

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**METROPOLITAN ALLIANCE OF POLICE  
ROSELLE POLICE CHAPTER #258**

**AND**

**THE VILLAGE OF ROSELLE**

**January 1, 2016 – December 31, 2019**

Dated: May 13, 2016

## TABLE OF CONTENTS

<b>PREAMBLE</b> .....	<b>1</b>
<b>ARTICLE I</b> .....	<b>1</b>
<b>RECOGNITION</b> .....	<b>1</b>
Section 1.1: Unit Description .....	1
Section 1.2: Auxiliary Police Officers .....	1
Section 1.3: Part Time Police Officers .....	1
<b>DUES DEDUCTION</b> .....	<b>2</b>
Section 2.1: Dues Deduction .....	2
Section 2.2: Fair Share Deduction .....	2
Section 2.3: Employer Indemnification.....	2
<b>ARTICLE III</b> .....	<b>3</b>
<b>CHAPTER REPRESENTATIVE RIGHTS</b> .....	<b>3</b>
Section 3.1: Union Business.....	3
Section 3.2: Attendance at Meetings and Seminars .....	3
<b>ARTICLE IV</b> .....	<b>3</b>
<b>MANAGEMENT RIGHTS</b> .....	<b>3</b>
Section 4.1: Management Rights.....	3
Section 4.2: Work Rules, General Orders and Regulations .....	4
<b>ARTICLE V</b> .....	<b>4</b>
<b>NO STRIKE</b> .....	<b>4</b>
Section 5.1: No Strike Commitment.....	4
Section 5.2: No Lockout .....	4
Section 5.3: Discipline of Strikers .....	4
Section 5.4: General Provisions .....	4
Section 5.5: Judicial Restraint .....	4
<b>ARTICLE VI</b> .....	<b>5</b>
<b>CHAPTER RIGHTS</b> .....	<b>5</b>
<b>DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE</b> .....	<b>5</b>
Section 7.1: Definition of a Grievance.....	5
Section 7.2: Representation .....	5
Section 7.3: Procedure .....	5
Section 7.4: Completion of Assigned Task .....	7
Section 7.5: Actions of Bargaining Unit Members .....	7
<b>ARTICLE VIII</b> .....	<b>7</b>
<b>SENIORITY</b> .....	<b>7</b>
Section 8.1: Seniority Defined .....	7
Section 8.2: Termination of Seniority .....	7
<b>ARTICLE IX</b> .....	<b>8</b>
<b>EMPLOYEE RIGHTS</b> .....	<b>8</b>
Section 9.1: Personal Assets.....	8
Section 9.2: Release of Information.....	8

Section 9.3: Testimony .....	8
Section 9.4: Investigation of Employee .....	8
<b>ARTICLE X.....</b>	<b>9</b>
NON-DISCRIMINATION .....	9
Section 10.1: Non-Discrimination .....	9
Section 10.2: Use of Masculine Pronoun .....	9
<b>ARTICLE XI.....</b>	<b>9</b>
IMPASSE RESOLUTION .....	9
<b>ARTICLE XII.....</b>	<b>9</b>
LABOR-MANAGEMENT MEETINGS.....	9
Section 12.1: Labor-Management Meetings .....	9
Section 12.2: Meetings Exclusive of Grievance Process .....	10
Section 12.3: Attendance at Labor-Management Meetings .....	10
<b>ARTICLE XIII.....</b>	<b>10</b>
LAYOFF AND RECALL.....	10
Section 13.1: Layoff Procedure .....	10
Section 13.2: Recall .....	10
<b>ARTICLE XIV.....</b>	<b>11</b>
EMPLOYEE SECURITY .....	11
Section 14.1: Inspection of Files.....	11
Section 14.2: Use of Material.....	11
<b>ARTICLE XV .....</b>	<b>11</b>
INDEMNIFICATION .....	11
Section 15.1: Indemnification.....	11
Section 15.2: Legal Representation.....	11
Section 15.3: Officers to Cooperate.....	11
<b>ARTICLE XVI.....</b>	<b>11</b>
SAFETY ISSUES .....	11
<b>ARTICLE XVII.....</b>	<b>12</b>
BULLETIN BOARDS.....	12
<b>ARTICLE XVIII.....</b>	<b>12</b>
GENERAL PROVISIONS .....	12
Section 18.1: Examination of Records.....	12
Section 18.2: Exposure to Diseases .....	12
Section 18.3: Physical Fitness Testing Program.....	12
Section 18.4: Fitness for Duty Examinations .....	13
Section 18.5: Solicitation .....	13
Section 18.6: New Hire Agreement.....	14
Section 18.7: Retirement Badge.....	14
<b>ARTICLE XIX.....</b>	<b>14</b>
EMPLOYEE TESTING .....	14
Section 19.1: Prohibitions.....	14

Section 19.2: Type of Testing .....	14
Section 19.3: Order To Take Test.....	16
Section 19.4: Test to be Conducted.....	16
Section 19.5: Results.....	17
Section 19.6: Right to Contest .....	17
Section 19.7: Voluntary Requests for Assistance .....	17
Section 19.8: Discipline .....	17
<b>ARTICLE XX .....</b>	<b>18</b>
<b>HOURS OF WORK AND OVERTIME .....</b>	<b>18</b>
Section 20.1: Purpose of Article .....	18
Section 20.2: Work Schedules.....	18
Section 20.3: Hours of Work.....	18
Section 20.4: Compensatory Time.....	19
Section 20.5: Employee Training Hours / Compensation .....	19
Section 20.6: No Pyramiding .....	20
Section 20.7: Call Back .....	20
Section 20.8: Court Time .....	20
Section 20.9: Overtime Compensation .....	20
Section 20.10: Overtime Assignments.....	21
Section 20.11: Duty Availability Allowance .....	21
Section 20.12: Extra Duty Assignments.....	21
Section 20.13: Travel Time Compensation/Mileage Re-imbursement.....	22
<b>ARTICLE XXI.....</b>	<b>22</b>
<b>SICK LEAVE .....</b>	<b>22</b>
Section 21.1: Sick Leave .....	22
Section 21.2: Sick Leave Buyback.....	23
Section 21.3: Preservation of Sick Leave Benefits.....	24
<b>ARTICLE XXII.....</b>	<b>25</b>
<b>HOLIDAYS AND PERSONAL DAYS.....</b>	<b>25</b>
Section 22.1: Holidays.....	25
Section 22.2: Personal Holidays.....	25
Section 22.3: Holiday Compensation.....	25
<b>ARTICLE XXIII.....</b>	<b>26</b>
<b>LEAVES OF ABSENCE .....</b>	<b>26</b>
Section 23.1: Bereavement Leave.....	26
Section 23.2: Injury Leave .....	26
Section 23.3: Vacations.....	26
Section 23.4: Preservation of Vacation Leave Benefits.....	28
Section 23.5: Jury Duty .....	28
Section 23.6: Light Duty .....	28
Section 23.7: Military Leave.....	28
<b>ARTICLE XXIV .....</b>	<b>28</b>
<b>EDUCATIONAL PROGRAM .....</b>	<b>28</b>
Section 24.1: Education Reimbursement.....	28
Section 24.2: Educational Leave Time .....	29

<b>ARTICLE XXV</b> .....	<b>29</b>
UNIFORM ALLOWANCE .....	29
Section 25.1: Uniform Compensation .....	29
Section 25.2: Replacement of Damaged Clothing .....	30
<b>ARTICLE XXVI</b> .....	<b>30</b>
INSURANCE .....	30
Section 26.1: Health and Dental Insurance.....	30
Section 26.2: Insurance Costs.....	30
Section 26.3: Death in the Line of Duty .....	30
Section 26.4: Life Insurance .....	31
Section 26.5: Survivors Insurance Benefits .....	31
<b>ARTICLE XXVII</b> .....	<b>31</b>
WAGES .....	31
Section 27.1: Wages .....	31
Section 27.2: Pay Progression .....	31
Section 27.3: Detective Pay.....	31
Section 27.4: Officer in Charge Pay/FTO Pay.....	32
<b>ARTICLE XXVIII</b> .....	<b>32</b>
SAVINGS CLAUSE .....	32
<b>ARTICLE XXIX</b> .....	<b>32</b>
ENTIRE AGREEMENT .....	32
<b>ARTICLE XXX</b> .....	<b>32</b>
DURATION .....	32
Section 30.1: Term of Agreement.....	32
Section 30.2: Continuing Effect .....	33
<b>APPENDIX A</b> .....	<b>34</b>
GRIEVANCE FORM .....	34
<b>APPENDIX B</b> .....	<b>35</b>
SENIORITY LIST .....	35
<b>APPENDIX C</b> .....	<b>36</b>
POLICE OFFICER EMPLOYMENT AGREEMENT .....	36
<b>APPENDIX D</b> .....	<b>40</b>
WAGE SCALE – EMPLOYEES HIRED PRIOR TO JANUARY 1, 2013 .....	40
<b>APPENDIX E</b> .....	<b>41</b>
WAGE SCALE – EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2013.....	41

## **PREAMBLE**

This agreement is entered into by and between the Village of Roselle, an Illinois Municipal Corporation (hereinafter referred to as "Employer") and the Metropolitan Alliance of Police Roselle Police, Chapter #258 (hereinafter referred to as "Chapter"). The purpose of this agreement is to provide an orderly collective bargaining relationship between the Employer and the Chapter, representing the Employees in the bargaining unit and to making clear the basic terms upon which such relationship depends. It is the intent of the parties to work together to provide and maintain satisfactory terms and conditions of employment.

In consideration of the mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:

## **ARTICLE I** **RECOGNITION**

### **Section 1.1: Unit Description**

The Employer hereby recognizes the Chapter as the sole and exclusive collective bargaining representative for the purposes of collective bargaining on all matters relating to wages, hours and all other terms and conditions of employment for all Employees in the bargaining unit as follows:

All full-time sworn patrol officers in the Village of Roselle Police Department below the rank of Sergeant. Excluded from the bargaining unit are the Chief of Police, Deputy Chiefs, Captains, Lieutenants, Sergeants, Telecommunicators and all other managerial, supervisory and confidential employees of the Village of Roselle in accordance with the Illinois State Labor Relations Board Case Number S-RC-99-73.

### **Section 1.2: Auxiliary Police Officers**

The Village may utilize the services of Auxiliary Police Officers to perform bargaining unit work in accordance with 65 ILCS 5/3-6-5. The use of Auxiliary Police officers will not result in layoffs or reductions in the normal work hours of bargaining unit members. Before offering any work to Auxiliary Police Officers beyond their regularly scheduled hours, members of the bargaining unit will be afforded the opportunity to perform such work first.

### **Section 1.3: Part Time Police Officers**

The Village may in the future determine the need for part time Police Officers. Those officers eligible to be hired shall be applicants who have served the Village of Roselle in the capacity as a full time state certified, sworn police officer. They shall also be required to have been retired from active service or are a deferred pensioner of the Roselle Police Pension Fund. The use of part time Police officers will not result in layoffs or reductions in the normal work hours of bargaining unit members.

## **ARTICLE II** **DUES DEDUCTION**

### **Section 2.1: Dues Deduction**

During the term of this Agreement the Village will deduct from each officer's paycheck the appropriate Chapter dues for each officer in the bargaining unit who has filed a written request with the Village for dues deduction. The Village shall remit such deductions monthly to the Metropolitan Alliance of Police along with a list of the names of the employees from whom deductions have been made, to the address designated by the Chapter.

The Village agrees to notify the Chapter of any changes in an officer's status, including but not limited to, new hires and resignations within thirty (30) days of the effective date of the change of the officer's status. During the terms of this Agreement, the Chapter may change the fixed uniform dollar amount by providing to the Village thirty (30) days' notice of any such change.

If an officer has no earnings or insufficient earnings to cover the amount of the dues deduction the Chapter shall be responsible for the collection of that officer's dues. The Chapter agrees to refund to the officers any amount paid to the Chapter in error on account because of this dues deduction provision.

### **Section 2.2: Fair Share Deduction**

During the term of this Agreement, employees covered by the terms of this Agreement who are not members of the Chapter shall, commencing thirty (30) days after their employment or thirty (30) days after the effective date of this Agreement, whichever is later, pay a fair share fee to the Chapter for collective bargaining and labor agreement administration services rendered by the Chapter. Such fair share fees shall be deducted by the Employer from the earnings of non-members and remitted to the Chapter. The Chapter shall submit to the Employer a list of members covered by this agreement who are not members of the Chapter and an affidavit which specifies the amount of the fair share fee. The fair share fee shall not include contributions related to the election or support of any candidate for political office or for any member only benefit.

The Chapter agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in Chicago Teachers Union v. Hudson, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share payers.

### **Section 2.3: Employer Indemnification**

The Metropolitan Alliance of Police agrees to indemnify and hold harmless the Employer, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability, monetary or otherwise, that 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 or in reliance on any written deduction authorization furnished under this Article, unless the Village initiates or prosecutes such action.

**ARTICLE III**  
**CHAPTER REPRESENTATIVE RIGHTS**

**Section 3.1: Union Business**

The Village and/or Police Department agree that no covered employee shall be disciplined for performing routine Union business while on duty. Routine business shall include distribution of material, but, except as provided below, shall not include representation of employees, bargaining or other business. Covered employees shall not conduct any union business during working hours, which interferes with the normal operations of the Police Department. Two (2) employees, after giving appropriate notice to the Employer, shall be allowed reasonable time off with pay, and subject to interruption for duty assignments, to attend grievance hearings or grievance meetings, negotiations, or other meetings with the Employer, if by virtue of their position with the Union, their attendance is necessary.

**Section 3.2: Attendance at Meetings and Seminars**

The Employer agrees that the officially recognized local Chapter representatives, up to a maximum of two (2) employees, shall be permitted to arrange for duty trades or be permitted to use available time off options to attend meetings of the local Chapter, provided that at least forty-eight (48) hours' notice is given to the Employer. The Employer further agrees to allow Union representatives to arrange for duty trades or use available time off options to attend Union Meetings at the State or National level.

**ARTICLE IV**  
**MANAGEMENT RIGHTS**

**Section 4.1: Management Rights**

Except as specifically limited by the express written 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 both internally and externally to other police related assignments or functions; to maintain a capable and efficient police force; to establish specialty positions and select personnel to fill them; 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 require reasonable physical and mental fitness standards of employees; to establish performance standards for employees; to discipline, to suspend, and discharge employees for just cause in accordance with applicable law; to change or eliminate existing methods, equipment or facilities or introduce new ones; to determine training needs and assign employees to training; to determine work hours (shift hours); to determine internal investigation procedures; to take any and all actions as may be necessary to carry out the mission of the Village and the Police Department in the event of civil emergency, riots, civil disorders, tornado conditions, floods, etc., as may be declared by the Mayor, the Village Manager, Police Chief or their authorized designees; and to generally carry out the mission of the Village.



## **Section 4.2: Work Rules, General Orders and Regulations**

The Village may adopt, change or modify work rules, general orders, and regulations (“work rules”). The Village agrees to post or make available in the department a copy of its applicable work rules where such work rules exist in writing. Whenever the Village changes rules or issues new rules applicable to employees, the Union will be given at least seven (7) calendar days prior notice, absent emergency, before the effective date of the work rules in order that the Union may discuss such rules with the Village within that seven (7) day period before they become effective if the Union so requests. Notice to the Union shall be given by posting the proposed rule(s) on the Department bulletin board, by email delivery or by personal delivery to an authorized representative of the Union. On an annual basis, and at the time of any change in authorized representative, the Union shall provide the Police Chief and the Village Administrator with the names of its authorized representatives and grievance steward.

## **ARTICLE V NO STRIKE**

### **Section 5.1: No Strike Commitment**

Neither the Chapter nor any officer, agent or employee will instigate, promote, sponsor, engage in or condone any strike, sympathy strike, secondary boycott, slow down, speed up, sit down, concerted stoppage of work, concerted refusal to perform overtime, mass absenteeism or any other job action related to a labor dispute or other issue.

### **Section 5.2: No Lockout**

During the term of this Agreement, the Village shall not instigate a lockout over a dispute with the Chapter.

### **Section 5.3: Discipline of Strikers**

Any officer who violates the provisions of this Article may be subject to discipline up to, and including, discharge. Any action taken against an officer who participates in an action prohibited by this Article shall not be subject to the grievance procedure except that the issue of whether an employee in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

### **Section 5.4: General Provisions**

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. Each officer 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 Section 5.1 of this Article, the Chapter agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

### **Section 5.5: Judicial Restraint**

Nothing contained herein shall preclude either party from obtaining judicial restraint and damages in the event that either party violates this Article.

**ARTICLE VI**  
**CHAPTER RIGHTS**

The Village agrees that non-employee Union representatives shall have reasonable access to the premises of the Village during business hours with advance notice to the Chief of Police. Such visitation shall be for the reasons of administration of this Agreement or other reasonable Union business. The Chapter agrees that such activity shall not interfere with the normal work duties of the officers. The Village reserves the right to designate the time and meeting place of such meeting.

**ARTICLE VII**  
**DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE**

**Section 7.1: Definition of a Grievance**

A grievance is defined as a dispute between the Employer and an employee or the Chapter regarding the application, meaning or interpretation of this Agreement. Matters coming under the jurisdiction of the Roselle Board of Fire and Police Commissioners shall not be grievable.

**Section 7.2: Representation**

Grievances may be processed by the employee or the Chapter on behalf of an employee or group of employees. The Chapter may have the grievant, or in the case of multiple grievants, up to three (3) grievants present at any step of the grievance procedure in accordance with Section 3.1; the grievant is entitled to Chapter representation at any step of the grievance procedure.

**Section 7.3: Procedure**

**STEP 1**

Any employee or Chapter representative who has a grievance shall submit the grievance, in writing, to his immediate supervisor on the form attached as Appendix A. The grievance shall contain a statement of facts and circumstances, the provision(s) of the agreement alleged to have been violated and the relief sought. All grievances shall be filed within ten (10) business days from the date of the occurrence of the event giving rise to the grievance or ten (10) business days from the date which the grievant could reasonably have learned of the circumstances which gave rise to the grievance. The supervisor shall investigate the grievance and may offer to discuss the grievance with the grievant and/or the Chapter at a mutually agreed upon time and date, to be scheduled and held within five (5) business days of receipt of the grievance. Thereafter, the supervisor shall render a written response to the grievant within five (5) business days after said meeting date. If the grievance is not timely filed at this step or any other step it shall be deemed waived. Any time period provided under the steps of the grievance procedure may be extended by mutual agreement.

## STEP 2

If the grievance is not settled at Step 1 and the Chapter or grievant wishes to appeal the grievance, it may appeal to the Chief of Police or his designee in writing within five (5) business days after receipt of the response at Step 1, or five (5) business days from when the response should have been received at Step 1. The grievant shall set forth the facts and circumstances and shall state the reason for believing that the grievance was improperly denied at Step 1. The Chief of Police or his designee shall then investigate the grievance, and if he deems it appropriate, will hold a meeting with the parties involved in the grievance at a reasonably convenient time, to be scheduled and held within five (5) business days of the receipt of the grievance at this Step. Thereafter, the Chief of Police or his designee shall render a written response to the grievant within five (5) business days after said meeting date.

## STEP 3

If the grievance is not settled at Step 2 and the grievant or the Chapter wishes to appeal the decision at Step 2, the grievance shall be submitted in writing to the Village Administrator within five (5) business days after receipt of the response at Step 2 or when a response should have been received at Step 2. The grievant shall set forth the facts and circumstances and shall state the reasons believing that the grievance was improperly denied at the previous step. The Village Administrator shall then investigate the grievance and may hold a meeting with the parties involved in the grievance at a reasonably convenient time, to be held within five (5) business days of receipt of the grievance at this Step. The Village Administrator shall render a written response to the grievant within five (5) business days after said meeting date or within 10 business days after receipt of the grievance if no meeting is held.

## STEP 4

If the Village Administrator does not provide a written response or if a written response is not satisfactory to the grievant, the Chapter may within ten (10) business days refer the matter to arbitration. If the parties mutually agree, more than one (1) grievance may be submitted to the arbitrator. A representative of the Village and the Chapter shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. Each party shall have the right to reject one (1) list in its entirety. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the Village and the Chapter. The order of striking shall be determined by coin flip. The person whose name remains on the list shall be the arbitrator. All arbitrators must be members in good standing of the National Academy of Arbitrators. The arbitrator shall be notified of his selection by a joint letter from the Village and the Chapter. The letter shall request the arbitrator to set a time and place for hearing the grievance subject to availability on the part of the Village and the Chapter. Hearings shall be conducted in the Village of Roselle unless otherwise mutually agreed.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator. The expenses and fees of arbitration and the cost of the hearing room shall be shared equally between the Village and the Chapter. The cost of arbitration shall include the arbitrator's fees, room cost and transcription costs.

The decision and award of the arbitrator shall be made within thirty (30) days following the end of the hearing or the submission of briefs, whichever is later and shall be final and binding on the parties involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall be without power to make

decisions contrary to, or inconsistent with, applicable federal or state law or applicable rules and regulations of federal or state agencies having the force and effect of law.

#### **Section 7.4: Completion of Assigned Task**

It is agreed and understood that any circumstance giving rise to a grievance shall not excuse a member of the bargaining unit from his or her responsibility to fulfill an order or directive.

#### **Section 7.5: Actions of Bargaining Unit Members**

No member of the bargaining unit who is serving in an acting capacity as a supervisor shall have authority to receive or respond to a grievance being submitted or processed in accordance with the procedures set forth in this section.

### **ARTICLE VIII** **SENIORITY**

#### **Section 8.1: Seniority Defined**

For employees who have been employed with the Village in another capacity, their total continuous service with the Village shall count in determining their accrued vacation and sick leave. For all other purposes seniority is defined as an employee's continuous length of full time service as a peace officer with the Employer. Seniority shall be used when determining layoffs, and in accordance with past practice, vacation/compensatory time preferences. Leaves exceeding thirty (30) days shall be deducted from the total accumulated days of full time service in determining seniority, except federal FMLA leave, military leaves or leaves resulting from duty related injuries (not to exceed eighteen (18) months) when not covered by pension. If hired on the same date, ranking on the eligibility list shall establish seniority, with the employee higher ranking being the most senior.

The Village will generate a seniority list setting forth the current seniority dates for all officers covered by this Agreement (Appendix B). Such lists will finally resolve all questions on seniority affecting employees covered by this Agreement. The list will be reviewed every January, and a copy will be provided to the Chapter of any revisions in the list.

The probationary period for new hires shall be eighteen (18) months from the date of hire and absences of five (5) or more consecutive days shall extend the probationary period for the same number of days.

#### **Section 8.2: Termination of Seniority**

Seniority and the employee relationship shall be terminated for all purposes if the employee:

- a) quits;
- b) is discharged;
- c) retires or is retired;
- d) falsifies the reason for a leave of absence;
- e) except under exigent circumstances fails to report to work at the conclusion of an authorized leave of absence or vacation or is absent for three (3) or more

- consecutive days without notifying the Village;
- f) is laid off and fails to report to work on the mutually agreed upon date after having been recalled;
- g) is laid off for a period in excess of two (2) years.

Nothing in this Section shall be construed to waive an employee's rights to contest discipline before the Village of Roselle Board of Fire and Police Commissioners pursuant to statute.

## **ARTICLE IX EMPLOYEE RIGHTS**

### **Section 9.1: Personal Assets**

Unless required by state or federal law, no employee shall be required or requested to disclose any item of his property, income, assets, source of income or assets, debts or personal or domestic expenditures (including those of any member of his family or household) unless such information is necessary in an internal investigation with regard to the employee's assets.

### **Section 9.2: Release of Information**

No employee's photograph or personal information will be disclosed by the Employer directly to the media at any time during the term of this contract, except in the course of official department business, and only when appropriate, unless the employee approves of such disclosure in advance of its release. Prohibited disclosures will also include an employee's home address and home telephone number.

### **Section 9.3: Testimony**

The Employer shall not compel an employee under investigation to speak to, testify before, or be questioned by the Board of Trustees or any committee or subsidiary board created by the Village of Roselle. The parties recognize that this clause does not include the Roselle Board of Fire and Police Commissioners.

### **Section 9.4: Investigation of Employee**

Whenever an allegation of misconduct concerning an officer has come to the attention of supervisory or command personnel and a meeting with an officer is called to question that officer concerning that allegation; and the purpose of the meeting is to discuss facts to determine whether a formal investigation shall be commenced, the officer shall be told the purpose of the meeting prior to commencement of the meeting. In addition, in any meeting called by command or supervisory personnel in whom an employee reasonably believes that discipline may result from the meeting, the employee may request that a representative of his choosing be present. Nothing in this Agreement shall preclude the applicability of the Uniform Peace Officer's Disciplinary Act as amended however the Act shall not be incorporated herein.

The Parties acknowledge and agree that the Village may obtain and install various items of equipment capable of monitoring department vehicle locations and monitoring and/or recording video and audio signals as permitted by law in Village vehicles and buildings. The Village agrees to inform employees of the location and capabilities of this equipment. Further, it is agreed that the audio and video recording devices and global positioning equipment will not be used as the sole basis for imposing disciplinary actions against employees.

## **ARTICLE X NON-DISCRIMINATION**

### **Section 10.1: Non-Discrimination**

The Village will continue to provide equal employment opportunity for all officers covered by this Agreement and will not discriminate in regard to color, race, sex, religion, age, disability or national origin. The Village will also not discriminate against officers as a result of membership in the Chapter. Grievances under this Article may be processed up to, but not including, arbitration. Officers dissatisfied with the grievance may seek redress from the appropriate administrative agency.

### **Section 10.2: Use of Masculine Pronoun**

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only and it is further understood that the masculine pronoun includes the feminine pronoun as well.

## **ARTICLE XI IMPASSE RESOLUTION**

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as may be amended from time to time (5 ILCS 315/14), or as may otherwise be mutually agreed.

## **ARTICLE XII LABOR-MANAGEMENT MEETINGS**

### **Section 12.1: Labor-Management Meetings**

The Chapter and the Employer mutually agree that in the interest of harmonious management and employee relations, it is desirable that quarterly meetings be held between local representatives (MAP Roselle Police Chapter #258 representatives as may be required) and responsible representatives of the Employer. If the parties mutually agree that a quarterly meeting is not necessary, the meeting will not be held. In addition, the parties mutually agree that additional meetings may be held if necessary. Such meetings may be requested by either party at least five (5) days in advance, and must be accompanied by a written agenda. Such meetings shall be limited to:

- a) discussions on the implementation and general administration of this agreement;
- b) a sharing of general information of interest to the parties;

- c) notifying the Chapter of changes in non-bargaining conditions of employment contemplated by the Employer which may affect officers.

**Section 12.2: Meetings Exclusive of Grievance Process**

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. 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 meetings.

**Section 12.3: Attendance at Labor-Management Meetings**

Attendance at labor-management meetings shall be voluntary on the officer's part. Officers attending such meetings shall be limited to four (4). The employer will release from duty without loss of pay not more than two (2) officers for the purpose of attending labor-management meetings. The officers who are released shall be subject to calls for duty and emergency assignments as needed. The remaining local representative may arrange for a duty trade or be allowed to exercise available time off options if scheduled to work when a labor-management meeting is scheduled. No officer shall receive overtime compensation for attending such meetings while off duty.

**ARTICLE XIII  
LAYOFF AND RECALL**

**Section 13.1: Layoff Procedure**

The Employer in its discretion shall determine when and whether layoffs are necessary. If the Employer so determines, officers covered by this Agreement will be laid off in accordance with their length of service with the Employer as provided in 65 ILCS 5/10-2.1-18. All officers and the Chapter shall receive notice in writing of the layoffs at least fifteen (15) days in advance of the effective date of the layoff. The Employer shall not hire or contract out other parties to perform the duties that only a peace officer may perform while there are bargaining unit members on layoff.

**Section 13.2: Recall**

Officers who are laid off shall be placed on a recall list for a minimum period of two (2) years. If there is a recall, officers who are still on the recall list shall be recalled in the reverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training. Officers who are eligible for recall shall be given notice thereof by Certified or Registered mail, return receipt requested, with a copy to the Chapter. The officer must notify the Chief of Police or his designee of his intention to return to work within fifteen (15) days after receiving a notice of recall. If an officer fails to timely respond to the recall notice his name shall be placed at the bottom of the recall list for the first failure to respond and shall be eliminated for any subsequent failure to respond, provided the recall requests are over thirty (30) days apart.

**ARTICLE XIV**  
**EMPLOYEE SECURITY**

**Section 14.1: Inspection of Files**

The employees shall be permitted to review their personnel and disciplinary files in accordance with the provisions of 820 ILCS 40/1, et. seq.

**Section 14.2: Use of Material**

Any information of an adverse employment nature which may be contained in any unfounded, exonerated or otherwise not sustained file shall not be used against the officer in any future proceedings.

Any record of summary punishment, i.e. oral or written reprimands, suspensions of one (1) or two (2) days which was issued by the Chief of Police, may be used for a period of time not to exceed two (2) years from the date of the incident and shall thereafter not be used to support or as evidence of adverse employment action. A suspension of three (3) to five (5) days which was issued by the Chief of Police may be used for a period of time not to exceed four (4) years from the date of the incident and shall thereafter not be used to support or as evidence of adverse employment action.

**ARTICLE XV**  
**INDEMNIFICATION**

**Section 15.1: Indemnification**

The Employer shall be responsible for, hold officers harmless from and pay for damages or monies which may be adjudged, assessed or otherwise levied against any officer covered by this Agreement pursuant to 65 ILCS 5/1-4-6.

**Section 15.2: Legal Representation**

Officers shall have legal representation by the Employer in any civil cause of action brought against an officer resulting from or arising out of the performance of duties, unless the officer commits an act of willful misconduct.

**Section 15.3: Officers to Cooperate**

Officers shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article.

**ARTICLE XVI**  
**SAFETY ISSUES**

No officer shall be required to use any equipment, which has been designated by the Village as subject to a disabling condition until that disabling condition has been corrected.



When an officer believes that an assigned department vehicle has a disabling defect or is in violation of the law the officer will notify a supervisor, complete required reports and follow the supervisor's direction relative to requesting repair, replacement or continued operation of said vehicle.

## **ARTICLE XVII** **BULLETIN BOARDS**

The Village will provide the Chapter with designated space on an available bulletin board or provide a bulletin board on a reasonable basis where none is available. The Chapter may post notices on the bulletin board provided, however, that such notices will not be inflammatory in nature.

The parties agree that they shall share the cost of purchasing a lockable bulletin board, the size of which shall be mutually agreed upon.

## **ARTICLE XVIII** **GENERAL PROVISIONS**

### **Section 18.1: Examination of Records**

The Chapter or a representative of the Chapter shall have the right upon written request to examine time sheets and other records pertaining to the computation of compensation of any officer whose pay is in dispute or any other written records of the officer pertaining to a specific grievance, at reasonable times with the officer's consent.

### **Section 18.2: Exposure to Diseases**

The Employer agrees to pay all reasonable expenses not covered by worker's compensation or by the existing health insurance plan for inoculation or immunization shots for employees or members of an employee's family when such becomes necessary as a result of said employee's exposure to contagious diseases where said employee has been exposed to said disease in the line of duty. The Employer retains the right to request that the employee submit reasonable documentation attesting that the employee has been exposed to the disease in the course of the employee's normal duties, or in the case of a family member, was transmitted from the employee who was exposed to the disease during his normal employment.

### **Section 18.3: Physical Fitness Testing Program**

Between the time of the execution of this Agreement by the parties and October 1, 2016, the parties agree to establish a joint committee to develop a Physical Fitness Testing Program. The committee should include a minimum of two representatives selected by the Union and two by the Village. In addition, upon written request of the Union to the Village Administrator or upon written request of the Village to the Union President, the parties agree to reopen this contract to negotiate the issue of a Physical Fitness Testing Program.

#### **Section 18.4: Fitness for Duty Examinations**

- a) Except for drug and alcohol testing provided for in this Agreement, no employee shall be required to submit to a fitness for duty examination without first being provided with a written order to do so. The written order shall be provided to the employee no less than twenty-four (24) hours prior to being required to submit to the examination. The written notice shall set forth the facts and inferences upon which the Village based its conclusion, reasonable suspicion or facts leading to a determination that a fitness for duty examination was necessary. Orders for such testing will not be given without reasonable cause.
- b) No employee shall be subject to any adverse employment action except for temporary reassignment or relief from duty, with pay, until the findings of the fitness for duty examination are delivered to the Village.
- c) A written copy of the findings of such fitness for duty examination shall be provided to the affected employee, once delivered to the Village, in a timely fashion.
- d) If an employee is determined to need additional testing to reach an initial determination or finding regarding his fitness for duty, then the employee shall remain on leave or reassignment until such additional testing is completely resolved and a fitness for duty determination is made. While on such temporary paid reassignment or leave from duty all other benefits associated with employment shall remain in full force and effect.
- e) Such reassignment or leave from duty shall be discontinued as soon as practical if the findings of the fitness for duty examination results in a finding that the officer is fit for duty without condition.
- f) In the event the officer is found unfit for duty and remedial recommendation(s) are made for a period not to exceed fifteen (15) calendar days, then the affected officer shall be allowed to remain on paid administrative leave or in the reassigned position for this time period. If the condition is a qualifying event for FMLA purposes, then the entire period will be considered Family Medical Leave time, including the period of time the employee was on paid administrative leave.
- g) In the event the officer is found unfit for duty and remedial recommendation(s) are made for a period exceeding fifteen (15) calendar days, then, after the fifteen (15) calendar days of reassignment or paid administrative leave, the affected officer shall be allowed to use accrued paid leave time or unpaid leave to accomplish any treatment necessary to make said officer fit for duty, up to the limits allowed by FMLA, this Agreement or Village policy.
- h) Nothing in this agreement precludes the Village from pursuing disciplinary action as it deems appropriate under the circumstances. In the event disciplinary action is taken, the officer retains all applicable statutory and contractual rights to contest the imposition of discipline.

#### **Section 18.5: Solicitation**

While the Village acknowledges that bargaining unit employees may conduct solicitation of Roselle merchants, residents or citizens, the Chapter agrees that no bargaining unit employee will solicit any person or entity for contributions on behalf of the Roselle Police Department or the Village. Bargaining unit members agree that the Village name, shield or insignia, communication systems, supplies and materials will not be used for solicitation purposes.

Solicitation by bargaining unit employees may not be done on work time. Bargaining unit employees agree that they will not use the words "Roselle Police Department" in their name or describe themselves as the "Village of Roselle." Bargaining unit members shall have the right to explain to the public, if necessary, that they are members of an organization providing collective bargaining, legal defense and other benefits to all patrol-rank police officers employed by the Village.

The foregoing shall not be construed as a prohibition of lawful solicitation efforts by bargaining unit members directed to the general public. Each party hereto agrees that they will comply with all applicable laws regarding solicitation.

This Agreement does not apply to the solicitation efforts of the Metropolitan Alliance of Police or any of its agents who are not bargaining unit employees.

### **Section 18.6: New Hire Agreement**

New hires shall be required to enter into a new hire reimbursement agreements as set forth in Appendix C attached hereto and made part hereof.

### **Section 18.7: Retirement Badge**

Within a reasonable period of time of an Officer's retirement from the Roselle Police Department, the Village of Roselle agrees that the Chief or his designee will provide to eligible retiring officers a retirement badge and identification card designating the officer as retired. To be eligible the officer must have served for at least twenty (20) years and be in good standing with no disciplinary issues being processed at the time of retirement.

## **ARTICLE XIX EMPLOYEE TESTING**

### **Section 19.1: Prohibitions**

Except in accordance with duty requirements, employees are prohibited from consuming or being under the influence of alcohol or illegal drugs during the course of the workday; failing to report to their supervisor any known adverse side-effects of medication or prescription drugs they are taking; and consuming, possessing, selling or purchasing illegal drugs at any time.

### **Section 19.2: Type of Testing**

(a) Reasonable Suspicion Testing. Where the Employer has reasonable suspicions to believe that the employee is under the influence of alcohol during the course of the workday, or illegal drugs at any time, the Employer has the right to require the employee to submit to alcohol or drug testing.

(b) Random Drug Testing. Once each calendar quarter, there will be a random selection of four MAP unit bargaining members.

Prior to the random selection of the personnel, there will be a review of the available personnel to determine which individuals would be unavailable for testing within the next 24-hour period (vacation, training, etc). Once that has been completed, computer badge numbers will be selected from receptacle by members of the bargaining units. After the numbers are selected, the personnel will be notified and directed to report to a medical facility designated by the Village within the next 24 hours.

The employee will identify all prescription and non-prescription drugs he or she is taking prior to providing a specimen for the technician. Personnel will be considered on duty during the test. At the designated medical facility a urinalysis test will be administered to screen for the following controlled substances.

- |                 |                 |              |
|-----------------|-----------------|--------------|
| 1. Marijuana    | 5. Opiates      | 9. Qualudes  |
| 2. Cocaine      | 6. Barbiturates | 10. Valium   |
| 3. Heroin       | 7. Codeine      | 11. Darvacet |
| 4. Amphetamines | 8. Methadone    |              |

The results will be returned to the Office of the Chief of Police who will be responsible for causing a copy to be mailed to the residence of each person tested. This process will be repeated once during each calendar quarter.

(c) Post-Accident/Injury: In the event an employee is in any on-duty accident or incurs any injury that involves any one or more of the following, the employee will be required and shall submit to an alcohol and drug test:

1. One or more deaths.
2. An injury to any person requiring medical treatment beyond first aid.
3. The employee was issued a citation for a moving traffic violation.
4. Actual or anticipated total loss of any motor vehicle.
5. Disabling damage to any motor vehicle or equipment requiring tow away.
6. Actual or anticipated property damage in excess of \$10,000.
7. Where a police officer or paramedic at the scene of an accident concludes the employee is impaired by alcohol or drugs.

(d) Post-Accident/Injury Alcohol Testing Procedures:

1. The employee must be readily available for the test or they will be deemed to have refused the test.
2. Whenever possible, post-accident testing shall be conducted within two (2) hours of the accident.
3. If testing is not administered within two (2) hours of the accident, the Employer must prepare and maintain a record stating all reasons the test was not promptly administered. If testing is not administered within eight (8) hours of the accident, the Employer shall cease attempts to administer an alcohol test.
4. An employee required to be tested under this Section is prohibited from consuming any alcohol for at least eight (8) hours following the accident or until after the breath alcohol test.

(e) Post-Accident/Injury Drug Testing Procedure:

1. The employee shall be readily available for the test or they will be deemed to have refused the test.

2. Post-accident drug testing shall be conducted within thirty-two (32) hours after the accident. If testing is not administered within thirty-two (32) hours of the accident, the Employer shall cease attempts to administer a drug test. If testing is not administered within thirty-two (32) hours of the accident, the Employer shall prepare and maintain a record stating all reasons the test was not administered as required.

In the event an employee is subject to drug and/or alcohol testing as a result of reasonable suspicion or post-accident/injury, the employee shall be driven by their supervisor to the Village's approved medical facility where the testing will occur. The supervisor shall stay with the employee until the test is completed. Once the test is completed, the supervisor shall arrange transportation to get the employee home.

For purposes of this section "on-duty" shall be defined as follows:

1. Any time an employee is being compensated by the Village or by any other entity for performing work on behalf of the Village or in which the Village is being reimbursed such compensation.
2. Anytime an employee covered by this agreement is traveling on behalf of the Village, i.e., training, investigations, whether using a Village-owned vehicle or their personal vehicle.

### **Section 19.3: Order to Take Test**

No employee shall be required to submit to testing without first being provided with a written notice of the order and a written authorization to test signed by a Deputy Chief or higher-ranking Officer. The Village shall provide to the employee within twenty-four (24) hours of being ordered to submit to testing with a written notice setting forth the facts and inferences upon which the Employer based its conclusion of reasonable suspicion. The employee shall have a reasonable amount of time to consult with a union representative prior to any questioning. Refusal to comply with the order to test may subject the employee to discipline, but the taking of the test shall not operate to waive any objections or rights the employee may have. No employee shall be subject to any adverse employment action, except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Such reassignment or relief from duty shall be discontinued immediately in the event of negative test results.

### **Section 19.4: Test to be Conducted**

(a) Where the Employer has reasonable suspicion to believe that the employee is under the influence of alcohol, the employee may consent to an initial breath alcohol screening at the police department.

(b) The Village shall use only a clinical laboratory or hospital facility that is licensed per the Illinois Clinical Laboratory Act, which laboratory shall comply with all NIDA standards. The Village shall establish a chain of custody procedure to insure the integrity of samples and test results and shall not permit the employee or other bargaining unit member to be a part of such chain. Sufficient samples shall be collected so as to permit an Employer's test and a subsequent test to be arranged at a facility of the employee's choosing. Employer drug testing shall be by gas chromatography, plus mass spectrometry (GCMS) or an equivalent scientifically accurate test. Confirmatory alcohol testing shall be by blood alcohol content testing processes.

### **Section 19.5: Results**

As to drug testing, the Village shall only be notified in the event that sample has tested positive for a particular drug on the Employer test and any information otherwise coming into the possession or knowledge of the Village (e.g., insurance billings) shall not be used in any manner or form adverse to the employee's interest. As to alcohol testing, test results showing an alcohol concentration of 0.01% or more (based on grams of alcohol per 100 milliliters of blood, shall be considered positive), the Village shall bear the burden of proof of establishing that concentrations less than 0.01% indicate the officer is under the influence in violation of this Article. The employee shall receive a copy of all test results, information, documents and other reports received by the Village.

### **Section 19.6: Right to Contest**

The union and/or the officer shall have the right to contest and/or grieve any aspect of any testing under this Agreement, including the right to test, the order, the authorization, the administration of the test, the significance or accuracy of the test, or the consequences of the test results (except matters coming under the jurisdiction of the Roselle Board of Fire and Police Commissioners shall not be grievable). Nothing herein shall waive or limit any rights employees may have concerning such tests that may arise outside this Agreement, which the employee may pursue with or without the Union.

### **Section 19.7: Voluntary Requests for Assistance**

No adverse employment action shall be taken in any manner or form against any employee who voluntarily seeks assistance for alcohol or drug related problems, other than the Employer may temporarily reassign an employee if he is then unfit for duty in his current assignment. The temporary reassignment is limited to a period of thirty (30) calendar days. Voluntary treatment shall not be a defense to the prohibitions in Section 1 of this Article. In order to preclude adverse employment action, any request for treatment must be sought from the Chief of Police, or his designee, before the Department has taken steps to initiate an investigation. All such requests shall be held strictly confidential and not released or used in any manner or forum contrary to the employee's interests.

### **Section 19.8: Discipline**

In the first instance an employee tests positive as defined above on a drug test for an illegal drug, the employee shall be subject to discipline, including discharge. In the first instance an employee tests positive on an alcohol test or a drug test for a prescription drug, the employee shall be subject to discipline, but not discharge, provided that the employee participates in an appropriate treatment program determined by his physician, discontinues his illegal use of prescription drugs or abuse of alcohol, and submits to random testing as directed by his counselors in an appropriate after-care program. Employees who do not comply with the conditions of this section, or who test positive for a second time, shall be subject to discipline, including discharge. Employees who are unfit to perform reasonable duties to which they may be assigned during the period of their treatment and after-care shall be permitted to take accumulated time off and then shall be afforded an unpaid leave of absence upon request for the period of counseling and after-care, subject to the approval of the Village Administrator. Such approval will not be unreasonably withheld.

**ARTICLE XX**  
**HOURS OF WORK AND OVERTIME**

**Section 20.1: Purpose of Article**

This Article is intended as a basis of calculating hours of work per day, per week, establishing a work cycle, overtime and overtime payments. This Article is not, however, a guarantee of hours of work per day, work period, month or year.

**Section 20.2: Work Schedules**

The Village shall post work schedules showing the shifts, work days and work hours, to which bargaining unit members are assigned. In the event that it becomes necessary to temporarily change the normal workday, workweek or work cycle of an employee, the affected employee(s) will be afforded at least seventy-two (72) hours' notice of the change, except in emergencies. There will be no more than two (2) changes per officer per work cycle, except in emergencies.

**Section 20.3: Hours of Work**

a) For officers assigned to one of the four (4) regular patrol shifts, unless changed in accordance with Section 20.2, the normal workday shall consist of twelve (12) consecutive hours of work, the current starting times of which are 6:00 a.m. and 6:00 p.m.

b) For officers not assigned to one of the four (4) regular patrol shifts, detective, D.A.R.E. officer, school resource officer, etc.), unless changed in accordance with Section 20.2, the normal work day shall consist of eight point four (8.4) or ten point five (10.5) consecutive hours of work as designated by the Chief of Police.

c) The Roselle Police Department hereby elects a work period of fourteen (14) days beginning on Wednesday and ending Tuesday under the provisions provided in Section 207(K) of the Fair Labor Standards Act. The normal work period shall consist of eighty-four (84) hours of work within the fourteen (14) day work period. The Village will not alter or adjust the normal work day or work period solely for the purpose of avoiding overtime payments or to limit individual employee's opportunity to work overtime.

d) In cases of illness, injury or other emergency reasonably anticipated to last for more than fourteen (14) days, the Village may take reasonable steps to adjust normal work days or work weeks for one (1) or more employees in order to maintain its level of service to the community without necessarily requiring the use of overtime.

e) Assignment to Investigations Section. Notwithstanding the foregoing, it is recognized that the normal workday of an employee assigned to the Investigation Section will necessarily vary depending on the needs of the Department and that, from time to time, it will be necessary to make changes in the employee's normal workday or work week without the need for prior notice to the Union.

f) Assignment as School Resource Officer (SRO). Notwithstanding the foregoing, it is recognized that the position of School Resource Officer has certain unique attributes that requires the officer to be readily available for duty during the school year as determined by Lake Park High School District 108. As such in recognition of the limitation on the use of earned benefit time over the course of the school year, SRO's will receive leave with pay during the

winter and spring break sessions. SRO's will also be given all school holidays off that are in common with Section 22.1 of this agreement. School only holidays, teacher institute days and snow days when the SRO is not required to report on campus will be considered normal work days and require the SRO to report to the Day Shift Watch Commander for assignment unless prior arrangements are made to use earned time off. Any and all other instances necessitating the SRO's attendance on campus over and above his/her normal work day will be considered overtime and compensated as such. SRO assignments during the summer break period are at the discretion of the Chief of Police with the understanding that the SRO will have preference on the use of accrued earned time off during the summer months.

#### **Section 20.4: Compensatory Time**

a) The Village agrees to grant compensatory time off in lieu of overtime payment at the Employee's discretion and at the same overtime rate. Employees may accumulate to a maximum of 480 hours of compensatory time throughout the year prior to being subject to the provisions in Section b below. Compensatory time off shall be granted at the Employee's request at such time and in such blocks as are mutually agreed between the Employee and his immediate supervisor. Permission to use compensatory time shall not be unreasonably denied if operational needs will not be adversely affected. The parties designate the hours of 2:00 p.m. to 10:00 p.m. as "peak hours" of operational needs for the purpose of the general denial of compensatory time off requests. Officers requesting use of compensatory time during "peak hours" may be denied, unless the use of compensatory time off will not result in the reduction of the shift below Village-established and posted minimums. In order to utilize compensatory time during "peak hours," an officer must call in one (1) hour prior to the start of shift to confirm that shift minimums will be met in his/her absence. When compensatory time off has been requested thirty (30) days prior to use, the employee shall not be required to remain on standby status.

b) Accumulated compensatory time in excess of 120 hours that is not taken by December 1, unless pre-scheduled and approved to be taken between December 1 and December 31, shall be paid to the affected employee at their regular rate of pay. Compensatory time payments shall be dispersed on a regularly scheduled payroll no later than December 15<sup>th</sup>. In the case that an employee is unable to take the pre-scheduled and approved time in December due to unforeseen circumstances and their compensatory time is in excess of 120 hours as of December 31, the employee shall be paid at their regular rate of pay for all hours in excess of 120 on the next regularly scheduled payroll in January.

#### **Section 20.5: Employee Training Hours / Compensation**

Employees required to attend training outside of the Village of Roselle, shall be compensated on a day for day basis for single eight (8) hour, full-day, classes. (Ex: An employee scheduled to work a twelve (12) hour day shall be compensated for twelve (12) hours of pay whether the training lasts twelve (12) hours or less. This 12 hours of compensation will be deemed to include employee's mileage and meals). For multi-day classes, work hours will be arranged to allow maximum usage of any scheduled work hours prior to incurring overtime. (Ex: an employee is scheduled to work two (2) shifts during a scheduled three eight (8) hour per day training seminar. No overtime would be incurred as both the scheduled shifts and the training times would equal twenty-four (24) hours. The Village will pay for employee's personal use of a vehicle at the IRS mileage rate for multi-day training events. If a multi-day training also requires overnight accommodations, the Village's travel policy which also addresses mileage and meal expenses will continue to be followed.)



Employees required to attend training inside the Village of Roselle, shall be required to account for the twelve (12) hours duty time. Should any inside training class end early, the employee(s) shall report to the on duty watch commander and be assigned work as necessary to offset for the total shortfall. (Work may consist of further training opportunities within the Village or other work as needed within their job assignment). Employees may use earned time off to make up any shortfall with the pre-approval of their supervisor or the approval of the on duty watch commander.

To assist the Department to facilitate training, employee's days off may be changed to accommodate the training schedule.

### **Section 20.6: No Pyramiding**

Compensation shall not be paid or compensatory time off taken more than once for the same hours under any provision of the Article or Agreement.

### **Section 20.7: Call Back**

The term "call back" is defined as an official assignment of work which does not immediately precede or follow any officer's regular scheduled working hours. Employees reporting back to work under the definitions of call back shall be compensated at a minimum of two (2) hours at the appropriate overtime rate or for the actual hours worked, whichever is greater. No call back shall be compensated unless such call back has been approved by a supervisor. The actual hours worked will begin when the officer reports to the police station.

### **Section 20.8: Court Time**

Employees required to attend court on their off-duty time will be compensated at the overtime rate or compensatory time off at the employee's option for a minimum of three (3) hours or the actual hours worked whichever is greater.

Employees required to remain on standby status for court and who are not subsequently required to attend court will be compensated at the overtime rate or compensatory time off at the employee's option for a minimum of two (2) hours for each incident of standby. This standby time is defined as the period of time in which calls from the DuPage County State's Attorney's office are received, and approved by the Department, to notify officers for court. If the officer has court scheduled during the afternoon of the on-call day only the court time will be paid. Employees who are required to attend a morning court call and are also on-call for Wheaton court in the afternoon of the same day will receive court time pay and court stand-by pay pursuant to this Section. NIPAS standby status will also be compensated by the use of standby time as defined in this section.

### **Section 20.9: Overtime Compensation**

All hours worked in excess of the normal eighty-four (84) hours within the work period shall be compensated at the overtime rate of time and one-half (1½) times the employees regular straight time hourly rate of pay or compensatory time equivalent (at the employee's option) for each overtime hour worked in excess of eighty-four (84) hours in a fourteen (14) day work period. For purposes of calculating overtime, all compensated hours shall be considered hours worked. Overtime pay shall be earned in fifteen (15) minute increments as provided by the Fair

Labor Standards Act (FLSA). All overtime shall be paid on the basis of the regular straight time hourly rate calculated by dividing the employee's annual salary by 2184 hours.

#### **Section 20.10: Overtime Assignments**

a) The Chief of Police or his designee(s) shall have the right to require overtime work and officers may not refuse overtime work. In those instances where it is necessary to hold an officer over from a prior shift or to call an officer in earlier on the next shift, the selection will be requested by seniority.

If no officer volunteers and it is necessary to order an officer to hold over or to report early the selection of the officer or officers shall be done on the basis of reverse seniority. When overtime opportunities arise, other than a holdover or an early call-in situation, the work shall be offered to the full time employees of the off-duty shifts in accordance with shift seniority and in accordance with practice. In the event that no officer volunteers the Village may then assign the overtime by inverse seniority by shift.

b) Except as provided in Section (e) below, advanced scheduled patrol overtime assignments shall be posted. Non-patrol personnel (detectives, DARE officer, SRO, etc.) cannot use their seniority preference over patrol personnel on such patrol overtime assignments, except that non-patrol officers can sign up by seniority after the closing date for any assignment which has not been filled. Non-patrol personnel shall not be subject to mandatory patrol overtime assignments except in case of emergency.

c) Except as provided in Section (e) below advanced scheduled non-patrol overtime assignments, such as special events, high-school overtime assignments and other similar details, shall be posted and available to all sworn officers by seniority.

d) In the event of necessary emergency overtime all sworn officers shall be subject to emergency callout.

e) Notwithstanding the above, work in progress shall not be interrupted unless at the Chief's or his designee's discretion. In addition, specific officers may be selected for specific assignments if they possess a special skill, ability or knowledge relevant to the assignment.

#### **Section 20.11: Duty Availability Allowance**

An officer assigned to be on-call and available by phone due to a specialty assignment, will be compensated with twelve (12) hours of compensatory time for each calendar quarter (i.e., January to March, April to June, July to September, October to December). In each instance where an officer fails to respond to a call and no reasonable excuse is provided, that officer shall have two (2) hours of compensatory time deducted from the foregoing amount.

#### **Section 20.12: Extra Duty Assignments**

Officers assigned to work extra duty assignments for the specific benefit of an outside agency or local business shall be compensated by the Village of Roselle and the Village of Roselle shall be reimbursed the cost of such assignment by the agency or local business for all hours worked. Compensation shall be at the rate of the Officer's overtime hourly rate of pay.

### **Section 20.13: Travel Time Compensation/Mileage Re-imbusement**

Mileage re-imbusement is paid to employees who use their personal vehicle at the rate per mile established from time to time by the Internal Revenue Service for the distance travelled either from the employee's departure from his / her home to the training site, or from the Police Department to the training site, whichever is less, for department authorized training. As set out in Section 20.5 there shall be no mileage re-imbusement for single full day (8 hour) training sessions.

It is agreed that for employees attending court mileage re-imbusement is paid from the employee's departure from the Police Station, and the distances to court having been pre-measured to be: 10 miles round trip to / from Glendale Heights Field Court; 22 miles round trip to / from Rolling Meadows (Cook County); and, 25 miles round trip to / from Wheaton House Court (DuPage County).

The Parties agree that, notwithstanding Section 20.5 of this agreement, all time spent traveling to / from authorized department training shall be paid at the affected officer's appropriate rate (i.e., one and one-half (1 ½) times the officer's regular straight time hourly rate of pay if the officer so qualifies for the overtime rate or the officer's straight-time rate if he/she does not). The Parties further agree that no compensation will be made for travel time or mileage reimbursement for training that takes place within the Village of Roselle. A Village assigned vehicle may be utilized for authorized training if approved by a supervisor, in which case no mileage re-imbusement shall be paid.

## **ARTICLE XXI** **SICK LEAVE**

### **Section 21.1: Sick Leave**

a) Employees shall accumulate sick leave at the rate of eight (8) hours for each full month of service. Sick leave may be used for illness, injury, disability or medical appointments which cannot be made on off-duty hours. Sick leave may also be used for an illness or injury, in the immediate family which requires the employee to remain at home except such use of sick leave shall be only on an emergency or temporary basis. For family illness or injury, employees are to provide for other care as soon as practical. New employees shall not be eligible for paid sick leave until thirty (30) days from the date of hire. Sick leave will be paid in increments of one (1) hour. Any use of sick leave will be rounded up to nearest whole hour.

b) An employee unable to report to work shall contact his immediate supervisor at the earliest opportunity. Shift personnel shall report any need for sick leave no later than ninety (90) minutes prior to their scheduled starting time. If the absence is longer than one (1) day, the employee shall keep the supervisor informed of the condition and anticipated return to work date. At the discretion of the Chief of Police, employees absent for more than three (3) consecutive days or employees absent for more than four (4) occurrences in a calendar year may be required to submit a statement from a physician verifying the illness and fitness to return to duty. If the condition of an employee is in question, the Village Administrator may require a physical exam at the expense of the Village.

c) The use of sick leave is intended only for legitimate reasons as outlined in this Section. If the purpose for time off fits within the permitted sick leave uses, the employee must first use available sick leave before any other leave. In accordance with provisions of the Village's Personnel Policy Manual on family and medical leave, all bargaining unit members are entitled to use sick time for the day of the childbirth and the day the newborn child is released from the hospital to the home. In extenuating circumstances bargaining unit members shall be entitled to request the use up to forty (40) hours of unused accrued sick leave for the birth and care of their newborn child. Should a bargaining unit member need to utilize unused accrued sick leave in excess of 40 hours, the Village may require a physician's note detailing why the employee needs to remain away from work for the birth and care of their newborn child. Nothing in the Village's Personnel Manual or this collective bargaining agreement shall prevent an employee from requesting use of other accrued paid time off options for the birth and care of their newborn child.

d) Any abuse of the sick leave policy shall result in non-payment of sick leave benefits and shall be grounds for disciplinary action, subject to the grievance procedure. Abuse of sick leave shall include, but not be limited to the following:

- a. failure to notify supervisor of absence or condition;
- b. failure to provide documentation as required;
- c. continued patterns of absences subsequent to or following regularly scheduled off-days; or
- d. continued patterns of absences on days subsequent to or following holidays or vacation days.

e) In addition, paid sick leave will not be granted to any employee during the last two (2) weeks of employment unless verification is received from a physician that the employee was physically unable to work.

f) An employee with more than one (1) year of service may be advanced sick leave if all paid time off options have been exhausted. Such an advance shall be determined and approved by the Village Administrator. If an employee terminates with a negative sick leave balance, such amount will be deducted from the final paycheck.

**Section 21.2: Sick Leave Buyback**

Employees shall be compensated annually for a portion of unused sick leave. Sick leave compensation will be based upon the amount of accrued sick leave during the calendar year. Such compensation will be paid in February prior to the fifteenth (15<sup>th</sup>) day of the month according to the following schedule for employees with a date of hire before January 1, 2013:

<u>Sick Leave accrued as of the final payroll period paid in December</u>	<u>Unused Sick Leave Compensation</u>
Less than 480 hours	No compensation.
480 hours up to 959 hours	50% of salary of sick days earned and not used during prior year.
960 hour Cap	100% of salary of sick days earned and not used during prior year.

Employees with a date of hire of January 1, 2013 or later shall be paid according to the following schedule:

<u>Sick Leave accrued as of the final payroll period paid in December</u>	<u>Unused Sick Leave Compensation</u>
Less than 480 hours	No Compensation
480 hours to 959 hours	25% of sick hours earned and not used during prior year (remaining unused hours are carried over and retained.)
960 or more hours	50% of sick hours earned and not used during prior year (remaining unused hours are not carried over and therefore lost.)

If an employee terminates employment with the Village prior to receiving unused sick leave compensation, such compensation will be paid on the last paycheck, pro-rated according to the schedule herein, provided the proper two (2) weeks written notice is given.

Upon retirement, those employees with at least twenty (20) years of service may elect to receive compensation of up to one-half ( $\frac{1}{2}$ ) of their accumulated sick leave up to a maximum of nine hundred and sixty (960) hours. For example, an employee retiring with the maximum of nine hundred and sixty (960) hours of accumulated sick leave may receive compensation for no more than four hundred and eighty (480) hours. This benefit, however, shall not be available to individuals retiring on a disability pension.

Employees with more than nine hundred and sixty (960) hours of accumulated sick leave as of January 1, 2009 will have their personal cap locked as of that date to the amount of sick leave accrued. They shall continue to be compensated pursuant to the buy back schedule above and retain all accrued sick leave over the nine hundred and sixty (960) hours until used in accordance with the provisions of this agreement. Upon retirement they shall be compensated in the manner proscribed above to a maximum of up to one-half ( $\frac{1}{2}$ ) of their accumulated sick leave up to the maximum cap of nine hundred and sixty (960) hours.

### **Section 21.3: Preservation of Sick Leave Benefits**

The parties agree this Section 21.3 shall survive the expiration of this Agreement and shall be applied in the successor to this Agreement. Any proposals to change the benefits or language as set forth in this Article XXI regarding employees hired prior to January 1, 2013, shall be permissive subjects of bargaining, that is, neither party shall be obligated to bargain with the other regarding changes to the Article referenced herein. This Section 21.3 shall survive and shall be made part of each and every collective bargaining agreement until all employees hired before January 1, 2013 are no longer part of the bargaining unit (e.g., have retired, have been promoted out of the bargaining unit, have terminated their employment). Furthermore, this Section 21.3 shall not be changed or modified in any way unless the majority of the employees hired prior to January 1, 2013 have agreed to the change.

**ARTICLE XXII**  
**HOLIDAYS AND PERSONAL DAYS**

**Section 22.1: Holidays**

The following holidays shall be recognized and observed as paid holidays for the purposes of this Section:

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

**Section 22.2: Personal Holidays**

A minimum of two (2) personal holidays will be afforded to officers during each calendar year. Personal Days are defined as the amount of hours worked by that employee in a day he/she is regularly scheduled to work. Personal holidays shall be taken at the discretion of the officer provided that the scheduled days are approved by the designated supervisor. Officers must request personal holidays at least seven (7) days in advance, whenever possible, and personal holidays shall be taken in no less than one-half (½) day increments. Personal holidays must be utilized within the calendar year and cannot be accumulated or reimbursed in a form of an extra day of pay. Any personal holiday not utilized prior to December 31, or prior to an employee's termination or notice of resignation, is to be considered lost. Employees shall not be eligible to receive personal holidays until they have completed six (6) months of continuous service.

**Section 22.3: Holiday Compensation**

a) It is acknowledged that the nature of police work necessarily requires many employees to work on holidays. Therefore, in lieu of receiving the holidays off, employees who do not receive the day off because it is a holiday, shall receive annually holiday compensation equal to eight hours straight time pay for each of the recognized holidays. In accordance with past practice, the holidays named in Section 22.1 shall be paid out as eight hours each at the employee's regular rate of pay. Each holiday shall be paid out on the payroll check covering when the holiday occurs.

b) In addition to their annual holiday compensation, employees who work overtime on a holiday listed in Section c below shall receive compensation for all hours worked at their overtime rate of pay plus an additional half time for each hour worked.

c) In addition, employees who work as part of their regular duty assignment on the following holidays: Thanksgiving Day, Day after Thanksgiving, Christmas Eve and Christmas Day shall be compensated at a rate of time and one-half for all hours worked on their shift which occur on the holiday. A holiday is considered a 24-hour period commencing at midnight of the day.

**ARTICLE XXIII**  
**LEAVES OF ABSENCE**

**Section 23.1: Bereavement Leave**

The Employer agrees to provide officers a leave of absence without loss of pay or benefits, as a result of a death in the officer's family. Such leave shall be for a period of up to three (3) days and may be extended by the Village Administrator upon request, for exceptional circumstances. For purposes of this Section, family shall be defined as:

Parents (including in-law and step), grandparents, spouse, children (including step), brothers and sisters (including in-law, step and half), grandchildren, and guardian.

**Section 23.2: Injury Leave**

Officers shall be entitled to the benefits of 5 ILCS 345/1 et.seq. for any disabilities arising out of injuries in the line of duty. In addition, officers shall continue to receive hospitalization, dental and life insurance in accordance with the applicable provisions of this Agreement, during the time period the employee receives benefits pursuant to 5 ILCS 345/1 et seq.

**Section 23.3: Vacations**

Vacation days are earned on a monthly basis according to the following accrual schedule for employees hired prior to January 1, 2013:

<u>Length of Service</u>	<u>Vacation</u>
Less than 5 years	Eighty (80) hours per year (3.08 hours per payroll)
Upon reaching 5 <sup>th</sup> anniversary employment date	One hundred twenty (120) hours per year (4.62 hours per payroll)
Upon reaching 12 <sup>th</sup> anniversary employment date	One hundred and thirty-six (136) hours per year (5.23 hours per payroll)
Upon reaching 15 <sup>th</sup> anniversary employment date	One hundred sixty (160) hours per year (6.15 hours per payroll)
Upon reaching 20 <sup>th</sup> anniversary employment date	Two hundred (200) hours per year (7.69) hours per payroll

All employees with a date of hire of January 1, 2013 or later shall earn vacation time according to the following accrual schedule:

<u>Length of Service</u>	<u>Vacation Hours</u>
Less than 5 years	Eighty (80) hours per year (3.08 hours per payroll)
Upon reaching 5 <sup>th</sup> anniversary employment date	One hundred twenty (120) hours per year (4.62 hours per pay roll)
Upon reaching 12 <sup>th</sup> anniversary employment date	One hundred and thirty-six (136) hours per year (5.23 hours per payroll)

Upon reach 15 <sup>th</sup> anniversary employment date	One hundred sixty (160) hours per year (6.15 hours per payroll)
Upon reaching 25 <sup>th</sup> anniversary employment date	Two hundred (200) hours per year (7.69 hours per payroll)

a) In accordance with past practice, employees will make their annual vacation selections on the basis of shift seniority by a due date determined by the Chief of Police. Employees will be limited in the annual pick to the amount of time that they accrue in that calendar year. Vacation time may be requested at any time on a first come basis after the date; however, requests for vacation time of five (5) or more consecutive work days shall be made no later than thirty (30) days in advance, except under special circumstances. An officer's vacation request is subject to the approval of the Chief of Police or his designee; such approval shall not be unreasonably withheld. Once such approval is obtained, a subsequent vacation request from a more senior officer shall not supersede the approved vacation of a junior officer.

b) The parties agree that pursuant to past practice there are certain operational periods that may be blocked out and unavailable for vacation requests due to operational needs of the department (i.e.: Rose Parade, Family Fest, Fourth of July, and Taste of Roselle). These periods will be determined by the Chief of Police in advance prior to the start of the current calendar year and posted on the electronic schedule. Pursuant to request, one member of the bargaining unit may be allowed to take vacation during those time periods. The final determination of the request will be made by the Chief of Police.

c) The parties agree that officers shall submit in writing, in the manner prescribed by the Department, requests for time off, including but not limited to vacation (other than the annual vacation pick process), compensatory, holiday and personal time. Upon receipt of a written request, the Village shall respond to the requesting officer, in writing within 14 days from the date the request was first received by the supervisor to whom the request was directed. Should the officer not receive a written response within 10 days by way of posting approved time off on the electronic computerized schedule software or in written form, the officer shall, in writing, again request a written response by the Village and deliver that request to the supervisor to whom the first request was made with a copy to the Deputy Chief of Operations. In the event the officer has complied with the above procedures and the Village fails to respond to the request by the 14<sup>th</sup> day from the original request, the officer shall presume that the request was denied and shall report to work and the affected officer shall receive one hour of compensatory time for each day he originally requested off.

d) Upon normal circumstances, an employee is expected and encouraged to take an annual vacation. As of December 31<sup>st</sup> of each year, an employee shall not be allowed to have accumulated unused vacation time exceeding 84 hours. Any unused vacation hours exceeding the 84 hour limit shall be lost effective January 1<sup>st</sup> of the following year.

e) No officer shall be eligible to receive a paid vacation until the completion of twelve (12) months of employment unless otherwise authorized by the Village Administrator. If an employee terminates employment after twelve (12) months service, and proper two (2) week notice is given, the amount of unused vacation time will be reimbursed in the final paycheck.



#### **Section 23.4: Preservation of Vacation Leave Benefits**

The parties agree this Section 23.4 shall survive the expiration of this Agreement and shall be applied in the successor to this Agreement. Any proposals to change the benefits or language as set forth in this Section regarding employees hired prior to January 1, 2013, shall be permissive subjects of bargaining, that is, neither party shall be obligated to bargain with the other regarding changes to the Article referenced herein. This Section 23.4 shall survive and shall be made part of each and every collective bargaining agreement until all employees hired before January 1, 2013 are no longer part of the bargaining unit (e.g., have retired, have been promoted out of the bargaining unit, have terminated their employment). Furthermore, this Section 23.4 shall not be changed or modified in any way unless the majority of the employees hired prior to January 1, 2013 have agreed to the change.

#### **Section 23.5: Jury Duty**

Jury duty will be afforded to officers upon presentation of proper documentation. The Village will pay the officer's regular compensation minus all jury pay excluding transportation expenses. Upon being refused from jury duty, officers must report to work if released from duty during the regular assigned hours of work.

#### **Section 23.6: Light Duty**

Employees who are physically unable to perform their normal job duties may be placed on light duty assignments if the Chief determines that there is a light duty assignment available at the time and the employee receives a medical release from his physician to perform such assignment. The length of time of such leave shall be within the discretion of the Chief of Police.

#### **Section 23.7: Military Leave**

Officers will be entitled to all benefits provided by Federal or State laws relating to military leave.

### **ARTICLE XXIV EDUCATIONAL PROGRAM**

#### **Section 24.1: Education Reimbursement**

The Village of Roselle encourages its employees to continue their education and, therefore, offers education reimbursement to its full-time employees. New employees shall not be eligible to participate in this program until after the successful completion of their probationary period. Employees who enroll in a course at a university, college or community college, accredited by an agency on the Department of Education's (DOE) accreditation agency list and receive a minimum grade of "C" (or its numerical equivalent) for undergraduate level courses or a minimum grade of "B" (or its numerical equivalent) for graduate level courses shall be eligible for reimbursement. Education reimbursement is limited to actual tuition, books, and educational material fees for a specific course as listed on the employee's statement from the institution attended.

Education reimbursements are granted on a first come, first served basis subject to a bargaining unit maximum of \$20,000.00 per fiscal year. If two or more requests are received on the same

day and the requested reimbursements would exceed the bargaining unit cap, each employee will be reimbursed at an equal amount up to the bargaining unit cap. The Village's budget fiscal year begins on January 1 and ends on December 31.

#### Undergraduate or Graduate Level Course Guidelines

- Courses of direct benefit to the Village or serve as a graduation requirement to obtain an accredited undergraduate or graduate degree shall be reimbursed at 100%.
- Courses of indirect benefit to the Village shall be reimbursed on a first come, first serve basis at 50%.
- Courses of no benefit to the Village shall not be reimbursed.
- Reimbursement for a combination of graduate and undergraduate level courses shall not exceed \$3,000.00 per employee per budget fiscal year, except as provided below.
- After November 1<sup>st</sup> of each year, employees with approved application(s) eligible for reimbursement in a total amount that is greater than \$3,000.00 are eligible to receive up to an additional \$3,000.00 in education reimbursement per fiscal year. If the total additional reimbursements exceed the \$20,000.00 unit cap, each employee will be reimbursed at an equal amount up to the bargaining unit cap. Any additional reimbursement will be paid to employees upon the Village receiving all tuition receipts and grade reports, but no later than February 1<sup>st</sup> of the following fiscal year. Additional reimbursements paid to employees after December 31<sup>st</sup> shall be applied to the previous fiscal year cap.

If tuition is paid in part or fully by any other agency or organization, the amount of Village reimbursement will be modified in direct relation to such payment.

In order to receive reimbursement, a completed "Education Reimbursement Application" must be submitted to the Department Head. Approval must be obtained from both the Department Head and Village Administrator prior to the start of the course.

All Village education reimbursement applications and records are maintained in the Village Administrator's office.

For each \$1,000 reimbursement, participating employees are required to remain employed by the Village for a period of six (6) months. The calculation of time owed to the Village shall begin from the date the course was completed. The calculations of time owed to the Village for subsequent courses shall be made from the expiration date of the previous time obligation, or the completion date of the most recent course, whichever is later.

#### **Section 24.2: Educational Leave Time**

Officers who are attending courses of continued education shall be afforded the opportunity to occasionally change shifts or make other arrangements so that they may attend their courses.

### **ARTICLE XXV UNIFORM ALLOWANCE**

#### **Section 25.1: Uniform Compensation**

The Employer agrees to maintain the uniform and clothing allowance system, which is currently in existence. The current system is identified as a quartermaster system and shall be

maintained as determined by the Chief of Police. In addition, the Employer agrees to provide a bulletproof vest for each employee, and replacement panels as required by the manufacturer, at no expense to the employee.

Officers assigned to the position of detective shall receive an annual clothing allowance in the amount of five hundred dollars (\$500.00) to be paid in two equal installments each year.

### **Section 25.2: Replacement of Damaged Clothing**

The Employer agrees to replace the clothing of any officer when such clothing is damaged during the performance of an officer's duty and the damage was not occasioned by the negligence of the officer. In the event of plain clothes, the Village's obligation to replace is limited to the dollar amount of the corresponding article of an officer's uniform. Officers requesting such replacement must document the incident giving rise to the request to the Chief of Police.

The Village agrees to repair, or replace as necessary, an officer's eyeglasses, contact lenses, prescription sunglasses, watch or other items of personal property if such are damaged or broken while being worn by the officer during the course of the officer's duties and the officer is required to exert physical force or is attacked. Such incidents are to be documented with the employee's immediate supervisor, and the Village's obligation is limited to one hundred fifty dollars (\$150.00) per incident, with the exception that repair or replacement of prescriptive eyewear will be reimbursed at replacement value up to a maximum of \$300.00 per incident.

## **ARTICLE XXVI INSURANCE**

### **Section 26.1: Health and Dental Insurance**

The Employer agrees to provide group health and dental insurance at a level of benefits equal to that provided for other full-time Village employees provided the benefits remain substantially similar to those offered by the Village's current plans. The Employer may change the program provider once annually so long as the benefits remain substantially similar to that being currently provided through the present plan and they will consult with the President of the bargaining unit and present the new insurance plan prior to entering into any new insurance agreements. The parties recognize that no two programs provide identical coverage.

### **Section 26.2: Insurance Costs**

- a. Employee-only Coverage for HMO or PPO Plan: Employee Contributions  
90% Village contribution  
10% Employee contribution
- b. Dependent Coverage – In addition to the amounts listed above for employee coverage, the Village will pay 80% and employee will pay 20% of the cost for dependent coverage

### **Section 26.3: Death in the Line of Duty**

Should an employee die while performing the duties of a police officer, the Village shall reimburse the survivors of said officer ten thousand dollars (\$10,000.00) for immediate relief.

Nothing in this Section shall infringe upon or limit any statutory death benefits due an affected police officer or his/her survivors.

**Section 26.4: Life Insurance**

The Employer agrees to provide employee with life insurance in an amount equal to the employee's annual base salary rounded up to the nearest one thousand dollars (\$1,000.00) as of January 1 of each year of the contract.

**Section 26.5: Survivors Insurance Benefits**

In the event that an officer is killed in the line of duty, the Village agrees to continue to provide family coverage for the officer's surviving spouse and / or dependents pursuant to statutory provisions then in effect.

**ARTICLE XXVII  
WAGES**

**Section 27.1: Wages**

Officers with a date of hire before January 1, 2013 shall be paid in accordance with the wage scale set forth in Appendix D attached hereto. Officers with a date of hire of January 1, 2013 or later shall be paid in accordance with the wage scale set forth in Appendix E attached hereto.

**Section 27.2: Pay Progression**

Employees paid in accordance with Appendix D will be eligible to move to the next higher step on the pay scale annually on the anniversary of their date of hire. However, employees paid in accordance with Appendix E will be eligible to move from Step 1 to Step 2 after successful completion of the Department's Field Training and Evaluation Program; will be eligible to move from Step 2 to Step 3 on the second anniversary of their date of hire; and thereafter will be eligible to move to the next higher step on the pay scale annually on the anniversary of their date of hire. Movement from one step to the next will occur only if the employee receives a "Meets Standards" or better evaluation during the annual review. Employees who receive an evaluation "Below Standards" shall have a ninety (90) day period in which to correct any deficiencies and possibly earn the appropriate next step. If, at that time, the next step is earned it will not be retroactive, but will be effective at the end of the ninety (90) day period. Progression to the next step may be denied indefinitely to any employee who receives an "Unsatisfactory" evaluation. Only employees receiving a "Below Standards" or "Unsatisfactory" evaluation may grieve beyond Step 2. In the event that the grievance proceeds to arbitration, the employee's burden of proof shall be that the evaluation was unreasonable under the circumstances. A copy of the evaluation system shall be provided to all members covered by this agreement at least sixty (60) days prior to implementation. Upon reaching the top step, an employee will cease to be eligible for step increases.

**Section 27.3: Detective Pay**

All covered officers assigned to detective positions shall have their annual wages increased by \$1,500 per year for the period so assigned.

**Section 27.4: Officer in Charge Pay/FTO Pay**

Officers assigned to act as an Officer in Charge who serves in that capacity at least four (4) hours shall receive one (1) additional hour of pay at their regular hourly rate as compensation for such service

Field Training Officers trained and assigned to act as Field Training Officers shall receive one (1) additional hour of pay at the regular hourly rate for each complete shift in which they serve in that capacity with a new officer.

**ARTICLE XXVIII  
SAVINGS CLAUSE**

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

**ARTICLE XXIX  
ENTIRE AGREEMENT**

This Agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining between the parties for the contract's term, including any rights to impact bargaining. 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 contract, it may be changed by the Employer as provided in the Management Rights clause. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law or ordinance from the area of collective bargaining and that the understandings and agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**ARTICLE XXX  
DURATION**

**Section 30.1: Term of Agreement**

This Agreement shall be effective January 1, 2016 and shall remain in full force and effect until December 31, 2019. It shall continue in effect from year to year thereafter unless a notice of demand to bargain is given in writing by Certified Mail by either party no earlier than one hundred twenty (120) days preceding expiration. The notice referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

**Section 30.2: Continuing Effect**

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse Procedures are continuing for a new Agreement or part thereof between the parties.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

FOR THE EMPLOYER:

FOR METROPOLITAN ALLIANCE  
OF POLICE:

\_\_\_\_\_  
Gayle A. Smolinski, Mayor

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

\_\_\_\_\_  
Robert Liebich, President  
MAP Chapter #258

ATTEST: \_\_\_\_\_  
Village Clerk

**APPENDIX A**  
**GRIEVANCE FORM**

**APPENDIX B**  
**SENIORITY LIST**



	<b>Last Name</b>	<b>First Name</b>	<b>Badge Number</b>	<b>Hire Date</b>
1	Onion	Heidi	174	6/22/1994
2	Fortuna	Joel	175	9/21/1994
3	Oden	Douglas	177	10/5/1994
4	Cotton	David	176	10/5/1994
5	Stopka	Patrick	178	12/11/1995
6	Liebich	Robert	183	3/24/1997
7	Hartman	Wade	194	1/6/2003
8	Bata	Rachel	196	9/22/2003
9	Schmidt	Matthew	199	9/12/2005
10	Cantu	Diana	303	10/20/2005
11	Gates	Robert	304	10/16/2006
12	Brandt	Andrew	305	10/16/2006
13	Nudera	James	307	1/21/2008
14	Cotton	Jennifer	308	3/31/2008
15	Schwytzer	Christopher	309	6/30/2008
16	Sarra	Robert	310	7/28/2008
17	Forrest	Ryan	311	1/6/2013
18	Genetski	Angela	312	4/8/2013
19	Stanish	Kyle	314	1/6/2014
20	Rivera	John	315	1/6/2014
21	Dalal	Khaled	316	7/7/2014
22	Gremпка	Patrick	318	6/29/2015
23	Wajda	Agnieszka		4/4/2016





**APPENDIX C**  
**VILLAGE OF ROSELLE POLICE DEPARTMENT**  
**POLICE OFFICER EMPLOYMENT AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Village of Roselle, a municipal corporation, (hereinafter referred to as "Department"), and \_\_\_\_\_ (hereinafter referred to as "Employee").

WHEREAS, The Village of Roselle, as one of its governmental functions, maintains a police department known as the Roselle Police Department; and,

WHEREAS the Employee has been hired by the Department as a full-time police officer, and,

WHEREAS, the Employee is required to undergo and satisfactorily complete training at an academy approved by the Illinois Enforcement Training Standards Board and will paid a salary during the academy; and,

WHEREAS, the Department will incur substantial costs for tuition and other items as direct and indirect results of hiring the Employee as a full-time police officer and providing the training requisite therefore; and,

WHEREAS, the Department will incur additional costs for uniforms, a bullet-resistant vest, leather gear and other items of uniforms and equipment (hereinafter referred to as "Equipment") as a result of hiring the Employee; and,

WHEREAS, additional on-the-job training will be given to the Employee by the Department as an on-going process, especially during the first year, due to the employment by the Department as a full-time police officer; and,

WHEREAS, the Department, as a benefit of its bargain with the Employee, expects to receive from the applicant at least three (3) years' service as a full-time police officer from the time the Employee successfully completes the Department's field training program, thereby recouping, in the third and any subsequent years of service, the substantial expense and effort incurred by the Department in the formal and on-the-job training of the Employee, along with uniforms and equipment costs; and,

WHEREAS, it is expected by the parties hereto that such training will benefit the Employee both in employment by the Department and in any other future employment the Employee might seek in the field of law enforcement; and,

WHEREAS, the Department will suffer substantial detriment if the Employee should take employment elsewhere during a period of three (3) years following the Employee's completion of field training with the Department.

Now, THEREFORE, in consideration of these premises, it is hereby agreed by and between the parties as follows:

1. The Employee agrees to undertake and graduate from a training academy approved by the Illinois Law Enforcement Training Standards Board, to successfully complete the Department's field training program, to successfully complete the prescribed probationary period and thereafter to serve as a full-time police officer for the Department, devoting full-time thereto and performing all assignments in a satisfactory manner.
2. The Department agrees to provide the Employee, with law enforcement academy training approved by the Illinois Law Enforcement Training Standards Board together with field training and such other and further training and equipment in the police field as the Department customarily makes available to its full-time police officers; and to pay the Employee a salary during and subsequent to training during the period of employment as a full-time police officer.
3. In the event the Employee: 1) Resigns as a full-time police officer of the Department prior to the expiration of three (3) years from the successful completion of the Department's field training program, and, within a period of one (1) year thereafter, should begin a training program or employment of any nature with any Federal, State, County or unit of local government law enforcement agency, or 2) Fails to graduate from the Basic Law Enforcement training, or 3) Resigns during the Basic Law Enforcement training or the subsequent field training program, the Employee will repay to the Village of Roselle, as a portion of the benefits and detriments bargained for in this Employment Agreement, a proportional amount of the sum of **\$ xx,xxx.xx** itemized in Schedule "A" as determined with reference to the following table:

<b>Completed Months of Service</b>	<b>Percentage of Costs to be Repaid</b>	<b>Amount</b>
Less than Three	100%	\$ 0
Three	92%	\$ 0
Six	83%	\$ 0
Nine	75%	\$ 0
Twelve	67%	\$ 0
Fifteen	58%	\$ 0
Eighteen	50%	\$ 0
Twenty-one	42%	\$ 0
Twenty-four	33%	\$ 0
Twenty-seven	25%	\$ 0
Thirty	17%	\$ 0
Thirty-three	8%	\$ 0
Thirty-six	0%	\$ 0

4. The sum set out in Paragraph 3, of which proportional amounts will be due from the Employee under the conditions set forth in Paragraph 3, is agreed between the parties as being the costs to the Village of Roselle, both direct and indirect, in providing training and necessary equipment to the Employee.

5. If the Department feels the Employee is performing at a level below acceptable standards during the Field Training and Evaluation Program and moves to terminate the Employee's employment, or the Employee resigns in lieu of termination, the Department can seek approval from the Village Administrator to waive some or all of the costs to be repaid to the Village pursuant to this Agreement.
  
6. In the event the Employee shall owe funds to the Village in accordance with the provisions of this Agreement, the Village may first deduct from any funds owed to the Employee at the time of notice of the Employee's termination of employment, in salary or other benefits due, an amount up to the sum owed to the Village. If, after the use of those funds, money is still due from the Employee to the Village, or if the obligation occurs as a result of a later event, the Employee shall pay such funds in twelve (12) equal monthly installments unless otherwise agreed to by the parties. In the event that the Employee shall fail to pay such sums when due, the Employee shall also pay to the Village interest, calculated at a rate of one percent (1%) per month, on the unpaid balance until such amount is paid. In the event that the Village should be required to make a claim or demand against the Employee or to file suit to collect such unpaid amounts, the Employee, as a condition of this Agreement, shall agree to pay the full costs of the Village, including but not limited to, attorney's fees expended by the Village in the collection of the unpaid funds.

IN WITNESS WHEREOF, the parties have hereto set their hands at Roselle, Illinois as and on the day and year first above stated.

EMPLOYEE PRINTED: \_\_\_\_\_

EMPLOYEE SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

For the VILLAGE OF ROSELLE

BY:

\_\_\_\_\_  
Village Administrator

DATE: \_\_\_\_\_

**SCHEDULE "A"**

**Itemization of Estimated Roselle Police Department Costs**

Training Academy Tuition	\$ 0
Room and Board	\$ 0
Private Vehicle Mileage Reimbursement	\$ 0
Uniforms	\$ 0
Protective Vest	\$ 0
Academy & Physical Training Uniforms	\$ 0
Training Ammunition	\$ 0

Other (specify):

_____	\$
_____	\$
_____	\$

50% of Field Training Officer's Salary:  
Est. 16 weeks @ 40 hours = 640 hours  
640 hours @ \$38.19 per hour = \$24,441.60  
\$19,430.40 X 50% = \$ 12,220.80

\$ 12,220.80

**TOTAL      \$ XX,XXX.XX**

\*\* These costs will be deducted from the amount owed, or refunded if already paid, upon reimbursement of these expenses to the Village of Roselle by the Illinois Law Enforcement Training Standards Board.

These figures are approximate and are based upon the best information available at the time this document was prepared. Upon resignation within the time period specified in this agreement these figures will be recalculated using the actual costs incurred by the Village of Roselle.

**APPENDIX D**  
**WAGE SCALE – EMPLOYEES HIRED PRIOR TO JANUARY 1, 2013**

	1/1/2016	1/1/2017	1/1/2018	1/1/2019
Annual Increase	2.25%	2.50%	2.50%	2.50%
Step				
1	\$68,234.50	\$69,940.37	\$71,688.87	\$73,481.10
2	\$73,426.91	\$75,262.58	\$77,144.15	\$79,072.75
3	\$77,092.57	\$79,019.89	\$80,995.39	\$83,020.27
4	\$80,936.89	\$82,960.31	\$85,034.32	\$87,160.18
5	\$84,975.80	\$87,100.20	\$89,277.70	\$91,509.65
6	\$89,220.06	\$91,450.56	\$93,736.82	\$96,080.24
7	\$95,806.45	\$98,201.61	\$100,656.65	\$103,173.07

Hourly Rate

	1/1/2016	1/1/2017	1/1/2018	1/1/2019
Step				
1	\$31.24	\$32.02	\$32.82	\$33.65
2	\$33.62	\$34.46	\$35.32	\$36.21
3	\$35.30	\$36.18	\$37.09	\$38.01
4	\$37.06	\$37.99	\$38.94	\$39.91
5	\$38.91	\$39.88	\$40.88	\$41.90
6	\$40.85	\$41.87	\$42.92	\$43.99
7	\$43.87	\$44.96	\$46.09	\$47.24

Step movement for covered officers shall occur on the affected officer's anniversary date of hire. Any retroactive pay shall be made in one lump sum payment within thirty (30) days of the execution of this Agreement.

**APPENDIX E**  
**WAGE SCALE – EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2013**

	1/1/2016	1/1/2017	1/1/2018	1/1/2019
Annual Increase	2.25%	2.50%	2.50%	2.50%
Step				
1	\$64,822.78	\$66,443.35	\$68,104.43	\$69,807.04
2	\$67,415.69	\$69,101.09	\$70,828.61	\$72,599.33
3	\$69,438.16	\$71,174.11	\$72,953.47	\$74,777.30
4	\$71,521.31	\$73,309.34	\$75,142.07	\$77,020.63
5	\$73,666.94	\$75,508.62	\$77,396.33	\$79,331.24
6	\$75,876.95	\$77,773.88	\$79,718.22	\$81,711.18
7	\$78,153.26	\$80,107.10	\$82,109.77	\$84,162.52
8	\$80,497.86	\$82,510.30	\$84,573.06	\$86,687.39
9	\$82,912.80	\$84,985.62	\$87,110.26	\$89,288.01
10	\$85,400.18	\$87,535.19	\$89,723.57	\$91,966.65
11	\$87,962.19	\$90,161.24	\$92,415.27	\$94,725.66
12	\$91,480.67	\$93,767.69	\$96,111.88	\$98,514.68
13	\$95,806.45	\$98,201.61	\$100,656.65	\$103,173.07

Hourly Rate

	1/1/2016	1/1/2017	1/1/2018	1/1/2019
Step				
1	\$29.68	\$30.42	\$31.18	\$31.96
2	\$30.87	\$31.64	\$32.43	\$33.24
3	\$31.79	\$32.59	\$33.40	\$34.24
4	\$32.75	\$33.57	\$34.41	\$35.27
5	\$33.73	\$34.57	\$35.44	\$36.32
6	\$34.74	\$35.61	\$36.50	\$37.41
7	\$35.78	\$36.68	\$37.60	\$38.54
8	\$36.86	\$37.78	\$38.72	\$39.69
9	\$37.96	\$38.91	\$39.89	\$40.88
10	\$39.10	\$40.08	\$41.08	\$42.11
11	\$40.28	\$41.28	\$42.31	\$43.37
12	\$41.89	\$42.93	\$44.01	\$45.11
13	\$43.87	\$44.96	\$46.09	\$47.24