

**AGREEMENT**

**Between**

**Illinois Council of Police**

**And**

**Village of Robbins**

**Covering**

**Robbins Part-time Police Officers**

**May 1, 2020 through April 30, 2024**

## **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 Part-time Officers below the rank of Sergeant employed by the Village, and the Village, having voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting certain relations between them, and the intention of the parties to this Agreement being to provide for the appropriate wage structure, hours of employment, working conditions and benefits, and 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 Officers below the rank of Sergeant hereinafter referred to as "Employees/Officers".

Membership – As used herein, the term "Part-time Officers" 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, Sergeants, Lieutenants, Captains, Commanders, 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 Officers 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 Officers;

- 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 Officers;
- G. to assign or transfer or promote Officers;
- H. to demote, suspend, discipline or discharge Officers 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 Officers due to lack of work or funds or for other legitimate reasons; and
- M. to contract out for goods and services not related to any unit bargaining work

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 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). 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 Officers.

#### **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 Deduction**

Upon receipt of a written and signed authorization form from an employee (attached as Appendix B), the Employer shall deduct the amount of the Council dues and the initiation fee, if any, set forth in such form and any authorized increase therein, from the wages of the employee and shall remit such deductions monthly to the Illinois Council of Police at the address designated by the Council in accordance with the laws of the State of Illinois, within thirty (30) days after the deductions have been made. The Council shall advise the Employer of any increase in dues, in writing, at least fifteen (15) days prior to its effective date.

While this Agreement is in effect, the Employer will deduct from each Employee's paycheck once each pay period the uniform, regular bi-weekly union dues for each Employee in the bargaining unit who has filed with the Employer a lawful, voluntary, effective check-off authorization form, a copy of which is attached hereto as Appendix A. The Employer will honor all executed check-off authorization forms received not later than ten (10) working days prior to the next deduction date and such authorization forms shall remain in effect until revoked or replaced in accordance with the language contained on the Union Dues Deduction and Authorization Form.

When the Village makes such deductions for Union Dues 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

A Union Member desiring to revoke the dues check-off may do so pursuant to the language on an executed Union Dues Deduction and Authorization Card and upon written notice to the Employer and the Union. Dues shall be withheld and remitted to the Union unless or until such time as the Employer receives a notice of revocation of dues check-off from an Employee and the Union, or notice of an Employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the Employee's earnings after withholding all other legal and required deductions. Information concerning dues not deducted under this Article shall be forwarded to the Union, and this action shall discharge the Employer's only responsibility with regard to such cases. Deductions shall cease at such time as a strike or work stoppage occurs in violation of Article IV of this Agreement (No Strike-No Lockout).

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

The Village recognizes the right of the Union to elect, appoint, or otherwise name up to two (2) Part-time Officers 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 Officers 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 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 Part-time Officer 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 or 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 Part-time Officer or a group of Part-times Officers (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.
- (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

**STEP 1.** The party asserting a Grievance shall attempt to resolve the problem through informal communication with the immediate supervisor.

**STEP 2.** 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 the timeframe specified in Section 4.1 herein. 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 3 .** 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 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 4.** If the Grievance is not settled in Step 3, the Officer may choose to have the matter brought before the Robbins Board of Trustees ("Board") within 15 calendar days of denial of grievance by the Mayor or designee, or

within 15 calendar days of the expiration of time required for the Mayor's response. Time limits may be extended by mutual agreement.

If an Officer or the Union fails to file the Grievance in accordance with Section 4.1 herein, the Grievance is waived

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

If an Officer or the Union fails to file the Grievance in accordance with Section 4.1 herein, the Grievance is waived.

If an Officer 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 Disciplinary Sequence**

Any disciplinary action shall be issued for just cause and 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.

The accepted disciplinary sequence for any Employee covered by this Agreement shall be: (1) Verbal Warning; (2) Written Warning; (3) Suspension; (4) Dismissal. Documentation of any such discipline shall be placed in the Employee's personnel file.

#### **5.2 Disciplinary Meetings.**

Any Part-time Officer 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 Three (3) Days or Less.** Oral and written reprimands and suspension of three (3) days or less shall be considered final and an Officer cannot appeal or grieve them.
2. **Suspensions of More Than three (3) Days but less than ten (10) days** may be appealed to the Board of Trustees.

3. **Suspensions of More Than Ten (10) Days and Discharge.** A non-probationary employee may appeal any suspension of more than ten (10) days or discharge to the Board of Trustees or an arbitrator at the discretion of the Union. The rules of Federal Mediation and Conciliation Service (FMCS) - shall apply.
4. **Probationary Employees.** Probationary Employees may not appeal any discipline.

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

Any Part-time Officers covered by this Agreement who is suspended pending the adjudication of charges brought by the Village 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, provided that the required Employee contributions and/or payments are made by the Employee.

#### **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.

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 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 upon written request of the Employee. After five (5) years from the date discipline is issued, the Village agrees to remove from these files all written reprimands in these personal files upon written request of the Employee and provided the 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. Removed discipline will be placed in a separate file and retained as per 50 ILCS 205/25 requirements.

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/Discipline**

All recommendations for dismissal/Discipline (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.

## **ARTICLE VI SENIORITY**

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

Police Department seniority shall apply to all Part-time Officers whose original date of hire was as a Part-time Officer. Police department seniority shall date

from the Employee's earliest date of continuous employment as a Part-time Officer. Police department seniority shall be used to determine the status of individual Employees in matters of shift scheduling, 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 Part-time Officer were received by the Village. In the event that seniority still cannot be determined, then by alphabetical order of the Officers' last names.

## **6.3 Seniority List**

The Village agrees to prepare a Seniority List for Part-time Officers 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 changes. The Village agrees to provide the Union with such updated Seniority Lists as they become available

## **6.4 Probationary Period Seniority**

All newly-hired Part-time Officers 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 Part-time Officer. 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 Part-time Officer 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 one (1) 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 Part-time Officer 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 unless otherwise required by the Fair Labor Standards Act overtime provisions. An Officer who is called back to work to correct his own error, which cannot wait until the Patrol Officer's next regular tour of duty, may not be compensated.

## **7.2 Court Time**

Officers required to attend or remain on stand-by for court, outside their regular work hours, shall be compensated at the regular rate, with a minimum of two (2) hours for the actual time spent in court, whichever is greater. Officers required to attend court while off-duty shall receive a minimum of two (2) hours or the actual time spent in court, whichever is greater. Court pay only applies when the Officer is appearing on behalf of the Village of Robbins in an official capacity as a Part-time Officer; it does not apply if the case is unrelated to the Officer's employment with the Village

In addition, the Officer shall receive fifty cents (.50¢) per mile for court attendance, in the event that the Officers is off duty and called in, when such Officer uses a non-departmental vehicle (private vehicle) and a Village vehicle is not available. 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 Officers employment shall be turned over to the Village in order to receive court compensation if such witness fees are less than the court compensation to be paid by the Village. In the event the witness fees exceed the court compensation owed by the Village, the Officer is not required to turn over witness fees received.

### **7.3 Residency Requirement**

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

### **7.4 Overtime Hours / 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 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 (1½) times the regular hourly rate of pay. Overtime is defined as all "hours worked" in excess of forty (40) hours per week or over eight (8) hours in a scheduled shift, and shall be earned in minimum increments of fifteen (15) minutes each.

### **7.5 Hours of Work**

Officers may select to work up to thirty two (32) hours per seven (7) day work week. The Village and Officers shall monitor the amount of hours worked so as not to exceed the state standards governing part-time Officers and agrees to notify officers who are approaching the statutory limits. Officers will adjust their shift selections as appropriate to comply with the statutory requirements. The Officers will pick their shifts and hours by seniority. Senior most officers will pick first. Officers will select a minimum of two (2) eight (8) hour shifts per week. Shifts will not be split.

### **7.6 Uniforms**

Effective May 1, 2020 and each subsequent year of this Agreement, officers employed will receive a two hundred dollar (\$200.00) per year uniform allowance to maintain current uniforms.

New officers hired after May 1, 2020, will receive the uniform allowance upon completion of the probationary employment period. Thereafter, new officers will receive the annual allowance in accordance with this Section.

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

The Village agrees to provide a personal property allowance for the repair or replacement of an Officer's eye glasses, contact lenses, and prescription sun glasses if such are damaged or broken during the course of the Officer's duties while the Officer is required to exert physical force or is attacked by another person. Incidents are to be documented with the Officers' immediate supervisor. The personal property allowance under this section shall not exceed \$150 per year per occurrence.

### **7.8 Shift Coverage**

The Village agrees that it shall maintain a force of Part-time Officers to cover each and every shift for each and every day of the year, with Part-time Officers 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 Part-time Officers will be called first, followed by holding over a Part-time Officer. If no Part-time Officer accepts the assignment the Part-time Officer with the least seniority will be held over or the Village may staff the shortage with a qualified police officer at the Village's discretion. All efforts will be made for the Part-time Officer to limit his hold overtime to four (4) hours unless the Part-time Officer agrees to work the full shift.

#### **A) Three (3) Hour call in notification**

Part-time Police Officers are required to provide a three (3) hour call-in notification when calling off from their scheduled tour of duty. Officers are required to call the employer's designated call in center (sick line) and notify the on-duty shift supervisor.

An employee who called off duty for two (2) consecutive work shifts or more within one work week for any health reason must present a doctor's

note indicating the dates that they were unable to report to work and that they are now medically cleared to return to the workplace, before returning to work.

The Village retains the right to check on the welfare of any employee who reports that they cannot work due to health reasons.

#### **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 Part-time Officers 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 eleven (11) days that shall be recognized as paid holidays. Officers working on these days will be paid at one and one half (1 ½) times their regular rate of pay for all hours worked.

New Year's Day	Martin Luther King's Birthday
Memorial Day	Juneteenth
Independence Day	Labor Day
Thanksgiving Day	Friday after Thanksgiving
Christmas Day	Veteran's Day
President's Day	

## **8.2 Jury Duty Leave, Court**

Any Part-time Officer 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 Part-time Officer 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.

## **8.3 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 Part-time Officers 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 where such training is mandated or required by the Village, Employees who participate in such training shall be paid at their regular rates of pay and where required 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. 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:

### Part-time Officers

	5/1/20- 11/1/20	11/2/20- 5/2/21	5/3/21- 11/3/21	11/4/21- 5/4/22	5/5/22- 5/5/23	5/6/23- 4/30/24
	No Scheduled Pay Increase	\$2.00 Pay Increase	\$1.00 Pay Increase	\$1.00 Pay Increase	No Scheduled Pay Increase	\$1.00 Pay Increase
Police Officer	\$11.50 \$12.25	\$14.25	\$15.25	\$16.25	\$16.25	\$17.25

Retroactive pay based on .80 cent of every 1.00 retroactively owed (80/20 split) to employee's created by the scheduled step increases as proposed by the employer. Retroactive total ceiling shall not exceed \$39,764.92 (\$49706.61 - 20%) as reflected on the "Retroactive Pay Value" spreadsheet that was submitted and received by the Union. If Retroactive pay exceeds the ceiling, the Union agrees the employer will deduct \$1.00 per employee from the total amount owed to each employee and continue to deduct \$1.00 from each employee until the ceiling amount is reflective in the total Retroactive payout.

Employer will supply to each employee who is eligible to receive a Retroactive payout, all hours worked within the Retroactive payout period covered by the employer's proposal. Retroactive payments shall be made in two equal installment payments with the 1st payment occurring within thirty (30) days of the Union and Employer ratifying and approving said proposed agreement and the 2nd payment no later than April 30, 2022.



### Longevity Pay

Par-time officers shall receive a raise in wages of \$0.25 per hour upon reaching five years of service with the Robbins Police Department. Said increase shall be payable upon the officer's anniversary date of hire.

Officers who have attained five years of service as of the date of ratification of this Agreement by the parties shall receive the longevity increase in the payroll period immediately following ratification.

## 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 Officers without regard to seniority. In such instances, both Officers involved in a given shift trade must notify the Chief of Police or his designee at least twenty-four (24) hours in advance of the starting time of the shift being traded. It is understood that if trading shifts, an officer will be working more than his normal working hours for a shift period; he shall not be paid overtime for those hours worked pursuant to a trade of shift assignment or hours. In this event, he shall receive straight pay for the hours worked.

#### 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. Employees shall promptly report the same upon discovery.

#### 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 of 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.

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**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 May 1, 2020, and shall remain in full force and effect until 11:59 p.m. on the 30<sup>th</sup> Day of April, 2024. 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.

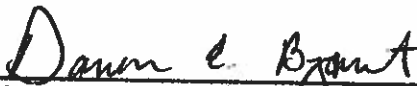
Agreed to, signed and entered into this 26<sup>th</sup> day of April.


**Illinois Council Of Police,**

  
Richard L. Bruno, President

\_\_\_\_\_  
Chapter Representative

**Village of Robbins,**

  
DARREN BRYANT, Mayor

  
Sharon S. Dyson, Village Clerk


APPENDIX A

**Wage Retroactivity**

At the request of the Union, Employer shall pay retroactive wages only to bargaining unit members who are employed by the Village at the time of the ratification of this Agreement. In the event of retroactive claims brought by past employees, the Union agrees to defend and hold harmless the Village against all such claims, grievances, court proceedings, or actions.

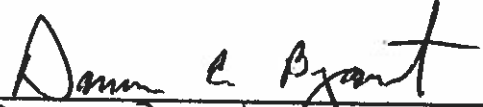
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**Illinois Council Of Police,**

  
Richard L. Bruno, President

\_\_\_\_\_  
Chapter Representative

**Village of Robbins,**

  
DARREN BRYANT, MAYOR

  
Sharon S. Dyson, Village Clerk