, including but not limited to the right to make, alter and enforce rules and regulations and impose disciplinary sanctions. Nothing in this Agreement is intended in any way to replace and diminish any such authority.

**ARTICLE XX
SAVINGS CLAUSE**

Section 20.1. Savings Clause:

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

**ARTICLE XXI
ENTIRE AGREEMENT**

Section 21.1. Entire Agreement:

This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the Employer as provided in the management rights clause, Article II. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Chapter specifically waives any right it may have to impact or effects bargaining for the life of this Agreement.

Section 21.2. Ratification and Amendment:

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

**ARTICLE XXII
LIGHT DUTY**

Section 22.1. Work Schedule for Light Duty:

Any Officer who is injured and unable to perform his full-time duty may be allowed, with a written physician's approval, the opportunity to work light duty, subject to the Chief's approval and in accordance with the needs of the Department, and according to the applicable departmental policy. The Village and the Chapter agree that there shall be no pyramiding of benefits of light duty assignments with workmen's compensation or other disability benefits.

**ARTICLE XXIII
TERMINATION**

Section 23.1. Termination:

This Agreement shall be effective as of the day after it is executed by both parties and shall remain in force and effect until April 30, 2017. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date and not earlier than one hundred twenty (120) days that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. In the event that either party desires to terminate this Agreement, then the benefits as described herein shall remain in full force and effect with no diminution up to and until a new collective bargaining agreement shall be executed, and the party wishing to terminate shall give notice at least ninety (90) days prior to the expiration date hereof and not earlier than one hundred twenty (120) days.


Executed this 22 day of October, 2013 after receiving official approval by the President and Village Board of Trustees.


METROPOLITAN ALLIANCE OF
POLICE, ALGONQUIN CHAPTER 78

VILLAGE OF ALGONQUIN


JOSEPH ANDALINA,
President M.A.P.


Village Manager


Misty Marinier,
President, M.A.P. Chapter 78


Village Clerk

APPENDIX A SALARY SCHEDULE

(Hourly for payroll purposes)

Step	Current	5/1/2013 4/30/2014	5/1/2014 4/30/2015	5/1/2015 4/30/2016	5/1/2016 4/30/2017
Starting	\$24.15	\$24.63	\$25.12	\$25.62	\$26.14
After 1 year	\$25.49	\$26.00	\$26.52	\$27.05	\$27.59
After 2 years	\$26.99	\$27.53	\$28.08	\$28.64	\$29.21
After 3 years	\$28.50	\$29.07	\$29.66	\$30.25	\$30.85
After 4 years	\$30.08	\$30.68	\$31.29	\$31.92	\$32.56
After 5 years	\$31.80	\$32.44	\$33.09	\$33.75	\$34.42
After 6 years	\$33.62	\$34.29	\$34.98	\$35.68	\$36.39
After 7 years	\$35.55	\$36.26	\$36.98	\$37.72	\$38.48
After 8 years	\$42.31	\$43.15	\$44.02	\$44.90	\$45.79

(Yearly Pay Rate for ease of review ONLY)

Step	Current	5/1/2013 4/30/2014	5/1/2014 4/30/2015	5/1/2015 4/30/2016	5/1/2016 4/30/2017
Starting	\$50,227	\$51,231	\$52,256	\$53,301	\$54,367
After 1 year	\$53,014	\$54,074	\$55,155	\$56,258	\$57,384
After 2 years	\$56,139	\$57,261	\$58,407	\$59,575	\$60,766
After 3 years	\$59,290	\$60,475	\$61,685	\$62,919	\$64,177
After 4 years	\$62,566	\$63,817	\$65,093	\$66,395	\$67,723
After 5 years	\$66,151	\$67,474	\$68,823	\$70,199	\$71,603
After 6 years	\$69,936	\$71,334	\$72,761	\$74,216	\$75,700
After 7 years	\$73,941	\$75,419	\$76,928	\$78,466	\$80,036
After 8 years	\$88,000	\$89,760	\$91,555	\$93,386	\$95,254

Salary implementation (including longevity and special duty pay) is retroactive to May 1, 2013. All officers covered by this Agreement shall be placed in their appropriate step (year of service) as of the effective date of this Agreement. Payment for all benefits resulting from the retroactivity of this Agreement shall be paid to each covered Employee within two pay periods of ratification and approval of this Agreement. The Village has no obligation to provide retroactive pay as a result of the agreed modification to the normal workweek and workday, to the extent that said modification resulted in the elimination of police officers' obligation to report to work fifteen (15) minutes prior to the start of the scheduled shift. All employees will attain their next step (rate of pay) on their anniversary date in that contract year. Covered officers shall also receive annual grade increases on May 1 of each year.

A. Longevity Pay.

Every officer will receive an additional 1% of pay rate starting at the officer's completion of the last step of contract. (Example: Officers last step after eight years is \$33.1410 then longevity pay is \$.3314 per hour effective in the 9th year). Longevity will be 1.25% of pay rate after the completion of the 18th year. This longevity payment is not paid out in lump sum, instead it will be add to the employee's hourly rate at the appropriate % of longevity payment (i.e. \$33.1410 base pay + .1% longevity = \$33.4724 an hour) (i.e. an employee hired 3/2/97 would be paid \$68,936 annually. Then on his anniversary of 3/2/06 after 9 years of service he would begin his longevity of 1% (.3314 cents

an hour added to his hourly rate). Then in the new contract year on 5/1/06 his base pay would go to \$34.5492 an hour plus 1% added to his hourly rate). It is understood that, all longevity compensation shall be calculated utilizing only base pay, and not previous longevity compensation, overtime compensation, and other stipends.

B. Special Duty Stipend (Canine):

Any officers covered by this Agreement assigned to the position of Canine Officer shall receive \$500.00 per year as a stipend. The Village will add to the employees hourly rate the payment (divided by 24 divided by 86.67) respectfully (i.e, the Canine Officer will be paid his base pay plus his hourly rate will increase by \$.24). For clarification, any and all raises will be calculated using base pay not base pay plus the canine pay or any other stipend pay. It is agreed that the canine officer shall reimburse the Village on a prorated basis for the special duty stipend should the Village eliminate the position of canine officer, or upon the assignment of canine duties to another officer.

Special Duty Stipend (Plain Clothes):

Detectives and School Liaison Officers assigned to duties that are "plain clothed" shall receive an additional \$200.00 per year to their clothing allowance. Officers receiving this allowance will submit receipts for clothing purchased using these extra funds.

C. Field Training Officer:

Each Field Training Officer (designated by the Chief) shall receive a stipend of 3/4th an hour of comp time per workday or (daily observation record) for the training of each new recruit. The Village also agreed to allow them to carry the time over for an additional 30 days after training if the employee exceeds the 80 hour maximum accumulation of Comp Time.

**APPENDIX B
SENIORITY LIST**

<u>Name</u>	<u>Anniversary</u>
1. Joseph L. Knaak	10-02-87
2. Christopher A. Filippini	04-25-88
3. Anthony F. Falbo	07-10-89
4. John W. Matthiessen	04-16-90
5. Ruth J. Remington	07-02-90
6. Robert W. Schuett	04-17-91
7. Robert G. Eicherl	06-16-93
8. James P. Langanis	12-04-95
9. Amy Bucci	01-02-97
10. Kimberly J. Montgomery	04-01-97
11. Michael S. Carroll	04-01-97
12. Dennis Walker	03-02-98
13. Paul Krystal	06-16-98
14. Brian Siegfert	09-08-98
15. Andrea Trembl	09-07-99
16. Steven Stachura	03-27-00
17. Jason Burzynski	03-27-00
18. Michael Seegers	05-15-00
19. Charles Gibellina	09-14-00
20. Timothy Wilkin	01-02-01
21. Kory Koehler	01-02-01
22. Misty Marinier	12-27-01
23. Patricia Miller	12-27-01
24. James Sowizrol	03-25-02
25. Thomas Murray	06-10-02
26. Mark Zahara	03-25-05
27. Deborah Scott	05-03-05
28. Andrew Dykstra	03-28-06
29. Jeffrey Diamond	04-17-06
30. Brandon Pump	05-30-06
31. Justin Revera	07-17-06
32. Kyle Neamand	10-09-06
33. Jose Pelayo	09-10-07
34. Josh Latina	9-10-07
35. Justin Falardeau	01-02-08
36. Nate Stenger	01-02-08
37. Tim Cooney	04-28-08

APPENDIX C
STANDARD TRAVEL TIMES FOR TRAINING

Destination	Travel Time
Chicago	1 $\frac{3}{4}$ hour each way
Bartlett	45 min each way
Elgin	$\frac{1}{2}$ hour each way
Schaumburg	45 min each way
Arlington Heights	45 min each way
McHenry	45 min each way
Woodstock	45 min each way
Aurora	1 hour each way
St. Charles	45 min each way
Grayslake	1 hr. each way
Orland Park	1 $\frac{1}{2}$ hour each way
Rockford	1 hour each way
Elmhurst	1 hour each way
Springfield	3 $\frac{1}{2}$ hours each way
Evanston	1 $\frac{1}{2}$ hours each way
Champaign	3 hours 15 min each way
Marseilles	2 hours

APPENDIX D RANDOM DRUG TESTING POLICY

I. SCOPE

This order applies to all sworn employees of the Algonquin Police Department. The tests will be administered under S.A.M.S.H.A (Substance Abuse Management Safety & Health Administration) custody collection standards. (Formerly N.I.D.A.)

II. DEFINITIONS

A. Employees: All full time sworn employees of the Algonquin Police Department.

B. Health Services

Services will be provided by a vendor that was mutually agreed upon by the Village of Algonquin and the Metropolitan Alliance of Police. The current services (which may be subject to change, provided both parties are in agreement) are provided by:

1. Northern Illinois Medical Center, McHenry, IL. (specimen collection)
2. Laboratories (specimen screening) – Provided through NIMC's vendor
3. MRO – Provided through NIMC

C. Drugs: The below listed controlled substances, the possession or use which is unlawful. Drugs for the purposes of this policy does not include use by prescription or other uses authorized by law. Drugs to be tested will be limited to the following ten (10) drugs or classes of drugs and shall be tested for the initial concentration levels as shown:

DRUG

- | | |
|---|-----------------------|
| * Amphetamines, e.g., dexedrine, speed, ice, crank, uppers. | |
| * Barbiturates, e.g., downers, seconal, nembutal, amytal. | |
| * Benzodiazepines, e.g., dalmane, librium, valium. | * Cocaine metabolites |
| * Marijuana metabolites | * Methadone |
| * Methaqualone, e.g., quaaludes. | * Opiate metabolites |
| * Phencyclidine, e.g., PCP, angel dust. | * Propoxyphene |

The initial testing levels for ng/ml levels shall be as defined by S.A.M.S.H.A.

D. MRO: Medical Review Officer as designated by Health Services. Positive tests will be reviewed by the MRO at Health Services for final determination of results. This determination will be communicated directly from the MRO to the Chief or Deputy Chief. Before a positive test is reported to the employer, the hospital or lab will have the results reviewed by the MRO, who will verify the existence of a valid prescription or conflict, which might result in a false positive. If the MRO determines that there is a valid reason for a false positive, the results will be reported to the employer as negative and final.

E. Use: Will mean a positive result, which is verified by the MRO review and confirmation and indicates the presence of the drug or its metabolites as indicated in the initial concentration levels.

III. POLICY

The work place will be free from the manufacture, distribution, possession and use of drugs and the abuse of controlled substances. The Algonquin Police Department will meet the requirements of the Drug Free Work Place Act.

IV. TESTING

Random Drug Testing: Effective May 2, 2002, and on a periodic basis, but no more than twelve (12) times annually, an employee will be randomly tested. All sworn full time employees within the police department, including command staff, will be included in a random draw. Up to, but no more than twelve (12), employees will be drug tested (from the random draw) within the Village of Algonquin's Fiscal Year. The employee(s) for the random drug testing will be chosen by the medical facility. The facility will contact the Chief and/or the Deputy Chief who in return will contact each individual, while the employee is on duty, whose name is drawn to advise them of the test. Employees will submit to the test immediately upon notice from their supervisor. Employees will be allowed to take the test in civilian clothing. If an employee chooses to wear civilian clothes during the testing, he/she must have the change of clothes available at the station. Employees will not be allowed to delay the process to obtain clothing or to change anywhere other than the Police Station.

Usual and accepted practices for the collection and preservation of urine samples shall be followed. A similar amount of the sample shall be set aside and preserved for later testing if requested by the Patrol Officer or the Police Chief. All samples shall be preserved in accordance with Section 40.99 of Subpart F-Drug Testing Laboratories of Part 40-Procedures for Transportation Workplace Drug and Alcohol Testing Program effective August 1, 2001, which provides for the extension of preservation of the split samples.

If a test is positive, the reserved sample shall be held according to the policy and procedures set forth by the laboratory. The methods employed in the collection of samples for testing shall be reasonable and provide for security of the sample and its protection from adulteration. Reasonable attention shall be given to a Patrol Officer's need for privacy during the collection of urine samples and the testing is done in an appropriate setting and to ensure that the integrity of the test sample is not compromised. The Chapter will be provided with an annual list of patrol officers and non-patrol officers tested in the random drug tests (e.g., 5-1-02: Non-Patrol Officer, 6-1-02: Patrol Officer).

The first positive test will not result in disciplinary action but will result in a mandatory assignment to the Village Employee Assistance Program or similar approved program, with follow-up testing as outlined in V, B. The second positive test may result in the Chief of Police seeking the employee's termination.

Any failure to submit to a drug test during random testing may result in departmental discipline.

Nothing in this Section shall be construed to waive any covered officer's (excluding probationary officers) right to be heard on matters of discipline before the Village of Algonquin Board of Police Commissioners. Representatives of the Union and Management shall observe the selection process at NIMC prior to the implementation of this policy. If a member of the Algonquin Police Department is assigned to the North Central Narcotics Task Force or similar task force and a random drug testing policy exists for that task force, the Algonquin Police Department member shall be tested in accordance with that policy. If no drug testing policy exists, he/she will be tested in accordance with this policy. In any event, upon return to duty with the Algonquin Police Department after having served on a task force, a drug test shall occur within thirty days. Future

task force members shall be informed of this policy prior to assignment and acceptance to the task force (present NCTF task force member excluded).

V. REHABILITATION

First positive test requires mandatory participation in and successful completion in the Village Employee Assistance Program (EAP) or other program approved by the employee's current health provider. During the participation of the EAP treatment, the employee will be placed on FMLA leave and will be required to utilize his/her benefits hours in the following order:

Sick Time, Vacation Time, Comp Time and then Personal Days. Once the employee has exhausted all his/her benefit hours, he/she will then go on unpaid leave until cleared from the program.

Once approved to return to work by the case manager at the EAP or other program, the employee may be tested up to twelve (12) times during the twenty-four (24) months following the officer's return to work.

Employees will be responsible for the entire cost of the treatment program and follow up random drug testing costs not covered by their insurance.

Refusal to participate in the EAP or other approved program may result in disciplinary action up to termination.

VI. VOLUNTARY REQUESTS FOR ASSISTANCE

The Chief of Police shall take no adverse employment action against a Patrol Officer who voluntarily seeks treatment, counseling or other support for an alcohol or drug abuse or dependency problem. The Chief of Police may require the Patrol Officer to be evaluated by a substance abuse professional to determine fitness to return to duty or assignment. For the purposes of this Section, "voluntary treatment, counseling or other support" means help sought by a Patrol Officer prior to an observation by a member of the Police Department of facts giving rise to a reasonable suspicion, or prior to any misconduct on or off duty which causes him to come to the attention of a law enforcement agency or an internal inquiry by the Department. The Village may make available through an Employee Assistance Program a means by which a Patrol Officer may obtain referrals and treatment. Voluntary requests for assistance will be handled in a confidential manner. Any Patrol Officer who voluntarily seeks assistance with problems related to prescribed drugs or alcohol shall not be subject to any disciplinary action by reason of such request for assistance as long as the request for assistance was made prior to any notification of a random drug test, or reasonable suspicion process.

VII. CONFIDENTIALITY

All test results are held in confidence in accordance with privacy laws. They will be stored in the Village of Algonquin's Human Resources Director's files, separate from regular personnel files.

VIII. UPDATES

This policy will be updated as necessary upon agreement from both parties.

IX. POLICY VIOLATIONS

Violations of this policy may subject covered officers to disciplinary action up to and including termination.

Nothing in this policy can be construed to limit the authority of the Chief of Police or his designee to require a non-random drug test for cause.