# AGREEMENT

# BETWEEN

# VILLAGE OF MUNDELEIN

# and

# MAP, CHAPTER 687

# Upon signing until 2021

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PREAMBLE

This Agreement entered into by the Village of Mundelein, Illinois (hereinafter referred to as the "Village" of the "Employer") and the, Metropolitan Alliance of Police Chapter 687, (hereinafter referred to as the "Union" or "Chapter"), is in recognition of the Union's status as the representative of the Village's full-time sworn peace officers below the rank of Sergeant; and has as its basic purpose the promotion of harmonious relations between the Village and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; the encouragement and improvement of efficiency and productivity and maintenance of the highest standards of personal integrity and conduct at all times; and the establishment of an entire agreement covering all rates of pay, hours of work, and conditions of employment applicable to the bargaining unit employees. Therefore, in consideration of the mutual promises and agreements contained in this Agreement, and after engaging in collective bargaining as required by the Illinois Public Relations Act, the Employer and the Union do mutually promise and agree as follows:

## ARTICLE I

## RECOGNITION AND REPRESENTATION

Section 1.01 Recognition. The Village recognizes the Union as the sole and exclusive bargaining representative for all full-time sworn peace officers within the Police Department of the Village of Mundelein below the rank of sergeant, but excluding all peace officers with the ranks of Sergeant, Lieutenant, Commander, Deputy Chief and Police Chief, as supervisory employees; all part-time employees; all other employees of the Employer; supervisors, managerial and confidential employees, as defined by the Illinois Public Labor Relations Act ("Act"); and all other persons excluded from coverage under the Act.

Section 1.02 Gender. Whenever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

## ARTICLE II

## UNION RIGHTS

Section 2.01 Union Use of Bulletin Board. The Village shall make available space on a bulletin board for the posting of official Union notices, minutes or other correspondence. Such

material shall be non-political, non-controversial and non-inflammatory in nature. The Union will limit the posting of such Union materials to the bulletin board. No material shall be posted on the bulletin board without first being submitted to and approved by the Police Chief or his designee. All materials thereafter submitted and posted shall have the initials of the Police Chief or his designee. Such bulletin board shall be kept neat and outdated material shall be removed in a timely manner.

Section 2.02 Union Representatives. A duly authorized Union business representative will be permitted access at reasonable times to the premises of the Village for the purpose of representing employees pursuant to the provisions of this Agreement. The business representative will be identified to the Police Chief or his designee in a manner suitable to the Village and on each occasion will first secure the prior approval of the Police Chief or his designee to enter and conduct his business so as not to interfere with Village operations. If such approval is granted, the Police Chief or his designee shall designate the area where such business is to be conducted and the period of time to be provided. Meetings between Union representatives and employees shall not occur during the employees' hours of work. The Union will not abuse this privilege, and such right of entry shall at all times be subject to general department rules applicable to non-employees.

Section 2.03 Union Stewards. The Village recognizes the right of bargaining unit employees to select Union Stewards. The Union shall provide the Police Chief with the name of any Union Stewards selected by the Union, including the Chief Steward, if any. The Union Stewards shall not be permitted to conduct Union business during working hours.

Section 2.04 Dues Deductions. While this Agreement is in effect, the Village will deduct from the first two (2) paychecks of the month, and forward to the Union, the uniform, regular monthly dues for each employee in the bargaining unit who has filed with the Village a voluntary, effective dues deduction authorization (as set forth in Appendix A of this Agreement). If a conflict exists between that form and this Article, the terms of this Article and Agreement control. A member desiring to revoke the dues deduction authorization may do so by written notice to the Village at any time upon thirty (30) days' notice. The actual dues amount deducted, as determined by the Union, shall be a uniform sum of money for each

employee in order to ease the Village's burden of administering this provision. Such dues shall be forwarded to the Union within thirty (30) calendar days of the deduction.

If the employee has no earnings or insufficient earnings due for that period, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision. The Union will give the Village thirty (30) calendar days' notice of any such change in the amount of uniform dues to be deducted.

Section 2.05 Union Indemnification. Metropolitan Alliance of Police shall indemnify and hold harmless the Employer, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article, or in reliance of any written dues deduction authorization furnished under any of such provisions. The foregoing indemnification clause shall not require the Chapter to indemnify or hold the Village harmless in the event the Village initiates a cause of action against the Chapter, unless the Village initiates such an action in response to a claim or cause of action initiated by another party.

Section 2.06 Fair Share. Any present officer who is not a member of the Chapter shall, as a condition of employment, be required to pay a fair share fee (not to exceed the amount of Chapter dues) of the cost of the collective bargaining process, contract administration in pursuing matters affecting wages, hours, and other conditions of employment, but not to exceed the amount of dues uniformly required of members per month. All officers hired on or after the effective date of this agreement and who have not made application for membership shall, on or after the thirtieth (30th) day of their hire, also be required to pay a fair share fee as defined above. The fair share fee shall be uniform for each employee who is subject to the obligation to pay the fair share fee. The Union will give the Village thirty (30) days' notice of any change in the amount of the fair share fees to be deducted.

The Village shall, with respect to any officer in whose behalf the Village has not received a written dues check off authorization as provided in Section 4.4 above, deduct from the wages

of the officer the fair share financial obligation, including any retroactive amount due and owing to the effective date of the agreement, and forward such amount to the Chapter in the month following the month the deduction is made, subject to the following:

(1) The Chapter has certified to the Village that the affected officer has been delinquent in his obligations for at least thirty (30) days;

(2) The Chapter has certified to the Village that the affected officer has been notified in writing of the obligation and the requirement for each provision of this article and that the employee has been advised by the Chapter of his obligations pursuant to this Article and of the manner in which the Chapter has calculated the fair share fee;

(3) The Chapter has certified to the Village that the affected officer has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator assigned by the employee and the Chapter for the purpose of determining and resolving any objections the officer may have to the fair share fee.

Any officer who objects to paying a fair share fee to the Chapter may in writing so notify the Chapter and the Village of such objection. The officer may thereafter make arrangements to transmit each month the regular fair share amount to a bona fide charity of the officer's choosing in lieu of transmitting such amount to the Chapter. The officer shall provide evidence of such payments to the Village upon request.

## ARTICLE III

## MANAGEMENT RIGHTS

It is understood and agreed that the Village possesses the sole right and authority to operate the Village and direct the employees of the Village and its various departments in all respects, including, but not limited to, all rights and authority exercised by the Village prior to the execution of this Agreement, except as specifically modified in this Agreement. These rights include, but are not limited to, the following: to determine the mission, policies and all standards of service offered to the public by the Village; to plan, direct, control and determine all the operations and services of the Village; to determine the places, means, methods and number of personnel needed to carry out the Village's mission; to manage, supervise, and

direct the working forces; to establish the qualifications for employment and to employ employees; to establish mental and physical fitness standards; to establish specialty positions and to select personnel to fill them; to schedule and assign work; to establish reasonable work, performance and productivity standards and, from time to time, to change those standards; to schedule and assign overtime; to determine whether goods or services are made or purchased; to make, alter and enforce rules, regulations, orders, procedures, programs and policies; to discipline, suspend and discharge non-probationary employees for just cause; to hire, demote, promote, transfer and train employees; to change or eliminate existing methods, equipment (including weapons and ammunition) or facilities; to layoff and/or relieve employees from work; to contract out for goods and services; to use temporary and part-time employees as the Village deems appropriate provided such use does not result in the layoff of bargaining unit employees; to evaluate performance and productivity and establish awards or sanctions for various levels of performance; to determine whether work is to be performed by employees in the unit or outside the unit and which employees; and to take any and all actions as may be necessary to carry out the mission of the Village and Police Department in situations of civil emergency (including but not limited to riots, tornados, civil disorder and floods) as may be declared by the Mayor, the Village Manager, Police Chief or their authorized designees, which actions may include the temporary suspension of the provisions of this Agreement provided that wage rates and monetary benefits shall not be suspended and provided that all provisions of this Agreement shall be promptly reinstated once a civil emergency condition ceases to exist.

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.

## ARTICLE IV

## LABOR-MANAGEMENT COMMITTEE

The Union and the Village agree that in the interest of efficient management and harmonious employee relations, a labor-management meeting may be held, if mutually agreed

upon by the Police Chief and the Union representative, to discuss matters of mutual concern that do not involve negotiations. The Union may designate up to two (2) bargaining unit employees to attend such meetings, and the Police Chief may designate up to two (2) Village non-bargaining unit employees to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least seven (7) business days prior to the date of the meeting. The discussion items shall be limited to: 1) a discussion of the implementation and general administration of the Agreement; 2) a sharing of general information of interest to the parties; or 3) issues and concerns involving safety. This Section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement or for the purpose of seeking to negotiate changes or additions to this Agreement. The date, time and place for labor-management committee meetings shall be mutually agreed upon by the Union and the Village. Such meetings shall be held during non- working hours of any Union employee on the committee, unless approved by the Chief or his designee. The labor-management committee is intended to improve communications and shall be advisory only.

## ARTICLE V

## HOURS OF WORK AND OVERTIME

Section 5.01 Application of Article. This Article is only intended to serve as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week or per work cycle, and nothing contained herein shall be construed to preclude the Village from restructuring the regular workday, workweek or work cycle.

Section 5.02 Work Day/Work Schedule. Except as provided elsewhere in this Agreement, the regular work schedule shall consist of not more than 170 hours in a twenty-eight (28) day work period and not more than an average of 2080 hours in a calendar year.

The Village shall continue to post the work schedules showing the shifts, workdays and work hours to which bargaining unit employees are assigned. The regular work day shall normally include a thirty (30) minute meal period and breaks at times approved by the Village. Employees are on-call during meals and shall not be compensated for call-outs during said

periods. The failure to secure said meal period shall not result in additional pay, unless pre-approved by the Police Chief or his designee.

Section 5.03 Changes in Regular Work Day or Regular Work Schedule. Should it be necessary in the Village's judgment to establish a departmental schedule departing from the regular work day or the regular work schedule, the Village will provide the union advance notice and opportunity to discuss the new schedule prior to its establishment. Should it be necessary in the Village's judgment to change the shift, schedule or days off of an employee or employees, the Village will, absent emergency, give as much notice as is practicable to all employees directly affected by such change.

Section 5.04 Shift Selection. Annually, beginning in October of 2014, the Chief will request that employees submit a request to the Police Chief or his designee, on a form provided by the Police Department, to be assigned to a particular shift. The Police Chief shall make the final decision on the shift assignment and days off, based upon operational considerations, qualifications and seniority. Provided however, each of the 10 most senior patrol officers shall receive his selection of shift based upon his seniority unless the Chief determines that bonafide individual or operational issues (e.g. PIP plan or other performance or disciplinary issues, light duty, or only officer with certification) warrants a different shift and such reasons are not arbitrary and capricious. Nothing contained herein shall preclude the Police Chief from later reassigning an employee or employees to another shift providing his reasons for doing so are not arbitrary and capricious.

Section 5.05 Overtime. An employee shall be paid one and one half (1 1/2) times his regular straight time hourly rate of pay for all approved hours worked in excess of the regularly scheduled number of hours in the 28 day work period, including pay back days, if any. Hours worked shall not include any uncompensated periods or unpaid time off, but shall include sick leave, vacation, holidays, floating holidays, bereavement leave, emergency and/or family illness or injury leave and jury duty. Overtime rates are calculated by dividing the annual rate (see Appendix C attached hereto) by 2,080 and multiplying the resulting hourly rate by one point five (1.5). Overtime shall be paid in fifteen (15) minute increments.

An employee, at the employee's discretion, shall have the option of electing to accrue up to a maximum of one work day ( 8 or 8.5 hours as applicable) of compensatory time in lieu of overtime pay during each calendar quarter (January-March; April-June; July-September; October-December). If not utilized as time off during that same calendar quarter, said compensatory time will be paid out on the first pay period following the end of each calendar quarter (on or about March 31, June 29, Sept 27, Dec 26). Compensatory time may be taken only in half day or full day increments and any balance of time not used and remaining at the end of the quarter will be paid out, as outlined above. Compensatory time, like overtime pay, will be earned at one and one-half time the employee's regular straight time hourly rate of pay. While employee wishes will be considered, the scheduling of compensatory time shall be subject to the paramount needs of the Department as determined by the Police Chief or designee at his discretion and will not be granted if the use of compensatory time will reduce staffing below minimums or otherwise adversely impact the operations of the Department. The denial of compensatory time will not be arbitrary and capricious. Once a supervisor has approved the time off, it will be granted, barring an emergency situation.

Section 5.06 Court Time. If an employee is required by the Village to appear in court outside his regular hours of work and in the performance of his official duties (on a matter in which the officer has no personal interest), he shall be paid for all hours actually worked or a minimum of two (2) hours of pay, whichever is greater, at the applicable rate of pay. The two (2) hour minimum shall not apply to court time which is continuous with the employee's regular hours of work.

Section 5.07 Call-In Pay. An employee who is called back to work before or after his normal hours of work (i.e., hours not contiguous to his normal shift) will be paid for all hours worked outside his normal hours of work or a minimum of two (2) hours of pay, whichever is greater, at the applicable rate of pay. This section shall not be applicable to a callback where an employee is called back to correct an error or omission which is determined by the Police Chief to require correction/completion before the employee's next scheduled shift, which shall instead be compensated in accordance with the provisions of Section 5.

Section 5.08 No Pyramiding. Compensation shall not be paid at more than one rate of

pay or more than once for the same hours under any provisions of this Agreement.

## ARTICLE VI

## NO STRIKE-NO LOCKOUT

Section 6.01 No Strike. Neither the Union nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit down, stoppage of work, refusal to perform overtime, abnormal and unapproved enforcement procedures or policies, work to the rule situation, mass absenteeism, refusal to cross a picket line, picketing or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing.

Section 6.02 Responsibility of Union. Should any activity prescribed in Section 1 of this Article occur, which the Union has or has not sanctioned, the Union shall immediately:

(a) Publicly disavow such action by the employees 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 employees verbally and in writing 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 6.03 Responsibility of Union Stewards. All employees covered by this Agreement who hold a position of steward, or other position of trust and authority in the Union, occupy a position of special trust and responsibility in maintaining and bringing about compliance with this Agreement, including the responsibility to remain at work during any action prescribed in Section 1 of this Article and to encourage any such employees to return to work.

Section 6.04 Discharge of Violators. The Village shall have the right to file charges seeking discharge or otherwise discipline any or all employees who violate any of the provisions of this Article. In such event, the employee or employees shall only have the right to contest whether an employee or employees participated in an action prohibited by this Article. If it is

determined that an employee did so participate, the disciplinary action taken by the Employer may not be disturbed.

Section 6.05 No Lockout. The Village will not lockout any employees during the term of this Agreement as a result of a labor dispute with the Union.

Section 6.06 Reservation of Rights. In the event of any violation of this Article by the Union or the Village, the Village or the Union may pursue any legal or equitable remedy otherwise available, and it will not be a condition precedent to the pursuit of any judicial remedy that any grievance provided in this Agreement be first exhausted.

## ARTICLE VII

## GRIEVANCE PROCEDURE

Section 7.01 Definition. A "grievance" is defined as a dispute or difference of opinion raised by an affected employee or the Union (if the grievance is on behalf of two or more affected employees) against the Village involving an alleged interpretation, application or violation of an express provision of this Agreement.

Section 7.02 Procedure. 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:Any employee who has a grievance or the Union (if the grievance is on behalf of two or more affected employees) shall submit the grievance in writing (on the form attached hereto as Appendix B) to the employee's immediate supervisor, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, the relief requested and the signature of the affected employee(s). All grievances must be presented no later than seven (7) business days from the date of the first occurrence of the event giving rise to the grievance. Business days shall be defined as Monday through Friday, excluding holidays celebrated by the Village. The immediate supervisor shall render a written response to the affected employee or Union (if the grievance is on behalf of two or more affected employees (hereinafter "grievant") within seven (7) business days after the grievance

is presented.

STEP 2:If the grievance is not settled at Step 1 and the grievant wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the appropriate Deputy Chief or his designee within seven (7) business days after receipt of the Village's answer at Step 1 or within seven (7) business days of the date the Step 1 answer was due. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Deputy Chief or his designee, shall investigate the grievance and, in the course of such investigation, shall offer to meet and discuss the grievance within seven (7) business days with the grievant and an authorized representative of the Union, if requested. If no settlement of the grievance is reached, the Deputy Chief, or his designee, shall provide a written answer to the grievant and the Union within seven (7) business days following their meeting.

STEP 3:If the grievance is not settled at Step 2 and the grievant desires to appeal, it shall be submitted in writing to the Police Chief within seven (7) business days after receipt of the Village's answer at Step 2 or within seven (7) business days of the date the Step 2 answer was due. Thereafter, the Police Chief or his designee and other appropriate individual(s) as desired by the Police Chief, shall meet with the grievant and a Union representative, if requested, within seven (7) business days of receipt of the grievant's appeal. If no agreement is reached, the Police Chief or designee shall submit a written answer to the grievant and Union within seven (7) business days following the meeting.

Section 7.03 Arbitration. If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within fifteen (15) business days of receipt of the Village's written answer to the Union at Step 3 or within fifteen (15) business days of the date the Step 3 answer was due:

(a) The Union and Village shall attempt to agree upon an arbitrator within ten (10) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) business day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who shall

be members of the National Academy of Arbitrators from Illinois, Wisconsin or Indiana. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Village and the Union shall have the right to strike three (3) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process shall be repeated. The person remaining shall be the arbitrator.

(b) The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Village representatives.

(c) The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel.

(d) The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

(e) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.

(f) The fees and expenses of the arbitrator and the cost of a written transcript, if requested by the arbitrator or agreed to by the parties, 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, including employee witnesses.

Section 7.04 Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 2. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, applicable laws, rules and regulations of administrative bodies (excluding rules and regulations of the Village that conflict with the labor agreement) and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding.

Section 7.05 Time Limit for Filing. No grievances shall be entertained or processed unless it is submitted at Step 1 within seven (7) business days after the first occurrence of the event giving rise to the grievance.

If a grievance is not presented by the affected employee or the Union (if the grievance is on behalf of two or more affected employees) within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee or the Union (if the grievance is on behalf of two or more affected employees) shall treat the grievance as denied at the step and may immediately appeal the grievance to the next step.

The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 7.06 Time Off. No time spent on grievance matters shall be considered time worked for compensation purposes.

Section 7.07 Bypassing Steps. The parties may, by mutual agreement in writing, agree to bypass one or more steps of the grievance procedure.

Section 7.08 Discipline and Discharge. Discipline (including reprimands and suspensions) and discharge may be imposed by the Chief. The Union acknowledges that supervisors in the rank of sergeant and above may also impose disciplinary action as delegated by the Chief. The employee will be provided notice of any discipline or discharge imposed if any such disciplinary action is imposed against an employee, the employee may challenge such action exclusively through the grievance procedure of this Agreement, but may not seek review through the Board of Fire and Police Commissioners. Oral and written reprimands may not be grieved beyond Step 3 of the grievance procedure.

## ARTICLE VIII

## SENIORITY

Section 8.01 Definition of Seniority. Seniority shall be determined by an employee's continuous full-time service in the rank of patrol officer with the Village of Mundelein Police

Department, calculated from the most recent date of hire with the Village, less adjustments for layoffs, suspensions and approved leaves of absence without pay of thirty (30) consecutive days or more. In the event that two (2) or more officers have the same seniority date, seniority shall be determined by the officers' placement on the Board of Fire and Police Commissioners' eligibility list.

Section 8.02 Termination of Seniority. Seniority and the employment relationship shall be terminated for all purposes if the employee:

a) quits;

b) is discharged;

c) retires;

d) fails to report for work immediately after the conclusion of an authorized leave of absence;

e) is laid off and fails to notify the Police Chief or his designee of his intent to return to work within three (3) business days after receiving notification of recall or fails to report to work within ten (10) business days after receiving notification of recall;

f) is laid off for a period in excess of twelve (12) months;

g) is absent for three (3) or more consecutive working days without notifying the Police Chief or his designee.

Section 8.03 Seniority List. As soon as practicable after the effective date of this Agreement, the Village will post and furnish the Union a list showing the name, rank and hiring date of each employee in the bargaining unit and whether the employee is entitled to seniority or not. Within thirty (30) calendar days after the date of posting, an employee must notify the Village of any alleged errors in the list or it will be considered binding on the employee and Union. A revised list will be posted once per year. After each posting, an employee must notify the Village of any alleged errors within thirty (30) calendar days or the list will be considered binding on the employee and the Union.

## ARTICLE IX

## PROBATIONARY PERIOD

Section 9.01 Probationary Period. All new employees and those hired after loss of

seniority shall be considered probationary employees for a probationary period of eighteen (18) months of employment. The probationary period may be adjusted and extended for an additional period not to exceed six (6) months if, in the sole discretion of the Police Chief, it is determined that such additional time is needed to evaluate the employee. During an employee's probationary period, the employee may be disciplined, laid off, or terminated at the sole discretion of the Village. No grievance or review by the Board of Fire and Police Commissioners shall be presented or entertained in connection with the discipline, layoff or termination of a probationary employee.

There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his last date of hire with the Village in the rank of patrol officer.

## ARTICLE X

## LAYOFF AND RECALL

Section 10.01 Layoff. The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, after probationary employees are either laid off or terminated, at the discretion of the Village, employees covered by this Agreement will be laid off as provided in 65 ILCS 5/10-2.1-18. Employees shall be notified in writing at least fourteen (14) days in advance of the effective date of such layoffs.

Section 10.02 Recall. Non-probationary employees who are laid off shall be placed on a recall list for a period of twelve (12) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training.

Notice of recall shall be sent to the employee by certified mail, return receipt requested, with a copy to the Union President, provided that the employee must notify the Police Chief of his intention to return to work within fourteen (14) calendar days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief with his latest mailing address. If an employee fails to timely respond to a recall notice, his

name shall be removed from the recall list.

Section 10.03 Effects of Layoff. During the term of this Agreement, if the Village exercises its discretion to layoff an employee, then the employee shall be afforded an opportunity to maintain the health insurance offered by the Village by paying, in advance, the full applicable monthly premium for individual or family insurance coverage. If an employee opts to maintain medical insurance under this Section, then such employee shall be permitted to continue the insurance coverage for a period of up to eighteen (18) months from the date of layoff. Employee rights and benefits under this Section are subject to the terms and conditions of the applicable insurance policy or plan.

## ARTICLE XI

## LEAVES OF ABSENCE

Section 11.01 Family and Medical Leave. The parties agree that the Village may adopt policies to implement the Family and Medical Leave Act and regulations promulgated thereunder in accordance with what is legally permissible under the Act.

Section 11.02 Unauthorized Absence. Any unauthorized absence from work during assigned work hours shall be grounds for disciplinary action. An absence of three (3) or more consecutive work days without notification by an employee to his immediate non-bargaining unit supervisor shall be considered an abandonment of position and shall result in the automatic termination of the employment relationship.

Section 11.03 Non-employment Elsewhere. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Accepting a position with another employer or engaging in self-employment while on leave of absence will result in forfeiture of the leave of absence and termination of Village employment unless prior written approval of the Police Chief has been received before the leave begins.

Section 11.04 Military Leave. Military leave shall be granted in accordance with applicable law, as it may from time to time be amended. An employee must provide notice and a copy of his military orders to the Village immediately upon receipt in order to receive military pay.

Section 11.05 Jury Duty Leave. Any employee who is required to serve on a jury shall

be excused from work without loss of regular straight-time pay for the days or portions thereof on which the employee must be present for such jury duty and on which the employee would otherwise have been scheduled to work. The employee shall submit a certificate evidencing that he appeared and served as a juror. The employee shall remit any jury duty fees to the Village in order to receive pay for such jury duty. An employee may retain, however, any jury duty funds specifically designated as reimbursement for travel expenses. An employee shall return to work when not actually appearing or serving as a juror and immediately upon release from jury duty.

Section 11.06 Bereavement Leave. In the event of the death of a member of the immediate family, an employee may be granted leave without loss of regular pay for up to three (3) consecutive working days as bereavement leave if the employee attends the funeral. Employees are not automatically entitled to three (3) days. The number of approved days off shall depend on the circumstances and be determined by the Police Chief. For purposes of this section, the immediate family shall be defined as spouse, children, children of spouse, parents of employee or spouse, brother or sister of employee, grandparents of employee or grandchildren of employee or spouse. Additional days off are subject to the prior approval of the Police chief or his designee and shall be deducted from the employee's vacation time, floating holidays or accumulated holiday time. An employee may be required to provide satisfactory evidence of the death of a member of the immediate family if there is reason to believe abuse of this leave has occurred.

Section 11.07 Emergency and/or Family Illness or Injury Leave. The Police Chief may grant paid emergency leave and/or family illness or injury leave of up to a maximum of twenty-four (24) hours total per calendar year.

Family illness or injury leave may be used for an illness or injury of the spouse or employee's minor child (or step or adopted child) requiring the employee's presence.

Emergency leave may be used for an unpredictable occurrence, such as the birth, adoption or placement for foster care of a child, or **serious** illness or injury of an immediate family member requiring the employee's presence to care for the family member. For purposes of this section, family shall be defined as parent, spouse, or child. For the birth, adoption or

placement for foster care of a child, the request for time off must be for time of the actual birth, adoption or placement. Employees are not automatically entitled to emergency leave. The number of hours granted as emergency leave shall depend on the circumstances of the incident and be determined by the Chief.

Such leave does not provide employees with paid days off for the death of a family member or any other individual. Employees shall be required to substantiate the emergency and or family illness or injury to the satisfaction of the Police Chief. Notice of absences for family illness or injury shall be consistent with the provisions of Article XVIII Section 2. An employee must provide documentation for family illness or injury in accordance with the provisions of Article XVIII Section 3 and 4.

## ARTICLE XII

## VACATIONS

Section 12.01 Allowance. An employee shall be entitled to vacation based upon the years of continuous service in a position covered by this Agreement in accordance with the following schedule:

| Years of Continuous Service | Annual Vacation Hours |
|---|---|
| 1 year - 4 years | 80 |
| 5 years - 9 years | 120 |
| 10 years - 14 years | 160 |
| 15 years - 19 years | 176 |
| 20 years and over | 200 |

A new employee may not use vacation until he has been employed for one (1) continuous year of employment, unless the Police Chief, in his sole discretion, approves the use of vacation prior to completion of one (1) continuous year of employment.

Section 12.02 Vacation Eligibility. Vacation shall not accumulate during any period when the employee is in an unpaid status (including layoff, suspension or approved leave of absence) for thirty (30) consecutive days. If the employee remains on the payroll but is receiving compensation for a work-related injury, the employee may continue to earn vacation

leave for a period not to exceed twelve (12) months from the date of the employee's injury.

Section 12.03 Vacation Pay. Vacation pay shall be paid at the employee's regular straight-time hourly rate of pay in effect at the time of the employee's vacation.

Section 12.04 Vacation Scheduling. Employees desiring vacation leave shall submit their requests in writing on the form provided and in accordance with the current Police Department procedure.

It is expressly understood that the final right to designate vacation periods and the maximum number of employee(s) who may be on vacation at any time is exclusively reserved to the Police Chief or his designee in order to insure the orderly performance of the services provided the Village. Vacation must be scheduled in increments identified in the procedure and approved in advance by the Police Chief or his designee. Vacation shall be used for FMLA covered events consistent with the Village's FMLA Policy.

Section 12.05 Limitation on Accumulation of Vacation. Vacation should ordinarily be taken in the calendar year received. However, once during the duration of this Agreement, an employee may request to carryover from one calendar year to the next up to 40 hours of vacation, provided the employee has requested to use such 40 hours of vacation and been denied. Such request must be made prior to December 1 and approved in advance by the Chief of Police. Any vacation carried over must be used by the end of March of the following calendar year.

Section 12.06 Pay Upon Termination. Employees who have been employed for one (1) continuous year of employment shall receive compensation for all earned but unused vacation as of the employee's date of termination. Upon termination, the employee shall compensate the Village for any unearned holiday or floating holiday taken in advance.

Section 12.07 Vacation Cancellation. In the case of an emergency, the Police Chief may cancel and reschedule any or all approved vacation in advance of its being taken or recall back any employee from vacation in progress.

## ARTICLE XIII

## HOLIDAYS

Section 13.01 Designation of Holidays. The following days shall be considered holidays

during the term of this Agreement:

| | |
|---|---|
| New Year's Day | Thanksgiving Day |
| Memorial Day | Friday after Thanksgiving |
| Fourth of July | Christmas Eve (one-half of standard day) |
| Labor Day | Christmas Day |

Section 13.02 Eligibility. In order to receive a paid holiday or holiday pay pursuant to Section 3, an employee who is scheduled to work on the holiday must (1) either work the actual holiday or be pre-approved off on the authorized holiday at the discretion of the Police Chief or his designee; and (2) be employed by the Village at least fifteen (15) days prior to the holiday. In order to receive a paid holiday or holiday pay pursuant to Section 3, an employee who is scheduled for a regular day off on the holiday must (1) work either the last scheduled work day preceding the holiday or the first scheduled work day following the holiday, or be on pre-approved paid vacation; and (2) be employed by the Village at least fifteen (15) days prior to the holiday.

Section 13.03 Paid Holiday or Holiday Pay. To compensate an employee for the holiday (in addition to receiving his regular pay for the day), the employee shall either receive the holiday off, at the discretion of the Police Chief or his designee, or eight (8) hours of time off. Subject to the pre-approval of the Police Chief or his designee, the time off must be taken not more than two (2) weeks before and not later than twelve (12) weeks after the holiday. Said time off must be taken in increments identified in the procedure and approved in advance by the Police Chief or his designee. If an employee fails to schedule the holiday time within the applicable timeframe, the employee will be compensated in cash (on employee's paycheck) for each hour at the employee's regular straight time hourly rate of pay.

Section 13.04 Floating Holidays. Employees earn four (4) eight (8) hour floating holidays annually. These days are earned according to the following schedule:

| | |
|---|---|
| January 1 - March 31 | Eight (8) hours |
| April 1 - June 30 | Eight (8) hours |
| July 1 - September 30 | Eight (8) hours |
| October 1 - December 31 | Eight (8) hours |

New employees hired on or after January 1 of any calendar year shall earn floating holidays during the first calendar year of employment as follows:

- Employees hired during the first (1st) quarter of a calendar year (January 1 through March 31) earn and receive 3 floating.
- Employees hired during the second (2nd) quarter of a calendar year (April 1 through June 30) earn and receive 2 floating holidays (.
- Employees hired during the third (3rd) quarter of a calendar year (July 1 through September 30) earn and receive 1 floating holiday.
- Employees hired during the fourth (4th) quarter of a calendar year (October 1 through December 31) are not entitled to any floating holidays during the remainder of that calendar year.

All floating holidays may be taken in advance of accrual, shall be taken in increments identified in the procedure and approved in advance by the Police Chief or his designee and only with the prior approval of the Police Chief or his designee. At of the end of each calendar year, earned and unused floating holidays are "lost" and shall not be carried over to the next calendar year.

Section 13.05 Pay Upon Termination. Upon termination of employment, the employee shall be compensated by the Village for any holiday time and floating holidays earned, per the schedule above, but unused at the time of termination. Unearned holiday and floating holidays shall not be compensated upon termination. Upon termination, the employee shall compensate the Village for any unearned holiday or floating holiday taken in advance.

## ARTICLE XIV

## WAGES

Section 14.01 Wage Schedule. Employees shall be compensated in accordance with the annual wage schedule attached to this Agreement at Appendix C and as described in Section 2 below.

Section 14.02 Wage Increases. The annual wages of employees covered by this Agreement shall be increased as follows:

| | |
|---|---|
| Effective May 1, 2017* | 2.50%* |
| Effective May 1, 2018 | 2.25% |
| Effective May 1, 2019 | 2.25% |
| Effective May 1, 2020 | 2. 25% |

* Employees already received the percentage increases effective the date identified.

For the period of May 1, 2017 – April 30, 2018, May 1, 2018 - April 30, 2019, May 1, 2019, April 30, 2020 and May 1, 2020- April 30, 2021, employees who are not at Step 8 shall be eligible for a step increase. However, the Village may delay or deny a step increase to an employee who does not have satisfactory performance. An employee eligible for a step increase in accordance with the annual wage schedule set forth in Appendix C shall receive the step increase on his anniversary date of employment.

Section 14.03 Equity/Market Adjustment. Effective upon the effective date of this Agreement, the steps of the annual wage schedule referred to in Section 1 have been adjusted by amounts that will vary from 0% to 2.5% as determined by the Village, as an equity/market adjustment. Such adjustment shall not create a precedent for future years.

Section 14.04 Shift Differential Pay. Effective upon the effective date of this Agreement for calendar year 2014 and annually thereafter, officers assigned to and actually working the midnight shift shall be paid a lump sum payment of $1000 (minus applicable taxes and withholdings) or a pro-rational amount for the actual time assigned to and actually working the midnight shift during any calendar year. Said lump sum payment shall be paid on the pay check for the last pay period of the calendar year. Paid or unpaid leaves of absence accumulating to 30 calendar days or more shall not count toward time working for payment purposes.

Section 14.05 Specialty Pay. All officers assigned by the Chief and actually serving as Field Training Officers (FTO's) shall be paid one hour of overtime per day while actually assigned to and training any probationary officers. Said overtime is intended to compensate said FTOs for any extra time spent preparing reports and/or paperwork associated with said recruits.

## ARTICLE XV

## INSURANCE

Section 15.01 Medical Insurance Coverage, Benefits and Costs. Employees covered by this Agreement shall be eligible to receive the same insurance coverage and benefits at the same costs and under the same terms and conditions applicable to the non-supervisory, non-bargaining unit Village employee generally, as they may be modified from time to time.

Norwithstanding the above, employees shall pay for single, employee/children, employee/spouse and family coverage per pay period towards the health insurance premium. Employees shall contribute the following toward the premium amounts to be deducted in equal monthly amounts from the employee's paycheck during the term of this Agreement:

| | HMO | PPO | High Deductible PPO |
|---|---|---|---|
| Employee | 7.25% | 7.25% | 7.25% |
| Employee Plus Children | 15% | 15% | 10% |
| Employee Plus Spouse | 15% | 15% | 10% |
| Family | 15% | 15% | 10% |

Section 15.02 Cost Containment. The Village reserves the right to maintain or institute cost containment measures relative to insurance coverage. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for designated surgical procedures.

Section 15.03 Terms of Policies to Govern. The extent of coverage under the insurance policies referred to in Section 1 of this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance and arbitration procedures set forth in this Agreement.

Section 15.04 Term Life Insurance. Each employee covered by this Agreement shall be provided with the same term life insurance coverage as other Village employees generally. The

Village retains the right to change carriers and/or self-insure this benefit. Each employee shall have the opportunity to purchase up to $250,000 of additional coverage.

Section 15.05 Dental Insurance. Employees covered by this Agreement shall be eligible to receive the same dental insurance benefits and coverage, if any, at the same costs and under the same terms and conditions applicable to the non-supervisory, non-bargaining unit Village employees generally, as they may be modified from time to time.

## ARTICLE XVI

## UNIFORMS

Section 16.01 Uniforms. The Police Chief or his designee shall have the right to establish the type, style and color of uniforms and the equipment to be used by officers, which may be changed from time to time, as well as the rules and regulations concerning the use, wear and replacement of uniforms and equipment.

The Village shall provide each officer with an initial issue of all required uniform apparel and equipment and shall replace said apparel and equipment, on an as-needed basis, as determined by the Police Chief or his designee.

Section 16.02 Detective Clothing Allowance. An employee assigned to serve as a detective shall be provided a clothing allowance of $500 per year in accordance with the current procedure.

Section 16.03 Cleaning Allowance. Each employee shall be provided a cleaning allowance of $200 per fiscal year to be used for the sole purpose of the cleaning of police uniforms or department-approved attire. New employees shall be provided a prorational amount. The allowance shall be provided in accordance with the Department General Orders, but they may be modified from time to time.

## ARTICLE XVII

## MISCELLANEOUS

Section 17.01 Physical Fitness Program. In order to maintain efficiency in the Police Department, to protect the public, and to reduce insurance costs and risks, the Village shall, beginning after January 1, 2003, establish as its mandatory physical fitness requirements for full-time sworn officers the State of Illinois Physical Fitness Training Standards. The Standards

are attached hereto as Appendix D. Officers are required to make a good-faith effort to meet such fitness standards. The Employer shall not require an officer who passes the first test during a calendar year to submit to the physical fitness standards testing pursuant to this Section again during that calendar year. An officer who fails to record a composite score of 95 percent of the minimum standards for such test(s) (the 95 percent score is reflected on the attached standards), shall be subject to the following discipline:

For the first such failure, the officer shall be re-tested after one hundred twenty (120) days or more, at the Employer's discretion, and if the employee is successful on such retest, no further testing and no disciplinary action shall be taken by the Employer. If the officer fails the retest, it shall be noted as a failure, but no disciplinary action shall be taken by the Employer for such failure.

An officer who fails to record a composite score of 95 percent of the minimum standards for such test(s) in a second consecutive year shall be subject to the following discipline:

For the first such failure, the officer shall be re-tested after one hundred twenty (120) days or more, at the Employer's discretion, and if the employee is successful on such retest, no further testing and no disciplinary action shall be taken by the Employer. If the officer fails the retest, he shall be given a one (1) day suspension without pay for such failure.

An officer who fails to record a composite score of 95 percent of the minimum standards for such test(s) in a third consecutive year shall be subject to the following discipline:

For the first such failure, the officer shall be re-tested after one hundred twenty (120) days or more, at the Employer's discretion, and if the employee is successful on such retest, no further testing and no disciplinary action shall be taken by the Employer. If the officer fails the retest, he shall be given a two (2) day suspension without pay for such failure.

An officer who fails to record a composite score of 95 percent of the minimum standards for such test(s) in a fourth and any subsequent consecutive year shall be subject to the following discipline:

For the first such failure, the officer shall be re-tested after one hundred twenty (120) days or more, at the Employer's discretion, and if the employee is successful on such retest, no

further testing and no disciplinary action shall be taken by the Employer. If the officer fails the retest, he shall be given a three (3) day suspension without pay for such failure.

Section 17.02 Fitness Examination. At any time that it has a reasonable basis for doing so, the Village may require, at the Village's expense, that the Officer submit to a physical or medical examination, to determine his fitness for duty and, if unfit, his prognosis for returning to full duty. The Village's articulation of its reasonable basis for requiring submission to a physical or medical examination shall be reduced to writing and provided to the Officer and the Union at the time that the order for such an examination is tendered to the affected officer. If, upon examination by a qualified health care provider or mental health professional, it is determined that the Officer is unfit for duty, the Officer shall be placed on unpaid leave and shall be permitted to utilize such paid time off as is available to him, including sick leave, vacation time, personal days, which shall run concurrently with FMLA leave and/or unpaid FMLA leave, as applicable, if the Officer has exhausted his paid leave. Prior to the Officer being placed on leave, however, the Village will provide the Officer and, upon-execution of the appropriate release, the Union, with the fitness for duty report from the healthcare provider or medical health professional who performed the fitness for duty examination.

If, following placement of the Officer on leave, the medical or psychological prognosis is that the Officer will not be capable of returning to work in the foreseeable future, the Officer shall make application for the applicable disability pension. Continued employment as a police officer for the Village of Mundelein is not guaranteed if the medical evidence available to the Village establishes that the Officer is unlikely, at any foreseeable time in the future, to be capable of performing the regular duties of his position.

Section 17.03 Light Duty. The Village may require an employee who is on a paid or unpaid medical leave of absence (including sick leave), or receiving workers' compensation benefits, to return to work in an available light duty assignment that the employee is qualified to perform, provided that the Village's physician(s) has determined that the employee is able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury/condition and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within ninety (90) days. The

terms and conditions of the light duty assignment shall be determined by the Police Chief or his designee. It is agreed that a light duty assignment need not necessarily be confined to the Village Police Department. Provided, however, an employee assigned to light duty will receive his regular rate of pay for all hours worked and all benefits under this Agreement which may be prorated when light duty is scheduled on a less than full-time basis. Generally, a light duty assignment under this Section shall not exceed ninety (90) days. The Village reserves the right to terminate any light duty assignment at an earlier time if the Village's physician(s) determines that an employee is capable of returning to his normal job duties.

If an employee returns or is required to return to work in a light duty assignment and the employee is unable to assume full duties and responsibilities within ninety (90) days, the Village retains the right to terminate the employee's light duty assignment. The Village will not thereafter contest an employee's Workers' Compensation claim or pension benefits solely on the basis that the employee was able to work light duty. Provided, however, the Village reserves the right to contest benefits on any and all other bases.

Nothing herein shall be construed to require the Village to create or maintain a light duty assignment for an employee. Employees will only be assigned light duty assignments when the Village determines that the need exists and only as long as such need exists.

Nothing in this Section shall effect the statutory rights of the Downstate Police Pension Fund in dealing with an employee on a disability pension.

Section 17.04 General Orders. Employees shall be governed by the non-economic portions of the Village of Mundelein Police Department General Orders as they may from time to time be amended except as expressly provided for herein. The Village shall endeavor to provide the employees seven (7) days' notice of any new or changed general order. Alleged violation and application of the general orders by the Village shall not be subject to the grievance and arbitration provisions of this Agreement, but shall be reviewed exclusively through the complaint and grievance procedures set forth in the General Orders. Provided, however, discipline shall be reviewed as otherwise provided herein. General orders may not conflict with the provisions of this Agreement.

Section 17.05 Rules and Regulations. Employees shall be governed by the Village of

Mundelein Police Department Rules and Regulations as they may from time to time be amended. The Village shall endeavor to provide the employees seven (7) days' notice of any new or changed rules and regulations.

Section 17.06 Drug and Alcohol Testing. The parties agree that the Village may adopt policies to implement the provisions of the Omnibus Employee Testing Act of 1991 for employees covered under this Agreement in accordance with what is legally permissible under the Act. In addition, the policy may require testing: when an officer has been involved in a major incident (for example, a shooting, injury to the officer or a citizen, or allegations of excessive use of force), when the officer is assigned to a drug enforcement group position, or when the officer is involved in an accident.

Section 17.07 Board of Fire and Police Commissioners. The Village and Union agree that all disciplinary matters previously subject to the authority and jurisdiction of the Village of Mundelein Board of Fire and Police Commissioners shall no longer be subject to the authority and jurisdiction of the Village of Mundelein Board of Fire and Police Commissioners. Accordingly, the parties agree that the sole recourse for the appeal and review of disciplinary matters, including discharges, shall be through the grievance and arbitration provisions of this Agreement.

Section 17.08 Americans with Disabilities Act. Notwithstanding the foregoing provisions, the Village may take reasonable actions necessary to comply with the Americans with Disabilities Act.

Section 17.09 Personnel Files. The Village shall abide by the Personnel Record Review Act as it may from time to time be amended.

Section 17.10 Application of Agreement to Personnel Assigned to Other Law Enforcement Agencies. Notwithstanding anything to the contrary in this Agreement, officers who are assigned to other law enforcement agencies, such as the Metropolitan Enforcement Group ("MEG"), the Illinois State Police, or federal agencies such as the U.S. Treasury Department, Bureau of Alcohol, Tobacco & Firearms, Drug Enforcement Administration, or U.S. Postal Inspection Service, shall be subject for the duration of such assignment to the practices, policies, procedures and directives which are generally applicable to officers assigned to such

other agency even though such practices, policies, procedures and directives may be inconsistent or in conflict with the provisions of this Agreement. The practices, policies, procedures and directives of such other agency dealing with hours of work and overtime shall be deemed to supersede inconsistent or contrary provisions of Article V (Hours of Work and Overtime) of this Agreement.

Section 17.11 Tuition Reimbursement. Employees shall be eligible for tuition reimbursement in accordance with the current provisions of the Police Department General Order, as it may, from time to time, be amended.

Section 17.12 Fitness Benefits. The Village will make available to employees a fitness/workout room in the police station and health club privileges under the same terms and conditions the privileges are made available to other Village employees, provided the health club privileges continue to be made available to all other Village employees.

Section 17.13 Subcontracting. The right to subcontract or contract out work is vested in the Village. Except when an emergency situation (including natural and/or manmade disasters) exists, before the Village contracts out work which would result in the layoff of existing bargaining unit employees, the Village will notify the Union and offer the Union the opportunity to discuss the matter before the date any existing bargaining unit employee is laid off as a direct result of such subcontracting or contracting out.

Section 17.14 Lateral Hires. An employee hired by the Village who has completed basic law enforcement training and possesses previous experience as a full-time police officer in the State of Illinois may, at the sole discretion of the Chief, be paid a salary and benefits consistent with the officer's prior law enforcement experience.

Section 17.15 Exclusivity of Benefits. The economic benefits set forth in this Agreement shall be the sole and exclusive economic benefits provided to employees covered by this Agreement except to the extent specifically provided in this Agreement.

Section 17.16 Travel Time for Training. In the event the Village requires an employee to attend a training course outside the Village, the employee will be compensated for travel expenses in accordance with the Police Department General Order, as it may from time to time be amended and travel time in accordance with the law, as it may from time to time be

amended. The Village will determine the method of transportation and make all travel arrangements.

Section 17.17 Deferred Compensation. Bargaining unit employees shall be eligible to participate in the deferred compensation program available to other Village employees generally as it may from time to time be amended.

Section 17.18 Fitness Day. An officer who meets the minimum standards under all the sections set forth in Appendix D during a calendar year shall receive one (1) fitness day off to be used in the following calendar year. The day off must be approved in advance by the Police Chief or his designee.

Section 17.19 Shift Trades. Shift trades shall be in accordance with the current provisions of the Police Department General Order. Any alleged violation of the General Order on shift trades shall not be subject to the grievance and arbitration provisions of this Agreement but shall be reviewed exclusively through the complaint and grievance procedures set forth in the General Order.

## ARTICLE XVIII

## SICK LEAVE

Section 18.01 Allowance. An employee, who has completed one (1) full month of continuous service, shall accrue eight (8) hours of sick leave for each completed month, provided that the number of accumulated sick leave hours shall not exceed 2000 hours at any one time. Sick leave shall be allowed only for non-work-related personal illness, injury or disability which renders the employees unable to perform the duties of his position.

Section 18.02 Sick Leave Notification. In the event an employee is unable to work due to illness, injury or disability as provided above, the employee must notify his immediate supervisor of his absence and the nature of the illness/injury, at the earliest possible time, but no later than one (1) hour prior to the start of his scheduled shift. For elective surgery, an employee is required to provide at least two (2) weeks' notice. The failure to provide such notification shall result in the employee being off without pay, and will subject the employee to discipline as well. The employee must submit a request for sick leave pay as soon as possible upon his return to work, but no later than the first working day following the absence. The

request must be made on the form provided by the Village and all questions must be answered fully to the best of the employee's ability. The claim for sick leave pay must be approved by the immediate supervisor.

Section 18.03 Medical Examination. A doctor's statement (verifying the nature of the illness/injury, that the employee was examined by the physician and that the employee was unable to perform the duties of the position) shall be provided for any use of sick leave of three (3) or more consecutive days at a date and time directed by the Police Chief or his designee, unless specifically excused by the Police Chief or his designee. If the employee does not supply such statement/documentation or if the statement/documentation is not deemed satisfactory, the request for sick leave may be denied and the time off shall be without pay. The employee may be subject to discipline as well. The employee must also provide a doctor's statement satisfactory to the Village verifying his fitness for duty prior to being allowed to return to work.

Section 18.04 Abuse of Sick Leave. If an employee is suspected of abuse, or if the employee has prolonged, frequent, or a pattern of absences, the Village reserves the right to take corrective action, including, but not limited to, requiring the employee to provide a physician's statement (verifying the nature of the illness, that the employee was examined by the physician, and that the employee was unable to perform the duties of the position), disapproving the sick leave usage, medical consultations (with a Village designated physician, at Village expense), and counseling and discipline, up to and including discharge.

Section 18.05 Sick Leave Utilization. Sick leave shall be utilized in increments identified in the procedure and approved in advance by the Police Chief or his designee.

Section 18.06 Sick Leave Accrual. An employee shall not be eligible to earn sick leave during any period that an employee is in an unpaid status (including sick leave, layoff, suspension or approved leave of absence) for thirty (30) consecutive days. If the employee remains on the active payroll and is receiving compensation for a work-related injury, the employee may continue to earn sick leave for a period not to exceed twelve (12) months from the date of the employee's injury.

Section 18.07 Payment for Medical Examinations. All charges for medical examinations and physician statements shall be at the employee's expense, to the extent not covered by

insurance, except as specifically provided otherwise in this Agreement.

Section 18.08 Sick Leave Payment at Retirement. An employee who retires from the Village with twenty (20) or more years of service and who provides the Village with at least sixty (60) days' notice of said retirement shall be paid for 50 percent of the employee's accumulated unused sick leave hours at retirement, up to a maximum of sixty (60) days (480 hours), at the employee's regular straight time hourly rate of pay at retirement. Provided, however, if an officer has accumulated in excess of 120 days (960 hours) and up to 250 days (2000 hours) on the effective date of the 2014 Agreement, that officer's maximum accumulation for payout purposes will be the number of days/hours accumulated on the effective date of the 2014 Agreement. Said officers will be paid for 50% of the employee's accumulated unused sick leave hours at retirement, up to the employee's individual maximum accumulation but no more than 125 days (1000 hours). (For example, if an employee has accumulated 200 days on the effective date of the Agreement and at retirement the employee had 180 days of accumulated unused sick leave, at retirement the employee would be paid for 50% of 180 days or 90 days (720 hours) of sick leave. Such sick leave payment will be deposited into a post-employment health savings account. If the employee fails to give the Village at least sixty (60) days' notice, the employee shall not be eligible for payment of accumulated unused sick leave.

## 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 or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, Section or portion thereof specifically specified in the board, agency or court decision or subsequent legislation, and the remaining parts or portions of this Agreement shall remain in full force and effect. Upon the request of either party, the Village and Union shall begin negotiations on a substitute for the invalidated Article, Section or portion thereof.

## ARTICLE XX

## ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes and cancels all prior practices and

agreements, whether written or oral, unless expressly stated to the contrary herein and constitutes the complete and entire agreement between the parties. If a past practice is not addressed in the Agreement, it may be changed by the Village as provided in the Management Rights Clause, Article III.

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 understandings and agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Village and 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 the Village's exercise of its rights specified herein, on wages, hours or terms and conditions of employment.

## ARTICLE XXI

## DURATION

Section 21.01 Termination in 20. This Agreement shall be effective upon execution and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2021. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no later than at least one hundred twenty (120) days prior to the expiration date that it desires to modify this Agreement.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

METROPOLITAN ALLIANCE OF POLICE, CHAPTER 687

Name KEITH R. GEORGE
Title PRESIDENT
Dated: 7/20/17

ATTEST:
Name CHARES CALLAS
Title PATROL OFFICER
Dated: 07/20/17

VILLAGE OF MUNDELEIN

Steve Lentz
Mayor
Dated: 7/25/17

ATTEST:
Katy Timmerman
Village Clerk
Dated: 7/25/17

## APPENDIX A

## DUES CHECKOFF AUTHORIZATION

## CHECK OFF DUES AUTHORIZATION

I, the undersigned member of the Metropolitan Alliance of Police (MAP) Chapter #687 hereby authorize and direct my employer, the Village of Mundelein, to deduct from my wages and to pay to the Metropolitan Alliance of Police or its authorized representative, the regular monthly dues of $TBD, which may be owed to the Metropolitan Alliance of Police as a result of my membership therein.

I understand that if I refuse to sign this form, I am subjected to the fair share arrangements set forth in the collective bargaining agreement. Fair share dues are set at the same amount as regular monthly dues and I understand that if I am fair share, I am not eligible for the free legal defense as an offered benefit of full dues paying status.

This authorization shall continue to be in effect for successor contracts between the employer and the Metropolitan Alliance of Police, although the dues amount may change during the term of the contract.

Member's name:_____ Date: _____
(Please print)

Member's signature:_____ DOB: _____

Address:_____City/State/Zip_____

Phone:_____ E-mail: _____

# APPENDIX B

# GRIEVANCE FORM

**Next Page**

| | | |
|---|---|---|
| **METROPOLITAN ALLIANCE OF POLICE**<br>**Dept:** _____ **Chap#**_____<br>***GRIEVANCE REPORT*** | | **Page 1**<br><br>**Grievance #** |
| **GRIEVANT DATA (If more than one (1) grievant, list separately in narrative)** | | **Grievant(s) or MAP chapter rep MUST Sign Grievance** |
| Grievant's Name: Last, First MI: | | Star #: |
| Incident Date: | Contract Article and Section Violated: | Date/Time Step 1 Initiated: |
| Shift Assignment: | Supervisor: | Presented To: |
| Grievant's Signature: | | MAP chapter Rep. Signature: |

| | | |
|---|---|---|
| S T E P 1 | **STATEMENT OF GRIEVANCE STEP 1** | **Briefly state the cause of your grievance and the remedy you seek** |
| | | **See attached for additional information** ☐ |
| | Employer's Step 1 response and reasons therefore: | |
| | Immediate supervisor's signature: | Date/Time of response: |
| | Response given to: | |
| S T E P | **REASONS FOR ADVANCING GRIEVANCE STEP 2** | |

| | | |
|---|---|---|
| 2 | See attached for additional information | ☐ |
| | Grievant's signature: | Date/Time Step 2 initiated: |
| | Presented to: | |
| | Employer designee's response and reasons therefore: | |
| | Employer designee's signature | Date/Time of response: |
| | Response given to: | |

**METROPOLITAN ALLIANCE OF POLICE**

**Page 2**

**Dept:** _____ **Chapter #** ____

***GRIEVANCE REPORT***

**Grievance #**

| | | |
|---|---|---|
| STEP 3 | **REASONS FOR ADVANCING GRIEVANCE** **STEP 3** | |
| | See attached for additional information | ☐ |
| | Grievant's Signature: | Date/Time Step 3 Initiated: |
| | Presented To: | |

| | | |
|---|---|---|
| | Employer Designee's Response and Reasons Therefore: | |
| | Employer Designee's Signature: | Date/Time of Response: |
| | Response Given To: | |
| STEP 4 | **REASONS FOR ADVANCING GRIEVANCE** **STEP 4** | |
| | **See attached for additional information** | |
| | Grievant's Signature:<br>Date/Time : | Chapter President or Designee Signature :<br>Date/Time : |
| ARBITRATION | **DATE GRIEVANCE ADVANCED TO ARBITRATION AND PERSON SERVED WITH NOTICE** | |
| | Chapter president or designee signature: | Date/Time submitted for arbitration: |

## C-1 - EFFECTIVE MAY 1, 2017

| | 1-May-17 |
|---|---|
| Step | **2.50%** |
| 0 | $67,394.39 |
| 1 | $70,263.92 |
| 2 | $73,255.64 |
| 3 | $ 76,374.72 |
| 4 | $79,626.62 |
| 5 | $83,016.98 |
| 6 | $86,551.70 |
| 7 | $90,236.92 |
| 8 | **$94,079.05** |

## C-2 - EFFECTIVE UPON SIGNING

| | Equity Adjustment |
|---|---|
| Step | **UPON SIGNING** |
| 0 | $67,394.39 |
| 1 | $70,481.69 |
| 2 | $73,709.75 |
| 3 | $ 77,085.66 |
| 4 | $80,616.18 |
| 5 | $84,308.41 |
| 6 | $88,169.73 |
| 7 | $92,207.90 |
| 8 | **$96,431.03** |

## C-3 - EFFECTIVE MAY 1, 2018

| | **1-May-18** |
|---|---|
| Step | **2.25%** |
| 0 | $68,911.39 |
| 1 | $72,067.53 |
| 2 | $75,368.22 |
| 3 | $ 78,820.09 |
| 4 | $82,430.05 |
| 5 | $86,205.34 |
| 6 | $90,153.55 |
| 7 | $94,282.58 |
| 8 | **$98,600.72** |

## C-4- EFFECTIVE MAY 1, 2019

| | **1-May-19** |
|---|---|
| Step | **2.25%** |
| 0 | $70,461.90 |
| 1 | $73,689.05 |
| 2 | $77,064.01 |
| 3 | $ 80,593.54 |
| 4 | $84,284.72 |
| 5 | $88,144.96 |
| 6 | $92,182.00 |
| 7 | $96,403.94 |
| 8 | **$100,819.24** |

## C-5 EFFECTIVE MAY 1, 2020

| | **1-May-20** |
|---|---|
| Step | **2.25%** |
| 0 | $72,047.29 |
| 1 | $75,347.05 |
| 2 | $78,797.95 |
| 3 | $ 82,406.90 |
| 4 | $86,181.13 |
| 5 | $90,128.23 |
| 6 | $94,256.10 |
| 7 | $97,573.03 |
| 8 | **$103,087.67** |

## APPENDIX D

## STRENGTH

Hand and arm strength are necessary for an officer to lift or pull heavy objects or for self-defense. Strong legs and feet are needed for walking and running, as well as for support for the entire body. To measure strength, the push-up will be utilized.

The officer is to lower the body from the front leaning position; hands should be placed slightly wider than the shoulders. Fingers should be pointed straight ahead. The officer lowers the body until the officer's chest barely touches the clenched fist of a tester. (The tester's fist is to have the little finger parallel to the floor; the thumb should be curled over the top of the hand. An object of equivalent size may be substituted.) The officer then returns to the front leaning position. The number of consecutive push-ups to be performed for age and gender are detailed below:

| | AGE | | |
|---|---|---|---|
| | **20-29** | **30-39** | **40 & Older** |
| **Male** | 30 | 25 | 15 |
| **Female** | 15 | 15 | 15 |

## ENDURANCE

Bent Knee Sit-Ups will be used to measure an officer's ability to maintain continued exertion over a prolonged period of time. The officer lies back on the floor with the knees bent. The fingers should be laced behind the neck. The officer sits up, then returns to the prone position (knees should be bent at an approximate 45 degree angle). The officer should be able to complete the indicated number of bent knee sit-ups in one minute's time:

| | AGE | | | | |
|---|---|---|---|---|---|
| | **20-29** | **30-39** | **40-49** | **50-59** | **60-69** |
| **Male** | 34 | 31 | 26 | 20 | 18 |
| **Female** | 30 | 24 | 16 | 14 | 14 |

## FLEXIBILITY

It is important that an officer maintain flexibility, especially given the number of hours

spent on patrol or doing paperwork. Flexibility will help decrease the chances of lower back injury. The test for flexibility is called the Sit and Reach. The sit and reach is conducted by having the officer sit on a mat. The legs should be extended straight in front of the body, and they are at right angles (perpendicular) to a taped line on a box. The heels are placed on the floor, about eight inches apart. A fifteen inch rule is placed with the 15 inch mark on the edge of the box nearest the officer. The officer slowly reached forward with both hands as far as possible, and holds the position momentarily. His goal is to reach as far as possible without moving the heels and keeping knees straight. The distance of the reach is recorded; the best of three tries is considered the score used to determine passage of the test. The scores for passing are charted below:

| | AGE | | | | |
|---|---|---|---|---|---|
| | **20-29** | **30-39** | **40-49** | **50-59** | **60 & Older** |
| **Male** | 16.5 | 15.5 | 14.3 | 12.5 | 12.00 |
| **Female** | 19.3 | 18.3 | 17.3 | 16.8 | 15.5 |

|

Other tests include a 1.5 mile run. The times for each test are charted below:

| **1.5 mile run (in minutes)** | AGE | | | | |
|---|---|---|---|---|---|
| | **20-29** | **30-39** | **40-49** | **50-59** | **60 & Older** |
| **Male** | 14:00 | 14:45 | 15:35 | 17:00 | 19:00 |
| **Female** | 18:30 | 19:00 | 19:30 | 20:00 | 20:30 |

The Institute for Aerobics Research also considers "Standards of Error" in calculating the standards. These standards of error represent statistical deviations from test results. Therefore, the following standards of error will be included in your scores:

1.5 mile run subtract 55 seconds from final score, unless the test was passed at written standard

Sit & Reach add ½ inch to final score

Sit-Ups add 1 sit-up to final score

Push-Ups no standard of error has been computed

The bench press may be substituted for push-ups.

| | AGE | | | | |
|---|---|---|---|---|---|
| | **20-29** | **30-39** | **40-49** | **50-59** | **60 & Older** |
| **Male** | .99 | .88 | .80 | .71 | .65 |
| **Female** | .59 | .53 | .50 | .44 | .43 |

The procedure to substituting the bench press for push-ups is as follows:

1) Estimate the weight that the officer will have to press in one try.
2) Load and weights to one-half of the required weight.
3) The officer is to press the one-half of estimated weight for an easy warm-up.
4) Increase the loading of weights in ten (10) pound increments, allowing a press after each increment is added. This allows the officer to warm up in three or four repetitions to prevent muscle injury. When the maximum weight is added, the officer is to lift this weight in one smooth repetition.

## MEMORANDUM OF AGREEMENT

The Village of Mundelein and MAP Chapter 687 agree that, during the term of the 2017 Agreement, and while the 5/3, 5/2 schedule is in effect during that Agreement, officers assigned to work that schedule will only pay back 1.5 days (12.75) instead of 2 days (17 hours) of time which will be reflected in the Police Department General Order on the Patrol Work Schedule.

**MAP CHAPTER 687**

By: _____

Date: 07-22-17

**VILLAGE OF MUNDELEIN**

By: _____

Date: 7/25/17

## MEMORANDUM OF AGREEMENT

The Village of Mundelein and MAP Chapter 687 agree that, during the term of the 2017 Agreement, and while the 5/3, 5/2 schedule is in effect during that Agreement, officers assigned to that schedule will be entitled to up to 3 days (25.5 hours total) of Emergency and/or Family Illness or Injury Leave which will be reflected in the Police Department General Order on the Patrol Work Schedule.

In addition, effective upon the effective date of the 2017 Agreement, during the term of the 2017 Agreement and while the 5/3, 5/2 schedule is in effect during that Agreement, officers assigned to that schedule (1) will earn floating holidays, fitness days and unpaid holiday time in eight (8) hour increments; and (2) use of the aforementioned time (floating holidays, fitness days and unpaid holiday time) as well as vacation will only require a total of 8 hours in order to obtain a "day" off. The earning and use of such time will be reflected in the Police Department General Order on the Patrol Work Schedule.

**MAP CHAPTER 687**

By: _____

Date: 07-22-17

**VILLAGE OF MUNDELEIN**

By: _____

Date: 7/25/17

## Side Letter

The Union agrees that its bargaining unit employees covered hereunder will not solicit merchants, businesses, residents or citizens located within the Village of Mundelein for contributions, donations or to purchase advertising in any Union or Union-related publication or associate membership in the Union or any Union-related organization.

It is agreed that no bargaining unit member covered by this Agreement will solicit any person or entity for contributions on behalf of the Mundelein Police Department or the Village of Mundelein.

Bargaining unit members agree that the Village name, shield or insignia, communication systems, supplies and materials will not be used for solicitation purposes. Solicitation by bargaining unit employees may not be done on work time or in a work uniform. The bargaining unit members agree that they will not use the words "Mundelein Police Department" in their name or describe themselves as the "Village of Mundelein". The bargaining unit members shall have the right to explain to the public, if necessary, that they are members of an organization providing collective bargaining, legal defense and other benefits to all patrol-rank police officers employed by the Village.

Except as provided above, the foregoing shall not be construed as a prohibition of lawful solicitation efforts by bargaining unit members directed to the general public.

This Section does not apply to the solicitation efforts of the Metropolitan Alliance of Police or any of its agents who are not bargaining unit employees.

AGREED:

**LOCAL UNION**

07-22-17

**VILLAGE OF MUNDELEIN**