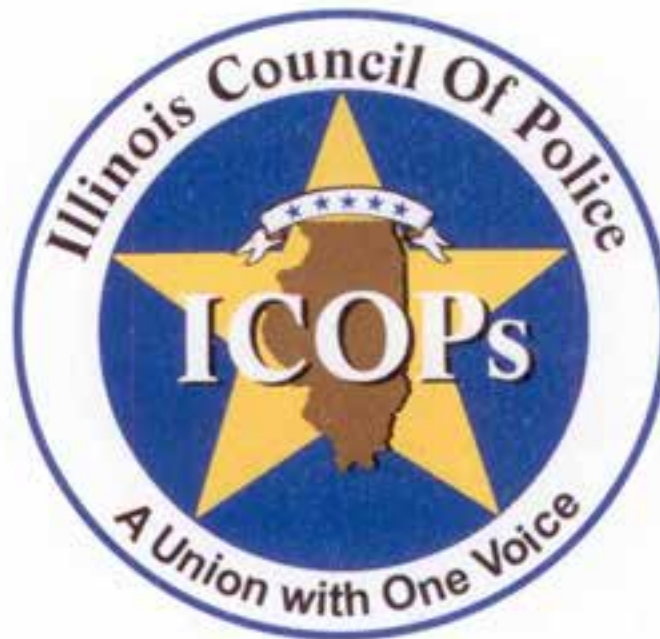


AGREEMENT



Between

Illinois Council of Police

and

Village of Rossville, Illinois

Covering

Rossville Part-time Police Officers

May 1, 2018 through April 30, 2021

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
VILLAGE OF ROSSVILLE
AND
ILLINOIS COUNCIL OF POLICE**

**Effective May 1, 2018
through April 30, 2021**

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INTRODUCTION

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

PREAMBLE

The Union and the Village have voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting certain relations between them regarding part-time Sworn Police Officers employed by the Village, and with the intention of the parties to this Agreement 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

1.1 The Village recognizes the Union as the sole and exclusive Bargaining Agent for all part-time Police Officers employed by the Village of Rossville, pursuant to the order of the Illinois Labor Relations Board State Panel in Case No. S-RC-15-034. No part-time Officer shall be employed by the Village of Rossville for more than one thousand five hundred sixty (1560) hours per calendar year.

1.2 Membership - As used herein, the term "Part-time Police Officers" shall refer to all those persons included in the Collective Bargaining Unit described above.

ARTICLE II - MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Village retains traditional rights to manage all affairs of the Rossville Police Department, as well as those rights set forth in the Illinois Public Labor Relations Act. Such management rights shall include, but are not limited to, the following:

- A. To plan, direct, control and determine all operations and services of the Village of Rossville's Police Department;
- B. To supervise and direct employees;
- C. To establish the qualifications for employment and to decide which applicants will be employed;
- D. To establish reasonable work rules and work schedules and to assign work as the Village deems necessary. Such work rules and schedules shall be posted in a place and manner mutually agreeable to the Village and the Union;

- E. To hire, promote, transfer, schedule and assign employees to positions and to create, combine, modify and eliminate positions within the Village of Rossville's Police Department;
- F. To suspend, demote, discharge and take such other disciplinary action against employees for cause (probationary employees without cause);
- G. To establish reasonable work and performance standards and, from time to time, amend such standards;
- H. To lay off employees;
- I. To maintain efficiency of the Village of Rossville's Police Department's operations and services;
- J. To determine methods, means, organization and number of personnel by which such operations and services shall be provided;
- K. To take whatever action is necessary to comply with all applicable state and federal laws;
- L. To, change or eliminate methods, equipment and facilities for the improvement of operations;
- M. To determine the kinds and amounts of services to be performed as it pertains to operations and the number and kind of classifications to perform such services;
- N. To contract out for goods and/or services;
- O. To take whatever action is necessary to carry out the functions of the Village of Rossville's Police Department in emergency situations.

Notwithstanding anything herein to the contrary, any provisions for the operation of the Department that are not provided for specifically by this contract, shall be left the exclusive discretion of the Village, after first meeting and conferring with the Union over the changes.

ARTICLE III- USE OF MASCULINE PRONOUN

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

ARTICLE IV - NO STRIKES, NO LOCKOUTS

The Union shall not recommend, authorize, or engage in any strike against the Village, nor shall the Village initiate, implement or otherwise engage in any Lockout against the Union or its members.

ARTICLE V - UNION-VILLAGE RELATIONS

5.1 Bulletin Board

A Union Bulletin Board of reasonable size shall be available for use in an area of the Police Department. 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 officer 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).

5.2 Public Information

The Village shall make available to the Union, upon written request, normal and usual public information, 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 fifteen (15) working days, wherever possible, following a written request of the Union. If unable to provide such materials within fifteen (15) 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.

5.3 No Discrimination

Neither the Village nor the Union shall discriminate against any employee because of race, creed, color, national origin, sex, or physical or emotional disability as defined by the Americans with Disabilities Act, or Union activities. No claimed violation of this Section 5.3 shall be the subject of a grievance under Article VII of this Agreement, provided any bargaining unit employee retains his right to seek redress for such claimed violation in the appropriate state or federal administrative agency vested with authority to review such claim.

5.4 New Employees

The Village agrees to notify the Union of the hiring of all new part-time 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 Police Officers becoming full-time Sworn Police Officers.

5.5 Dues Checkoff and Fair Share Deductions

Upon the execution of this Agreement, for Officers who work during the pay period, the Village shall collect Union Dues from 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 paid per pay period shall be uniform for each Union member and provided the deduction is authorized in writing by the member. Union Dues shall be paid by the employees to

the City and transmitted to the Union on the same schedule (twice per month) that the Village normally pays its Police Department employees.

For any employee who chooses not to become a member of the Union and have the standard and ordinary Union Dues paid to the City, and only as long as "fair share" agreements are permitted by law, the Union shall provide the Village with written notice to regularly collect a Fair Share fee from the wages of such employee and to transmit this Fair Share fee to the Union. As long as "fair share" agreements are lawful, the Union will provide the Village with such notice within 30 calendar days after it learns a particular employee chooses not to maintain full membership in the Union. To the extent they remain authorized by law, 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.

When the Village collects Union Dues (and/or lawful 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 due to the Village's actions in compliance with this Article, including all attorney's fees or cost of defense.

Pursuant to 5 ILCS 315/6(g), the Union recognizes the rights of the non-union employees, based upon bona fide religious tenants or teaching of a church or religious body of which such employees are members. Unless a court of competent jurisdiction rules otherwise, these employees, upon proper application to the Union, may be required to pay an amount equal to their fair share to a nonreligious charitable organization mutually agreed upon by the Employee and the Union. While these issues are worked out between the Union and the Employee, the Employee's fair share contributions shall be held in escrow by the Union.

5.6 Union Representatives and Visitation

The Village recognizes the right of the Union to elect, appoint, or otherwise name up to two Sworn Rossville part-time Police Officers as Chapter representatives of the Union. The names of these two Union representatives, along with their designated titles, shall be provided to the Rossville 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 Rossville 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.

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, including 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 only be conducted with the permission of the Chief of Police or his designee after giving appropriate notice whenever such visits are to be made. Such visits shall not interfere with normal Police Department functions or operations.

ARTICLE VI - DISCIPLINARY INVESTIGATION

6.1 Police Officers' Bill Of Rights

The Village agrees to abide by the *Uniform Peace Officers' Disciplinary Act*, (50 ILCS 725/1 *et seq.*), commonly known as the *Police Officers' Bill Of Rights*. In the event a part-time 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 either filing a Grievance under the terms of this Agreement or, separately, filing an action in a court of law, but not both.

ARTICLE VII - GRIEVANCE PROCEDURE

7.1 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 no later than ten (10) calendar days after the Employee knew or should have known of the event that prompts the Grievance.

7.2 Definitions

- (1) 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. This Grievance Procedure shall not apply to discipline consisting of a five (5) day suspension or less. It will apply to discipline of suspensions of more than five (5) days or discharge at the election of the employee which must be made within the time limit for filing the original grievance (ten (10) calendar days).
- (2) Any employee covered by this Agreement may, upon his request, be represented by a reasonably-available 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, if the employee has requested the presence of the representative as stated in par. (2) above, a representative of the Union shall have the right to attend

and participate in any such meeting, hearing or appeal, provided it does not disrupt or interfere with the operations of the Department.

- (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.
- (5) Any time limit set forth in this Grievance Procedure which expires on a day on which Village offices are closed shall be deemed to expire on the next day that Village offices are open.

7.3 Procedures

The party asserting a Grievance shall attempt to resolve the problem through informal communication with the Chief of Police or his designee.

STEP 1. If the informal process with the Chief of Police or his designee shall fail to resolve the problem, the Grievance may be formally presented in writing to the Chief. The filing of the formal written Grievance at this step must be within ten (10) calendar days of the date Employee knew or should have known of the occurrence giving rise to the Grievance. Upon receipt of the formal written Grievance, the Chief 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 ten (10) working 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 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 2 are adhered to.

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 ten (10) calendar days of the answer rendered by the Mayor's

office, or if no answer is filed, within ten (10) calendar days of the last day on which such answer was due. The Union shall promptly request the Federal Mediation and Conciliation Service to provide a panel of seven (7) qualified Arbitrators. The parties shall alternately from the panel of arbitrators, with the party requesting arbitration striking first. Either party may strike an entire panel prior to making their first strike of an individual arbitrator candidate.

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 fees and expenses of the Arbitrator and the Federal Mediation and Conciliation Service shall be shared equally by the Village and the Union. The parties likewise shall share the expenses of any transcript(s). All other expenses which may be incurred by either party shall be borne by that party.

ARTICLE VIII - DISCIPLINE AND DISMISSAL

8.1 Discipline

Discipline shall be for cause. The typical disciplinary sequence for any employee covered by this Agreement may include but shall not be limited to: (1) Verbal Warning; (2) Written Warning, with a copy to the employee's personnel file; (3) Suspension; (4) Dismissal.

Any part-time Rossville Police Officer covered by this Agreement is entitled to Union representation at any meeting or hearing called for the specific purpose of disciplining the employee. Such employee is entitled to request Union representation which shall be provided within twenty-four (24) hours before continuing with any such disciplinary meeting.

Discipline consisting of a five (5) day suspension or less if grieved shall be done in accordance with the City Policy and must be commenced within the time limits prescribed therein or it will be dismissed. Disciplines of more than a five (5) day suspension or discharge may, at the election of the employee, either proceed through the City Policy or the grievance procedure contained in this Agreement.

For purposes of disciplining part-time employees, unless the Officer is already scheduled to work, one (1) day in any suspension shall be the equivalent of fifteen (15) days on the calendar. For example, a three (3) day suspension if the part-time employee has not already been scheduled to work three (3) or more days is the equivalent of forty-five (45) days on the calendar. If an employee is scheduled to work at the time the suspension is given, then the suspension days will be allocated and administered to those days already scheduled to work.

8.2 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 request and have Union representation at a conference with the Chief of Police or his designee and at that time, to be provided with notice of the allegations or reasons for suspension or dismissal and to have an opportunity to rebut such allegations or reasons.

8.3 Access To Personnel Files

Personnel files may be accessed pursuant to the Illinois *Personnel Records Review Act*.

8.4 Removal of Discipline

Oral and written reprimands shall be purged from the personnel file of employees unless discipline has been imposed within twelve (12) months of the last discipline.

ARTICLE IX – SENIORITY

9.1 Definition Of Seniority

The Police Department level of seniority shall apply to all part-time Rossville Police Officers whose original date of hire was as a part-time Police Officer. In either case, Police Department seniority shall date from the employee's earliest date of continuous employment as a Sworn Rossville part-time Police Officer. Seniority is not affected by, and will continue to accumulate during, an approved leave of absence.

Police Department seniority may be used to determine the status of individual Police Officers in matters of reduction in force and shift scheduling in accordance with 10.7.

9.2 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.

9.3 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.

9.4 Probationary Period Seniority

All newly-hired Sworn part-time Police Officers shall be considered probationary employees until they successfully complete a probationary period of sixty (60) eight-hour shifts or twelve (12) months from the date of hire, whichever comes first. 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 one year of seniority with the Police Department.

9.5 Seniority And Reduction In Force

If a reduction in force does become necessary, it shall be implemented following the principle of reverse seniority, meaning the last part-time Sworn Police Officer hired shall be the first to be laid off or terminated.

Further, any Officers removed from the force as a result of this procedure shall be subject to recall for a period of twenty-four (24) months before any new employees are hired to replace them.

9.6 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 Officers without regard to seniority, to the extent practicable, except regarding special assignments and emergency situations. In such instances, both Officers involved in a given shift trade must notify the Chief of Police or his designee of the starting time of the shift being traded. Also, such voluntary shift rescheduling must be reciprocal so that the Village will not be obligated to compensate either Officer at an overtime rate, unless the original shift being traded was to have been an overtime shift. Traded shifts do not necessarily mean the same number of hours. This provision is subject to the discretion of the Chief of Police or Deputy Chief to ensure adequate staffing and experience levels of the staff on duty at any and all times. Part-time officers may also trade shifts with the full-time officers as long as it doesn't create overtime for the full-time officer. "Trading shifts," as used herein, shall not constitute "substitution" as that term is used in Section 207(p)(3) of the *Fair Labor Standards Act*, 29 U.S.C.A. §207(p)(3).

ARTICLE X - EMPLOYMENT PRACTICES & PROCEDURES

10.1 Court Time Compensation

The Village agrees that all part-time sworn police officers will be compensated for non-jury court appearances at the minimum rate of two (2) hours at the regular rate of pay. A two (2) hour minimum overtime of pay at the regular rate of pay for jury trials. This is applicable if the appearance is scheduled at a time that the officer would not normally be working.

10.2 Uniforms

The Village shall provide uniforms (not leather) on an as needed basis. During the first year of employment, the Officer will receive an initial uniform issuance in accordance with

Appendix A. Thereafter, uniforms will be replaced as needed for normal wear and tear or accidental destruction. The Employee must present the uniform part to be replaced before a new one is issued. Effective upon execution of this Agreement, all present Officers already employed will have their uniforms brought up to the standards of Appendix A. Upon separation from employment, an Employee must return all Village-provided uniforms, equipment and property to the Village prior to receiving any outstanding or last compensation.

The Village agrees to provide, and subsidize fifty percent (50%) of the cost of, a new body armor vest and vest carrier once every five (5) years for each Officer who does not work full time for another Police Department. Such Officer shall be responsible for payment of the remaining fifty percent (50%) of the cost of such vest, via salary reduction and withholding. When the Officer has completed the 50-percent payment plan, the vest shall become the property of the Officer. The Officer may upgrade the body armor vest subsidized by the Village, providing he pays the difference in price. For Officers who are not eligible to receive Village-subsidized vests, the Village shall make available appropriate vests which shall remain the property of the Village.

The Department will provide one (1) rain suit per patrol vehicle. The Department will also keep two (2) winter coats (1 large, 1 extra large) available in the Department offices for the Officers' use.

10.3 Overtime Compensation

Part-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 the Chief of Police or his designee. Officers required to work overtime shall be compensated for such time at the rate of one and one-half (1.5) times the regular rate of pay. Overtime is defined as any hours worked in excess of forty (40) in a seven (7) day period. Time shall be recorded to the nearest quarter hour. Overtime shall be paid along with regular-time compensation in the Officers' regularly scheduled paychecks.

10.4 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 Sworn Rossville part-time 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. Rules, Regulations, Policies and Procedures may be amended from time to time at the discretion of the Employer. The Employer

will meet and confer with the Union at least twenty-one (21) days prior to implementing if any change or amendment to the Rules, Regulations, Policies or Procedures for the Village.

10.5 Shift Scheduling

The Chief will make available the next month's schedule of available shifts by the 1st of the preceding month. During the preceding month, shift picks made between the 1st and the 15th shall be by seniority. After the 15th of the shift selection month, any working days left in the scheduled month shall be filled by first-come, first served. Any unfilled shifts or shifts opened by absence of a full-time or part-time Officer will generally be selected by seniority; provided, that the Chief maintains the right to assign shifts and change manpower to maintain adequate staffing, experience and fairness in scheduling.

10.6 Regular Work Required.

The Village values, and makes a significant investment in, its part-time police officers and the services they provide to the Village's citizens. Accordingly, Employees are expected to make themselves available for service to the Village on a regular basis. The Village reserves the right to separate Employees who work less than eight (8) shifts per year from the Village's roster of part-time officers in the following year.

ARTICLE XI - HOLIDAYS AND LEAVES

Officers will be required to work holidays when requested by the Employer so long as it does not interfere with their regular full time employment. "Holiday," as used in this Agreement, shall be determined annually by Village ordinance. When an Officer works a holiday, they will be paid at a rate of one and one-half (1-1/2) times their regular rate of pay for each hour worked on the holiday.

Verification of full time employment conflicts may be requested by the Employer if an Officer refuses to work the Holiday when requested to do so. The Employee will sign the appropriate authorization to request verification from their full time Employer in order to facilitate the Employer's request for verification.

Holidays will be selected by the Officers during the normal monthly shift pick selections of regular shifts. If the Chief determines that is necessary to order an Officer to work the holiday, the Chief will make the assignment in order of rotational reverse seniority.

ARTICLE XII - HEALTH & WELFARE BENEFITS

12.1 Professional Training

Police Officers who are requested or approved to attend training and travel outside of Vermillion County for any such Professional Training, will be supplied with a Police Department vehicle to attend Professional Training or if using their own vehicle will be reimbursed at the applicable IRS deduction rate per mile. In the event training is in excess of thirty (30) miles from the Rossville Police Department, the Officer will be given a per diem of Ten Dollars

(\$10.00) per day. When training requires overnight lodging, the Village will pay for lodging and also a thirty dollar (\$30.00) daily per diem.

If an Officer wishes to go to a training class approved by the Illinois Law Enforcement Training and Standards ("ILETS") Board at no cost to the Department and only needs Department approval to attend, it will be granted to the Officer without travel pay, per diem. etc.

12.2 Immunizations and Inoculations

The Village agrees to pay all expenses for inoculation and immunization shots for the employee when such becomes necessary as a result of said employee's exposure to a contagious disease which has occurred in the line of duty. For purposes of this Paragraph, a "contagious disease" is one which is readily transmittable from person to person as a result of close proximity, and for which an inoculation or immunization is readily available.

12.3 Sick Calls

All absences from work, including illness, must be reported to the Supervisor in charge a minimum of four (4) hours prior to the assigned work shift, unless extraordinary circumstances exist which prevent the Officer from providing four (4) hours' notice. 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 work hours, he must notify his supervisor before leaving work. Notification can be done either verbally or by a memo on the Chief's desk. Dispatch will also be notified of the illness.

ARTICLE XIII – WAGES

Part-time Officers of the Village of Rossville Police Department will be paid an hourly wage rate in accordance with the following schedule:

	Effective 4/30/2018	Effective 5/1/2018	Effective 5/1/2019	Effective 5/1/2020
% Increase		2.0%	2.0%	3.0%
Hourly Rate	\$16.59	\$16.92	\$17.26	\$17.78

ARTICLE XIV - MISCELLANEOUS WORKING CONDITIONS

14.1 Equipment Safety

The Village agrees that no unsafe, improperly maintained, or non-functioning equipment, relating to officer safety, shall be knowingly assigned to Officers covered by this Agreement. Officers will not be requested or be allowed to use their personal vehicles during the course of their police duties, (surveillance etc.) unless the Officer gives his approval.

14.2 Officer Deployment & Shift Scheduling

It shall be the right and responsibility of the Chief of Police or his designee to deploy Officers covered by this Agreement to various details and assignments and to provide the

necessary equipment and Department vehicles as required by this Agreement. Special details will be posted and seniority will be a factor in the selection process.

14.3 Personnel Policy

The Village of Rossville Personnel Policy shall prevail when not in conflict with the terms and conditions of this Agreement.

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, subsection 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

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 within ten (10) business days, 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 within ten (10) business days of becoming aware of such change and request discussion of such changes if discussion is desired. The failure of the Union to timely request such discussions shall act as a waiver of any Union rights, stated or implied.

Upon completion of the discussions if the parties are at impasse, then the Employer may implement the change based upon its last final position.

ARTICLE XVII – DURATION

This Agreement shall be effective beginning May 1, 2018, and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2021.

Either party may notify the other in writing no less than sixty (60) days prior to the expiration date of this Agreement that it desires to modify or terminate this Agreement.

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

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 17th day of April, 2018.

VILLAGE OF ROSSVILLE, ILLINOIS

Richard B. Green
Mayor of the Village of Rossville, Illinois

ATTEST: Chris White
City Clerk

ILLINOIS COUNCIL OF POLICE

BY: [Signature]

APPENDIX A
Basic Uniform Issue for Part-time Officers

- 1 long sleeve shirt
- 1 short sleeve shirt
- 1 pair of pants
- 1 windbreaker
- 1 name tag
- 1 star
- 1 protective vest (per Section 10.3)

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