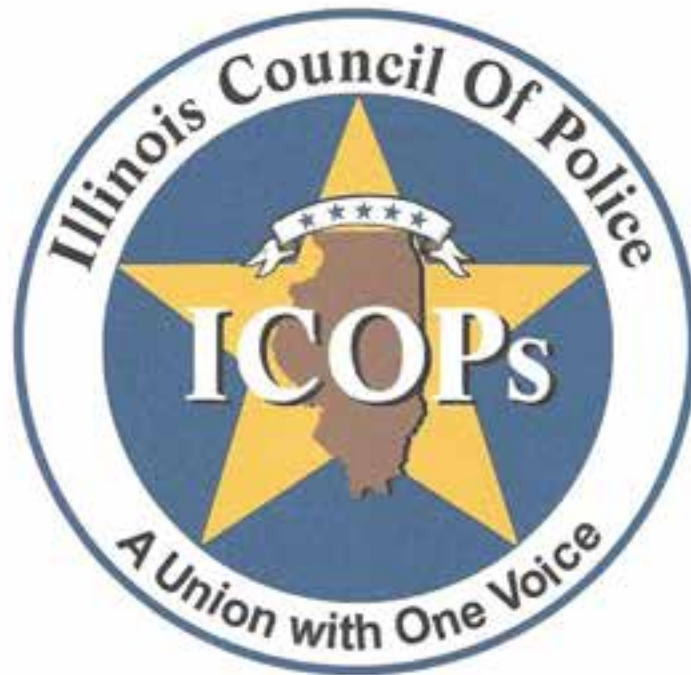


# AGREEMENT

Between



**ILLINOIS COUNCIL OF POLICE**

**And**

**VILLAGE OF ROCKDALE**

**Police Officers**

January 1, 2018 through December 31, 2019

**POLICE DEPARTMENT AGREEMENT**

**BETWEEN**

**THE VILLAGE OF ROCKDALE**

**AND**

**ILLINOIS COUNCIL OF POLICE**

**COVERING VILLAGE OF ROCKDALE POLICE OFFICERS**

**January 1, 2018 – December 31, 2019**

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## **PREAMBLE**

This Agreement entered into by the Village of Rockdale, Will County, Illinois, hereinafter referred to as "Village" or "Employer" and The Illinois Council of Police, hereinafter referred to as the Union.

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

### **Section 1.1 Recognition**

Pursuant to the certification by the Illinois Labor Relations Board, the Employer recognizes the Union as the exclusive bargaining agent for the purpose of establishing salaries, wages, and other conditions of employment for all full-time and part-time sworn officers within the police department of the Village of Rockdale of the rank of patrolman and sergeant. None of the provisions of this Agreement shall be construed to require either the Employer or the Union to violate any Federal or State Laws.

### **Section 1.2 Probationary Period - Full-time Employees**

All newly employed full-time police officers shall serve a probationary period of eighteen (18) months. Time absent from work in excess of thirty (30) days in any twelve (12) month period shall not apply toward completion of the probationary period. During the probationary period, the officer shall be an employee at-will and may be disciplined or discharged without notice and without cause. With respect to discipline and/or discharge, the grievance procedure shall not be available to a probationary police officer.

All vacation time, sick time and personal time is earned only after an officer has been employed for one (1) full year.

### **Section 1.3 Part-time Employees**

Part-time officers shall be at-will employees and shall serve at the pleasure of the Village Board. Article IX shall not apply to part-time officers.

### **Section 1.4 Fair Representation**

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

### **Section 1.5 Gender**

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

### **Section 1.6 Application of Agreement**

Any benefits provided in this Agreement are only applicable to full-time officers unless specifically provided otherwise in this Agreement.

**Section 1.7 Residency Not Required**

Throughout the term of this Agreement, bargaining unit employees shall not be required to reside within the Village limits of the Village of Rockdale. This section shall take precedence over any conflicting ordinance.

**ARTICLE II**  
**MANAGEMENT RIGHTS**

**Section 2.1 Management Rights**

Except as specifically limited by the express provisions of this Agreement, the Employer retains the exclusive right to make and implement decisions with respect to the operation and management of its operations and direction of its employees in all respects. Such rights include but are not limited to the following: to determine its mission, policies and to set forth all standards of service offered to the public; to plan, direct, control and determine all the operations and services of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to hire, assign and transfer officers; to schedule and assign work; to decide what work or services shall be performed by officers; to establish work and productivity standards and, from time to time, to change those standards; to require and assign overtime; to determine the methods, means, organization and number of personnel by which operations are conducted; to establish the classification of positions; to contract out for goods or services; to make, alter and enforce rules, regulations, orders and policies; to evaluate officers; to promote, demote and layoff officers; to change or eliminate existing methods, practices, equipment or facilities or introduce new ones; to discipline, suspend and discharge part-time and probationary officers with or without cause; to discipline, suspend and discharge post-probationary officers for just cause; and to take any and all actions as may be necessary to carry out the mission of the Village and the Police department. If, in the sole discretion of the Village President it is determined that a civil emergency exists, the provisions of this Agreement may be suspended by the Village President or Village Administrator during the time of the emergency, provided that wage rates and all other economic benefits shall not be suspended.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Village, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

**Section 2.2 Work Rules and Regulations**

The Village agrees to post or make available in the department a copy of its applicable work rules where such rules exist in writing. Whenever the Village changes rules or issues new rules applicable to employees, the Union will be given at least five (5) days' prior notice, absent emergency, before the effective date of the work rules in order that the Union may discuss such rules with the Village within that five (5) day period before they become effective if the Union so requests.

**Section 2.3 Work Schedule**

Once the Chief of Police has posted the work schedule, no changes to the schedule are allowed unless the officer intends to use personal time, vacation time or compensatory time. All requests to utilize personal time shall be submitted in writing to the Chief twenty-one (21) days

in advance, except in exigent circumstances which are to be explained in writing by the officer, the twenty-one (21) days advance notice shall be computed from the date the request is received by the Chief of Police.

Any allowed schedule changes cannot result in additional wages being paid by the Village to cover a change request or shift swap.

The maximum number of allowed shift change requests per calendar year shall be four (4) per officer. An officer agreeing to a shift change requested by another officer shall not be charged the shift change to which he agrees but did not request.

### **ARTICLE III** **NO STRIKE CLAUSE**

#### **Section 3.1 No Strike**

No police officer covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slow down or withholding of services. The Union agrees that neither it nor any of its officers, agents or members will call, institute, authorize, participate in, sanction or ratify any strike, work stoppage, slow down or withholding of services during the term of this Agreement, as a result of a labor dispute with Employer for any reason whatsoever. All police officers covered by this agreement occupy a position of special trust and responsibility in maintaining and bringing about compliance with this provision, including the responsibility to remain at work during any interruption which may be initiated by other police officers, and shall encourage police officers violating this paragraph to return to work.

#### **Section 3.2 - Union's Responsibility**

Should any activity proscribed in Section 1 of this Article occur the Union shall immediately:

- A. Publicly disavow such action by the officer(s) or other persons involved;
- B. Advise the employer in writing that such action has not been caused or sanctioned by the Union;
- C. Notify the officer(s) stating that it disapproves of such action instructing all employees to cease such action and return to work immediately;
- D. Take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the employer to accomplish this end.

#### **Section 3.3 - Discharge of Violators**

The employer shall have the right to discharge or otherwise discipline any or all officers who violate any of the provisions of this Article. In such event, the officer or officers, or the Union in their behalf, shall have no recourse to the grievance procedure except to determine if the officer engaged in the conduct.

**Section 3.4 No Lockout**

During the term of this Agreement the Employer shall not lockout any bargaining unit members.

**ARTICLE IV**  
**UNION SECURITY AND DUES**

**Section 4.1 Dues Checkoff and Fair Share**

With respect to any officer from whom the employer receives individual written authorization, signed by the officer in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the employee the dues and initiation fee required as a condition of membership in the Union, or a representation fee, and shall forward such amount to the Union within thirty (30) calendar days after close of the pay period for which the deductions are made, the amounts deducted shall be set by the Union.

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

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected officer and the Union are unable to reach an agreement on the matter, the organization shall be selected by the affected officer from an approved list of charitable organizations established by the Illinois State Labor Board, and the payment shall be made to said organization.

**Section 4.2 Indemnification**

The Union shall indemnify and hold the Village harmless against any and all claims, demands, suits or other forms of liability, including costs and attorney's fees that may arise out of or by reason of any action taken by the Village for the purpose of complying with any provisions of Section 4.1. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved employee.

**Section 4.3 Chapter Representatives**

The Village recognizes the right of the Union to select Chapter Representatives and the Union agrees to furnish the Village, within two weeks of ratification of this Agreement, with the



names of Chapter Representatives selected by the Union. The Chapter Representatives shall be deemed as the Union's official spokesperson(s). Chapter Representatives are not permitted to conduct Union business during work hours without the permission of the Chief of Police.

#### **Section 4.4 Union Representatives**

The Village agrees that representatives of the Union shall have reasonable access to designated areas of the Police Department premises during normal Village Hall working hours with advance notice to the Chief of Police. Such access shall be for the administration of this Agreement. The Union agrees that such activities shall not interfere with the normal work duties of the employees or interfere with the confidential operation of the Department. The Village reserves the right to designate the accessible areas as provided herein.

#### **Section 4.5 Bulletin Boards**

The Employer shall provide a Union bulletin board at the police station. The Board shall be for the sole and exclusive use of the Union. The items posted shall not be political, partisan or defamatory in nature.

#### **Section 4.6 New Employees**

The Employer agrees to notify the Union Chapter Representatives of the hiring of all new full-time and part-time sworn police officers whose job classifications are covered by this Agreement within ten (10) working days of the date of hire.

### **ARTICLE V** **COMPENSATION AND HOURS OF WORK**

#### **Section 5.1 Application**

This Article is intended to define the normal hours of work and shall not be construed as a guarantee of a maximum or minimum daily or weekly work schedule.

#### **Section 5.2 Compensation**

The base salary, step movement and placement of officers on the salary schedule shall be in accordance with Exhibit A. The base salary and step movement for full-time officers and full-time sergeants shall be computed from the date said officer became full-time with the Village and in the case of a sergeant, the date that sergeant attained the rank of full-time sergeant with the Village.

#### **Section 5.3 Hours of Work and Overtime**

5.3.1 Overtime shall be mandatory.

##### **5.3.2 Eight-Hour Shift**

Officers who are assigned to an eight (8) hour shift shall receive overtime pay for all time worked in excess of forty (40) hours in a 7 (seven) day work period. Overtime shall be compensated at a rate of one and one-half (1-1/2) times the Officer's regular

hourly straight time rate of pay. All authorized paid time off shall be included in determining whether an Officer has worked in excess of the forty (40) hour requirement. Officers will have the choice of being paid for overtime work or taking the overtime as compensatory time and can accumulate up to a maximum of forty (40) hours of compensatory time. Use of compensatory time may be denied due to the manpower needs of the employer. All compensatory time shall be taken in a minimum of two (2) hour increments. It is understood that earned compensatory time is overtime pay only and will be converted to regular time on the officer's paystub.

Patrol Officers shall be permitted two (2) fifteen (15) minute rest periods, one to be taken at a reasonable time during the first half of the shift and one to be taken at a reasonable time during the second half of the shift, and one thirty (30) minute meal period during each shift. Patrol Officers shall remain on duty and within Village limits during rest and meal periods.

### **5.3.3 Part-Time Officers**

Part-time officers may elect to bank a maximum of forty (40) hours of regular pay which will be paid out to the part-time officer at his election, on a later date, as regular pay, subject to the manpower needs of the employer.

### **Section 5.4 No Pyramiding**

Pyramiding of wages or benefits shall not be permitted.

### **Section 5.5 Call Back**

A call-back is defined as an official work assignment which does not continuously precede or follow an officer's scheduled working hours. A full-time officer called back to work under this Section after having left work shall receive a minimum of two (2) hours' pay at their applicable hourly rate of pay, unless the individual is called back to rectify his own error or unless the time extends into his regular work shift. If the call-back results in the officer working more than two (2) hours, he shall be paid for his actual time at his applicable hourly rate of pay. Scheduled overtime shall not be considered a call-back under this section.

### **Section 5.6 Court Time**

So long as the court assignment does not continuously precede or follow an officer's scheduled working hours, officers who would otherwise be off-duty shall receive a minimum of three (3) hours' pay at their applicable hourly rate of pay when appearing in court on behalf of the Village, or the actual amount of time spent appearing in court.

## **ARTICLE VI** **VACATION**

Each full-time police officer shall receive annual paid vacation leave in accordance with the following schedule:

| <u>Years of Service</u> | <u>Vacation</u> |
|-------------------------|-----------------|
| After 1 year            | 40 hours        |
| After 2 years           | 80 hours        |
| After 7 years           | 120 hours       |
| After 12 years          | 160 hours       |
| After 20 years          | 200 hours       |

All vacations shall be scheduled with the approval and consent of the Police Chief. Vacation time must be used each calendar year, unless the officer is required by the employer not to use said vacation time. Except as provided herein, all earned vacation time not used by the employee by the end of the Calendar year shall be forfeited unless the vacation time is not used because of the employer's requirements.

All Article VI vacation time shall be taken in eight (8) hour increments only.

**ARTICLE VII**  
**HOLIDAY AND PERSONAL TIME**

**Section 7.1 Holidays**

The following are paid holidays:

|                  |                        |
|------------------|------------------------|
| New Year's Day   | Labor Day              |
| President's Day  | Veteran's Day          |
| Good Friday      | Thanksgiving Day       |
| Memorial Day     | Day after Thanksgiving |
| Independence Day | Christmas Day          |
| Christmas Eve    |                        |

If the officer's birthday falls on the date of one of the other enumerated paid holidays in Section 7.1, the officer shall only be entitled to pay as outlined in Section 7.2

**Section 7.2 Holiday Pay/Holiday on Day Off**

- A. Full-time police officers required to work during any one of the holiday periods listed above shall receive eight (8) hours of holiday pay at the officer's straight time rate. In addition, affected officers shall be compensated at one and one-half (1 ½ ) times their regular rate of pay for the actual hours worked. A full-time officer shall not be paid for two holiday periods if his birthday falls on one of the other enumerated holidays.
- B. Police officers not scheduled to work a holiday shall receive their choice of eight (8) hours of straight time pay or another day off. If an officer elects to take another day off, that day shall be scheduled by the mutual agreement of the Chief and the officer.

- C. In order to receive holiday pay, the officer must work their regularly scheduled shifts prior to and after the holiday, unless their absence is excused by the Employer.
- D. An officer must be employed for thirty (30) days in order to be eligible for holiday pay.
- E. Any part-time officer who works one of the above listed Holidays will be paid at time and one half (1 ½)

**Section 7.3 Personal Days**

Each police officer shall receive five (5) days (40 hours) of personal time each calendar year which may be used upon mutual agreement between the officer and the Chief of Police. Use of personal days may be denied due to manpower needs of the employer. At the end of each calendar year unused personal time shall be forfeited, unless the personal time is not used because of the employer's requirements.

All Section 7.3 personal time shall be taken in eight (8) hour increments only.

**ARTICLE VIII**  
**LEAVE OF ABSENCE**

**Section 8.1 Absence from Work**

All absences from work, including illness, must be reported to the Supervisor in charge a minimum of two (2) hours prior to the assigned work shift. Unauthorized absence from work is to be regarded as an unpaid absence without leave. Instances of absence without leave may be grounds for disciplinary action. If an officer becomes ill during working hours, he must notify his supervisor before leaving work.

**Section 8.2 Sick Leave**

Sick leave may only be used for illness of the officer. If the duration of the illness lasts longer than one (1) day, the officer must notify the Chief of Police and/or his designee daily. An employee may be required, after three (3) consecutive shift absences, to furnish a certificate from a licensed physician to support their sick leave claim; such certification must be approved by the Chief of Police for continuance of sick leave benefits. An officer who has three (3) events of sick leave usage in a six (6) month period may be required to furnish a certificate from a physician to support the sick leave claim for any further sick leave usage for the six (6) month period following the third event. The officer may be required to be examined by a physician designated by the Village at the expense of the Village.

**Section 8.3 Sick Leave Accrual and Usage**

In order to use accrued sick leave and receive compensation while absent, the officer shall comply with the provisions of Sections 8.1 and 8.2. The deduction for sick leave shall be on an hour for hour basis.

Officers shall accrue sick leave at the rate of ten (10) days per year prorated monthly. An employee shall receive credit for a month worked if that employee has worked at least one-half

(1/2) of the workdays in a calendar month, or has been absent on a paid leave at least one-half (1/2) of the workdays in a calendar month, or any equivalent combination of work and paid leave.

An employee may accumulate sick leave to a maximum of four hundred eighty (480) hours.

When all accrued sick leave has been exhausted, the officer shall request from the Chief of Police, in writing, an extended unpaid leave of absence, subject to final approval of the Village Board.

All Section 8.3 sick leave shall be in a minimum of two (2) hour increments. In addition, any full-time officer or full-time sergeant with twenty (20) or more years total employment with the Village shall have the ability to utilize any unused sick time toward early retirement. All unused sick time will be paid to the retiring full-time officer or sergeant on the normal Village payroll schedule beginning on the date of retirement. No unused sick time will be paid out in a lump sum.

#### **Section 8.4 Funeral Leave**

In the event of the death of member of the employee's immediate family the Chief or his designee may grant time off with pay not to exceed three (3) consecutive work days for an in-state death and not to exceed an additional two (2) days for an out-of state death. For purposes of this section, immediate family is defined as the employee's spouse, mother, father, child, sister, brother, grandparents, legal guardian, or other person currently residing as a member of the household with the employee

#### **Section 8.5 Military Leave**

Military leave shall be granted in accordance with state and federal law.

#### **Section 8.6 Jury Duty**

Employees shall receive their regular base pay for the time spent on Jury Duty upon signing and remitting their Jury Duty check to the Village.

## **ARTICLE IX** **GRIEVANCE PROCEDURE**

#### **Section 9.1 Definition**

A grievance is defined as any disagreement between the Union or an employee and the Employer over the interpretation or application of any express provisions of this Agreement.

## **Section 9.2 Grievance Steps**

The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

### **Step 1. CHIEF OF POLICE**

Any employee who has a grievance shall submit the grievance in writing to the Chief of Police or his designee. The grievance shall contain a statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than ten (10) business days from the date of the occurrence, or ten (10) business days from when the officer knew or reasonably should have known of the matter giving rise to the grievance, except that for errors in pay, the time period shall be twenty (20) business days. An officer's failure to file a grievance within the time period specified shall constitute a waiver of any rights to advance the grievance. The Chief of Police or his designee shall render a written response to the grievant within ten (10) business days after the grievance is presented.

### **Step 2. VILLAGE BOARD**

If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Village Board of Trustees (Board) or its designee, within fifteen (15) business days after receipt of the Employer's written response to Step 1. Within fifteen (15) business days of receipt of the Grievance at Step 2, the Board or its designee shall offer to set a meeting to discuss the grievance with the grievant and an authorized representative of the Union at a time mutually agreeable to the parties. The Board, or its designee, shall provide a written response to the grievant and the Union within fifteen (15) business days following their meeting.

### **Step 3. ARBITRATION**

If the grievance is not settled in Step 2 and the officer or Union wishes to appeal the grievance from Step 2 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within fifteen (15) business days of receipt of the Board's written response provided to the Union at Step 2:

A. In the absence of agreement on the selection of a neutral arbitrator, the parties shall file a joint request with the Federal Mediation & Conciliation Service (FMCS) for a panel of seven (7) arbitrators from which the parties shall select a neutral arbitrator. The parties shall agree to request the FMCS to limit the panel to members of the National Academy of Arbitrators and to those residing in the greater Chicago area. Both the Village and the Union shall each have the right to reject one (1) panel in its entirety within seven (7) business days of its receipt and request that a new panel be submitted. The Village and the Union shall strike names from the panel. The order of striking names shall be determined by a coin toss with the losing party striking the first and third names, and the winning party striking the second, fourth, fifth and sixth names. The remaining person shall be the arbitrator.

B. The arbitrator shall be notified of his/her selection and shall be requested to set a date for the hearing, subject to the availability of Union and Village representatives. The fees and expenses of the arbitrator and the cost of a written transcript for the arbitrator shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

### **Section 9.3 Limitations on Authority of Arbitrator**

The power of the arbitrator shall be limited to the interpretation and application of the written provisions of this Agreement. In no event may the terms and provisions of the Agreement be deleted, modified or amended by the arbitrator. He shall consider and decide only the specific issue(s) raised by the grievance as submitted to the Village at Step 1, Step 2 and/or Step 3 and shall have no authority to make his decision on any issue not so submitted to him. If, at Step 3, The Union modifies the issues presented at Step 2, it shall present the modified issues to the Employer no later than fifteen (15) business days prior to any arbitration hearing. The arbitrator shall submit his written decision within thirty (30) calendar days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties mutually agree to an extension. In the event the arbitrator finds a violation of the Agreement, he shall determine an appropriate remedy. The decision of the arbitrator shall be final and binding on the parties.

### **Section 9.4 Miscellaneous**

- 9.4.1 A business day is defined as a calendar day exclusive of Saturdays, Sundays or holidays observed by the Village.
- 9.4.2 No grievance may be filed outside of the time limits provided in Section Step 1. No grievance filed after the foregoing period shall be processed. The failure of an employee to act within the time limits will act as a bar to any further appeal.
- 9.4.3 Any decision not appealed by the Union or the grievant as provided within the time limits specified in each step shall be considered settled on the basis of the latest decision and shall not be subject to further appeal. Any grievance not answered within the time limits specified in each step shall be automatically appealed to the next step. Time limits at each step may be extended by mutual written agreement of the grievant and the Village.
- 9.4.4 No matter or action shall be treated as a grievance unless a written grievance is filed in accordance with this Article.

### **Section 9.5 Compensation During Grievance Procedure**

The grievant and Union Steward shall be given paid time off to participate in the Step 1, Step 2 and Step 3 meetings, if the meetings are conducted off work time. The grievant and one (1) employee representative shall also be given paid time off to attend any arbitration hearing conducted on working time when their presence is necessary to a disposition of the grievance.

**ARTICLE X**  
**NON-DISCRIMINATION**

Neither the Village nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate applicable laws. 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.

**ARTICLE XI**  
**DISCIPLINE**

**Section 11.1 Discipline**

**11.1.1**

In the event that the population of the Village reaches the statutory requirement for the institution of a Board of Fire and Police Commissioners, then the Village and the Union recognize that all disciplinary matters are within the sole jurisdiction of the Fire and Police Board and are not subject, to that extent, to the terms of this Agreement.

**11.1.2**

The following provision shall be in effect only so long as the population of the Village is below the statutory requirement for the establishment of a Board of Fire and Police Commissioners.

With respect to full-time post-probationary employees, the Employer agrees with the tenets of progressive and corrective discipline where appropriate. Discipline may include but not be limited to the following forms:

- (A) Oral warning, with documentation of such filed in the officer's personnel file and with a copy sent to the Union office.
- (B) Written reprimand, with a copy of such maintained in the officer's personnel file and with a copy sent to the Union office.
- (C) Suspension without pay, with documentation of such maintained in the officer's personnel file and with a copy sent to the Union office.
- (D) Discharge, with documentation of such maintained in the officer's personnel file and with a copy sent to the Union office.

Prior to actual imposition of written reprimands, suspension without pay, or discharges, the officer shall be afforded an opportunity to discuss his/her views concerning the conduct resulting in such disciplinary action. Such discussion should take place as soon as practicable after the Supervisor's decision to discipline. The officer shall be informed of the basis for such action. Furthermore, upon request of the officer, a representative of the Union (Steward) shall be allowed to be present and participate in such discussions.

**Section 11.2 Peace Officers' Disciplinary Act**

The Village agrees to abide by the Uniform Peace Officers' Disciplinary Act, (50 ILCS 725/1 *et. seq.*) as it may be amended from time to time. Nothing in this section is intended to be



construed to waive an employee's right to Union representation during an investigatory interview which the employee reasonably believes may result in disciplinary action against him (NLRB v Weingarten, 420 U.S. 251).

**[LEFT INTENTIONALLY BLANK]**

**ARTICLE XII**  
**PERSONNEL FILES**

**Section 12.1 Personnel File**

The Village agrees to abide by the lawful requirements of the "Personnel Record Review Act" (820 ILCS 40/0.01).

**Section 12.2 Purge of Personnel File**

Upon written request of the officer, any counseling form, memorandum of an oral reprimand, or a written reprimand shall be removed from the Police officer's personnel file if, from the date of the last reprimand twenty-four (24) months have passed without the police officer receiving any additional reprimand or discipline. Purged disciplinary memoranda may be retained by the Village in a separate non-personnel file for use in administrative and civil litigation.

**ARTICLE XIII**  
**INSURANCE**

**13.1 Group Health Insurance**

If the Employer provides group health insurance coverage for the general non-represented workforce of the Employer, the Employer shall provide group health insurance coverage for bargaining unit employee at the same level of benefits and with the same employee premium contributions, which the Employer provides for the general non-represented workforce of the Employer.

**13.2 – Plan Document to Govern**

The extent of coverage under the insurance plans and/or policies referred to in this Article shall be governed by the terms and conditions set forth in the plans and/or policies. Any dispute concerning the coverage shall be resolved in accordance with the terms and conditions of said plan or policy and shall not be subject to the grievance procedure of this Agreement.

**13.3 - Group Life Insurance**

If the Employer provides group life insurance coverage for the general non-represented workforce of the Employer, the Employer shall provide group life insurance coverage for a bargaining unit employee at the same level of benefits and with the same employee premium contributions, which the Employer provides for the general non-represented workforce of the Employer.

**ARTICLE XIV**  
**UNIFORM BENEFITS**

**Section 14.1 Uniforms**

Uniforms shall be prescribed by the Employer. Securing work boots and duty belt gear will be the responsibility of the Employer upon hiring. Uniforms shall be allotted to each Employee upon hire. Uniforms shall remain the property of the Employer. Uniforms shall be replaced by the Employer, as necessary, due to normal wear and tear. Work boots and duty belt gear shall be replaced by the Employer, as necessary, due to normal wear and tear. The cost of required uniform replacement, due to other than normal wear and tear, as determined by the Employer, shall be paid by the Employee.

**Section 14.2 Basic Issue**

The Village will, at its own cost, pay for and provide to each officer the following, in such quantities as deemed necessary in the Village's sole discretion based on the officer's full or part-time status:

- Short sleeved shirt
- Long sleeved shirt
- Pants
- Coat
- Protective vest\*
- Boots
- Any other duty gear as determined by the Chief of Police

\*Protective vests shall be replaced based on the manufacturer's recommendation. Each officer shall be responsible for maintaining his issued protective vest and for notifying the Chief of Police of any issues, damage or need for replacement of his protective vest.

**Section 14.3 Weapon Qualification and Ammunition**

Each bargaining unit member will be issued fifty (50) rounds of range ammunition twice a year for the purpose of qualification. Each bargaining unit member will be supplied with fifty rounds of duty ammunition each year.

**ARTICLE XV**  
**OFF DUTY EMPLOYMENT**

The Village reserves the right to approve part-time employment requests. All part-time officers shall request off duty security or law enforcement employment in writing to the Chief of Police, approval of said off duty security or law enforcement employment shall not be unnecessarily withheld. Full-time Village officers may not carry on, concurrently with their public service, any private business, undertaking or employment, attention to which affects the time or quality of their work, or which casts discredit upon or creates embarrassment for the Village Government. No Village uniforms or equipment may be used for off duty employment.

**ARTICLE XVI**  
**SENIORITY**

**Section 16.1 Seniority**

Unless stated otherwise in this Agreement, seniority for the purpose of this Agreement shall be defined as a police officer's length of continuous full-time service in rank with the Village since the police officer's last date of hire. Seniority shall not include periods of unpaid leave time in excess of thirty (30) days consecutive. An officer's seniority shall entitle such officer only to such rights as are specifically provided for in this Agreement

**Section 16.2 Loss of Seniority**

An officer shall lose all seniority credit in the event of the following:

- a. Voluntary or involuntary termination.
- b. An officer fails to give a written notice of an intent to return to work within three (3) days of a notice for recall.
- c. An officer is absent from work for three (3) days without advising the Employer.
- d. The officer is retired.

**Section 16.3 Maintenance of Seniority List**

A current and up-to-date seniority list showing the names and length of service of each police officer shall be maintained for inspection by members and shall be updated on an annual basis.

**ARTICLE XVII**  
**EXTRA DUTY EMPLOYMENT**

Extra duty employment shall be defined as employment for which the Village is reimbursed by a person or entity seeking special security from Village officers. Officers working extra duty employment shall be compensated at the rate of Thirty-Five Dollars (\$35.00)

per hour unless the extra duty employment is at the Rockdale Public School, then such rate shall be Thirty Dollars (\$30.00) per hour. All non-school extra duty employment shall be for a minimum of three (3) hours. Rockdale Public School extra duty employment shall be a minimum of two (2) hours.

## **ARTICLE XVIII** **DRUG AND ALCOHOL TESTING**

### **Section 18.1 Policy**

It is the policy of the Employer that the public and the Employer have the reasonable right to expect persons employed by the Employer to be free from the effects of drugs and alcohol. The Employer has the right to expect the Employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any established rights of the Employees.

### **Section 18.2 Reasonable Suspicion Testing**

Officers may be required to submit to drug and alcohol testing following a vehicle accident or a weapons discharge. Employees may be required to submit to drug and alcohol testing upon a reasonable suspicion that the employee is under the influence of drugs or alcohol.

### **Section 18.3 Random Testing**

Officers shall be subject to random drug and alcohol testing. Said testing shall occur no more than four (4) times per year. Random selection shall be made either from a computer program so designed or through a random selection of names by the Chief of Police performed in the presence of a bargaining unit steward from a container which contains all names without prior identification of the names to be selected.

### **Section 18.4 Voluntary Requests for Assistance**

The Employer shall take no adverse employment action for drug or alcohol use against an officer who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem prior to an occurrence which leads to a request by the Employer to submit to testing in accordance with this Article, other than the Employer may require reassignment of the officer with pay if he is then unfit for duty in his current assignment. The Employer shall make available a means by which the officer may obtain referrals and treatment. All such requests shall be confidential and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the officer's interests, except reassignment as described above. An officer who voluntarily seeks assistance with drug and/or alcohol related problems prior to an occurrence which leads to a request by the Employer to submit to testing in accordance with this article, shall not be subject to any disciplinary or other adverse employment action for drug or alcohol use by the Employer. The foregoing is conditioned upon:

- (a) the officer agreeing to appropriate treatment as determined by the physician(s) involved;
- (b) the officer discontinues his use of illegal drugs or abuse of alcohol;

- (c) the officer completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
- (d) the officer agrees to submit to random drug and alcohol testing during hours of work during the period of "after-care", or for a period of six (6) months from the return to work, whichever is greater;
- (e) the officer's use of drugs or alcohol did not contribute to the loss of life or injury to any person.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an officer on active status throughout the period of rehabilitation if it is appropriately determined by the Chief of Police that the officer's current use of alcohol or drugs prevents such individual from performing the duties of a police officer or whose continuance on active status would constitute a direct threat to the property or safety of others. Such officers shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence, at the officer's option, pending treatment. The foregoing shall not limit the Employer's right to discipline officers for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

#### **Section 18.5 Discipline**

Officers who do not agree to or who do not act in accordance with the provisions of this Article, or officers who test positive for the presence of illegal drugs or alcohol during the hours of work and who have not voluntarily requested assistance prior to an occurrence which leads to a request by the Employer to submit to drug and alcohol testing in accordance with this article, or officers who test positive a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work after having complied with the provisions of Section 18.4 shall be subject to discipline, up to and including discharge.

The Employer retains the authority to discipline officers for inappropriate conduct independent of this Section.

### **ARTICLE XIX** **SAVINGS CLAUSE**

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

**ARTICLE XX**  
**RATIFICATION**

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

**ARTICLE XXI**  
**TERM**

The term of this Agreement is January 1, 2018 to December 31, 2019. This Agreement shall be effective as indicated in Article XX above. However, the Union hereby waives any rights of retroactivity for purposes of wages and salary only. All other terms and conditions shall apply retroactively to January 1, 2018 irrespective of the date ratification. Not earlier than ninety (90) days preceding expiration, either party may notify the other in writing of its desire to modify the terms of this Agreement.

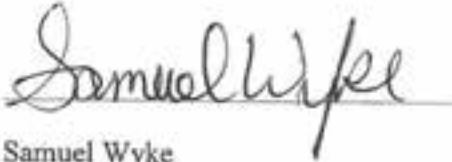
**ARTICLE XXII**  
**ENTIRE AGREEMENT**

This agreement shall constitute the full and complete agreement between both parties. It supersedes and cancels all previous agreements, verbal or written, or based on alleged past practices between the employer and the Union.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement, including the impact of a decision by the Village on an inherent managerial policy, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. The Union specifically waives any right it may have to impact or affect bargaining for the life of this Agreement. Therefore, this Agreement constitutes the sole, entire existing Agreement between the parties hereto, supersedes all prior agreements, oral and written, expressed or implied between the Village and the officers' representative and expresses fully and without reservation all obligations and restrictions imposed upon each of the respective parties during the term of this Agreement.

All prior charges, complaints, grievances, discharges or reprimands, known or unknown, before signing of this Agreement are not subject to this Agreement.

VILLAGE OF ROCKDALE



Samuel Wyke  
Village President

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Date: Feb 22, 2018

ILLINOIS COUNCIL OF POLICE



Norm Freese, President



Rockdale Chapter Representative

Date: 16 Feb, 2018



**EXHIBIT A**  
**WAGE SCHEDULE**  
**WAGE RATES 2018 and 2019**

**A. FULL-TIME PATROL OFFICERS:**

1. Minimum Annual Wage Rate:

|                | 1/1/2018    | 1/1/2019    |
|----------------|-------------|-------------|
| Starting       | \$40,952.00 | \$42,025.00 |
| After 1 Year   | \$43,572.00 | \$44,711.00 |
| After 2nd Year | \$44,297.00 | \$45,504.00 |
| After 3rd Year | \$46,209.00 | \$47,489.00 |
| After 4th Year | \$49,288.00 | \$50,645.00 |
| After 5th Year | \$52,491.00 | \$53,928.00 |
| After 6th Year | \$55,985.00 | \$57,509.00 |
| After 7th Year | \$59,646.00 | \$61,262.00 |

**B. PART-TIME PATROL OFFICERS:**

1. Hourly Wage Rate:

1/1/2018 \$ 17.75

1/1/2019 \$ 18.50

**C. FULL-TIME SERGEANT:**

|                | 1/1/2018    | 1/1/2019    |
|----------------|-------------|-------------|
| Starting       | \$47,000.00 | \$48,200.00 |
| After 1 Year   | \$48,400.00 | \$49,635.00 |
| After 2nd Year | \$51,478.00 | \$52,789.00 |
| After 3rd Year | \$52,288.00 | \$53,645.00 |
| After 4th Year | \$54,158.00 | \$55,586.00 |
| After 5th Year | \$57,590.00 | \$59,104.00 |
| After 6th Year | \$61,230.00 | \$62,835.00 |
| After 7th Year | \$65,640.00 | \$67,359.00 |