

AGREEMENT

Between

Illinois Council of Police

and

Village of Lake Villa, Illinois

Covering Lake Villa Police Patrol Officers

From May 1, 2018

Through April 30, 2021

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INTRODUCTION

This Agreement is voluntarily entered into by and between the Mayor and the Board of Trustees of the Village of Lake Villa, Lake County, Illinois, hereinafter referred to as the "Village," and the Illinois Council Of Police, hereinafter referred to as the "Union," as the exclusive Collective Bargaining Agent for the employees of the Village of Lake Villa who are described in the Collective Bargaining Unit as described herein.

PREAMBLE

The Union, having been certified by the Illinois Labor Relations Board as the sole and exclusive Collective Bargaining Agent for all full-time Sworn Police Officers below the rank of Sergeant employed by the Village, and the Village, having voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting certain relations between them, and the intention of the parties to this Agreement being to provide for the appropriate wage structure, hours of employment, working conditions and benefits, and an orderly and expeditious Grievance Procedure, all as set forth herein, the parties therefore agree to the following:

ARTICLE I – RECOGNITION

- 1.1 The Village recognizes the union as the sole and exclusive Bargaining Agent for all full-time Sworn Police Officers below the rank of Sergeant, including uniformed Patrol Officers, non-uniformed Detectives, Evidence Technicians, Youth Officers, Narcotics Officers and such other Police job classifications as may be created from time to time.
- 1.2 Membership – as used herein, the term "Sworn Police Officers" shall refer to all those persons included in the Collective Bargaining Unit described above.

ARTICLE II – VILLAGE RIGHTS

- 2.1 The Mayor, Village Board of Trustees, and the Chief of Police shall retain and reserve the ultimate responsibilities for the proper and ongoing management of the Lake Villa Police Department, according to the applicable laws, statutes and ordinances of Lake Villa, Lake County, the State of Illinois and the United States.
- 2.2 Nothing herein shall be construed to deny or restrict the Village in the exercise of its rights, responsibilities and authorities as articulated in the laws of Lake Villa, Lake County, the State of Illinois and the United States.
- 2.3 The village shall retain and exercise all rights to determine its mission and set standards of service offered to the public; to direct the activities of its police department employees; to plan, direct, control and determine the operations or services to be conducted by police department employees covered by this agreement; to assign or transfer and determine the number of employees; to hire, promote, demote, suspend, discipline, or discharge for cause (or discharge probationary employees without cause); to establish and enforce reasonable work rules and regulations; to evaluate employees; and to change or modify systems, methods, equipment or facilities provided, however, that the exercise of any and

all of the village's rights and responsibilities do not conflict with the terms and conditions of this agreement. The Village, pursuant to Illinois statutes, including Article 10, Division 2.1 of the Illinois Municipal Code entitled "Board of Fire & Police Commissioners", has established a Police Commission, which Commission has adopted Rules and Regulations applicable to the operation of the Police Department and the conduct of police personnel. These Rules and Regulations are recognized by the Union; however, to the extent that such Rules are contrary to this Collective Bargaining Agreement, the terms of this Agreement shall prevail.

ARTICLE III – NO STRIKES, NO LOCKOUTS

Neither the Union nor any of its officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in or condone any strike, sympathy strike, slowdown, sit down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass absenteeism or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing. Any or all employees who so violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. Each employee who holds the position of officer or steward of the Union occupies a position of special trust and the responsibility in maintaining bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this section of this Article, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work, or continue working in a professional manner to carry out the mission of the Village with respect to law enforcement.

ARTICLE IV – UNION-VILLAGE RELATIONS

4.1 BULLETIN BOARD

A Union Bulletin Board of reasonable size shall be available for use in an area of the Police Department agreeable to the parties. This Bulletin Board shall be available for the posting of notices and materials relating to Union activities. These materials shall be identified with the name of the Union and shall be signed or otherwise authenticated by an appropriate officer or representative thereof. These materials shall not be derogatory of any person associated with the Village and shall not include items which are primarily endorsements of candidates for political office (other than offices of the Union).

4.2 PUBLIC INFORMATION

The Village shall make available to the Union, upon written request, normal and usual public information available under the Freedom of Information Act for the State of Illinois 5 *ILCS 140/ et seq.*, including relevant financial data and statistics which are pertinent to the conduct of negotiations, the processing of grievances, or the enforcement of the terms of this Agreement. Such materials shall be provided within ten (10) working days, wherever possible, following a written request of the Union. If unable to provide such materials within ten (10) working days, the Village shall advise the Union of its need for additional time and the Union agrees that, within reason, additional time may be granted. The Village shall not be obligated hereunder to research or compile data or to provide the same information more than once.

4.3 NO DISCRIMINATION

Neither the Village nor the Union shall discriminate against any employee because of race, creed, color, national origin, religion, sex, or physical or emotional disability as defined by the Americans with Disabilities Act, or Union activities. Neither shall a full-time Sworn Police Officer engage in any kind of act of discrimination or harassment toward another Village employee or member of the public because of race, creed, color, national origin, religion, sex, or physical or emotional disability. Any dispute concerning the interpretation and application of this paragraph shall be processed through the appropriate federal or state agency or court, rather than through the grievance procedure set forth in this Agreement.

4.4 NEW EMPLOYEES

The Village agrees to notify the Union of the hiring of all new full-time Sworn Police Officers whose job classifications are covered by this Agreement within ten (10) working days of the date of hire. Also, the Village shall notify the Union, within the same ten (10) working days time period, of any change of status that results in part-time or auxiliary or temporary police officers becoming full-time Sworn Police Officers.

4.5 DUES CHECK-OFF AND FAIR SHARE DEDUCTION

- A. The Village shall deduct Union Dues from the salary of each employee covered by this Agreement in amounts as determined by the Union, and shall promptly transmit such funds to the Union, provided the amounts to be deducted shall be uniform for each Union member and provided the deduction is authorized in writing by the member. Union Dues shall be deducted from the salaries of employees and transmitted to the Union on the same schedule (every two weeks) that the Village normally pays its Police Department employees.
- B. For any employee of the bargaining agent who chooses not to become a member of the Union and have the standard and ordinary Union Dues deducted from his or her salary, the Union shall provide the Village with written notice to regularly deduct a Fair Share fee from the salary of such employee and to transmit this Fair Share fee to the Union. The Union will provide the Village with such notice within thirty (30) calendar days after it learns a particular employee chooses not to maintain full membership in the Union. Such Fair Share fee will be established by the Union under the terms and conditions of legislation governing the Fair Share alternative and the established fee shall not exceed the amount of regular Union Dues paid by members of the Union.
- C. When the Village makes such deductions for Union Dues or Fair Share fees and remits these funds to the Union, the Union shall indemnify, hold harmless and defend the Village, its Police Department, its elected officials, agents and employees in any action, complaint or suit or other proceeding which may be brought under §5 of this Article.
- D. This Article shall not be enforced in a manner inconsistent with §6g of the Illinois Public Labor Relations Act based upon the bona fide religious tenets or teachings

of a church or religious body or which such employees are members provided, however that such employees be required to pay an amount equal to a lawful fair share to a non-religious charitable organization mutually agreed upon by the affected members and the Union

4.6 UNION REPRESENTATIVES AND VISITATION

- A. The Village recognizes the right of the Union to elect, appoint, or otherwise name up to two (2) full-time Sworn Lake Villa Police Officers and one (1) alternate full-time Sworn Lake Villa Police Officer as Chapter representatives of the Union. The names of these two Union representatives, along with their designated titles shall be provided to the Lake Villa Chief of Police or his designee immediately upon the conclusion of the negotiation of this Agreement, or at such other time as the identities of the two Lake Villa Chapter Officers becomes known. Any subsequent changes in the names or titles of these Union representatives shall also be provided to the Chief of Police or his designee as such changes occur.
- B. These Union representatives shall be deemed to be the Union's official on-site spokespersons. However, these on-site Union representatives shall not conduct Union business during regular working hours except with the permission of the Chief of Police or his designee or except in the carrying out of certain time-sensitive functions such as Grievance handling or the resolution of disputes between the Village and Union members. Even when carrying out time-sensitive functions, the Union representative shall make every effort to carry out those duties of representation so as not to interfere with assigned police duties.
- C. Also, the Village recognizes the right of the Union to send representatives from its headquarters office to the Village and specifically, to the Police Department, for purposes of handling Grievances or observing and reporting on conditions under which Union members are working. Such visits by Union headquarters representatives shall be conducted during the regular shifts that Union members are working and also, appropriate notice (not less than forty eight (48) hours, emergencies excepted) shall be made to the Chief of Police or other ranking Police Department official whenever such visits are to be made. Such visits shall not interfere with normal Police Department functions.

ARTICLE V – DISCIPLINARY INVESTIGATION PROCEDURES

5.1 POLICE OFFICERS' BILL OF RIGHTS

- A. The Village agrees to abide by the Uniform Peace Officers' Disciplinary Act, (50 ILCS 725/1), commonly known as the Police Officers' Bill Of Rights as currently set forth and/or amended during the term of this Agreement. The Uniform Peace Officers' Disciplinary Act is hereby incorporated by reference and attached to this Agreement as Appendix A.

- B. In the event a sworn police officer covered by this Agreement has reason to believe that the Village has violated the Uniform Peace Officers' Disciplinary Act, he or she will have the opportunity of filing a Grievance under the terms of this Agreement under Article VI if the officer is subjected to discipline by the Village other than a discharge. The parties understand that the officer may pursue an appeal from a decision made pursuant to the Grievance procedure, outlined in Article VI, by arbitration. If the claimed violation of his or her rights under the Uniform Peace Officers' Disciplinary Act is via an action before the Village Police Commission, the officer has the right to seek Administrative Review in the appropriate Circuit Court. If there is a claimed violation of the Uniform Peace Officers' Act involving a discharge, or a claimed violation of the police officer's civil rights, the officer shall have the option to file either a Grievance or separately file an action in a court of law. The parties understand that the Police Commission may be subject only to judicial administrative review depending on the nature of the violation claimed by the officer.
- C. Pursuant to the Uniform Peace Officers' Disciplinary Act (50 ILCS 725/1), the "sworn affidavit" as described in §3.8(b) of the Act shall, if at all possible, mean an affidavit sworn and subscribed to by an eyewitness with actual and personal knowledge of the event complained of. The "affidavit", as a last resort, may be made upon "information and belief". If so, the complainant must divulge to the Village official taking the complaint the name(s) of the person(s) having first-hand information relating to the incident giving rise to the complaint. If the complainant cannot or will not divulge that information, or if the person(s) with first-hand knowledge are not willing to cooperate and if the testimony of such person with first-hand knowledge cannot be secured pursuant to a subpoena, the Village shall take no action regarding discipline until such time as the appropriate witness or witnesses become available and/or compliant subject to any and all statute of limitations provided by law.
- D. Nothing in this section is intended to or should be construed to waive employees' right to Union representation during questioning that the employees reasonably believe may lead to discipline. Employees shall have such rights as set forth in the United States Supreme Court decision in *NLRB v. Weingarten*, 420 U.S. 251 (1975) and Department of Central Management Services and Corrections (Morgan) decision 1 PERI par. 2020 (ISLRB, 1986).

5.2 NO MEDIA EXPOSURE

The Village agrees that no press releases or photos of any officer under investigation shall be made available to the news media prior to a conviction on criminal charges or prior to a decision being rendered regarding any disciplinary action taken by the Village and reviewed by an appropriate reviewing body, unless otherwise required by law. The Village also agrees not to release any photos or personnel information of any officer covered by this agreement for any other reason without written consent of the officer, unless otherwise required by law. No photos of any officer covered by this agreement will be posted in the view of the public within the police department, Village Hall etc. without an officer's prior written consent.

5.3 NO COMPELLED TESTIMONY

The Village agrees that no officer under investigation shall be compelled to speak, give information to, be questioned by, or testify before any non-governmental agency relating to the matter or issue under investigation in which the officer is a suspect or is charged.

5.4 INVESTIGATION TIME LIMITS

All Village and/or Police Department investigations of full-time Sworn Lake Villa Police Officers who are accused of misconduct or violations of Village ordinances or Police Department rules and regulations shall be limited to sixty (60) calendar days from the dates such investigations are initiated to the dates that charges are formally filed or such investigations are terminated without charges being filed. At the end of sixty (60) days, any investigatory findings shall be disclosed to the officer under investigation in the same manner the Village is required to disclose information under the Uniform Peace Officers' Bill of Rights, 50 ILCS 725/ et seq. However, the sixty (60) day time limit may be extended on a day-for-day basis to reflect any days that the officer under investigation was not working for reasons of absenteeism, vacation, sickness, disability, bereavement or other normally recognized reasons for absence, or for a reasonable period to reflect the unavailability of witnesses, documents, or other tangible evidence for no fault of the Village. The granting of an extension of time shall not be unreasonably withheld, but, in any case, shall not be granted until the extension and length of the extension is mutually agreed to.

5.5 ELIGIBILITY FOR GRIEVANCE PROCEDURE

If any of the steps outlined in Article V, Disciplinary Investigation Procedures, shall be violated by either the Village or the Police Department, such violations shall be subject to the Grievance Procedure as described in Article VI of this Agreement.

ARTICLE VI – GRIEVANCE PROCEDURE

6.1 PURPOSE AND FILING DEADLINES

It is the purpose of this Grievance Procedure to resolve as promptly and as expeditiously as possible any allegations by the Union and/or its members of any misinterpretation of misapplication of the terms of this Agreement. Any Grievance filed under the terms of this Article shall be initiated not later than fifteen (15) calendar days after the occurrence of the event that prompts the Grievance, or, if the Grievance describes an ongoing situation, it shall be filed not later than fifteen (15) calendar days after the underlying situation becomes known to either the Union or the member or members who file the Grievance.

6.2 DEFINITIONS

- A. GRIEVANCE shall mean an allegation by the Union or by an affected employee that there has been a violation, misinterpretation or misapplication of any provision of the Agreement.

- B. Any employee covered by this Agreement may be represented by a Union official, staff representative, on-site representative or attorney at any meeting, hearing, or appeal relating to a Grievance which has been formally presented.
- C. The President of the Union or the appropriate designee shall be advised of any meeting, hearing or appeal relating to a Grievance which has been formally presented and a representative of the Union shall have the right to attend and participate in any such meeting, hearing or appeal.
- D. The failure of the Grievant to act on any Grievance within the prescribed time limits articulated elsewhere in this Article shall act as a bar to any further appeal within this Grievance Procedure. If the Village's designated representative shall neglect to proceed to render a decision within the time limits, the Grievance may be advanced to the next step of the Grievance Procedure. Time limits, may, however, be extended by written agreement.
- E. The term "Working Days," as it applies to the Grievance Procedure described in this Agreement, shall mean Monday through Friday except vacation periods or other days in which bargaining unit members are excused from working.

6.3 PROCEDURES

- A. The party asserting a Grievance shall attempt to resolve the problem through informal communication with the immediate supervisor.
- B. STEP 1. If the informal process with the immediate supervisor shall fail to resolve the problem, the Grievance may be formally presented in writing to the Chief of Police or his designee by filing the same in writing. The Filing at this step must be within fifteen (15) calendar days of the date of the occurrence giving rise to the Grievance or from the date when the Grievant might reasonably become aware of the incident or situation that results in the filing of the Grievance. The Chief will arrange for a meeting to be held within ten (10) calendar days of such referral to review the Grievance. Each party shall have the right to include in its presentation such witnesses as it deems necessary to develop facts pertinent to the Grievance. A written answer, including reason(s), shall be provided to the Grievant (with a copy to the Union if the Union is not the Grievant) within fifteen (15) calendar days of the meeting provided for in this paragraph.
- C. STEP 2. If the Grievance is not resolved at the preceding step, the Union may refer it to the Mayor or the Mayor's designee by filing the same in writing within ten (10) calendar days of receipt of the answer from the previous Chief of Police level. The Mayor or his designee will arrange for a meeting to be held within the ten (10) calendar days of such referral to review the Grievance. Each party shall have the right to include in its presentation such witnesses as it deems necessary to develop facts pertinent to the Grievance. A written answer, including reason(s), shall be provided to the Grievant within ten (10) calendar days of the

meeting provided for in this paragraph. In the event the Grievance arises from a decision or action made by the Mayor or Board of Trustees, the Grievance may be initiated at Step 2 provided the time limits set forth in Step 1 are adhered to.

- D. STEP 3. If the Grievance is not resolved at the Mayoral level, the Union may submit it to binding arbitration, provided written notice indicating such is filed with the Mayor's office within fifteen (15) calendar days of the answer rendered by the Mayor's office, or if no answer is filed, within fifteen (15) calendar days of the last day on which such answer was due. The Union shall promptly request the American Arbitration Association to provide a panel of qualified Arbitrators who are members of the National Academy of Arbitrators from which the parties may make a selection pursuant to the practices of the American Arbitration Association.
- E. In making his/her recommendation, the Arbitrator shall not add to or enlarge upon this Agreement, and any suggested remedy, if appropriate, shall conform to Illinois law. The Village and the Union shall have the right to request the Arbitrator to require the presence of witnesses or documents pursuant to his or her authority under Illinois law. The fees and expenses of the Arbitrator and the American Arbitration Association shall be shared equally by the Village and the Union. The parties likewise shall share the expenses of any transcript(s) which they may jointly request, but all other expenses which may be incurred by either party shall be borne solely by that party.

ARTICLE VII – DISCIPLINE AND DISMISSAL

7.1 EMPLOYEE SECURITY

Sworn Police Officers covered by this Agreement shall not be discharged or permanently disciplined without the Village or the Command Level of the Police Department having first established cause. Neither shall an officer be relieved from duty or suspended, with or without pay, unless there is a complaint, incident or event involving the officer which reasonably leads the Department command level to conclude that it is in the best interest of the Police Department that some immediate action by way of a suspension be taken. The Village and/or Police Department must establish by later investigation that there was cause for such suspension. The officer shall be informed of the reasons for the suspension.

7.2 POLICE COMMISSION NOTICES

Any reprimands, suspensions, proposed terminations or other disciplinary actions brought by the Village or the Command Level of the Police Department against any officer covered by this Agreement, and which require adjudication by the Lake Villa Police Commission, shall not be considered valid unless the accused officer or officers and the Union have been provided with specific details of charges as well as the names of any and all witnesses who may be called to testify against the accused. In the case of rebuttal witnesses, disclosure shall be made as soon as reasonably possible. Such information shall be provided as soon as possible, but in any case, not later than ten (10) days prior to the start of the relevant Police Commission Hearing. Likewise, the Union and accused

Officer shall furnish to the Village a list of witnesses to be called to testify in the Officer's case as soon as possible, but in any case, not later than ten (10) days prior to the start of the relevant Police Commission hearing. The Lake Villa Police Commission will notify the Union or its Department Representatives of any Police Commission meeting in a timely manner. Such notice may be forwarded via the Chief of Police or his designee. At any time during the disciplinary process including, but not limited to, the period pending a hearing before the Police Commission, the subject officer, or his representatives, shall not in any matter attempt to threaten, intimidate or make promises or representations to a potential witness or complainant which could in any way cause the potential witness: (1) to not cooperate with the Village or its representatives; (2) to not testify or be available during the investigative or hearing processes; (3) to alter or change statements previously made unless the officer or his representatives can prove by a preponderance of the evidence that the original statements were not true and/or accurate.

7.3 SUSPENSION WITH PAY

Any full-time Sworn Lake Villa Police Officer covered by this Agreement who is suspended pending the adjudication of charges either in the criminal justice system or brought by the Village or the Command Level of the Police Department shall be suspended with pay and benefits, subject, however, to the further provisions of this Section. However, any officer who is arrested and charged with a felony or felonies, either by the Lake Villa Police Department or some other law enforcement agency of proper jurisdiction, may be suspended without pay and benefits, but shall, if found not guilty in a court of competent jurisdiction, and if separately charged for misconduct arising from the same occurrence in a proceeding before the Village Police Commission and is also found not guilty by the Commission, be entitled to restoration to duty with full back pay, benefits and seniority. Any officer covered by this Agreement who is accused of a misdemeanor, either by the Lake Villa Police Department or some other agency of appropriate jurisdiction, may be suspended but with pay until such time as the officer is convicted of, or enters a plea of guilty to, the alleged offense in a Court of competent jurisdiction, or is found guilty in a proceeding before the Village Police Commission, unless such misdemeanor charge involves possession, sale, or use of illicit drugs or possession, use, or being under the influence of alcohol while on duty. In the event of charges related to drugs or alcohol as previously described, the officer may be suspended without pay. If there is a finding of guilt by a court or the Police Commission, or an admission of guilt by the Officer in court or before the Commission and the charge involves a felony, the sale or distribution of drugs or alcohol, or the use of drugs and alcohol while on duty, the further discipline can include dismissal.

7.4 PERFORMANCE EVALUATION AND DISCIPLINE

A full-time Sworn Officer covered by this Agreement shall not be required to submit to a Village or Police Department Performance Evaluation without first being given the opportunity to meet with the appropriate supervisor and being allowed to examine and inspect the evaluation document. Further, any officer undergoing an evaluation shall have the opportunity of indicating his or her approval or disapproval of the evaluation by marking an appropriate "Approval" or "No Approval" box on the evaluation form and placing his or her signature near the box. No officer covered by this Agreement will be disciplined as the result of any performance evaluation. If the officer marks "No

Approval", in any box on the evaluation document, he shall, on a separate sheet of paper, with specific reference to the box briefly describe the reasons for his "No Approval". The Officer shall sign, date and attach said response to the evaluation document and that response shall be included with the evaluation document in the Officer's file. Evaluations will be done two (2) times per year.

7.5 ACCESS TO PERSONNEL FILES

- A. Personnel files kept by the Village on all full-time Sworn Police Officers shall be regarded as confidential and information contained in these files shall not be made available to public or private agencies or to the news media or to credit reporting services or other such agencies without the express consent of the officer involved, unless otherwise required by law. Also, individual officers shall have reasonable access to their own individual personnel files at least once each calendar year upon prior written notice to the Chief of Police or his designee. The Village agrees that such access to personnel files will be granted not more than thirty (30) calendar days after the initial written request is submitted. Officers may make copies of any such materials contained in these files. The Village shall have the option to have a representative present when the police officer views his file. Further, the Village agrees to purge and remove from these files all written reprimands or oral reprimands that were reduced to writing in these personnel files providing these infractions or violations described, have not been repeated in the ensuing twenty four (24) months, and provided said infractions or violations have not been the basis, in whole or in part, of a suspension. All charges against an officer that were found to be unfounded, exonerated or not sustained shall also be removed upon completion of the investigation.
- B. Officers will not be required to indicate any specific reasons why they may want to review their personnel files and make copies of the materials therein, but if any State of Illinois statutes or Federal law holds that certain specific materials in such files need not be made available to individual officers, then such materials may be withheld by the Village.

7.6 DISCIPLINARY SEQUENCE

The typical disciplinary sequence for any employee covered by this Agreement shall be: (1) Verbal Warning; (2) Written Warning, with a copy to the employee's personnel file; (3) Suspension; (4) Dismissal. Disciplinary action, up to and including termination of employment, shall be for a violation of a Village ordinance, or County or State or Federal law, or for a violation of Police Department policy or rules and regulations, so long as such rules and regulations have previously been reduced to writing and distributed to, posted or otherwise made available to all full-time Sworn Lake Villa Police Officers covered by this Agreement. Any such disciplinary action shall be administered in a timely and progressive manner except that suspension or dismissal may result as the first step in the disciplinary procedure depending on the circumstances and severity of the offense. *See Memorandum of Understanding attached hereto as Appendix B.*

7.7 DISCIPLINE AND DISMISSAL CIRCUMSTANCES

Suspension and/or dismissal of a non-probationary officer shall occur only for cause. Any Arbitrator shall have the authority to order restoration of employment, including full seniority rights, of a dismissed employee pursuant to this section only if accompanied by a finding of a violation of the employee's substantive rights. The Arbitrator in such cases may reduce any back pay award by any amount earned by the employee during the period he or she was not working for the Village and by any Unemployment Compensation payments earned during such period.

7.8 CONFERENCE

Except when detrimental to the general welfare of the Village, any employee covered by this Agreement shall have the opportunity, prior to suspension or dismissal, to have Union representation at a conference with the Chief of Police or his designee and at that time, to have full opportunity to review the allegations or reasons for suspension or dismissal and to have reasonable opportunity to rebut such allegations or reasons consistent with *Cleveland Board of Education v. Loudermill*, 470 U.S. 532, 105 S. Ct. 1487(1985) and its progeny. A Union representative shall make him or herself available within a reasonable amount of time. Requests for additional time shall be taken on a case by case basis, but not unreasonably withheld. This section shall apply only to disciplinary matters before they are brought under the jurisdiction of the Lake Villa Police Commission.

7.9 DISMISSAL

All recommendations for dismissal (except for reduction in force) shall be initiated by or confirmed by the Chief of Police or his designee, or by the Mayor or his designee, or by action of the Lake Villa Police Commission. A copy of any such recommendation, along with the supporting allegations or reasons therefor, shall be submitted in writing to the employee, with a copy to the Union, before any such dismissal recommendation can take effect.

ARTICLE VIII – SENIORITY

8.1 DEFINITION OF SENIORITY

- A. Any Police Officer covered by this Agreement who was employed by the Village in any capacity other than police officer, on either a part-time or full-time basis, shall be entitled to a Village level of seniority which shall be computed from the employee's original date of hire. The only purpose for maintaining a Village level of seniority shall be for the determination of pension eligibility.
- B. The Village level of seniority for pension purposes shall apply to all full-time Sworn Lake Villa Police Officers whose original date of hire was as a police officer or, to those Lake Villa employees who transferred into the Police Department from some other Village employment capacity. In either case, police department seniority for all other purposes shall date from the employee's earliest date of continuous employment as a full-time Sworn Lake Villa Police Officer.

- C. Police Department seniority shall be used to determine vacation scheduling in the manner described herein, to address reduction in force and to schedule officer shifts and to assign overtime as described in other sections of this Agreement. Department seniority shall be used as one of the factors in determining assignments or promotions (the latter of which is also subject to State statute requirements), training opportunities, and such other matters that may arise from time to time and which may require a fair and equitable means of choosing one sworn police officer over another, depending on training experience and performance. Where promotions are determined by, and subject to, statutory requirements, the Village shall follow and adhere to those statutes. However, in all cases, the seniority rights of full-time Sworn Lake Villa Police Officers who have successfully completed their probationary periods shall take precedence over any seniority rights deemed to be held by part-time officers, temporary officers, retired officers who have returned to work on a part-time, temporary or consulting basis, and any other employees who are not full-time Sworn Lake Villa Police Officers.

8.2 HIRING DATE CONFLICTS

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

8.3 SENIORITY LIST

The Village agrees to prepare a Seniority List on an annual basis, not later than December 31st of each year, and to provide the Union with a copy of such list, which the Union may then post on its Union Bulletin Board. In the event of errors or disputes over names or dates appearing on the Seniority List, the Union will call these matters to the attention of the Village as they arise. As new full-time Sworn Police Officers are hired or as others leave the employ of the Village, their names shall be added to or removed from the Seniority List not later than thirty (30) days from the date of such changes. The Village agrees to provide the Union with such updated Seniority Lists as they become available.

8.4 PROBATIONARY SENIORITY

All newly-hired full-time Sworn Police Officers shall be considered probationary employees until they successfully complete a probationary period of eighteen (18) months from the date of hire. Seniority among probationary officers shall not apply until after they complete their probationary period, in which case they shall then be deemed to have accrued eighteen (18) months of seniority with the Police Department. The Chief of Police may extend a given employee's probationary period for one (1) time for up to a six (6) month period, if, at the Chief's discretion, that employee requires additional time to qualify as a full-time Sworn Lake Villa Police Officer. However, all appropriate benefits, including ranking on the Police Department Seniority List, shall accrue to all covered

employees who have completed eighteen (18) months of service to the Police Department, whether or not their probationary periods have been extended.

8.5 ACCRUAL AND NON-ACCRUAL OF SENIORITY

A. Seniority shall accrue on a continuous basis following the eighteen (18) month probationary period and shall be a determining factor in all such matters in which officers shall be deemed to have the right to choose. Seniority shall not accrue during any periods in which an officer is on an unpaid authorized leave of absence or an unpaid disciplinary suspension in excess of thirty (30) days. However, seniority shall continue to accrue during any Sick Leave or Disability Leave that an employee may experience, provided that such leave does not exceed twelve (12) months. After twelve (12) months of continuous Sick Leave or continuous Disability Leave, employees shall not continue to accrue seniority. However, any seniority such employees have accrued up to that point shall continue to be carried by the Village in their names. Further, any employees who return to work as full-time Sworn Police Officers following extended Sick Leaves or extended Disability Leaves shall be entitled to claim and exercise all Police Department seniority they have accumulated up to the point that their seniority ceased to accrue and, upon their return to active duty, the seniority of such employees shall once again continue to accrue.

B. Seniority shall be terminated pursuant to this Article VIII §11.

8.6 REDUCTION IN FORCE

Any reduction in force in full-time senior police officers as determined by the Village shall be implemented in accordance with the provisions of the Illinois Municipal Code, specifically, *65 ILCS 5/10-2.1-18*. Any officers removed from the force as a result of this procedure shall be subject to recall for a period of two (2) years before any new employees are hired to replace them.

8.7 SENIORITY AND VACATION SCHEDULING

Wherever possible, vacation periods shall be selected and scheduled prior to January 1st of each year for vacations that will be taken later in the current year. Vacations shall be selected and scheduled based on seniority within the Police Department and the bargaining unit. Should officers with comparable levels of seniority request the same vacation day and they cannot both be off, then the level of seniority shall be decided pursuant to this Article VIII §2 entitled "Hiring Date Conflicts". No more than two (2) officers on the same shift may take vacation days at the same time without the prior consent of the Chief of Police. If consent is given, the Chief may, at his or her option, assign a part-time certified officer to work the shift of the third (or more) vacationing officer(s).

8.8 SENIORITY AND TRANSFERS

The Village agrees that seniority will be one of the determining factors in allowing officers to put in their bids for transfers to other assignments or duties or positions that become available within the Department. Other factors that may be considered in

weighing such bids include education, training, prior experience and job performance. Whenever any such positions, duties or assignments become available, notice of such openings shall be posted in a conspicuous location within the Department, including the Union Bulletin Board, and all officers covered by this Agreement shall be eligible to bid on them. The final authority for filling such openings shall reside with the Chief of Police or his designee. Nothing in the section is intended to conflict with, or take precedence over, the provisions of Section 14.2 herein.

8.9 SENIORITY AND OVERTIME SCHEDULING

- A. The Village and the Union recognize that there are both scheduled and unscheduled overtime assignments. The Village shall make any unscheduled overtime dates available to officers as soon as reasonably possible. Police Department seniority shall determine scheduled overtime assignments, except that if a particular level of training or expertise is required for a particular overtime assignment or detail, that assignment may be granted to an officer of lesser seniority. However, in no instance except for an emergency situation, shall an officer work more than twenty-four (24) hours of overtime, scheduled or unscheduled, in a two (2) week pay period. In addition, if an officer works a consecutive sixteen and one-half (16.5) hour shift or longer, he or she, except under emergency circumstances, shall not work further overtime for at least twenty-four (24) hours. This restriction shall not apply to overtime earned while an officer is required to appear for Court in connection with his police duties.
- B. Unscheduled overtime shall be defined as an overtime assignment that has come about less than forty-eight (48) hours before the assignment is to begin. In this event, if more than one (1) officer is available to serve the unscheduled overtime, the assignment shall be first offered to the senior officer or officer whose shift precedes the overtime hours, and if he (they) decline the assignment, it shall be then offered or assigned to the next senior officer. If the overtime assignment consists of a full eight and one-quarter (8.25) hour shift, the shift may be split into two (2) segments with the last segment being four and one-quarter (4.25) hours, which assignment shall be offered to the most senior officer to work the oncoming shift. If the most senior officer declines, it shall be offered to the next most senior officer and down the line as described hereinabove until the assignments are covered. Should all eligible full-time sworn police officers decline, the assignment may be offered to a part-time certified officer. In the event all full-time sworn police officers have exceeded their overtime work hour restrictions, the Chief or his designee may then designate a certified part-time officer for the overtime assignment. Should the certified part-time officer decline or is not available, the Chief or his designee shall then assign officer(s) in the order of reverse seniority.
- C. For the purposes of scheduling or assigning overtime, the Department shall maintain a continuous rotating seniority list for all full-time sworn police officers. When assigned scheduled overtime, it shall be first offered in the order of seniority as shown on the seniority list to those officers who have not exceeded

their overtime hour restriction. If an officer declines the offer, it shall be offered to the next officer in line, and so forth, until the assignment filled. The last officer on the rotation list who has not exceeded their overtime work hour restrictions shall be compelled to take the assignment. If all full-time sworn police officers have exceeded their overtime hour restriction, the Chief or his designee may assign a certified part-time police officer. Should a certified part-time police officer decline the overtime or is not available, the Chief or his designee shall then assign full-time sworn police officer(s) in the order of reverse seniority. It is understood that the Chief of Police or the Command Officer may assign overtime in an emergency situation where it would be unreasonable to assign or require overtime according to seniority.

- D. It is understood that the Chief of Police, or his designee, may assign overtime in an emergency situation where it would be unreasonable to assign, or require the assignment of, overtime according to seniority. Further, if overtime is required by the Village for a particular purpose or event (such as but not limited to Lake Villa Days, Civil War Days, Celebration of Summer, Village parades, Easter Egg Hunts, Christmas Tree lighting, assignments for security at school events), and the necessary full-time sworn police officers are not available because the offer of overtime has been declined or because the officers have worked, or are scheduled for, the maximum number of hours during the pay period, the Chief or his designee shall have the option to assign full-time sworn police officers in accordance with the rotation list or, in the alternative, to employ a certified part-time police officer. Should the certified part-time police officer decline or is not available, then the Chief or his designee shall assign full-time sworn police officers in the order of reverse seniority.
- E. Further, if the notice given by the full-time sworn police officer that he cannot work because of the use of personal days, compensatory time, bereavement leave or a vacation day is given with less than twenty-four (24) hours notice, in this scenario only, the Chief or his designee may assign those duty hours to a certified part-time officer unless a certified part-time officer has refused or is unavailable and in that case, a full-time sworn officer shall be used to cover the shift by first offering the assignment to the full-time sworn police officers in the order of seniority and if all refuse, by making the assignment by reverse seniority.
- F. Notwithstanding any provisions herein to the contrary, a school resource officer shall have first choice to work overtime at school events. If the resource officer declines the overtime, the procedure described in this Section shall be used to determine the overtime assignment.

8.10 SENIORITY AND RESCHEDULING (TRADING) OF SHIFTS

- A. The Village agrees that regularly scheduled shifts and regularly scheduled days off may periodically be voluntarily traded between individual Officers without regard to seniority. In such instances, both Officers involved in a given shift trade must notify the Chief of Police or his designee at least twenty-four (24) hours in

advance of the starting time of the shift being traded with an appropriate Departmental form (Appendix C). It is understood that if trading shifts, an officer will be working more than his normal working hours for a shift period; he shall not be paid overtime for those hours worked pursuant to a trade of shift assignment or hours. In this event, he shall receive straight pay for the hours worked.

- B. Further, an officer cannot agree to work a shift for an officer that wishes to trade shift hours, if working the shift hours will cause that officer to exceed the overtime hour work restrictions set forth in this Agreement. Nothing in this Agreement, however, shall prohibit an officer to payback a shift trade at some date in the future when that officer has not already exceeded the overtime maximum.

8.11 TERMINATION OF SENIORITY

- A. Seniority and the employment relationship between the Village and the officer shall be terminated if the officer:
 - (1) Resigns;
 - (2) Is discharged;
 - (3) Retires (or is retired pursuant to the Village adopting a legal mandatory retirement age);
 - (4) Falsifies a leave of absence or is found to be working during a leave of absence without prior written approval of the Chief of Police;
 - (5) Fails to report to work at the conclusion of an authorized leave of absence or vacation;
 - (6) Is laid off pursuant to a reduction in force and fails to return to work within seven (7) calendar days after having received a written notice of recall from the Village. Officers are subject to recall for two (2) years after being laid off pursuant to a reduction in work force. Said written notice shall be sent to the officer's last address on file with the Chief of Police. It shall be the officer's responsibility to give his address, and change of address, in writing to the Chief of Police. For purposes of mailing the notice of recall, three (3) calendar days shall be allowed for delivery of the notice;
 - (7) Does not perform work for the Police Department for a period in excess of twelve (12) months; provided, however, this provision shall not be applicable to absences due to military service, an established work related injury compensable under the worker's compensation law and/or disability pension, or a layoff where the officer has recall rights;
 - (8) Is absent two (2) consecutive working days without notifying the Chief of Police or his designee.
- B. Officers who establish to the Village's satisfaction that their absence under subsections (5) and (8) above was clearly due to circumstances beyond their control or that their absence was due to a reason recognized by the Family Medical Leave Act will not be terminated under this section.

ARTICLE IX – EMPLOYMENT PRACTICES & PROCEDURES

9.1 COURT TIME COMPENSATION

- A. The Village agrees that all full-time sworn Police Officers will be compensated for court appearances at the minimum rate of three (3) hours at the rate of one and one-half (1 ½) times the regular rate of pay if such appearance is scheduled at a time that the officer would not normally be working. If the court appearance is scheduled for a time when the officer works a full shift on the same day, either before or after the court appearance, the three (3) hour minimum shall be paid to him or her providing it is not during his or her regularly scheduled shift. For example, if an officer works on the late shift and has a court appearance at 1:30 p.m., and the court appearance ends before the regular shift starting time, that officer will be paid for the three (3) minimum hours. If the court time runs past the officer's scheduled shift starting time that officer's compensation shall begin with the start of the court call and shall continue uninterrupted through the officer's scheduled shift, with the compensation to be at the regular rate of pay when the officer's shift begins, even though he may be absent because of the court appearance.
- B. For court appearances that occur during an officer's regularly scheduled shift, there shall be no additional compensation. Also, an officer will be paid for only one (1) minimum three (3) hour block of court time per day. For example, if an officer has a 9:00 a.m. court call on a day that he or she would not otherwise be working, and if that officer must return for a 1:30 p.m. court call, he or she will be paid for three (3) hour minimum for the morning court call and on an hour-for-hour basis, at time and one-half (1 ½), thereafter until the end of the afternoon court call. The officer shall inform the Chief of Police or his designee as soon as is reasonably possible of the time and the case on which he is required to appear.

9.2 CALL-IN COMPENSATION

The Village agrees that any officer who is called in at least two (2) hours prior to the start of a regularly scheduled shift, or who is called in on what would otherwise be a regularly scheduled day off, shall be compensated for a minimum of two (2) hours, to be paid at the normal time and one-half (1 ½) overtime rate of pay. Any officer who is designated to be on "standby" for a court appearance during his non-scheduled work time will be compensated for a minimum of two (2) hours at time and one-half (1 ½) and hour for hour at time and one half (1 ½) after that, if applicable. The term "Standby" for the purposes of this Article IX §2 shall mean contact by a supervisor from the police department or the Office of the State's Attorney that the officer's presence may be needed on a certain date and that the officer must remain within a reasonable vicinity of the respective courthouse and available via pager or telephone to be notified if actually needed to testify or otherwise facilitate the adjudication of the respective case. Should the officer actually be taken off "standby" and required to appear in court, compensation shall then be made pursuant to this Article IX §1 entitled "Court Time Compensation" The officer shall notify the Chief of Police or his designee that he is on standby as soon as is reasonably possible.

9.3 RESIDENCY REQUIREMENT

The parties to this Agreement agree that a full-time Sworn Lake Villa Police Officer may live outside the Village of Lake Villa. Further, if any Village Ordinance exists or is implemented during the lifetime of this Agreement that conflicts with this section, this section shall take precedence over any conflicting Village Ordinance.

9.4 QUARTERMASTER SYSTEM

- A. As soon after their date of hire as is reasonable and practicable, the Village shall provide all probationary officers with the articles of uniform, body armor, leather wear and other related police equipment as set forth on Appendix G, attached hereto and thereby made a part hereof. All items listed in Appendix G shall be provided no later than prior to the start of such probationary officer's first shift as a full-time Sworn Lake Villa Police Officer. Thereafter, the Village shall establish for each full-time Sworn Police Officer, who has completed his or her full first year of service, a uniform and equipment account in the amount of \$750.00. Using said account, the Officer shall purchase through the Village the required uniform and accessories and the required equipment associated with his or her police duties. Where non-police wearing apparel is the usual mode of dress for officers performing law enforcement duties, such as detectives, the Officer may purchase the wearing apparel, after prior approval by the Chief, from an outside vendor. Upon filing receipts evidencing the purchase, the Village shall reimburse the Officer for such expenditure(s). All such outside purchases are subject to the \$650.00 annual limit per officer. The uniform and equipment fund, and the amount of outside purchases shall be administered on a Village fiscal year basis, i.e., May 1 through April 30, beginning May 1, 2008. Additionally, the Village agrees to provide each full-time Sworn Police Officer with a new body armor vest, immediately upon completion of the officer's probationary period and once every five (5) years thereafter.
- B. An Officer shall while on duty be in uniform, meaning he or she shall dress and wear the uniform and gear initially, or later, furnished to him or her by the Village. If he or she is not in uniform, he or she shall be given one warning in writing. If during a six-month period, starting with the warning, the Officer is again out of uniform, he or she may be temporarily suspended without pay until he or she can report for duty in uniform.
- C. The parties to this agreement accept the research findings of the National Institutes of Justice that all body armor designed for police usage becomes obsolete and will be replaced after five (5) years of daily usage.

9.5 SHIFT COVERAGE AND HOURS OF WORK

- A. **Section 1. Shift Coverage.** The Village agrees that it shall maintain a force of full-time Sworn Police Officers large enough to cover each and every shift for each and every day of the year with a minimum of two (2) full-time Sworn Police Officers which may include Police Sergeants and Lieutenants if the Village shall

so wish with the understanding that the respective Sergeant and Lieutenant shall be responsible for his share of the workload in addition to his or her supervisory duties if serving in that capacity as well. In the event a particular shift may not be covered at the start of that shift, the shift shall be covered pursuant to Article VIII §9. Nothing in this Article shall prohibit two (2) full-time Sworn Police Officers from sharing an overtime shift.

- B. **Section 2. Regular and Overtime Hours.** The Village and ICOPS have agreed to a Memorandum of Understanding which will govern the utilization of 12 hour shifts in the department and is hereto attached as an appendix to the Agreement. Regular assigned duty hours for Officers assigned to 12 hour shifts shall be an average of 144 duty hours, including roll call periods each shift, within a work period of twenty-four (24) days and on shifts as established by the Village. The Chief of Police or his designee shall determine the number of Officers on each shift and the balance of Officers by skills and ability or due to exigencies on each shift after bidding by seniority is completed, but the balancing of shifts shall not be used for disciplinary purposes.

Each two week pay period will normally include 84 duty hours. Subject to operating needs, each Officer may elect to work or take off the four (4) hours beyond 80 each pay period. Each Officer will be paid straight time for the four hours when worked. An Officer will not be paid for the four hours if he/she chooses not to work.

An Officer who is required to work in excess of his regular shift schedule (which includes the roll call period) or who works over 147 hours in the 24 day work period as established by the Village will receive compensation for such overtime hours at the rate of one and one-half (1 ½) times his/her regular hourly rate of pay. For overtime and other hourly rate calculations under this Agreement, an Officer's regular hourly rate shall be determined by dividing the Officer's annual salary by 2080.

The accrual and usage of paid time off shall continue at all times on the basis of eight (8) hour increments. Court-time and other mandatory attendance activities will be paid at time and one-half.

9.6 OVERTIME COMPENSATION AND COMPENSATORY TIME

- A. Full-time Sworn Police Officers may be required to work overtime in both emergency and non-emergency situations. In either case, overtime shall be duly authorized and approved by an officer of at least supervisory rank, if not higher. Officers required to work overtime shall be compensated for such time at the rate of one and one-half (1 ½) times their regular rate of pay. Overtime is defined as any work in excess of twelve (12) hours in any given regular shift or over 147 hours in the 24-day work period and shall be earned in minimum increments of fifteen (15) minutes each. Nothing in this section shall conflict with the holiday overtime rate described in Article X of this Agreement.

In the event a full-time Sworn Police Officer is assigned to eight (8) hour shifts, he/she will be compensated for overtime hours worked in excess of eight (8) hours on any given regular shift or all hours worked over forty (40) hours in a work week.

- B. The combination of required overtime hours and regular-time hours shall not exceed sixteen and one-half (16.5) hours in any twenty-four (24) hour period for any given officer with the restriction that if the officer works sixteen and one-half (16.5) hours in any one (1) twenty-four (24) hour period, he or she shall not work any overtime for the following twenty-four (24) hour period, emergencies excepted. Officers who work a regular eight and one-quarter (8.25) hour shift may volunteer for an additional eight and one-quarter (8.25) hours of overtime for each day of the regular workweek, subject to the restriction stated in the first sentence of this paragraph, but in no case may such officers be required to work more than sixteen and one-half (16.5) hours of overtime in any one (1) week unless agreed to by the officer. Except for an emergency situation, Officers may decline to work overtime if they have a pressing family or personal obligation that prevents them from working overtime.
- C. For purposes of this Article, the following will all be considered as "hours worked" with regard to the calculation of overtime:
 - (1) Actual hours worked;
 - (2) Court Time Appearance/Compensation;
 - (3) All hours actually worked on Holidays;
 - (4) Scheduled Vacation Periods;
 - (5) All pre-shift and post-shift activities which are part of a full-time Sworn Police Officer's job such as Roll Call, Writing Up and/or Completing Tickets and/or Reports, etc.;
 - (6) Compensatory Time;
 - (7) Industrial Leave/Worker's Compensation, if applicable;
 - (8) Time spent solely procuring a required doctor's release pursuant to Article X §3 entitled ""Sick Leave"; and
 - (9) Travel time to and from training pursuant to Article XII §6.
- D. Overtime shall be paid along with regular-time compensation in the officers' regularly scheduled paychecks, unless individual officers elect to receive their overtime pay in the form of Compensatory Time. Compensatory Time, which shall be earned at overtime rates, shall be granted to full-time Sworn Police Officers who indicate to the Chief of Police or his designee that they choose such Compensatory Time in lieu of actual payment in their paychecks. Compensatory Time may be used for time off on an hour-for-hour basis, and may be taken in increments as small as one hour. Officers who have earned Compensatory Time will be required to notify the Chief of Police or his designee in writing (on a form to be provided by the Department) at least twenty-four (24) hours in advance, if possible, of their intentions to claim such time off.

- E. Compensatory Time shall be granted on a regular basis subject to the staffing needs of the Police Department and shall not unreasonably be withheld. When a member officer makes a request for Compensatory Time and the granting of that time will leave the shift below the manpower minimum described in this Article IX §5, then the Village, at its discretion may utilize either a full-time or part-time certified officer to meet the minimum shift requirements. Once Compensatory Time is granted, that time may not be cancelled for other than a Departmental emergency.
- F. Compensatory Time may be accumulated up to a maximum of one hundred fifty six (156) hours. The Chief or his designee will keep accurate records of how much Compensatory Time is in each officer's account scheduled for use. Account balance information will be made available to individual officers who request such data during time periods established by the Chief or his designee or, if the Village finds it possible and economically feasible to do so, Compensatory Time balances shall be expressed on the paycheck stubs of individual officers on a regular basis. Compensatory Time shall be rolled over from one year to the next and, upon a given officer's unpaid leave of absence, termination, retirement, permanent disability or death such accumulated Compensatory Time shall be paid to the officer or his or her survivors at the then-prevailing hourly rate of pay on an hour for hour basis. Upon retirement, individual officers may choose to take their accumulated Compensatory Time in the form of (1) a lump-sum payment, (2) paid time off, (3) a combination of both also on an hour for hour basis or (4) the cash value of the compensatory time may be added to the Officer's 457 Plan consistent with Plan rules.

9.7 SECONDARY EMPLOYMENT

A full-time Sworn Police Officer must receive the prior approval of the Chief of Police before he or she accepts or performs secondary employment. The officer shall fill out a request form with attached rules, which are made part of this Agreement as Appendix D. The Village agrees that consent to secondary employment shall not be unreasonably withheld; except that it is understood that secondary employment shall not: (1) in any way interfere with the Officer's ability to perform his assigned duties with the Lake Villa Police Department, (2) involve work for a business related to the sale or distribution of alcohol, or (3) be performed when using any uniform(s) or equipment in any way related to the Officer's employment with the Village.

9.8 RULES, REGULATIONS, POLICIES AND PROCEDURES

The Village agrees that within sixty (60) days following the signing of this Agreement, the Chief of Police or his designee will prepare and distribute to all covered officers, copies of all Village and Police Department Rules, Regulations, Policies and Procedures that pertain to police work and the specific duties of full-time Sworn Lake Villa Police Officers. Officers will sign a cover sheet indicating that they have received the materials. If an officer requires an additional copy of these materials, or if subsequent updating of these materials becomes necessary, he or she may use the Department's copy machine for this purpose. It is understood that by distributing copies of such written Rules, Regulations, Policies and Procedures that guide their daily activities, that a higher level

of professionalism in police work will be realized. However, in the event that any existing Rule, Regulation, Policy or Procedure directly conflicts with the Articles or Sections of this Agreement, this Agreement shall take precedence over the existing Village Rules, Regulations, Policies and Procedures.

ARTICLE X – HOLIDAYS AND LEAVES

10.1 HOLIDAYS

The Village agrees that all full-time Sworn Police Officers shall receive ten (10) annual paid holidays of which one (1) will be classified as a premium holiday, that being Christmas Day. Officers who work on the premium holiday will be paid at a rate of two and one half times (2 ½) the regular rate of pay for the hours he/she actually works on the holiday. Officers who work on any of the other nine (9) holidays listed below will be paid at the rate of two (2) times the regular rate of pay for the hours he/she actually works on the holiday. Officers whose regularly scheduled day off falls on any of the below listed ten (10) holidays will be given the choice of receiving eight and one-quarter (8.25) hours of regular pay or eight and one-quarter (8.25) hours of compensatory time for that day at regular pay rates. Also, Officers who elect to take a personal leave day on a holiday will not use one of their annual personal leave days in exchange for taking the holiday off. However, the day will be considered a holiday and will be paid at straight time only.

The Holidays Are:

New Year's Day
President's Day
Memorial Day
Independence Day
Veteran's Day

Labor Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve
Christmas Day

10.2 PERSONAL LEAVE DAYS

- A. Upon completion of the first year of service to the Village and the Department, the Village agrees that all full-time Sworn Police Officers shall receive three (3) paid personal leave days per year. Each day consists of 8.25 hours of pay. These three (3) personal leave days can be taken at the discretion of the officer for personal business.
- B. A twenty-four (24) hour notice shall be made to the appropriate supervisor by the officer requesting to take a paid personal leave day, if possible. Also, the Village agrees that paid personal leave days may be used in conjunction with regularly scheduled days off, vacation days or on any other scheduled on duty day. Personal Leave Days must be used in the calendar year in which they are earned. Except that one (1) Personal Leave Day per year may be held over to the subsequent year. If an officer carries over a personal day to a subsequent year, it

is understood that the number of personal days shall not exceed four (4) (counting the one (1) day carried over) in any one year.

10.3 SICK LEAVE

- A. The Village agrees to provide all full time Sworn Police Officers with twelve (12) paid Sick Leave days (8.25 hours per day) per calendar year. Officers will accumulate Sick Leave at a rate of one (1) day of a Sick Leave per calendar month. Officers may use Sick Leave for an absence due to his or her own illness, injury or that of a spouse, child or parent. Sick Leave days can be used in minimum increments of one-half (1/2) day. Officers will not be eligible for Sick Leave during the first six (6) months of employment. The twelfth and new sick day shall be the last day used and shall not be eligible to be added to an officer's accumulated sick leave bank and shall not be eligible for buy out, but may be carried over year to year for use.
- B. Up to twelve (12) unused paid Sick Leave days in any given year may be rolled over to the following year and each year thereafter, and may be accumulated up to a maximum of one hundred and forty (140) days during an officer's career. Also, when an officer accumulates sixty (60) unused paid Sick Leave days he or she may in any one year sell back up to twelve (12) such accumulated days to the Village at the rate of one (1) Sick Leave day for one day of the officer's regular rate of pay. This sell back will be paid to the officer during the month of December in each year. Upon retirement, any accumulated sick leave days will be deducted from the amount of time an officer would be required to work in his or her final year. Alternatively, upon retirement an Officer may elect to deposit the present cash value of his/her unused sick leave in the Officer's 457 Plan consistent with Plan requirements. Officers requesting a Sick Leave day will make notification to the appropriate supervisor no later than one (1) hour before the start of the officer's regularly scheduled shift, unless an emergency occurs that prevents the officer from complying with the one (1) hour notice requirement. An officer using three (3) or more consecutive Sick Leave days may be required to present verification of illness from a medical doctor or medical facility at the Village's expense. Time spent procuring the required doctor's release shall be considered hours worked pursuant to Article IX §6 entitled "Overtime Compensation and Compensatory Time".
- C. All new officers hired after May 1, 2015 shall be permitted to accumulate up to a maximum of 120 sick leave days. Upon retirement, up to a maximum of 50% of a new officer's accumulated sick leave days will be deducted from the amount of time an officer would be required to work in his or her final year. Alternatively, upon retirement an Officer may elect to deposit the present cash value of his/her unused sick leave in the Officer's 457 Plan consistent with Plan requirements.
- D. Abuse of sick leave by an employee is a serious matter and can be the cause for disciplinary action up to and including termination of employment. Further, if the Village reasonably believes that an officer is unable to perform his or her duties

by reason of a physical or mental condition, or if the Village reasonably believes that an officer, because of his or her condition, may be jeopardizing the health, safety or mental conditions of other Village employees or residents, the Village may direct the officer to consult a licensed physician of its choice for an evaluation and report. In this event, the Village shall be entitled to receive a copy of all documents and reports relating to the consultation. If the Village directs the officer in the manner described herein, the Village shall pay for any medical examination and reports.

- E. If the Officer obtains the medical verification pursuant to a phone call, or by fax, or by e-mail, there will be no "time spent" that results in the Officer making a claim for pay.
- F. If an officer does not use any sick days in a calendar year, that officer may cash in up to five (5) sick days with the Village at eight and one-quarter (8.25) hours of pay at the officer's regular hourly rate of pay. The payment shall be made to the Officer in his second paycheck in January of the following year. The days cashed in cannot be used for any other payment purpose.

10.4 BEREAVEMENT LEAVE

Up to three (3) days leave with pay (8.25 hours per day) shall be granted in the event of the death of an immediate family member. Up to five (5) days leave with pay shall be granted in the event that the funeral, wake or related events take place two hundred (200) or more mile away. Should an officer choose the additional two (2) days with pay, the officer shall utilize a personal day, compensatory time or vacation time. This leave is for the purpose of attending the funeral, which includes such related events as the wake or visitation, Shiva, memorial services, and the like. Immediate family members, for purposes of this section, shall be interpreted to mean parent, spouse, child, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepmother, stepfather, stepbrother, stepsister, stepchildren, legal guardian/ward, or any other relative living in the same household. Also, funeral processions of family members of full-time Sworn Lake Villa Police Officers that originate up to twenty (20) miles from the Village may include a one-car Lake Villa Police escort, if the affected officer requests such an escort and it does not incur overtime. The Village may utilize a certified part-time officer for this task.

10.5 JURY DUTY LEAVE & COURT LEAVE

Any full-time Sworn Police Officer covered by this Agreement who is summoned to appear or report as a witness or for jury duty in a civil or criminal court proceeding shall be granted leave to fulfill such duty. If the summons or other applicable notice is for a civil or criminal matter which relates to the officer's duties and responsibilities as a police officer of the Village, the Village shall compensate the officer at his or her regular rate of pay, or, if appropriate, the overtime rate at one and one half (1 ½) times the regular rate of pay. If the jury duty falls on the officer's duty day, he or she shall receive his or her regular rate of pay from the Village for that day, and shall, in turn, pay to the Village any fees he or she received for jury service. Any expense reimbursement such as mileage, shall also be paid by the officer to the Village should the officer use a Village

vehicle as transportation to the court or case-related appearance. Any witness fee and mileage reimbursement paid to the officer for a criminal or civil court matter involving Village duties and responsibilities shall be paid over to the Village if the officer receives pay from the Village for the same appearance.

10.6 MILITARY LEAVE

Any full-time sworn Police Officer covered by this Agreement shall be granted military leave in accordance with state and federal law.

10.7 PARENTAL LEAVE

The Village agrees that any full-time Sworn Police Officer (male or female) shall be governed by the policy and procedures in accordance with the Federal Family Medical Leave Act.

10.8 MATERNITY LEAVE

- A. The Village shall grant maternity leave for a female officer for a period of up to twenty-one (21) days (8.25 hours per day). The officer may use sick leave days for the period of leave should she so choose, and may use sick leave days for any days related to her own illness, or complications because of the pregnancy or birth. If the need for days off arises after delivery because of the condition of the new child or children, the provisions of the Family Medical Leave act shall apply. This time shall be in addition to any time available pursuant to the Illinois Pension Code but in no event shall an officer be allowed to pyramid.
- B. If the need for days off arises either before or after the birth because of a medical condition of the newborn or the officer, the Family Medical Leave act shall apply. Days off pursuant to the Family Medical Leave Act shall run concurrently with sick leave days used by the officer. Should the officer seek a disability payment pursuant to the Illinois Pension Code and receive payments there under for the same days the officer claims sick leave days, the Village shall be responsible only for the difference between the pension payments made and the officer's gross salary, if the pension payment is less. If the pension payment is more, the Village shall have no obligation to make payment. If the Village makes prorated payments, the sick leave days shall be prorated to the same degree. If the Village makes no payment, the days off shall be treated as Family Medical Leave Days.

ARTICLE XI – VACATION LEAVE

11.1 EARNED PAID VACATION REQUIREMENTS WITH CHANGE

- A. The Village agrees that all full-time Sworn Police Officers shall earn paid vacation days (8.25 hours per day) according to the following schedule:

*After first year through sixth year	10 paid days off per year
*After sixth year through tenth year	14 paid days off per year
*After tenth year through fifteenth year	19 paid days off per year
*After fifteenth year through twentieth year	24 paid days off per year

*After twentieth year, 1 additional day per year to a maximum of 30 days.

*Years shall be computed from anniversary date to anniversary date

- B. Each paid vacation day shall be computed at the rate of eight and one-quarter (8.25) hours of the officer's regular rate of pay for the year in which the vacation days are taken. Vacation days must be taken in the year in which they are earned. However, if vacation scheduling conflicts or other circumstances have prevented a given officer from taking all the paid vacation days he or she was entitled to in a particular year that officer shall be paid for any unused vacation days in his or her final paycheck of the year. Officers, at their discretion, may carry over up to five (5) vacation days from the previous year. Upon retirement, an officer may choose to take his/her accumulated unused vacation time in the form of (1) a lump-sum payment, (2) paid time off, (3) a combination of both on an hour for hour basis or (4) the cash value of the unused vacation time may be added to the Officer's 457 Plan consistent with Plan rules.
- C. No more than two (2) Officers on the same shift may take vacation days at the same time without prior consent of the Chief of Police. If consent is given, the Chief may, at his or her option, assign a part-time certified officer to work the shift of the third (or more) vacationing officer(s).

ARTICLE XII – HEALTH & WELFARE BENEFITS

12.1 MEDICAL/HOSPITALIZATION/DENTAL INSURANCE

- A. Insurance: With regard to medical/dental insurance the Employee will pay on a monthly basis:

OPTIONAL HMO PLAN AND DENTAL

Optional HMO Plan	Current Employee Monthly Premium
Employee	\$ 10.00
Employee/Spouse	\$180.00
Employee/Children	\$180.00
Family	\$280.00

PPO PLAN AND DENTAL

PPO Plan	Current Employee Monthly Premium
Employee	\$ 78.90
Employee/Spouse	\$337.62

Employee/Children	\$332.63	
Family	\$481.03	

- B. If applicable, effective January 1, 2018, the Employee pays the first \$750.00 of the deductible. The Village will reimburse 85% of the balance of the deductible for in-network services and 65% for out-of network services.
- C. In each year subsequent Insurance year, the Village will pay 6% of any premium increase over the prior year's premium. If the increase is over 6%, the Employee will pay that portion of the premium increase. See example, Appendix E.

12.2 DISABILITY AND WORKERS' COMPENSATION

The Village agrees to abide by all statutes regarding Illinois Worker's Compensation including, but not limited to, (5 ILCS 345/1 PUBLIC, EMPLOYEE DISABILITY ACT), any full-time Sworn Police Officer who is injured on duty (IOD) and is unable to work shall continue to be paid full salary by the Village at his or her regular rate of pay for up to one full year from the date of the injury. Any Officer who is injured on duty in the regular service of the Lake Villa Police Department shall report such injury to his or her superior Officer and shall seek appropriate treatment at the nearest hospital or medical facility, assuming such hospital or medical facility, if immediate treatment is required, or an insurance plan approved hospital or medical facility if emergency treatment is not required, assuming such hospital or medical facility is equipped to handle the needs of the injured officer. If the Officer is unable to perform his or her normal Police duties, the Officer must secure a statement from an attending physician describing the Officer's disability in order to continue receiving full salary and other benefits from the Village. In order to continue receiving such benefits, the Officer must continue to provide the Chief of Police or his designee with proper documentation from the attending physician at regular and reasonable intervals. The officer shall give his or her consent to the Village to obtain medical information and updates directly from his or her medical care provider. Officers who suffer injuries on duty (IOD), shall file for benefits under the Worker's Compensation Act of the State of Illinois. For a period of one (1) year after the date of injury, during which period the officer shall receive his or her full pay and benefits, the officer shall reimburse the Village on a dollar-for-dollar basis of any funds that the Officer receives because of Worker's Compensation payments and/or other public disability type payments. To the extent such payments exceed what the officer has received from the Village, the officer shall be entitled to retain the excess amount. After the initial one (1) year period, if the officer continues to receive Worker's Compensation benefits, or another form of public disability-type payments, he or she shall retain these payments and the Village shall not be obligated to pay his or her salary.

12.3 LAKE VILLA POLICE PENSION PLAN

The Village of Lake Villa, in conjunction with the Board of Trustees of the Lake Villa Police Pension Fund, is required by Illinois statute to maintain and administer a Pension Plan for its Police, to regularly deduct uniform, mandated employee contributions to this Pension Plan, and to make Village contributions to this Pension Plan on behalf of all Lake Villa Police Officers covered by this Agreement who meet certain requirements, including vesting requirements, of both the Pension Plan and the State law that governs it.

In that Illinois law requires that such Police Pension Plans routinely issue accurate and audited financial reports to their covered members, and in that the Village of Lake Villa desires to comply with Illinois law, and in that the Village recognizes that Lake Villa Police have every right to be made aware of such financial considerations as fund balances, profits and losses on fund investments, loans that the fund may make from time to time, and details of Elections of Pension Plan Board members, the Village, in cooperation with the Board of Trustees of the Lake Villa Police Pension Fund, agrees to maintain a program of full disclosure of any and all Pension Plan information and data, including audited Annual Reports, to those Lake Villa Police whose deferred salaries and employee contributions make up the Pension Plan's reason for existence.

12.4 DEATH BENEFITS

The Village agrees to maintain a Fifty Thousand Dollar (\$50,000) Life Insurance policy for all full-time Sworn Police Officers.

12.5 ONGOING PROFESSIONAL TRAINING

The Village agrees that all full-time Sworn Police Officers covered by this Agreement shall be eligible to participate in professional training and upgrading programs. These ongoing programs shall cover such aspects of police work as weapons handling, radio room work, investigative techniques, criminal law update, juvenile training and the like and, in all cases, officers who participate in such training shall be paid at their regular rates of pay and, where appropriate, at overtime rates of pay. This training may be for programs the Village requires the officer to take, or may be a program the officer requests to take. In the latter instance, the training program must be given prior approval of the Chief of Police. When traveling to the program site, the officer shall be reimbursed his or her mileage expenses if using a private vehicle at the then current IRS rate. Further, the Village agrees that at least three (3) times each year, each officer shall participate in a firearm practice training session with all costs for range fees, ammunition and a maximum of two (2) hours of overtime salary being paid by the Village. The Village agrees to provide each full-time Sworn Police Officer an additional four-hundred (400) rounds of ammunition for the purpose of improving the officer's firearm efficiencies each year. Police who travel outside Lake Villa for any such professional training shall be compensated for expenses and travel allowances at the same rates that the Mayor and Chief of Police are compensated when they travel outside Lake Villa on Village business in addition to their hourly compensation, or portion thereof for travel time as well as for out of pocket expenses for meals and lodging approved by the Village. For training scheduled outside the Village for officers covered by this Agreement shall have the option to attend the training using the officer's personal vehicle and shall avail themselves to the mileage reimbursement described in this section.

12.6 TUITION REIMBURSEMENT BENEFIT

- A. The Village agrees to make available a Tuition Reimbursement Account. The Village will fund this account with enough monies to cover the yearly cost for twenty-four (24) semester hours, based upon the current cost of a semester hour taken at an accredited Community College within the district. The funds will be made available on a first come first serve basis to Sworn Lake Villa Police

Officer(s) upon approval of the Chief of Police or his designee. Additional courses could be made available to officers on case by case basis with Board Approval. Further, the Village agrees to pay up to a maximum of One Hundred (\$100.00) Dollars per three (3) hour or less course for course books and materials.

- B. Full-time Sworn Lake Villa Police Officers who desire to further their formal education shall be reimbursed for up to six (6) semester hours or equivalent in any one semester or quarter. To qualify for this reimbursement, officers must complete the course with a grade of "C" or better, or who achieve a grade of "Pass" in a Pass/Fail course. Generally, such courses shall be elements of an overall criminal justice course of study, or a law enforcement management program, or related social service discipline and must be taken at an accredited Community College within the District.
- C. Officers must notify the Chief of Police or his designee before the semester or quarter begins that they will be taking such courses. Then, upon the successful completion of such courses, officers will be reimbursed within thirty (30) days of submitting receipts, transcripts, or grade reports to the Chief of Police or his designee.
- D. Officers who participate in the Village's educational benefits program as described in this section agree to remain in the employ of the Village for at least six (6) months for each six (6) semester hours that were funded in whole or part by the Village. Any police officer who leaves the employ of the Village prior to the completion of the six (6) month requirement agrees to reimburse the Village the education benefit funds and monies received for course books that were used in obtaining these semester or quarter hours.

ARTICLE XIII – BASE SALARY LEVELS & PREMIUM RATES

BASE SALARY LEVELS AND PREMIUM PAY RATES ARE AS FOLLOWS:

	Current	1-May-18 2.25%	1-May-19 2.25%	1-May-20 2.50%
Year 1 -				
Starting	\$ 53,332.48	\$54,332.46	\$55,759.44	\$57,153.43
After Year 1	\$ 54,878.02	\$56,112.78	\$57,375.32	\$58,809.70
After Year 2	\$ 57,655.52	\$58,952.77	\$60,279.21	\$61,786.19
After Year 3	\$ 60,522.62	\$61,884.38	\$63,276.78	\$64,858.70
After Year 4	\$ 63,501.71	\$64,930.50	\$66,391.43	\$68,051.22
After Year 5	\$ 66,032.82	\$67,518.56	\$69,037.73	\$70,763.67
After Year 6	\$ 76,605.24	\$78,328.86	\$80,091.26	\$82,093.54
After Year 7	\$ 79,651.53	\$81,443.69	\$83,276.17	\$85,358.08
Longevity	After 10 years	\$1,250.00		
	After 15 years	\$1,750.00		

The above Base Salary Steps listed shall be the necessary steps to reach the top Base Salary for full-time Sworn Police Officers during the first year of the term of this Agreement. For individual Officers, years shall be computed from anniversary date to anniversary date. Annual longevity pay shall be averaged and paid out over 26 pay periods together with an Officer's regular salary payments.

The parties agree that all other contract language will remain status quo.

SPECIAL CLASSIFICATION PREMIUM RATES SHALL BE PAID ACCORDING TO THE FOLLOWING SCHEDULE:

OFFICER IN CHARGE.....	An extra hour (for 8 hour shifts) or an extra one and one-half (1½) hours (for 12 hour shifts) of pay per shift
FIELD TRAINING OFFICER.....	An extra hour of pay per day while actually training a New Officer

Officer in Charge will be designated as the most senior officer by completed years of service assigned to that shift when no ranking Officer is scheduled.

Officers may submit bids for these Special Classification positions as openings become available. The Village agrees that seniority, training, formal education and overall Police experience shall be among the factors that determine which Officers shall be assigned to these positions. However, the Chief of Police or his designee shall have final responsibility in determining which Officers are assigned to these Special Classifications. These Classification Premium Rates shown above shall be carried over into the second through fifth years of this contract.

NOTE: Salary increases shown in this Agreement shall go into effect on May 1, 2018 and the Anniversary Dates of the covered Officers. After ten (10) years of employment, any salary increase takes effect on May 1st after the officer has reached his/her 10 (ten) year anniversary date.

ARTICLE XIV – MISCELLANEOUS WORKING CONDITIONS

14.1 EQUIPMENT SAFETY

- A. The Village agrees that no unsafe or improperly maintained or non-functioning equipment, including patrol cars, radios, computers, lights, sirens and other equipment that is in regular use shall knowingly be assigned to officers covered by this Agreement.
- B. Further, should the Village wish to implement the use of new equipment which would affect wages, hours and other terms and conditions of employment, they agree, as required by the Illinois Labor Relations Board, to discuss and bargain over their use before implementation.
- C. The Village may utilize a GPS tracking system similar to what was used previously, if so desired and implemented by the Village

14.2 OFFICER DEPLOYMENT AND SHIFT SCHEDULING [APPLICABLE IN THE EVENT OF AN ELIMINATION OF 12 HOUR SHIFTS]

- A. It shall be the right and responsibility of the Mayor and the Chief of Police to deploy officers covered by this Agreement to various details and assignments. However, the Village agrees that the standard workweeks that make up a continuing schedule shall be as follows:

5 consecutive days on, 2 consecutive days off
5 consecutive days on, 2 consecutive days off
5 consecutive days on, 3 consecutive days off

- B. The normal workday for officers shall be eight and one-quarter (8.25) hours including a fifteen (15) minute roll call prior too to start of the tour of duty and a

fifteen (15) minute check off roll call at the end of the tour of duty with the daily shifts to be as follows:

7:00 a.m. to 3:15 p.m.
3:00 p.m. to 11:15 p.m., and
11:00 p.m. to 7:15 a.m.

- C. When on duty as a school resource officer, the workday for said Sworn Police Officer shall be eight (8) hours.
- D. There will be swing shifts as determined by the Chief. It is understood that Officers may be reassigned from the swing shift to a regular duty shift to cover for an Officer absent from work for longer than five (5) days due to illness, injury, pregnancy, or Family Medical Leave.
- E. Prior to shift bidding, the Chief of Police must determine who will be assigned to the Detective Division and to the two school resource officer positions. These persons will then not be involved in the shift bidding process. The Chief will continue to exercise this function regardless of the hours of work.
- F. There will be three (3) tiers of Officers, with each tier choosing the shift he or she wants to work during a particular three-month period. These tiers will be determined by seniority, with tier one being the most senior tier and tier three the least senior tier. Seniority shall also determine the order of selecting shifts within a tier. If the number of Officers does not create an equal number in each tier, then the tiers shall be filled from the lowest to the highest. For example, if there are 10 Officers bidding for shifts, tiers one and two will have three (3) Officers each, and tier three would have 4 Officers.
- G. The schedule for 8.25-hour shifts shall be made on an annual basis and shall be divided into four (4) rotations which shall be: January 1 through March 31, April 1 through June 30, July 1 through September 30, October 1 through December 31. The schedule for 12-hour shifts shall be made annually via bidding based on seniority.
- H. In the rotation January 1 through March 31, tier one (being the most senior Officers) shall first choose their shifts by order of seniority. Tier two shall next choose their shifts, and tier three shall then choose their shifts.
- I. In the rotation April 1 through June 30, tier two shall first choose their shifts. Tier three will then next choose their shifts, and tier one will then choose their shifts.
- J. In the rotation July 1 through September 30, tier three shall first choose their shifts. Tier one will then next choose their shifts, and tier two will then choose their shifts.

- K. In the rotation October 1 through December 31, tier one shall first choose their shifts. Tier two shall then next choose their shifts, and lastly, tier three will choose their shifts.
- L. In the non-school months, the school resource Officers will be subject to shift assignment by the Chief of Police or his designee. To the extent there is a shift selection available to the school resource Officers, the Chief will recognize seniority status among these Officers and make shift assignments after consulting with said Officers. However, the school resource Officers will not be, or be entitled to be, assigned to the day shift (7:00 a.m. to 3:15 p.m.) as he or she will have had day duty hours for approximately nine months of the year.
- M. For either 8.25-hour or 12-hour shifts, the shift schedule shall be completed a year in advance from January 1 through December 31. The bidding process for the first annual period shall take place as soon as reasonably possible after this Collective Bargaining Agreement has been ratified. The schedule in place, or an extension of said schedule, shall remain in effect until the bidding process is completed and a one-year schedule has been posted. The one year schedule shall remain in place even if it extends beyond the term of this Agreement.
- N. For either 8.25-hour or 12-hour shifts, except where it would be unreasonable to use seniority as provided in Section 8.9, should unforeseen, emergency and/or exigent circumstances require that an Officer be assigned to another shift, the change shall be made by reverse seniority on the shift from which the Officer had been assigned. Therefore, the least senior Officer will be required to disrupt his/her rotation.
- O. For either 8.25-hour or 12-hour shifts, by agreement between the Officers, Officers shall be permitted to swap shifts, in part or in whole, but only with the prior approval of the Chief of Police or his designee. Availability of manpower and whether there are emergency or unforeseen situations will be considerations when approving a "swap" of shifts between Officers. The swap, if approved, will override any issues of seniority, days off, etc., meaning the Officers swapping shifts will step into the shoes of the Officer whose place he is taking on a particular shift. He will then be subject to the day-off rotation, etc., of the Officer with whom he is swapping.
- P. For either 8.25-hour or 12-hour shifts, the arrangement for the shift schedule is intended to provide the Officers with a consistent day-off rotation, as much as reasonably possible. This rotation can be affected by shift swapping, emergency situations, or the absence of any Officers for longer than five (5) days due to injury, illness, pregnancy, or Family Medical Leave. Further, the day-off pattern shall be subject to administrative oversight in order to accommodate Officer-in-Charge assignments and issues.
- Q. A sample annual schedule is attached to this Agreement as Appendix F. It is not meant to be a schedule put in place under this Agreement, but is merely

illustrative of what an annual shift could look like after the bidding process by the tiers of present Officers on the rotation basis described herein.

- R. For either 8.25-hour or 12-hour shifts, the Village further agrees that there shall be twenty six (26) pay periods per year with the standard paydays being every second Friday.

14.3 DRUG & ALCOHOL TESTING

A. RIGHT TO TEST:

The use of non-prescribed drugs, controlled substances and/or alcohol while reporting or on duty is strictly prohibited and an officer found to be under the influence of same will be subject to appropriate disciplinary action up to and including discharge. Being "under the influence" does not mean that the officer has to meet some statutory standard, but, rather, it is reasonably perceived that the officer's ability to perform his duties has been, or will be, affected by consumption of alcohol, drugs or controlled substances. The Village shall have the right to require the officer to submit to drug or alcohol testing as follows:

- (1) During, or soon after, the application process and just prior to completing the officer's probationary period;
- (2) Anytime the Village reasonably believes the officer a) has consumed alcohol or used drugs while on duty, or b) reported for duty under the influence of alcohol or drugs;
- (3) Following accidents, weapon discharges, physical altercations with citizens (reasonably deemed to be an excessive use of force or not necessary for self-defense), and such other circumstances as are codified by State statute; and
- (4) Randomly, but not more than twice during any one (1) year period.

B. TESTING PROCEDURE:

The officer, as stated above, may be required to submit to a blood test, urine analysis, or other method of acceptable testing. If so, the test shall be performed only by a licensed clinical facility. The Village shall be responsible for maintaining the proper chain of custody and shall give the officer a copy of said test results. The Village shall be responsible for the costs associated with the testing.

A portion of the tested sample shall be retained by the testing facility so that the officer may arrange for a confirmatory test, to be a scientifically accurate equivalent, at a licensed clinical facility of the officer's choosing. The officer shall be responsible for maintaining the proper chain of custody and shall be responsible for the costs of the confirmatory test. The Village shall be given a certified copy of all information, records and results of the confirmatory test.

C. CONFIDENTIALITY

All information and records relating to any drug or alcohol testing required under this section shall remain confidential within the Village, including its Police Commission, unless release of said information and records is required by Court Order.

A LAST CHANCE AGREEMENT MEMORANDUM OF UNDERSTANDING TO SUPPLEMENT THIS SECTION IS ATTACHED TO THIS AGREEMENT AS APPENDIX B.

14.4 LIGHT DUTY ASSIGNMENTS

Officers who are injured, disabled or ill may be assigned to light-duty work for the duration of their incapacity. However, light-duty assignments will be made on a case-by-case basis and must balance the needs of the Lake Villa Police Department against the capabilities and medical needs of the individual officer as well as the recommendations of the officer's medical provider. Light duty positions will be created for officers who become pregnant and have that recommendation from the officer's medical provider. The Village shall have the right to require the disabled officer, from time to time, to submit a report from a medical person to confirm the officer's condition and the limitation on the officer's ability to perform his or her regular duties. Further, the Village, at its cost, shall have the right to require the officer to submit to an examination by a medical person of its choice. Any report on this examination shall be available to the Village and the officer.

ARTICLE XV – SEVERABILITY

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

ARTICLE XVI – ENTIRE AGREEMENT

- A. This Agreement shall be effective on the date of its execution by both parties, except the base salary schedule and right to longevity pay as reflected in Article XIII shall be effective retroactive to May 1, 2018. The payment of medical/dental insurance premiums and the calculation of deductibles shall be retroactive to dates explained in Section 12 herein. The Agreement shall remain in full force and effect through 11:59 p.m. on the 30th day of April, 2021.

- B. Before making any changes in working conditions not contained in this Agreement which are mandatory topics of bargaining, the Village shall notify the Union of its intention to make the proposed changes. Upon such notification, and if requested by the Union, the Village shall meet with the Union and discuss such changes before they are implemented. Any changes made without such notice shall be considered temporary pending the completion of such discussions. If the Union becomes aware of such a change and has not received the necessary notification, the Union will notify the Village as soon as possible and request discussion of such changes if discussion is desired. The failure of the Union to request such discussions shall in no way act as a waiver of any Union rights, stated or implied.

ARTICLE XVII – DURATION

- A. This Agreement shall be effective on the date of its execution by both parties or as otherwise specifically indicated in the Agreement and shall remain in full force and effect through 11:59 p.m. on the 30th day of April, 2018 or until a new Agreement is completed.
- B. This Agreement shall remain in full force and effect during the period of negotiations until such time as it is replaced by any subsequent Agreement.


Agreed to, signed and entered into this 21st day of JUNE, 2018.

Illinois Council of Police


Norm Frese, ICOPs President

Village of Lake Villa


Mayor


The Sworn Police Officers by Their
Authorized Member and Agent

APPENDIX A

UNIFORM PEACE OFFICERS' DISCIPLINARY ACT

APPENDIX B

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**Illinois Council of Police
and
Village of Lake Villa, Illinois**

1. Statement of Purpose.

The Union and the Village realize that there are alternatives to termination of an Officer who has committed a serious infraction but, nonetheless, possesses mitigating qualities which may outweigh such a drastic measure. Examples include, but are not limited to, time in service, performance and the like. The Union and the Village may, from time to time, in the complete discretion of either Party, utilize a "Last Chance Agreement" to reach the goal of rehabilitation and retention of the employee through the use of a Last Chance Agreement.

2. Procedure

Should the circumstance arise that an Officer has been disciplined pursuant to the tenets described in Article VII of the Agreement between the Village of Lake Villa and the Village of Lake Villa Police Officers through the Illinois Council of Police and the Chief of Police intends to recommend termination of the Officer, the Officer may request the implementation of a Last Chance Agreement.

The Union and the Officer will then enter into an agreement with the Chief of Police or his designee, should the Chief or his designee in their discretion agree to do so, outlining the requirements of the Officer to retain his or her position as a police officer for the Village of Lake Villa. This agreement will also waive the due process rights of the officer regarding the respective incident leading to the decision to recommend termination of employment and that incident only. Should any of the requirements of the Last Chance Agreement be violated, the officer is then subject to termination of his or her employment without a hearing.

The duration of the Last Chance Agreement shall be agreed upon prior to implementation.

3. Period, Modification, and Termination

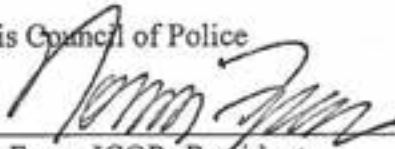
This Memorandum of Understanding will take effect immediately upon the date of its execution of the Agreement between the Village of Lake Villa and the Village of Lake Villa Police Officers through the Illinois Council of Police and for the duration of that Agreement.

4. Enforcement.


Should there be disagreement among the parties regarding the contents, use or execution of a Last Chance Agreement, that disagreement shall be subject to the grievance procedure outlined in Article VI of the Agreement between the Village of Lake Villa and the Village of Lake Villa Police Officers through the Illinois Council of Police.

This Agreement shall remain in full force and effect during the period of negotiations until such time as it is replaced by any subsequent Agreement.

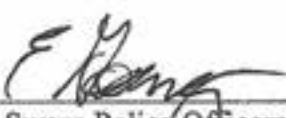
Agreed to, signed and entered into this 21ST day of JUNE, 2018.

Illinois Council of Police


Norm Frese, ICOPs President

Village of Lake Villa


Mayor



The Sworn Police Officers by Their
Authorized Member and Agent

APPENDIX C

DEPARTMENTAL FORM REQUESTING SHIFT TRADE

APPENDIX D

DEPARTMENTAL FORM REQUESTING APPROVAL
OF SECONDARY EMPLOYMENT
AND RELATED RULES

APPENDIX E
(To Section 12.1 of Agreement)

This is included as an Appendix to Section 12.1 to give an example of the Village and Officer responsibilities with respect to an increase of more than 6% in the premium cost of medical/hospitalization/dental insurance after July 1, 2013.

The premium costs in place at the time this contract has been negotiated for the four different categories of insurance coverage are set out in Section 12.1.

If in the next insurance year the monthly premium for the individual employee PPO coverage increases to \$500.00 per month, the payment for the increase shall be allocated as follows:

Current Premium Cost	Village's Portion Of Increase	Increase in Monthly Premium Cost To Employee
\$1,000.00	\$1,000.00	\$1,080.00
<u>6%</u>	<u>\$ 60.00</u>	<u>\$1,060.00</u>
\$ 60.00	\$1,060.00	\$ 20.00

In this example, the Village will pay the 6% increase, or \$60.00, and the Officer will pay \$20.00 in addition to the amount already being contributed by the Officer to the monthly premium cost.

In a similar manner the Village will pay the 6% increase in the monthly premium for Employee/Child, Employee/Spouse and Family coverages, and the Officer will pay the increase in excess of 6%.

The same method of addressing insurance premium increases shall be applied during the contract term.

APPENDIX F
SAMPLE ANNUAL SCHEDULE

APPENDIX G

LIST OF INITIALLY-ISSUED ARTICLES OF UNIFORM AND EQUIPMENT

One (1) basket weave duty belt
One (1) trouser belt
Four (4) basket weave belt keepers
One (1) pair of handcuffs w/basket weave case
One (1) basket weave holster
One (1) basket weave double magazine holder
One (1) radio holder for Motorola HT1000
One (1) radio mike holder
One (1) basket weave expandable baton holder
One (1) basket weave OC spray holder
One (1) basket weave key ring/holder
Three (3) short sleeve shirts, black (silver buttons)
Three (3) long sleeve shirts, black (silver buttons)
One (1) winter jacket, black
One (1) spring/fall jacket, black
Three (3) pairs of trousers, black
One (1) clip-on tie, black
One (1) tie tack, silver
Two (2) nameplates, silver (for shirt and jacket)
One (1) pair of boots (Rocky duty type or Wellington style)
One (1) reversible raincoat
One (1) pair of leather gloves
One (1) pair of BDU pants, black

APPENDIX H

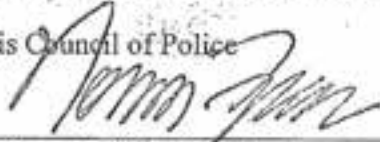
ARTICLE XII – HEALTH & WELFARE BENEFITS, Section 12.1 B

Although the current deductible is now \$500.00 versus \$750.00 under the previous plan, the members and the Village have come to an agreement to leave the existing language, thereby requiring that the Employee may be required to pay up to, but not to exceed \$750.00 for the life of the collective bargaining agreement.

Any member who chooses an optional Health Insurance Benefit Plan (not PPO or HMO), will be subject to the contribution percentages which were agreed to by the Village and the Health Care provider and must abide by the terms agreed upon by the Union and the Village.

Agreed to, signed and entered into this 21ST day of JUNE, 2018.

Illinois Council of Police

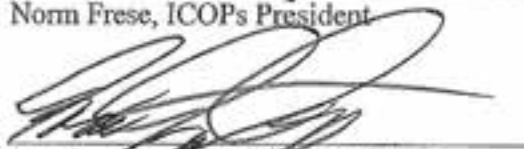


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