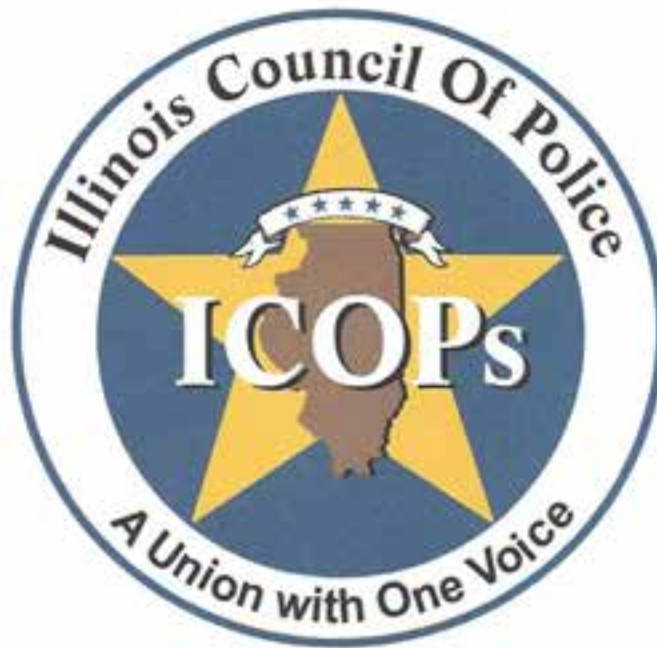


# **AGREEMENT**



**Between**

**Illinois Council of Police**

**and**

**Village of Robbins, Illinois**

**Covering Robbins Part-Time Police  
Commanders and Sergeants**

**September 1, 2017 through April 30, 2020**

## **INTRODUCTION**

This Agreement is voluntarily entered into by and between the Village of Robbins, Illinois, hereinafter referred to as the "Village" or "Employer", 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 Robbins who are described in the Collective Bargaining Unit described herein.

## **PREAMBLE**

The Union, having been certified by the Illinois Labor Relations Board as Collective Bargaining Agent for all Commanders and Sergeants employed by the Village of Robbins in the ranks of Commander, Sergeant, 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 orderly and expeditious Grievance Procedure, all as set forth herein, the parties therefore agree to the following:

## **ARTICLE I RECOGNITION**

The Village recognizes the Union as the sole and exclusive Bargaining Agent for all Part-time Commanders and Part-time Sergeants hereinafter referred to as "Commanders or Sergeants".

**Membership** – As used herein, the term "Commanders and Sergeants" shall refer to all those persons included in the Collective Bargaining Unit described above.

Positions EXCLUDED from the above-described bargaining unit shall include:

All Full-time Patrol Officers, Part-time Patrol Officers, Lieutenants, Captains, Deputy Chiefs and the Chief of Police, and all civilian personnel in the Village of Robbins, and any others excluded by the Illinois Public Labor Relations Act, as amended (5 ILCS 315/14, et seq.)

The parties agree to amend this Agreement to reflect the accurate bargaining unit description should the certification issued by the Illinois Labor Relations Board be changed.

## **ARTICLE II**

### **VILLAGE RIGHTS**

The Mayor, Police Commission, and the Chief of Police shall retain and reserve the ultimate responsibilities for the proper and ongoing management of the Robbins Police Department, according to the applicable laws, statutes and ordinances of Robbins, Cook County, the State of Illinois and the United States.

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 Robbins, Cook County, the State of Illinois and the United States.

To establish and enforce reasonable work rules and regulations; 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.

Except as limited by the express written provisions of this Agreement, it is understood and agreed that the Village possesses the sole right and authority to operate and direct the Commanders and Sergeants of the Village and its various departments. These rights include, but are not limited to:

- A. to plan, direct, control and determine the operations, services, purpose and mission of the Village and its Commanders and Sergeants;
- B. to determine the budget and set forth all standards of service offered to the public;
- C. to supervise and direct the work force;
- D. to establish, alter, publish and enforce reasonable rules, regulations, orders, policies and procedures;
- E. to establish work and productivity standards;
- F. to establish qualifications for employment and to hire and employ Commanders and Sergeants;
- G. to assign or transfer or promote Commanders and Sergeants;
- H. to demote, suspend, discipline or discharge Commanders and Sergeants for just cause;
- I. to establish shifts and hours of employment, which are not inconsistent with the terms of this Agreement;
- J. to change or modify systems, methods, equipment and facilities;
- K. to determine the methods, means and number of personnel to carry out the Village's mission;
- L. to lay off or relieve Commanders and Sergeants due to lack of work or funds or for other legitimate reasons; and
- M. to contract out for goods and services.

If in the sole discretion of the Mayor it is determined that extreme civil emergency conditions exist, including but not limited to, riots, civil disorder, tornado conditions, floods, or other similar catastrophes, the provisions of this Agreement may be suspended by the Mayor during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. Should an emergency arise, the Mayor shall advise the Union of the nature of the emergency, and shall follow up said advisement in writing as soon thereafter as practicable.

## **ARTICLE III**

### **UNION-VILLAGE RELATIONS**

#### **3.1 Bulletin Board**

A Union Bulletin Board of reasonable size shall be available for use in an area agreeable to the parties. Such Bulletin Board shall be available for the posting of notices and materials relating to Union activities. Such materials shall be identified with the name of the Union and shall be signed or otherwise authenticated by an appropriate Commander or Sergeant or representative thereof. Such 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). The Union will use its best efforts to remove outdated materials and otherwise keep the Bulletin Board tidy.

#### **3.2 No Discrimination**

Neither the Village nor the Union shall discriminate against any Employee because of race, creed, religion, color, national origin, ancestry, citizenship status, marital status, military status, sex, sexual orientation, age, physical or mental disability as defined by the Americans with Disabilities Act, or Union activities.

The exclusive use of the masculine pronoun in this document is for clerical convenience only, and shall be construed to include male and female Commanders or Sergeants.

#### **3.3 New Employees**

The Village agrees to notify the Union of the hiring of all new Employees 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 other Village of Robbins employees becoming Employees of the bargaining unit.

### **3.4 Dues Check Off and Fair Share Deductions**

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 first Friday of the month following the month in which the Union Dues are withheld from the Employees' paychecks.

Employees covered by this Agreement who are not members of the Union shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment in accordance with the Illinois Labor Relations Act. The fair share payment, as certified by the Union, shall be deducted by the Employer from the earnings of the non-member employees. The aggregate deductions of the employees and a list of their names shall be remitted to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increases in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required of Union members.

This paragraph shall not apply to those part time employees already on the city's payroll who have revoked their dues authorization when this Agreement was executed, who shall be grandfathered from fair share requirements so long as they continue their current part time employment status.



Should any employee be unable to pay their contribution to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount, equal to their fair share, shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the Union. If the Union and the employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable organizations. The employee will on a monthly basis furnish a written receipt to the Union that such payment has been made.

The Union agrees to provide notices and appeal procedures to employees in accordance with applicable law.

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 of Robbins, its Police Department, its elected officials, agents and employees in any action, complaint or suit or other proceeding which may be brought under this Article III §4 of this Article

### **3.5 Union Representatives and Visitation**

The Village recognizes the right of the Union to elect, appoint, or otherwise name up to two (2) Commanders and Sergeants as Chapter representatives of the Union. The names of these Union representatives, along with their designated titles, shall be provided to the Robbins Chief of Police immediately upon the conclusion of the negotiation of this Agreement, or at such other time as the identities of the Robbins Chapter Commanders and Sergeants becomes known. Any subsequent changes in the names or titles of these Union representatives shall also be provided to the Chief of Police as such changes occur, but in any event not later than five (5) calendar days after such a change.

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 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.

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 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 nor shall the Village be asked to incur additional cost as a result of such visits.

The Village agrees that Commander and Sergeant union representatives shall be able to participate in contract negotiations so long as Robbins Police Department operations are not adversely affected. Time spent participating in contract negotiations will be unpaid.

## **ARTICLE IV**

### **GRIEVANCE PROCEDURE**

#### **4.1 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 must 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 must 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.

#### **4.2 Definitions**

- (1) GRIEVANCE shall mean any dispute or difference of opinion raised by a Commander or Sergeant or a group of Commanders and Sergeants (with respect to a single common issue) against the Village, involving the meaning, interpretation or application of the provisions of this Agreement. Appeals of discipline are specifically excluded from the definition of Grievance. This Article does not apply to appeals of discipline.
- (2) 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.
- (3) 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.
- (4) The failure of the Grievant to act on any Grievance within the prescribed time limits articulated elsewhere in this Article will 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 mutual agreement.

#### **4.3 Procedures**

The party asserting a Grievance shall attempt to resolve the problem through informal communication with the immediate supervisor.

**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 Deputy Chief of Police. The filing of the formal written Grievance at this step must be within fifteen (15) calendar of the date of the occurrence giving rise to the Grievance or from the date when the Grievant might reasonably have become aware of the incident or situation that results in the filing of the Grievance. Upon receipt of the formal written Grievance, the Chief of Police or Deputy Chief of Police will arrange for a meeting to be held within ten (10) calendar days to review the Grievance. The formal Grievance shall clearly identify all Grievants, summarize all relevant facts, identify all provisions of the Agreement allegedly violated, and describe the remedy which is requested. The Village representative shall provide a written answer to the Grievant (with a copy to the Union if the Union is not the Grievant) within fifteen (15) calendar days of the meeting. The answer shall include the reasons for any decision contained in the Village's response to the Grievance.

**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 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 fifteen (15) 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 3 provided the time limits set forth in Step 2 are adhered to.

**STEP 3.** If the Grievance is not settled in Step Two, the Commander or Sergeant may choose to have the matter brought before the Robbins Board of Trustees ("Board").

#### **4.4 Waiver and Settlement of Grievances**

If a Commander or Sergeant or the Union fails to file the Grievance within fifteen (15) calendar days of the circumstances giving rise to the Grievance or when such circumstances giving rise to the Grievance are known to the Commander or Sergeant or the Union, the Grievance is waived.

If a Commander or Sergeant or the Union fails to appeal the Grievance to the next step of the Grievance Procedure within the time limits specified in each step, the Grievance will be considered settled on the basis of the last answer. Neither the Union nor the Grievant may then advance the Grievance once it is settled.

If the Village fails to meet a deadline, the Grievant or the Union may consider the Grievance denied and advance the Grievance to the next step.

#### **4.5 Appeal of Disciplinary Disputes**

The appeal of disciplinary disputes shall be processed through the provisions found in Article V.

## **ARTICLE V**

### **DISCIPLINE AND DISMISSAL**

#### **5.1 Employee Security**

Employees covered by this Agreement shall not be relieved from duty, suspended, discharged, or disciplined in any manner without the Village or the Command Level of the police department having first established just cause.

#### **5.2 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 Robbins Village ordinance, or County or State or Federal law, or for a violation of Police Department policy or rules and regulations or for a violation of the Village of Robbins Employee Manual, so long as such policies, rules, regulations, and manual have previously been reduced to writing and distributed to, posted or otherwise made available to all Employees covered by this agreement.

Any such disciplinary action shall be administered in a timely and progressive manner except that written warning, suspension, or dismissal may result as the first step in the disciplinary procedure depending on the circumstances and severity of the offense.

#### **5.3 Disciplinary Meetings.**

Any Commander and Sergeant covered by this Agreement is entitled to Union representation at any meeting or hearing called for the specific purpose of disciplining the Employee. If a non-disciplinary meeting turns into a disciplinary meeting, the Employee is entitled to recess the meeting until Union

representation can be obtained before continuing with any such disciplinary meeting.

#### **5.4 Appeals from Discipline**

1. **Oral, Written, and Suspensions of Four (4) Days or Less.** Oral and written reprimands and suspension of three (3) days or less shall be considered final and a Commander or Sergeant cannot appeal or grieve them.
2. **Suspensions of More than Five (5) Days and Discharge.** A non-probationary employee may appeal any suspension of more than five (5) days or discharge to the Board of Trustees.
3. **Probationary Employees.** Probationary Employees may not appeal any discipline.

#### **5.5 Suspensions Pending Resolution**

Any Commander and Sergeant covered by this Agreement who is suspended pending the adjudication of charges brought by the Village or the Command Level of the Police Department shall be suspended with or without full pay, at the discretion of the Village, pending the outcome of any internal investigation, disciplinary proceeding, misdemeanor criminal charge or Union Grievance that directly relates to the matter. The Employee's benefits will remain intact until termination, if any.

#### **5.6 Access to Personnel Files**

Personnel files kept by the Village on all Employees covered by this Agreement 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 Employee involved, unless otherwise required by law,

except to the extent that the Village may verify an Employee' employment status, employment dates, position, and salary.

Also, individual Employees 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/her 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. Employees may make copies of any such materials contained in these files.

Further, after one (1) year from the date discipline is issued, the Village agrees to purge and remove from these files all oral reprimands in these personal files providing these infractions or violations described have not been repeated in the ensuing one (1) year. After five (5) years from the date discipline is issued, the Village agrees to purge and remove from these files all written reprimands in these personal files providing these infractions or violations described have not been repeated in the ensuing five (5) years. All suspensions and discharges shall remain in the Employee's file regardless of when issued.

Employees 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 Employees, then such materials may be withheld by the Village.

## **5.7 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. A copy of any such recommendation, along with the supporting allegations or reasons therefore, shall be submitted in writing to the



Employee, with a copy to the Union, before any such dismissal recommendation can take effect.

## **ARTICLE VI**

### **SENIORITY**

#### **6.1 Definition Of Seniority**

Police Department seniority shall apply to all Commanders and Sergeants whose original date of hire was as a Commander or Sergeant. Police department seniority shall date from the Employee's earliest date of continuous employment as a Commander or Sergeant. Police department seniority shall be used to determine the status of individual Employees in matters of shift scheduling, promotions and reduction in force within the Bargaining Unit, opportunities to work overtime within the Bargaining Unit, opportunities to bid for specific assignments within the Bargaining Unit, training opportunities within the Bargaining Unit, and such other matters that may arise from time to time and which may require a fair and equitable means of choosing one Employee over another.

#### **6.2 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 dates original applications for work as a Commander or Sergeant were received by the Village. In the event that seniority still cannot be determined, then by alphabetical order of the Commander's or Sergeants' last names.

#### **6.3 Seniority List**

The Village agrees to prepare a Seniority List for Commanders and Sergeants on an annual basis, not later than December 31<sup>st</sup> 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 Employees 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 charges. The Village agrees to provide the Union with such updated Seniority Lists as they become available

#### **6.4 Probationary Period Seniority**

All newly-hired Commanders and Sergeants shall be considered probationary Employees until they successfully complete a probationary period of twelve (12) months from the date of hire. If a probationary Employee does not successfully complete his/her probationary period, the Village may terminate his/her employment. Seniority among probationary Employees shall not apply until after they complete their probationary period, in which case they shall then be deemed to have accrued twelve (12) months of seniority with the police department. The Chief of Police may extend a given Employee's probationary period for one time for a three-month period, if, at the Chief's discretion, that Employee requires additional time to qualify as a Robbins Police Department Commander or Sergeant. However, all appropriate benefits, including ranking on Seniority List, shall accrue to all covered Employees who have completed twelve (12) months of service in the police department, whether or not their probationary periods have been extended.

#### **6.5 Accrual And Non-Accrual Of Seniority**

Seniority shall accrue on a continuous basis following the twelve (12) month probationary period and shall be a determining factor in all such matters in which Employees shall be deemed to have the right to choose. Seniority shall not accrue during any periods in which an employee 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 less than thirty (30) days that an Employee may experience. Seniority shall also accrue during any work-related disability leave that an Employee may experience, provided that such leave does not exceed twelve (12) months. After thirty (30) continuous days of non-work related sick/disability leave or after twelve (12) continuous months of work related sick or 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 Employee who returns to work as a Commander or Sergeant following extended sick leaves or extended disability leaves shall be entitled to claim and exercise all Bargaining Unit 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.

Seniority shall be terminated whenever an Employee resigns, is discharged for cause, retires, or has been laid off during a reduction in force and not called back for one (1) year.

#### **6.6 Seniority And Reduction In Force**

If a reduction in force becomes necessary, it shall be implemented following the principle of reverse seniority, meaning the last Employees hired shall be the first to be laid off or terminated.

Further, any Employee removed from the Robbins Police Department 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.

#### **6.7 Seniority, Shift Scheduling And Days Off**

The Village agrees that seniority shall be the determining factor in allowing Employees to bid on or otherwise select the shifts they will work. However, the

final authority for approving such selections shall reside with the Chief of Police and shall reflect the overall staffing needs of the Department. Days off are assigned by the Village based on Police Department needs and without regard to seniority.

## **ARTICLE VII**

### **EMPLOYMENT PRACTICES & PROCEDURES**

#### **7.1 Call-In Compensation**

Except as provided for herein, the Village agrees that any Commander and Sergeant who is called in prior to the start of a regularly scheduled shift, or who is called in on what would otherwise be a regularly scheduled day off, or who is called back after the end of a regularly scheduled shift, shall be compensated for a minimum of two (2) hours, to be paid at the appropriate overtime rate of pay. A Commander or Sergeant who is called back to work to correct his own error, which can not wait until the Commander's or Sergeant's next regular tour of duty, may not be compensated.

All Commanders and Sergeants who are not scheduled to work and attend any mandatory department meeting or telephone conference meeting will be compensated for a minimum of two (2) hours pay at the overtime rate.

#### **7.2 Court Time**

Commanders and Sergeants required to attend or remain on stand-by for court, outside their regular work hours, shall be compensated at the overtime rate, with a minimum of four (4) hours, or the actual time spent in court, whichever is greater. Officers required to attend court while off-duty shall receive a minimum of four (4) hours, or the actual time spent in court, whichever is greater. Court pay only applies when the Commander or Sergeant is appearing on behalf of the Village of Robbins in an official

capacity as a Commander or Sergeant; it does not apply if the Commander or Sergeant is a defendant in a case unrelated to his profession.

In addition, the Commander and Sergeant shall receive fifty cents (.50¢) per mile for court attendance, when such Commander or Sergeant uses a non-departmental vehicle (private vehicle). For the purposes of calculation, the Robbins Village Hall shall be used to calculate round trip mileage.

Witness fees provided in civil proceedings which arise out of the Commanders and Sergeants employment shall be turned over to the Village in order to receive court compensation.

### **7.3 Residency Requirement**

All employees covered by this Agreement may live outside of the City of Robbins.

### **7.4 Overtime Hours**

All time in excess of the hours worked in a regular eight (8) hour shift shall be paid at one and one half (1 ½) times the Commanders and Sergeants regular rate of pay.

### **7.5 Hours of Work**

Commanders and Sergeants may select to work up to thirty two (32) hours per seven (7) day work week. The Commanders and Sergeants will pick their shifts and hours by seniority. Senior most Commanders and Sergeants will pick first. Commanders and Sergeants will select a minimum of one (1) eight (8) hour shift, or no shift for the work week. Shifts will not be split.

### **7.6 Uniforms**

The Village's uniform policy shall apply to Commanders and Sergeants. Uniforms will be issued by the Village of Robbins.

Uniform items to be included are:

- 2 pair of pants
- 2 short sleeve, button shirts
- 2 long sleeve, button shirts
- 1 pair of shoes
- 1 leather belt
- 1 jacket
- 4 t-shirts
- 1 sweater
- 1 protective body armor device with shirt cover

In addition, all Commanders and Sergeants will receive a separate check for two hundred and fifty dollars (\$250.00) every August 1<sup>st</sup> from the Village, to maintain their department uniform.

#### **7.7 Replacement/Repair of Personal Property**

The Village agrees to repair or replace as necessary a Commander's and Sergeant's eye glasses, contact lenses, and prescription sun glasses if such are damaged or broken during the course of the Commander's and Sergeant's duties while the Commander or Sergeant is required to exert physical force or is attacked by another person. Incidents are to be documented with the Commander's or Sergeants' immediate supervisor.

#### **7.8 Shift Coverage**

The Village agrees that it shall maintain a force of Commanders and Sergeants to cover each and every shift for each and every day of the year, with Commanders and Sergeants assigned to each of the three shifts. In the event a particular shift may not be covered at the start of that shift, and it is necessary to fill the position, off duty Commanders and Sergeants will be called first, followed by holding over a Commander or Sergeant. If a Commander or Sergeant is ordered to work the shortage, the Commander or



Sergeant working the shortage will be paid at the overtime rate (1<sup>1/2</sup>). All efforts will be made for the Commander and Sergeant to limit his overtime to four (4) hours unless the Commander or Sergeant agrees to work the full shift.

#### **7.9 Rules, Regulations, Policies and Procedures**

The Village agrees that within a reasonable amount of time following the signing of this Agreement, the Chief of Police or his designee will prepare and post a master copy of all Village and Police Department Rules, Regulations, Policies and Procedures as well as the Village of Robbins Employee Handbook that pertain to the specific duties of all Commanders and Sergeants covered by this agreement. Employees will sign a cover sheet indicating that they have read the posted materials. If an Employee requires a copy of the posted material, he or she may use the Department's copy machine for this purpose. It is understood that by posting copies of such written Rules, Regulations, Policies and Procedures that guide their daily activities, that a higher level of professionalism 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 VIII HOLIDAY AND LEAVES**

### **8.1 Holidays**

The following are the twelve (12) days that shall be recognized as paid holidays. Officers working on these days will be paid at two (2) times their regular rate of pay for all hours worked.

New Years Day	Martin Luther King's Birthday
Washington's Birthday	Easter
Memorial Day	Independence Day
Labor Day	Columbus Day
Thanksgiving Day	Christmas Eve Day
Christmas Day	Veteran's Day

Officers whose regularly scheduled day off coincides with an established holiday, or who are on vacation, and are required to work that holiday, shall receive double their hourly rate of pay, in addition to another day off, at the regular rate of pay, within the same calendar year. Such additional days off shall be taken at a time mutually agreed upon by the Officer and his/her supervisor.

Officers who regular scheduled day off coincides with an established holiday, will be granted an additional day off, at their regular rate of pay, at a time mutually agreed upon by the Officer and his/her supervisor.

#### **8.4 Jury Duty Leave, Court**

Any Commander or Sergeant covered by this Agreement who is summoned as a witness in a criminal or civil Court proceeding or is summoned and reports for jury duty shall be granted leave to fulfill such duty. The Village shall compensate any Employee who is required to serve as a juror at his or her regular rate of pay, assuming such court or court-related appearance takes place on the day when the Employee would have been scheduled to work. The Village shall compensate any Employee who, because of his/her work as a Commander or Sergeant is required to participate in a Criminal or Civil Court proceeding at his or her regular rate of pay, assuming such court or court-related appearance takes place when the Employee would have been scheduled to work. The Employee shall present proof of such service to the Chief of Police or his designee. Any fees or expense reimbursements that are

paid to the Employee for such duty by the court shall, in turn, be paid by the Employee to the Village.

#### **8.5 Military Leave**

The parties agree that they will be bound by the provisions of all state and federal military leave statutory requirements during the duration of this Agreement.

### **ARTICLE XIV TRAINING AND CERTIFICATION**

#### **9.1 Professional Training & Certification**

The Village agrees that all Commanders and Sergeants covered by this Agreement shall be eligible to participate in professional training classes and upgrading programs and shall be encouraged to do so. In all cases, Employees who participate in such training shall be paid at their regular rates of pay and where appropriate at overtime rates of pay. It shall be the responsibility of the Village to determine when and where such Employee training programs will be conducted. However, Employees may recommend appropriate training programs for themselves that would ultimately improve their skill levels and their professional abilities. If said training is approved, the costs for such professional training and/or certification programs shall be borne entirely by the Village.

Employees who participate in such programs shall do so only upon the prior approval of the Chief of Police or his designee. Employees who travel outside Robbins for such training shall be compensated for mileage at the rate determined by the IRS if not using a Village vehicle.

## ARTICLE X

### BASE SALARY LEVELS

Base Salary Levels are as follows:

#### Commanders

	ADJUSTMENT	May 1, 2018 - 3%	May 1, 2019 - 3%
START	\$ 14.25	\$ 14.73	\$ 15.22
After 1 Year	\$ 14.75	\$ 15.25	\$ 15.76
After 3 Years	\$ 15.25	\$ 15.76	\$ 16.29
After 5 Years	\$ 15.75	\$ 16.28	\$ 16.82

#### Sergeants

	ADJUSTMENT	May 1, 2018 - 3%	May 1, 2019 - 3%
START	\$ 12.25	\$ 12.67	\$ 13.10
After 1 Year	\$ 12.75	\$ 13.19	\$ 13.64
After 3 Years	\$ 13.25	\$ 13.70	\$ 14.16
After 5 Years	\$ 13.75	\$ 14.22	\$ 14.70

Wages in the first year will be retroactive to December 1, 2017.

## **ARTICLE XI**

### **MISCELLANEOUS WORKING CONDITIONS**

#### **11.1 Seniority and Rescheduling (Trading of Shifts)**

The Village agrees that regularly scheduled shifts and regularly scheduled days off may periodically be voluntarily traded between individual Commanders or Sergeants without regard to seniority. In such instances, both Commanders or both Sergeants 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. It is understood that if trading shifts, a Commander or Sergeant 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.

#### **11.2 Equipment Safety**

The Village agrees that no unsafe or improperly maintained or non-functioning equipment shall be assigned to Employees covered by this Agreement.

#### **11.3 Drug Screening and Testing**

All applicants for employment as Village of Robbins Employees shall be required to take and pass a standardized drug screening process before being hired by the Village. Testing of such applicants shall be done according to State of Illinois and/or Federal guidelines and statutes, and shall be performed specifically according to the terms and conditions of the Illinois Controlled Substances Act, 720 ILCS 570/101.

## **ARTICLE XII**

### **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 request of either party, commence good faith bargaining over possible replacement language for the invalidated section, sub-section or portion of this Agreement.



## **ARTICLE XIII**

### **ENTIRE AGREEMENT**

This Agreement constitutes the complete and entire Agreement between the parties. This Agreement supersedes and cancels all prior practices and Agreements, whether written or oral, which conflict with the express terms of this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the parties waive the right to negotiate on any issue, whether known or unknown, and that the understandings and Agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement.

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 XIV DURATION

This Agreement shall be effective as of the date the Contract is executed by both parties, with Salary Increases going into effect retroactively to Dec 1, 2017, and shall remain in full force and effect until 11:59 p.m. on the 30<sup>th</sup> Day of April, 2020

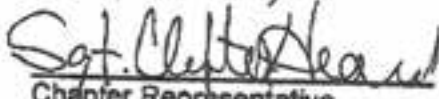
It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and effect during the period of negotiations, including any resulting mediation, and until notice of termination of this Agreement is provided to the other party.

Should the parties arrive at an impasse during the period of negotiations, then the Employer and the Union do mutually agree to seek mediation from the Illinois Labor Relations Board.

Agreed to, signed and entered into this 13<sup>th</sup> day of March, 2018

**Illinois Council Of Police,**

  
Norm Frese, President

  
Sgt. Cleto Heard  
Chapter Representative

**Village of Robbins,**

