



PUBLIC MEETING NOTICE AND AGENDA  
COMMITTEE OF THE WHOLE MEETING  
JUNE 8, 2021  
7:30 P.M.  
AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Public Comment  
The public is invited to make an issue-oriented comment on any matter of public concern. The public comment may be no longer than 3 minutes in duration.
4. Staff Presentations
  - A. Administration
    1. Informational Item concerning Meeting to Discuss Strategic Goals
    2. Changes to July Village Board of Trustee Meetings
  - B. Police
    1. Collective Bargaining Agreement between the Village of Lake in the Hills and Metropolitan Alliance of Police Lake in the Hills Chapter #90
  - C. Public Works
    1. Contract with Evans & Sons Blacktop for the Cattail Park Half-Court Basketball Court and an Ordinance approving Budget Amendments to the Operating Budget for the FY Ending December 31, 2021
5. Board of Trustees
  - A. Trustee Harlfinger
  - B. Trustee Huckins
  - C. Trustee Dustin
    1. Planning and Zoning Commission Liaison Report
  - D. Trustee Bojarski
  - E. Trustee Murphy
    1. Parks and Recreation Board Liaison Report
  - F. Trustee Anderson
6. Village President
7. Adjournment

MEETING LOCATION  
Lake in the Hills Village Hall  
600 Harvest Gate  
Lake in the Hills, IL 60156

The Village of Lake in the Hills is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations so that they can observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the Village's facilities, should contact the Village's ADA Coordinator at (847) 960-7410 [TDD (847) 658-4511] promptly to allow the Village to make reasonable accommodations for those persons.

Posted by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_



# INFORMATIONAL MEMORANDUM

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**MEETING DATE:** June 8, 2021  
**DEPARTMENT:** Administration  
**SUBJECT:** Meeting to Discuss Strategic Goals

## EXECUTIVE SUMMARY

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In 2017, the Village developed a strategic plan to help guide our actions as we plan for the future. The current problem statement and guiding policy have a limited focus of just the financial health of the Village. Development of a limited number of strategic goals and objectives can sharpen the focus of the efforts of staff to meet the specific vision of the Board.

Staff has asked Village residents, businesses, employees, and special districts to provide some input on goals they would like to see the Village adopt. Staff would like to review current progress on our strategic plan and then provide the Board with these inputs to get the Board's position on some strategic goals and objectives to adopt. With this information in place, the staff can develop more specific initiatives to support the efforts to attain these goals and objectives.

Staff expects the meeting would take about two hours and would like to schedule it for this month. Staff is looking for input from the Board concerning when this meeting might take place.

## FINANCIAL IMPACT

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None

## ATTACHMENTS

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None

## SUGGESTED DIRECTION

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Village Board provide their input on a date to discuss strategic goals.



# REQUEST FOR BOARD ACTION

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**MEETING DATE:** June 8, 2021

**DEPARTMENT:** Administration

**SUBJECT:** Changes to July Village Board of Trustee Meetings

## EXECUTIVE SUMMARY

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Due to the Fourth of July holiday weekend and the Rockin Rotary Ribfest occurring the same week as the scheduled Committee of the Whole (July 6) and Village Board of Trustees meeting (July 8), staff requests the Board consider delaying these meetings one week. The change will allow staff more time around the holiday weekend to prepare items for the agenda and avoid Board members having to prepare for the meetings over the holiday.

As this change would place all the July meetings only one week apart, staff also suggests delaying the second set of meetings one week from July 20 and 22 to July 27 and 29. Since there are five Thursdays in July, the first set of meetings in August are not scheduled until the second week of the month.

## FINANCIAL IMPACT

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None

## ATTACHMENTS

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None

## RECOMMENDED MOTION

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Motion to approve changing the July 2021 Committee of the Whole meetings from July 6 and 20 to July 13 and 27 and changing Village Board of Trustees meetings from July 8 and 22 to July 15 and 29.



# REQUEST FOR BOARD ACTION

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**MEETING DATE:** June 8, 2021

**DEPARTMENT:** Police

**SUBJECT:** Collective Bargaining Agreement between the Village of Lake in the Hills and Metropolitan Alliance of Police Lake in the Hills Chapter #90

## EXECUTIVE SUMMARY

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The collective bargaining agreement with the Metropolitan Alliance of Police Lake in the Hills Chapter #90 expired on April 30, 2021. Negotiations with the Union resulted in a tentative agreement on all issues. The main issues during the negotiations were the wage schedule, six month notice of change in workday schedule, creation of one Personal Time section, referencing the Villages Personnel Rules and Regulations in the area of modified duty, and the inclusion of cannabis as a prohibited controlled substance.

Other significant changes to this agreement include a Body Camera Letter of Understanding, a Side Letter of Agreement regarding drug testing following Officer Involved Shootings, and a Settlement Agreement regarding Grievance No. 02/19 - Retro Paid Lunch Breaks.

The agreement also includes the wage schedule increased by 2.5% per year for the terms of the agreement. The Union has ratified the agreement, which is retroactive to May 1, 2021, and will end on April 30, 2024.

## FINANCIAL IMPACT

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The financial impact of the new collective bargaining agreement would have resulted in a \$15,000 deficit as originally budgeted, however, due to salary savings from recent turnover in sworn personnel, salary and FICA cost savings for the 29 members of the Metropolitan Alliance of Police Lake in the Hills Chapter #90 collective bargaining unit will come in under budget by approximately \$64,000 in FY21.

## ATTACHMENTS

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1. Agreement Between Village of Lake in the Hills and Metropolitan Alliance of Police Lake in the Hills Chapter #90 - 2021 to 2024
2. Edited Agreement Between Village of Lake in the Hills and Metropolitan Alliance of Police Lake in the Hills Chapter #90 - 2021 to 2024 showing changes

## RECOMMENDED MOTION

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Motion to approve the collective bargaining agreement between the Village of Lake in the Hills and Metropolitan Alliance of Police Lake in the Hills Chapter #90.

**AGREEMENT**

**BETWEEN**

**THE VILLAGE OF LAKE IN THE HILLS, ILLINOIS**

**and**

**METROPOLITAN ALLIANCE OF POLICE  
LAKE IN THE HILLS POLICE  
CHAPTER #90**

**May 1, 2021 - April 30, 2024**

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## **PREAMBLE**

THIS AGREEMENT is entered into by the Village of Lake in the Hills ("the Village") and the Metropolitan Alliance of Police Lake in the Hills Police Chapter #90 ("the Chapter" or "the Union") this \_\_\_\_\_ day of \_\_\_\_\_, 2021, and has as its purpose the promotion of harmonious relations between the parties, the establishment of an orderly procedure for resolving differences arising out of the employment relationship and the establishment of rates of pay, hours of work, and other conditions of employment for employees of the Village in the unit described in Article I hereof.

## **ARTICLE I RECOGNITION**

### **Section 1.1. Recognition of Bargaining Agency.**

The Village agrees during the term of this Agreement to recognize the Metropolitan Alliance of Police as the sole and exclusive bargaining agent with respect to wages, hours, and conditions of employment for employees in the following unit:

All "full-time sworn peace officers below the rank of sergeant" employed by the Village of Lake in the Hills, excluding "sergeants and above, all supervisors, confidential, managerial employees and all other employees of the Village of Lake in the Hills."

Unless the context indicates otherwise, the terms "employee" and "officer" as used herein, shall refer exclusively to members of the above-described unit.

### **Section 1.2. Gender**

In this contract, the pronouns "He, Him, and His" shall refer to all employees equally.

### **Section 1.3. Labor-management Meetings**

The Chapter and the Employer agree that, in the interest of efficient management and harmonious employee relations, meetings will be held if mutually agreed between no more than two (2) Chapter representatives and responsible administrative representatives of the Employer. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management conference" and expressly providing the specific agenda for such conference. Such conferences, times and locations, if mutually agreed upon, shall be limited to:

- a. discussion on the implementation and general administration of this agreement;
- b. a sharing of general information of interest to the parties; and
- c. safety issues.

It is expressly understood and agreed that such conferences shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management conferences," nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such conferences.

Attendance at labor-management conferences shall be voluntary on the employee's part. Attendance at such conferences shall not interfere with required duty time and attendance, if during duty time, is permitted only upon prior approval of the Chief of Police or his designee. The Chief of Police or his designee in his sole discretion shall determine its representatives at such meetings.

#### **Section 1.4. Chapter Bulletin Board**

The Village will make bulletin board space available for posting of Chapter announcements and other items of legitimate Chapter business, seniority roster, education opportunities announcements and notice of extra duty opportunities that are non-inflammatory in nature and are approved by the Chief of Police, or if the Chief of Police is not available, by a shift commander on duty. Approval for posting shall not be unreasonably withheld.

#### **Section 1.5. Representation Time**

An employee who in a representative capacity during his scheduled working hours attends a meeting between the Chapter and the Village for the purposes(s) of adjustments of grievances, or transmittal of notices shall not suffer a loss in pay because of such attendance, provided that the Village must have agreed to hold the meeting at such time. There shall be no claim under this provision for pay for any other than in relation to the regularly scheduled hour(s) of the employee claiming such pay. The Chapter recognizes the essential need to minimize lost work time and to avoid interference with the work of the Department. For purposes of this section, representative capacity shall be limited to an employee who is representing the bargaining unit, or a member thereof, as part of the grievance procedure, or as part of the formal disciplinary procedure involving another officer. Any employee opting to have an attorney represent him during the disciplinary procedure shall not be entitled to additional representation by a fellow chapter member.

## **ARTICLE II MANAGEMENT RIGHTS**

### **Section 2.1. Management Rights**

Except as specifically limited by the express provisions of this Agreement, the Village retains all legal rights to manage and direct the affairs of the Village in all its various aspects, and to manage and direct its employees. It is the employer's right to hire, demote, suspend or discharge pursuant to the Illinois Municipal Code, Board of Fire and Police Commissioners 65 ILCS 5/10-2.1-1 et seq.; layoff, promote, assign or transfer employees to any job or any work, anytime or anywhere; to increase or decrease the work force; to determine the number and size of the work shifts; to determine the hours of work per day or week; to make work rules for the purpose of efficiency, safe practice and discipline; to establish performance standards; to determine equipment to be used; to make technological changes; to determine the number and location of its operations; to move, close or liquidate its operations in whole or in part; to separate or reassign its employees in connection with said moving, closing or liquidating; the right to transfer; to subcontract work; to determine duties and productions standards; to combine jobs, to eliminate classifications or work; to require overtime work; and to fill new jobs and set a wage rate subject to negotiations over such wage rate.

The rights and powers of management mentioned in this Agreement do not list or limit all such powers, and the rights listed together with all other rights, powers and prerogatives of management, not specifically ceded in this Agreement remain vested exclusively in management.

The exercise by management of, or its waiver of, or its failure to exercise its full right of management or decision on any matter or occasion, shall not be binding on management, and shall not be the subject or basis of any grievance.

In the event of a civil emergency, which may include but are not limited to, riots, civil disorders, tornado conditions, floods or other catastrophes, as may be declared by the Village President or Chief of Police, or their authorized designees, the provisions of this Agreement, other than compensation provisions, may be suspended by the Chief of Police, if necessary, provided that all provisions of this Agreement shall be immediately reinstated once the civil emergency condition ceases to exist.

## ARTICLE III

### DISCIPLINE AND DISMISSAL

#### **Section 3.1. Personnel Files and Notice of Disciplinary Action**

There shall be one official disciplinary file maintained in relation to each person employed by the Police Department. All information contained in an employee's disciplinary file shall be treated as confidential by the Village. The Village may make such other and additional files as it may deem appropriate, provided only that each person shall have the right of inspection as provided hereinafter. All employment related files shall be identified in the certain written documents provided in the various Police Department work rules, regulations and policies. The disciplinary file shall include, (by way of illustration and not limitation), written evaluations, letters, memorandum, reports and other materials bearing on the quality of the employee's professional service and any disciplinary measures taken in relation to said employee's employment.

An employee may inspect the contents of any and all employment related files at reasonable times with prior notice to the Chief of Police. The person shall examine all employment related files and only in the presence of the Chief of Police or in the presence of the Chief's designee. To the extent required by law, employees shall receive copies of those materials placed in their employment files. Any record of discipline short of suspension placed in an employee's file shall not be considered for purposes of progressive discipline after one (1) year has expired from the date of said discipline. The parties recognize that circumstances may arise in which the Chief of Police may issue discipline, up to and including recommendations for discharge, without regard to the principle of progressive discipline.

#### **Section 3.2. Procedures of Discipline**

If the Village has reason to discipline an employee, it will take into consideration methods to do so which would not unduly embarrass the employee.

#### **Section 3.3. Jurisdiction of the Police Commission**

Disciplinary action, up to and including termination, is subject to the jurisdiction of the Board of Police Commissioners according to state law and in accordance with the Rules and Regulations of the Lake in the Hills Police Commission. Notice of said disciplinary action shall be provided in writing to the employee. Nothing in this Agreement however shall be construed in such a manner as to make the reprimand, suspension or discharge of a probationary officer the subject of a hearing before the Police Commission or part of the grievance procedure.

#### **Section 3.4. Written Reprimand**

In cases of written reprimand, notation of such reprimand shall become part of the employee's personnel file and a copy given to the employee.

#### **Section 3.5 Suspension with Pay**

Any officer placed on administrative leave while under an internal or criminal misdemeanor investigation or placed on leave for a fitness for duty test, shall not be entitled to full pay and benefits while awaiting the outcome of these proceedings (i.e., charges are filed, fitness for duty test is complete).

**Section 3.6. Personnel File**

The Village agrees to abide by the lawful requirements of the "Access to Personnel Records Acts," Illinois Compiled Statutes.

**Section 3.7. Investigation of Officers**

The Village agrees to abide by the lawful requirements of the Illinois Compiled Statutes as they relate to the investigation of police officers, specifically but not limited to, the Uniform Peace Officers Disciplinary Act. (See Appendix C)

The Village agrees to periodically inform any officer covered by this Agreement of the ongoing status of any investigation concerning the affected officer pursuant to this Article. Such information shall be provided to the officer thirty (30) days following the date of any formal interrogation/interview, and shall be provided each thirty (30) days thereafter. This section does not limit or interfere with the authority of the Chief of Police to discipline police officers covered by this Agreement.

If not on duty, the affected officer shall be compensated for time spent during the interrogation/interview at the affected officer's applicable straight or overtime rate of pay.

## **ARTICLE IV UNION SECURITY**

### **Section 4.1. Dues Deductions**

Upon receipt of proper written authorization from a police officer, the Employer shall deduct each month's Chapter dues in the amount certified by the Treasurer of the Chapter from the pay of all officers covered by this Agreement who, in writing, authorize such deductions. Such money shall be submitted to the Metropolitan Alliance of Police within fifteen (15) days after the deductions have been made.

### **Section 4.2. Indemnification**

The Metropolitan Alliance of Police shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and officers 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 village for the purpose of complying with the provisions of this Article, or in reliance on any written check off authorization furnished under any of such provisions, provided that the Village does not initiate or prosecute such action.

### **Section 4.3. Dues Check off**

All members covered by this Agreement shall tender their membership dues to the Union by signing the authorization cards (providing payroll deduction of Union dues) provided by the Union.

The employer agrees to deduct Union membership dues in accordance with the amount certified by the Union to the employer from the pay of all officers who have executed such authorization for payroll deduction of Union dues and maintain such deductions in accordance with the terms and conditions set forth by Agreement with the Union. The Union shall hold the employer harmless against any and all suits, claims, demands and liabilities arising out of any action of the employer in connection with payroll deductions of Union and/or other deductions (made pursuant to this Article).

Payroll deductions of Union dues shall become effective upon the date that the appropriate form designates or, if none, upon the date of its signing by the affected officer. Pay deductions shall commence beginning with the next two (2) payroll periods.

The aggregate totals of all dues (deducted) shall be remitted separately each month to the Union at its address as supplied to the Village Clerk of the Village of Lake in the Hills.



## **ARTICLE V SENIORITY**

### **Section 5.1 Layoff and Recall**

All layoffs will be determined on a seniority basis. Those police officers with the lowest amount of seniority may be temporarily laid-off in the event that the Employer deems it necessary. When the force of the Police Department is reduced, the officer or member reduced in rank or removed from service of the Police Department shall have rights of reinstatement as provided for in the Illinois Compiled Statutes. Upon determination that a vacancy exists and there are police officers who have been furloughed due to a reduction-in-force, the police officers on furlough shall be recalled to fill such position and seniority will prevail in determining which furloughed Officer shall have the right to be re-employed if the Police Officer is otherwise qualified.

### **Section 5.2 Definition of Seniority**

Seniority shall be determined as the police officer's length of service as a police officer in the Department. Time spent in the armed forces, on military leaves of absence, and authorized leaves not to exceed one year, and time lost due to duty related disability shall be included.

### **Section 5.3 Seniority Lists**

A current up to date seniority list showing the names and length of service of each police officer shall be provided and posted by the Employer on January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup>, and October 1<sup>st</sup> of each year on a designated Bulletin Board provided by the Village.

### **Section 5.4 Purpose of Seniority**

Employees shall be allowed preference according to seniority on all sections specifically designating seniority as an accounting procedure.

### **Section 5.5 Termination of Seniority**

A police officer shall not accumulate seniority rights upon separation from services due to dismissal, suspension time in excess of 15 continuous days, layoff or retirement. Full seniority rights shall be reinstated under the following conditions:

1. A police officer retires due to disability and is later certified by the Police Pension Board to be capable of resuming his duties and is returned to work by the Chief of Police.
2. A police officer is dismissed and later reinstated by a court of competent jurisdiction.
3. A police officer is separated due to layoff or reduction-in-force and is later reinstated under the conditions provided for in the Illinois State Statutes.

## ARTICLE VI GRIEVANCE PROCEDURE

### **Section 6.1. Definition of Grievance**

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purposes of this Agreement, a grievance is any dispute or difference of opinion raised by an employee against the employer involving the meaning, interpretation or application of the provisions of this Agreement. The Village shall not be required to pay any officer's wages for grievance related work, unless the officer is the grievant and is required by the Chief of Police or his designee to be present on the officer's on-duty time, in which case the officer shall receive his regular rate of pay for all time spent. The Chapter may appoint an officer, who may attend grievance meetings scheduled pursuant to Steps One, Two and Three. The Chapter shall notify the Chief of Police in writing of the name of the officer designated to do so, provided, that the Village shall not be required to recognize an Officer who has not completed his probation and/or suspension.

### **Section 6.2. Grievance Procedure**

Recognizing that grievances should be raised and settled promptly, a grievance must be raised within five (5) working days after the occurrence of the event or the officer becoming aware of the event giving rise to the grievance in accord with the following procedure:

**STEP ONE: Immediate Supervisor.** By written notification from the officer to his immediate supervisor: Said grievance to set forth the event giving rise to grievance, the contract provision(s) involved, and the name of the involved officer. The immediate supervisor shall answer the grievance in five (5) working days after hearing of the grievance and shall, if requested by the Chapter or the officer, meet to discuss the grievance prior to answering it.

**STEP TWO: Appeal to Deputy Chief of Support Services.** If the grievance is not settled in Step One, or, if a reply is not given within the time provided therefore and the officer decides to appeal, the officer shall, within five (5) working days from receipt of the Step One reply, appeal in writing, to the Deputy Chief of Support Services. The officer, the Chapter representative and the Deputy Chief of Support Services, will discuss the grievance at a mutually agreeable time. If no Agreement is reached in such discussion, the Deputy Chief of Support Services will give his reply, in writing, within five (5) working days of the conclusion of the discussion.

**STEP THREE: Appeal to Chief of Police.** If the grievance is not settled in Step Two and the officer decides to appeal further, said officer shall, within five (5) working days after receipt of the response of the Deputy Chief of Support Services (in Step Two), or, after the expiration of time therefore, file a written appeal to the Chief of Police. In response to such notice, the Chief of Police shall meet with the officer and the Chapter representative. Such meeting shall be held at a mutually agreeable time for the purposes of hearing the officer's appeal. If no settlement is reached at this meeting, the Chief of Police, or his/her designee shall give his/her reply in writing within five (5) working days of the meeting.

**STEP FOUR: Binding Arbitration.** If the grievance is not settled in accordance with the foregoing procedure, the Chapter may refer the grievance to Binding Arbitration by giving written notice to the Chief of Police, within twenty-one (21) working days after receipt of the Chief's reply (in Step Three). In the event the parties are unable to agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Upon receipt of the panel, the parties shall strike names alternately until only one name remains. The person whose name remains shall become the arbitrator, provided, that either party, before striking any names, shall have the right to reject one panel of arbitrators. The arbitrator shall be notified of his selection by a joint letter from the Village and the Chapter. In addition to providing notice of his appointment, such letter shall request that he set a time and a place for the hearing, subject to the availability of the Village and Chapter representative. The arbitrator shall not (in his decision or award), amend, modify, nullify, ignore, add to, or subtract from any provision of this Agreement. He shall consider and decide only the specific issue submitted to him. His binding recommendation shall be binding and shall be based solely upon and interpretation of the meaning, or application, of the terms of this Agreement. In the event that the arbitrator finds that alleged grievance does not involve an interpretation or application of this Agreement, he shall remand the matter to the parties without comment. The decision of the arbitrator shall be final and binding on the parties. The costs of the arbitration, including the fee and expenses of the arbitrator shall be divided equally between the Village and the Chapter.

### **Section 6.3. Time Limits**

No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 6.2. If a grievance is not appealed within the time limits governing appeal it shall be deemed settled on the basis of the last reply of the Village, unless the Parties have mutually agreed in writing to extend a relevant time limit. If the Village fails to provide a reply within the time limits so provided, the Chapter may immediately appeal to the next Step.

### **Section 6.4. Investigation and Discussion**

All grievance discussions and investigations shall take place in a manner which does not interfere with the orderly operation of the Village's Department of Police or other Village operations.

### **Section 6.5. Suspension or Termination**

It is understood that matters involving suspension or termination are subject to the jurisdiction of the Chief of Police and the Lake in the Hills Police Commission and are not subject to this grievance procedure.

## **ARTICLE VII HOURS OF WORK: OVERTIME**

### **Section 7.1. No Guarantee**

Nothing in this Agreement shall be construed as a guarantee of a maximum or minimum daily or weekly work schedule.

### **Section 7.2. Hours of Work**

The Parties agree that hours of work shall comply, in all respects where possible, with the Fair Labor Standards Act (hereinafter referred to as the "Act") as said Act presently applies to the Village of Lake in the Hills and the Village's past practices governing hourly officers.

The average total number of regular hours in a 14-day pay period will be 80 hours. The normal workday may be based on an 8.5 or 12-hour work schedule.

Nothing in providing these shifts schedules as stated in the above sentence shall be considered a past practice or shall otherwise abrogate what is the management right for the Chief of Police to set the hours of work. If operationally feasible, the Chief of Police shall provide six months' notice prior to implementing changes to the normal workday, noting, however, without limitation, that a change in workday based on assignments can be made at any time.

#### **A. 12-Hour Shift Schedule:**

1. Officers assigned to a 12-hour shift will work a shift of hours recommended by staff assigned to the patrol division, subject to approval by the Chief of Police. The Chief of Police will maintain management rights to set the hours of work.
  - a. 12 hours will be paid with three 15 minute breaks and one paid 30 minute lunch.
  - b. The four hours which would normally exceed 80 hours in the two week pay period due to working the 12-Hour Shift will be schedule adjusted, where possible, or if not possible then the officer would be paid out the time over 80 hours as overtime.
  - c. Should an officer's meal be interrupted based on an emergency or other official work assignment, that officer shall be entitled to repeat his/her break if possible. No overtime will be paid for missed lunch breaks that could not be rescheduled during the shift.
2. Rotation would generally alternate for officers on a two week cycle as follows:
  - a. One week would have the officer working the 12-hour shift beginning on Monday, Tuesday, Friday, Saturday, and Sunday, with no work on Wednesday or Thursday.
  - b. The other week would have the officer working the 12-hour shift beginning on Wednesday and Thursday, with no work on Monday, Tuesday, Friday, Saturday, or Sunday.
  - c. Officer callbacks will be regularly limited to no more than one call back shift during any otherwise regularly scheduled block of days off. For example, if an officer is scheduled to work Friday-Sunday and is called back the Monday, that officer cannot regularly be called back that Tuesday as well.

- d. Officers assigned to the effected shift on their days off (opposite team) will be called in seniority order from most to least to accept the call back shift. If no officer on the opposite team should accept, the secondary team on their days off will be called in seniority order from most to least to accept the call back shift. If no officer on secondary team should accept the callback, the sergeants on their days off will be called in seniority order from most to least to accept the callback shift. If no sergeant should accept the callback, the officer with the least amount of seniority from the effected off shift (opposite team) will be forced to work. Callbacks on a Saturday will occur based on seniority through the whole department. Officers on their days off will be called in seniority order from most to least to accept the callback shift regardless of assigned team. If no officer should accept the call back, sergeants on their days off will be called in seniority order from most to least to accept the callback shift. If no sergeant should accept the callback, the officer with the least amount of seniority within the department will be forced to work. Nothing in this paragraph changes the limitation on callback shifts otherwise contained in this document. Nonetheless, situations may arise where an officer may be called back if there are not enough available officers to cover minimum staffing requirements.
3. Vacation Scheduling: In addition to the provisions of Article IX, Vacations, and other applicable policy, vacations will be selected, during the annual scheduling process, in 7 day blocks. For example, an officer who would be regularly scheduled off Wednesday and Thursday, due to the rotation, could take Monday, Tuesday, Friday, Saturday, and Sunday off (60 total vacation hours), or if the regular schedule would only have the officer working Wednesday and Thursday, the officer could take the Wednesday and Thursday off (24 total hours). An officer need not schedule all working days off in the week, and an officer may begin the 7 day block on any day in a week. Regardless of when vacation days are taken, each day taken off will be counted as 12 vacation hours.

Holiday Benefit Time: Will be paid as it is now at 8.0 hours or 4.0 hours as outlined in Section 10.1. Officer's working on an enumerated holiday will be compensated as outlined in Section 10.2.

- B. 8.5-Hour Shift Schedule:** Officers not assigned to the 12-hour work schedule will be assigned an 8.5-hour work schedule as follows;
- a. The shift will consist of 8.5 hours with two paid 15 minutes breaks and one unpaid 30 minute lunch.
  - b. Officers assigned to the 8.5 hour shift schedule will work shift hours recommended by staff assigned to the position and approved by the Chief of Police. The Chief of Police will maintain management rights to set the hours of work.
  - c. Should an officer's meal be interrupted based on an emergency or other official work assignment, that officer shall be entitled to repeat his/her break. No assignments of a non-emergency nature shall be made for an officer who is on their assigned lunch break.

- d. If an officer misses a lunch break that cannot be rescheduled during the shift the officer is entitled to overtime for all hours worked over eighty (80) in the fourteen (14) day pay period.

**C. Additional Provisions of All Schedules:**

1. Training: Training will be consolidated in some cases. For example, firearms may consist of both rifle and handgun training combined. Where possible, training will be done on shift. Some training will be scheduled on certain days off per team, but will be done so only as reasonably necessary.
2. Special Events Nothing in the schedule changes impairs or limits management designating certain dates to be blacked out to ensure staffing levels are adequate for special events, such as festivals. Officers will be given an opportunity to volunteer, but if volunteers are not sufficient, then officers may be assigned to work. If staffing levels are met, the blackout may be lifted at management's discretion.
3. An officer that is contacted via telephone or text message by a supervisor regarding work-related matters while off-duty shall be compensated. That officer shall receive 0.25 hours of compensatory time for being contacted unless communications last longer than 0.25 hours, that officer shall receive compensatory time equal to that time. This will not apply to calls made by a supervisor to advise an officer about an IMMEDIATE schedule change or to request the officer to come into work for an assignment outside of the officer's work schedule.

**Section 7.3. Overtime Pay**

Time worked by any officer in excess of the hours worked above the normal hours assigned using the current schedule rotation during the fourteen (14) day pay period, shall be paid for at time and one-half the officer's regular straight time hourly rate. Overtime worked shall be calculated in fifteen (15) minute blocks, with seven (7) minutes being rounded down and eight (8) minutes being rounded up. The Village will pay overtime in a bi-weekly period to coincide with the employee's paycheck. During the specific 14 day pay period, the Village can make adjustments to the schedules of employees, in compliance with the Fair Labor Standards Act, to diminish the economic impact of overtime on the Village.

For purposes of overtime calculation, time worked shall mean and include all hours actually worked, including but not limited to; vacation time, sick leave, compensatory time off, holiday time and any other authorized paid time off.

**Section 7.4. Overtime Assignments**

Nothing in this section shall limit the ability of the Chief of Police to move available officer staffing between shifts to meet minimum shift staffing requirements.

The Chief of Police or his designee shall have the right to require overtime work and officers may not refuse overtime assignments. Whenever practicable, overtime assignments will be scheduled on a voluntary basis, except for emergency situations or except where qualified volunteers are not readily available. It is the objective of the Village to keep mandatory overtime scheduling at a

minimum consistent with the need of the Village to provide proper police protection. Overtime assignments shall fall under the following categories and will be assigned as described below:

**1. Next Shift Vacancy –**

- a. Officers assigned to work 12 hours shifts will fill next shift vacancies for 12 hour shifts per Section 7.2(A)(2)(c-d) (12-Hour Shift Schedule), and not as outlined in 7.4(1)(b).
- b. The hiring back of police officers for the next shift vacancy (such as sick time coverage) shall be determined by seniority of the officers who are working at the time the need arises. The assignment will be split between the officers before and after the shift experiencing the shortage. For example, if an officer calls in sick on the afternoon shift requiring a manpower shortage, than that shift shall be split and an officer from the day shift shall be required to hold over and a midnight shift officer shall be require to come in early. Overtime will be offered to the officer with the highest seniority to the lowest from each respective shift that is called upon to fill the shortage. If no officer accepts the overtime, then it shall be offered to a Sergeant. If no Sergeant accepts the overtime, then the least senior officer that is working the immediately preceding or immediately following shift will be required to work the overtime.
- c. If a supervisor is unable to make contact with an officer by their home telephone number the supervisor will immediately move on to the next officer to arrange shift coverage.

**2. Advance Shift Overtime -** For vacancies known in advance (more than 24 hours prior to the vacancy), the overtime will be granted to the most senior officer signing up for the overtime, provided that no officer will be allowed to work two full shifts back-to-back, and otherwise as provided herein.

- a. Officers assigned to work 12 hours shifts will fill advance shift vacancies for 12 hour shifts per Section 7.2(A)(2)(c-d) (12-Hour Shift Schedule), and not as outlined in 7.4(1)(b).
- b. If a full shift is required, the overtime will be posted in two portions- the first half of the shift and the second half. An officer who is not working that day may sign up for both halves. An officer who is working that day may sign up for one half. An officer able to sign up for the entire shift will have priority over officers working half shifts. If no officer accepts the overtime, then it shall be offered to a Sergeant. If no Sergeant accepts the overtime, then the least senior officer that is working the immediately preceding or immediately following shift will be required to work the overtime.
- c. If a supervisor is unable to make contact with an officer by their home telephone number the supervisor will immediately move on to the next officer to arrange shift coverage.

**Overtime for Festivals and Special Events -** Overtime needed for special events such as festivals or other Village-organized events, overtime will be posted for sign-up. Overtime sign-ups will be done on a seniority basis, highest to lowest. Officers shall only sign up for one overtime slot at a time. Once all officers had a chance to signup, than officers may sign up for multiple overtime slots. If no officer accepts the overtime, then it shall be offered to a Sergeant.

If no Sergeant accepts the overtime, then the least senior officer will be required to work the overtime. This does not apply to slots designated for a supervisor to act in a supervisory capacity. Overtime for special events/details that are paid by private companies/organizations, shall be paid at the outside hire back rate, which is set by the Village.

**Exceptions** - In cases of emergencies or critical incidents requiring immediate additional staffing, the Chief of Police or his designee may order Officers in as needed/determined by the situation. Scheduling errors made by management will be paid as overtime.

The Department has the sole discretion to schedule overtime to any Department employee for overtime associated with the Illinois Department of Transportation's Sustained Traffic Enforcement Program. The Department retains the right to manage overtime on any other similar program or grant where performance is a requirement to obtain or maintain grant funding.

### **Section 7.5. Compensatory Time**

Compensatory time at the rate of time and one-half (1 1/2) may be earned at such time as a Police Officer elects to take compensatory time in lieu of paid overtime. The employee shall receive one and one-half (1 1/2) hours of compensatory time for every one (1) hour of overtime worked by said employee when said employee elects to receive compensatory time.

Employees may accumulate up to eighty (80) hours of compensatory time in any one year. Employees may carry over up to eighty (80) of compensatory time from year to year.

Upon separation from the Department, an Officer shall be paid all accumulated compensatory time at his then current rate of pay.

Compensatory time off may, upon approval of the Chief of Police or his designee, be taken at straight time amounts. The requesting officer may make his/her request for use of compensatory time at the start of each shift of the date requested. The request for compensatory time shall not be unreasonably denied.

### **Section 7.6. Court Time**

Any officer covered by this Agreement required to attend court shall receive a minimum of two-and-a-half (2 1/2) hours compensation at that officer's applicable straight or overtime rate of pay, depending upon the circumstances, provided that the officer's court appearance did not begin while on his/her normal tour of duty. In cases where an officer is required to attend court, and it extends beyond his/her normal tour of duty, said officer shall receive the applicable straight or overtime rate of pay, for the actual time spent at court in excess of the normal work day. The employer agrees to supply a department vehicle for officer use in traveling to and from each court appearance, or if one is not available, the appropriate mileage reimbursement will be made. It will be the responsibility of the officer to report at the station for assignment of said vehicle.

### **Section 7.7. Off-Duty Court Standby**

Any officer who is notified by the State's Attorney's Office or Village Attorney that they may be



needed for court, on a regular scheduled day off, that officer shall receive two (2) hours of compensatory time unless the officer is notified more than 24 hours prior to the start of the scheduled court appearance time. Unless the officer is assigned to the midnight shift. Midnight shift officers will be eligible for court standby pay on regular scheduled shifts on-duty or off-duty, if not notified 24 hours in advance that their presence is not necessary. For example, if the officer is sent a notice that they are needed for a summary suspension hearing at 1:30pm, but are told to call at 12:00pm on the date of the court appearance and are told at that time they are not needed for court, that officer shall receive two (2) hours of compensatory time. If the officer does need to appear in court, the officer shall receive court time pay as outlined in section 7.6.

### **Section 7.8. Departmental Meetings**

Any officer covered by this Agreement who is required to attend departmental meetings shall receive a minimum of two (2) hours compensation at his applicable straight or overtime rate of pay, depending upon the circumstances, provided that the departmental meeting did not begin while on his normal tour of duty.

### **Section 7.9. Call-back**

Any officer covered by this Agreement who is called back to work an assignment, which does not continuously follow the officer's regular scheduled shift shall be compensated for all hours so worked, with a minimum compensation of two (2) hours. The affected officer shall be paid at his regular or overtime hourly rate of pay, whichever is applicable. A "call back" shall be defined as any assignment by which an officer is directed to return to work and physically reports to a location determined by the Chief of Police or his designee.

### **Section 7.10 Shift Bids**

Shift bids will be done on a yearly basis according to the current practice.

### **Section 7.11 On-Call Pay**

An officer assigned to the McHenry County Narcotics Task Force or as a Detective assigned to the Investigations Division, who will be regularly assigned to be on-call as part of their duties, shall be paid a stipend of \$2,000 annually, in equal bi-annual installments of \$1,000 on or before June 30 and December 15 of each year. This \$2,000 gross payment is subject to normal withholding requirements for FICA, Federal and State taxes. Employees who are hired, resign, retire or change unit assignment will receive a pro-rated share based on the number of full months worked in the assignment. This stipend shall not count towards base pay for overtime or pension benefits. If the officer is required to work overtime the officer is eligible to receive overtime pay.

## **ARTICLE VIII TRAINING/EDUCATION BENEFITS**

### **Section 8.1. On-Duty Training**

Training scheduled outside of an Officer's regularly scheduled shift shall be paid for at time and one-half the officer's regular straight time hourly rate in accordance with Section 7.3 Overtime Pay. During the specific 14 day pay period, the Village can make adjustments to the schedules of employees, in compliance with the Fair Labor Standards Act, to diminish the economic impact of overtime on the Village. However, if notice of in house training outside of an Officer's regularly scheduled shift is received less than 14 days of the training date, then the applicable hours will be paid for at time and one-half the officer's regular straight time hourly rate.

The officer shall either be provided transportation to and from the training location, if available, or shall be reimbursed at the current IRS standard mileage rate for business miles for the use of his own vehicle. An officer who attends, upon direction of the Chief of Police, a police related seminar on his own time will receive one and one-half times his regular hourly rate of pay for each hour spent in said seminar, provided the officer works his entire regularly scheduled shift. Officers attending special schools or training academies outside of the Village shall be allowed to utilize a village owned vehicle, when available, for travel to and from the school or academy. The per diem policy for the Village shall apply to all officers covered by this contract. Additionally, officers attending a training class where overnight lodging is required, shall receive the per diem at least one day before the training session is to begin.

Police officers attending training which is not required by the Department but at the request of the Police Officer shall do so on their own time and shall not be entitled to any compensatory time. It is also agreed that the transportation to and from these training sessions will be the officer's responsibility, transportation may be provided utilizing a police department squad but only with permission of the Chief of Police. Officers who desire to obtain additional firearms practice on their own time will be provided with one-hundred (100) rounds of ammunition on a quarterly basis at no expense to the employee however all other costs associated by said additional practice will be at the expense of the employee. Officers who receive practice rounds during a calendar year will provide one firearms range receipt or memorandum dated during the calendar year when the practice rounds were received as proof of practice.

Employees scheduled to attend basic training will enter into a Basic Training Agreement (Appendix D). Employees selected to attend specialized training where tuition and related expenses exceed \$500 or where the training requires a substantial investment of time and/or resources, as determined by the Chief of Police, shall enter into a Specialized Training Agreement (Appendix E). Employees may refuse to enter into this Specialized Training Agreement should they choose however this will prohibit their attendance at the specialized training course as well as result in removal from the secondary assignment related to the training, if applicable.

### **Section 8.2. Reimbursement of Training Expenses**

Any covered officer who incurs out-of-pocket expenses in connection with approved events and/or training shall be entitled to reimbursement pursuant to the applicable Village Rules.

The Village agrees to compensate employees for travel time to training programs required by the Department or those instances where the employee is required to remain away overnight, such as classes taken at Northwestern.

Probationary employees attending basic training shall be paid their base salary while attending said program and shall not be compensated for travel time to and from the academy location or time exceeding the base 80 hours for any specific pay period.

Officers shall be compensated for travel time to training as follows:

- 10-20 miles from PD headquarters: .25 hour each way
- 20-30 miles from PD headquarters: .50 hour each way
- 30-40 miles from PD headquarters: .75 hours each way
- 40+ miles from PD headquarters: actual traveltime

### **Section 8.3. Scheduling of On-Duty Training**

All police officers assigned to training courses that are held on days and times that are different than the officers' normally scheduled work days and hours shall, whenever practicable, be given notice of such training at least two (2) weeks in advance of the training to be held.

### **Section 8.4. Educational Assistance Plan**

The Village will reimburse one half (½) of the cost the officer's tuition, books and lab fees in accordance with the approved budget for an approved course, provided the officer meets the following requirements:

1. The officer is a full-time officer and has completed the probationary period.
2. The course is job-related, or is required for progress toward a law-enforcement related degree.
3. The officer has received prior approval from the Chief of Police prior to enrollment.
4. The Education Assistance Reimbursement Agreement, as identified, in the Personnel Rules and Regulations for the Village of Lake in the Hills related to the Educational Assistance Program, has been executed by all required parties.

To qualify for reimbursement under this Section, the officer must provide receipts for tuition expenses and a grade report showing that the course work was satisfactorily completed with a final grade of "B" or above. All tuition reimbursement is subject to the availability of funds as provided in the annual budget.

Employees who resign within one year of completing a course under this program will be required to reimburse the Village's share of the costs reimbursed in the twelve (12) months preceding termination.

## **ARTICLE IX VACATIONS**

### **Section 9.1. Purpose**

Vacations are provided to officers for rest, recreation and for personal and emergency purposes..

### **Section 9.2. Eligibility and Allowances**

New employees begin to accrue vacation time credits in the first full calendar month of full-time employment at the rate of .83 days of vacation per month. Vacation time accrued may only be used after the beginning of the next calendar year. Employees continue to accrue .83 days of vacation per month until the employee's 4th year employment anniversary date. Beginning with the next full calendar month following said anniversary date, the employee accrues 1.25 days of vacation per month. Beginning with the next full calendar month after the employee's 11<sup>th</sup> anniversary date, the employee accrues 1.66 days of vacation per month. Beginning with the next full calendar month after the employee's 18<sup>th</sup> year anniversary date, the employee accrues 2.08 vacation days per month. Beginning with the next full calendar month after the employee's 25<sup>th</sup> anniversary date, the employee accrues 2.50 days of vacation per month. Annual accruals shall be rounded up to the nearest hour. (Note: Vacation accrual rates are based upon the employee's anniversary date and the administration of earned vacation time is based upon the calendar year, with employees expending vacation time which they accrued in the previous calendar year.).

| Years | Days per Month | Days per Year |
|-------|----------------|---------------|
| 1-4   | 0.83           | 9.96          |
| 5-11  | 1.25           | 15            |
| 12-18 | 1.66           | 19.92         |
| 19-25 | 2.08           | 24.96         |
| 26+   | 2.66           | 30            |

### **Section 9.3. Vacation Selection**

The time at which an officer shall take his vacation and the length of said vacation leave shall be subject to the approval of the Chief of Police or his designee with due regard to the wishes of the officer and particular regard for the needs of the Village services. Vacations shall be selected on a seniority basis, in one week blocks, with the most senior full-time sworn officers, whether or not they are members of the bargaining unit, selecting their vacations first and so on until all officers have had an opportunity to schedule one week's vacation. Officers covered by this Agreement shall be entitled to select any available vacation slots, so long as the selection does not affect minimum staffing requirements for that officer's shift. Employees who do not select a period for accrued vacation time during the selection period, as identified by the Chief of Police, will be able to submit, during the remaining calendar year, a request for a vacation block consisting of 1 day increments, with said requests being honored on a first come first served basis as needed and allowed.

Covered employees will be provided with a projected schedule for the following year on November 15<sup>th</sup>. Such projected schedule will be used by the covered employees to select their vacation periods.

#### **Section 9.4. Vacation Carryover**

Police officers shall be entitled to carryover accumulated vacation time from year to year, up to a maximum of 40 hours. The Chief of Police or designee shall have the right to deny vacation carryover, should extenuating circumstances exist.

#### **Section 9.5. Intentionally Omitted**

#### **Section 9.6. Emergencies**

The Parties agree that an exception to the advance approval requirement as provided in Section 9.4 hereinabove, shall exist for "emergencies;" however, in such situations, the officer must notify the Chief of Police (or his designee) as soon as possible as to the emergency and the expected duration of the absence. This notice must be given no later than one (1) hour following the emergency event. As soon as possible after return to duty, the officer must explain the reason for the emergency to the Chief of Police (or his designee), and present documentation, where possible, of the emergency event. The Chief of Police (or his designee) shall then approve or disapprove the leave as requested. When the request is disapproved, the absence may be recorded as leave without pay (hereinafter referred to as "LWOP") or absent without leave (hereinafter referred to as "AWOL"), all at the discretion of the Chief of Police. If the Chief of Police determines that the affected officer is AWOL, that officer may be subject to discipline, up to and including discharge.

#### **Section 9.7. Approval/Disapproval**

The Chief of Police or designee shall have the responsibility for approving or disapproving the application for vacation. The Chief of Police or designee shall approve or deny any officer's vacation request within fourteen (14) days of the date of the request, and shall not unreasonably deny any officer's vacation request. In the event that he shall fail to approve an application for leave, the application shall be returned to the particular officer with the reasons for disapproval set forth in writing. All leave request forms shall be retained by the Chief of Police or designee for two (2) years from the date the leave was taken or disapproved.

## **ARTICLE X HOLIDAYS**

### **Section 10.1. Holiday observance**

Employees shall receive the following holidays:

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- ½ Day Christmas Eve
- Christmas Day
- ½ Day New Year's Eve

Employees are eligible for holiday pay upon date of hire. Each officer covered by this Agreement shall receive eight (8) hours straight time pay as compensation for the holidays enumerated herein with the exception of Christmas Eve and New Year's Eve for which they will receive four (4) hours straight time pay as compensation.

Observance of holidays shall be on the day they occur. Officers working on one of the enumerated holidays will be paid in accordance with Section 10.2 Holiday Pay. Officers assigned to work a schedule in which they are given the enumerated holidays off will have observance of the holiday on the day they occur, with the exception of holidays falling on Saturday or Sunday, and, in the case of Christmas Eve and New Year's Eve, Monday. If a holiday falls on a Sunday, it shall be observed on the following Monday; if a holiday falls on a Saturday, it shall be observed on the preceding Friday. If the Christmas and New Year's holidays fall on a Monday, the ½ day Christmas and New Year's Eve holidays shall be taken on the preceding Friday. If the Christmas and New Year's holiday fall on Saturday, the ½ day Christmas and New Year's Eve holidays shall be taken on the preceding Thursday.

Employees will not be allowed to carry over or be reimbursed for any unused holidays.

### **Section 10.2. Holiday Pay**

Should an officer be required to work on one of the enumerated holidays, that officer shall be paid at the rate of one and one-half (1 1/2) times said officer's regular rate of pay for all hours worked on that holiday, in addition to the compensation set forth in Section 10.1. For purposes of this section and to address holiday shifts that continue into the following day, Holiday Pay is applied based upon the shift start time on the enumerated holiday and ends at the conclusion of the assigned officer's shift. Covered employees may take said compensation as pay or as compensatory time to be used pursuant to this Agreement.

### **10.3. Personal Time**

Each employee covered by this Agreement shall receive, in addition to all other paid days off set forth herein, one personal day (12-hours) per calendar year to use at the officer's discretion, subject to the approval of the Chief of Police. In addition to all other paid days off, each regular, full-time employee

shall receive sixteen (16) hours per calendar year to use at his or her discretion, subject to the approval of the Chief of Police or designee. All personal time must be used by the end of each calendar year and cannot be carried over to the next. For new hires, hours are awarded on a prorated quarterly basis, based on date of hire for the first calendar year, as outlined below:

| Hire Month         | Personal Hours Earned |
|--------------------|-----------------------|
| January – March    | 16                    |
| April – June       | 12                    |
| July – September   | 8                     |
| October - December | 4                     |

## **ARTICLE XI INSURANCE AND RELATED HEALTH BENEFITS**

### **Section 11.1. Health Insurance**

The Village agrees to provide Health Insurance for all police officers and their dependents during the term of this Agreement unless the officer has chosen to participate in the Village’s health insurance waiver program. The Village will pay premium costs for each officer and his/her dependents’ health insurance coverage at the same percentage that it pays for any other full-time Village employees. Each police officer will pay the remaining premium costs to the same extent as required of any other full-time Village employee.

The Parties acknowledge that the Village may change benefit levels and deductibles or change insurance plans, so long as any subsequent insurance plan(s) and premium contribution(s) is the same generally offered to non-bargaining unit employees, eligible for health insurance benefits.

### **Section 11.2. Life Insurance**

The Village agrees to provide a group life insurance policy in an amount at least equal to the officer’s annual salary, for each officer covered by this Agreement.

## **ARTICLE XII SICK LEAVE**

### **Section 12.1. Purpose**

The purpose of sick leave is to provide the officer with protection against loss of income due to personal sickness or injury, or for the purpose of obtaining medical (including dental or optical) examination or treatment. Sick leave may be used in 15 minute increments and only for the following reasons:

- a. Any non-occupational personal illness or injury.
- b. Quarantine for contagious disease.
- c. Serious illness of any member of the employee's immediate family when it can be shown that the employee's presence is necessary. "Immediate family" is defined as spouse, father, mother, child, sister, brother, father- or mother-in-law.
- d. Medical or dental appointments which cannot be scheduled outside normal work hours subject to the approval of the Chief of Police or his designee.
- e. Funeral services for any member of the employees extended family. (Extended family member is defined as a person related to the employee to the second degree by either blood or marriage, including, but not limited to, aunts, uncles, cousins, nieces, nephews, great aunts and great uncles, and great grandparents. (For this specific use the use of sick time is limited to two days).

### **Section 12.2. Accrual and Crediting of Sick Leave: In General**

All full-time officers shall earn ninety-six (96) hours of sick time per year, earned at a rate of eight (8) hours per full calendar month worked. Officers shall be entitled to carry over a maximum of fifty-six (56) hours to the following year.

### **Section 12.3. Restrictions on Sick Leave Usage**

Any covered officer on sick leave shall take whatever steps are medically necessary to remedy his or her condition and shall not engage in social or commercial pursuits unless specifically authorized to do so by his/her physician. Any officer who engages in commercial or social pursuits on a sick day shall provide, upon request, proof of compliance with this provision.

### **Section 12.4. FMLA and Doctor's Certifications**

FMLA certification forms are required for absences in excess of three (3) days in succession. Any time the Chief of Police has reason to believe that the sick leave is being abused, a request for a doctor's certification may be required. When a doctor's certification is requested and not provided, the absence will be considered a non-authorized absence.

### **Section 12.5. Sick Leave Carryover and Sell-back**

A maximum of forty (40) hours will be paid back at the end of the calendar year. The pay shall be at that officer's straight time hourly rate of pay at the time of reimbursement. Hours taken as sick time are removed first from the forty (40) reimbursable hours. A maximum of fifty-six (56) hours annually can be carried over to the next year. All employees having accumulated at least 20 years of eligible service credit with the Lake in the Hills Police Pension Fund or the Illinois



Municipal Retirement Fund, will be paid 50 percent of the value for any accrued sick time upon separation of employment. The value of accrued sick hours is calculated at the officer's straight time hourly rate of pay at the time of retirement, not including disability retirement.

## **ARTICLE XIII LEAVES OF ABSENCE**

### **Section 13.1. Maternity Leave: In General**

Maternity absence is not a separate type of leave. The parties agree that all policies and procedures generally applied to disability leave shall also apply to absence for maternity reasons. The term "pregnancy," as used in this Agreement refers to a condition which eventually requires the officer to be absent from the job because of incapacitation. For leave purposes, a period of absence covering pregnancy and confinement is to be treated like any other condition, which incapacitates the officer from the performance of duty. As a means of accommodating this temporary incapacitation, appropriate leave shall be made available to the affected employee.

### **Section 13.2. Maternity Leave Benefits**

Maternity absences may be a combination of sick leave, and annual leave, in the following particulars:

- a. Sick leave to the extent available, may be used to cover the time required for physical examinations and periods of disability; and,
- b. Annual leave or LWOP may be used to cover absence necessitated for reasons such as (i) the need for a period of adjustment following birth and recuperation; or, (ii) the need to make arrangements for the care of the child or children. Such leave will be granted only if requested by the officer and approved by the Chief of Police.

### **Section 13.3. Maternity Leave Procedures**

An officer shall inform the Chief of Police as soon as possible of the officer's intention to request maternity leave. The request shall provide the reasons, indicate the type of leave desired, set forth approximate dates, and express an opinion as to the anticipated duration so as to allow the Chief of Police adequate time to prepare for any staffing adjustments, which may be necessary. The length of absence from duty is a matter requiring joint involvement from the officer, her physician and the Chief of Police. In the event that the officer requests light duty or temporary reassignment, the provisions of Section 15.9 of this Agreement shall apply. All such requests, shall be accompanied by appropriate medical recommendations.

### **Section 13.4. Absence for Paternity Reasons**

A male officer may request only annual leave or LWOP for the purposes of assisting or caring for his minor child, children or spouse, while she is incapacitated for maternity reasons. Each leave request shall be considered on its own merit and shall be approved provided such approval is consistent with other situations where leave is requested due to incapacitation of said officer's spouse.

### **Section 13.5. Civil Duty**

Officers covered by this Agreement shall receive full pay for any time lost while serving on jury duty or as a witness. The Village shall comply with all applicable state law with respect to the scheduling of officers required to serve civil duty. Any fees, including but not limited to jury

duty fees or subpoena fees, received from the court or any other party by an employee, exclusive of travel allowance, shall be endorsed over to the Village in order for the employee to receive full pay for any time served.

### **Section 13.6. Education**

Officers covered by this Agreement may be granted special leave at full pay in order to permit the officer to take courses of study which will better enable the officer to perform his or her duties.

### **Section 13.7. Military Leave**

Officers covered by this Agreement may be granted up to two weeks of military leave, without pay, in any fiscal year for reserve or special training encampments. This leave shall not be charged against vacation or sick days.

Any officer inducted into the United States armed forces may be considered as being on leave without pay during the duration of his/her service. For a period of 90 days following the officer's honorable discharge, that officer may request full reinstatement without loss of seniority, provided the officer still meets the requirements of his/her former position.

### **Section 13.8. Leave Without Pay**

Employees may submit a written request to the Chief of Police for an unpaid leave of absence. Such leave shall be without loss of prior earned seniority and may be for the following reasons:

1. Personal or immediate family member (as defined in Section 12.1) illness; or
2. Completing education.

The Chief of Police may grant a leave of absence for up to 60 days. The Chief of Police will present requests along with a recommendation to the Village Board for consideration of an unpaid leave of absence for 61 days or more up to one year. Covered employees must use any accrued or remaining sick time (if applicable), personal time, floating holidays, compensatory time, and vacation time before the unpaid leave period begins. Such leave may be without loss of prior earned seniority. However, the employee's seniority and other benefits will not accrue during the period of unpaid leave except for group health coverage through COBRA. Further, employees considering a leave of absence must be aware that the Village will not guarantee to hold their job open for them during the period of the leave. There is no assurance of reinstatement to employment in any capacity at the conclusion of the leave. If there is an open position for which the employee is qualified at the conclusion of his or her leave, the employee, along with all other qualified candidates, may be considered for the position.

### **Section 13.9. Bereavement Leave**

An employee covered by this Agreement shall be entitled to bereavement leave, as prescribed by the Personnel Rules and Regulations of the Village.

## **ARTICLE XIV WAGES**

### **Section 14.1. Wage Schedule**

During the term of this Agreement, officers shall be compensated for work as set forth in the attached Appendix A. Each officer covered by this Agreement shall receive a single check constituting retroactive pay for all hours worked during that period. (See Appendix A, attached). All wages for hours actually worked by the officer shall be retroactive to May 1, 2021.

Each bargaining unit member who is at the maximum pay for the position and has remained at maximum pay for the prior year shall receive a longevity bonus of \$1500 on the pay cycle following the employee's anniversary and each year thereafter. Longevity bonus payments shall not count towards base pay for overtime or pension benefits.

### **Section 14.2. Dual Career Ladder Program**

Nothing in this Agreement shall prevent the Chief of Police from implementing a Dual Career Ladder program, which may contain provisions for annual bonuses to officers successfully participating in said program.

### **Section 14.3. Officer in Charge Compensation**

Patrol Officers assigned as Officers in Charge shall receive, in addition to their regular compensation, one (1) hour of compensatory time for each full shift worked as Officer in Charge. Covered employees shall not be considered an Officer in Charge for purposes of this section where a member of the supervisory staff remains on-duty and available via radio or telephone, even when said sergeant may be outside the Village limits. An Officer in Charge who is scheduled to work a shift other than their normal shift shall be paid two (2) hours of compensatory time.

### **Section 14.4. Step Placement for New Employees**

The Village at its sole discretion may determine the pay rate for newly hired employees, based on previous law enforcement experience. If in the exercise of that discretion, the Village determines that a newly hired employee shall be compensated at a rate higher than the beginning rate, it may do so.

**ARTICLE XV**  
**MODIFIED DUTY**

**Section 15.1. Work Schedule for Modified Duty**

Reference the Villages Personnel Rules and Regulations, subject to the discretion and authority of the Chief of Police.

## **ARTICLE XVI**

### **UNIFORMS**

#### **Section 16.1. Uniforms**

The Village will provide to each new officer, at the Village's expense, the uniform and equipment set forth in Appendix B as "Initial Issue". Said uniform and equipment shall be provided in a timely manner. Newly hired officers shall not receive a uniform allowance as set forth in Section 16.2 of this Agreement. The duty weapon, which shall be purchased and issued by the department to all sworn employees, shall be considered duty related equipment and not part of those items covered under the uniform allowance section of this contract.

#### **Section 16.2. Uniform Allowance**

The Village shall provide each officer a uniform allowance of seven hundred dollars (\$700.00) per year as and for the purchase, maintenance, cleaning and repair of uniforms. Upon an officer's request, and in a timely manner, the Village will provide the officer with a purchase order for the purpose of purchasing any duty related items. Officers shall make his/her request for a purchase order in writing via email or other agreed upon electronic means. Purchases will be made within thirty (30) days of the purchase order request. Requests or purchases made directly by the officer placed prior to November 1<sup>st</sup> of a given year will be paid from that calendar year's allowance, regardless of when the officer actually received the items. Officers will be sent an electronic notification of their clothing allowance balance during the first week of April and the first week of August.

Uniforms may also be purchased at an approved uniform store as agreed upon by the Village.

Officers assigned to work plainclothes duties shall receive from the Village a uniform allowance of eight hundred dollars (\$800.00) for the purchase, maintenance, cleaning and repair of suitable clothing. Officers will submit eligible receipts to the Finance Department within 30 days of purchase and will be reimbursed within 30 days of submittal. If an officer assigned to investigations is projected to be re-assigned to a uniform position, the amount will be prorated based upon the anticipated length of time remaining in investigations.

It is the employee's responsibility to maintain the number of items originally issued in acceptable condition. If an officer is assigned to a secondary assignment, that officer, upon request, will be allowed to make purchases with his/her uniform allowance for the purpose of that assignment.

Officers are responsible for the cleaning and maintenance of their uniforms, and shall maintain a professional appearance at all times.

#### **Section 16.3. Reimbursement For Property Destroyed in the Line of Duty**

The Village agrees to reimburse (to the particular officer) the actual cost of personal property damaged in the line of duty, provided that such damage has been caused as a result of a sudden, unexpected or emergency-like event.

#### **Section 16.4. Body Armor**

The Village agrees to provide a bullet-proof vest to each officer covered by this Agreement within 30 days after the officer requests one, at the Village's expense. This time limitation shall

not apply when circumstances beyond the control of the Village exist that prevent meeting said time frame. The Village agrees to replace each bullet-proof vest upon the manufacturer's suggested expiration date with the cost of said vest being paid for by the Village and not charged against an employee's uniform allowance. The Village shall have the sole discretion to determine the vest to be provided however the vests shall have minimum standards of a threat level II, side ballistic panels, and a chest trauma plate. Officers who wish to use a higher threat level or different manufacturer than the Village chooses to provide, shall be entitled to do so, and shall receive reimbursement upon the purchase of said vest, up to the cost of the Village-provided vest. An officer choosing to purchase a vest other than that provided by the Village shall provide a receipt prior to being reimbursed for the purchase. The Village recognizes that the use of a bullet-proof vest is optional on the officers' part, and will not require an officer who does not request a vest to wear one.

## **ARTICLE XVII MISCELLANEOUS**

### **Section 17.1 Authority of the Police Commission**

This Agreement is not intended and shall not be construed in any manner so as to diminish or modify the statutory authority of the Police Commission; and, the parties hereto expressly recognize the authority of the Commission with respect to hiring, promoting, demoting, disciplining, and discharging of Officers.

### **Section 17.2. No Strike**

The Union agrees (on behalf of itself and the Officers for whom it speaks) not to engage in, induce, call, authorize, support, promote, condone or participate in any strike, work stoppage, intentional withholding of services, picketing of the Village of Lake in the Hills, slow-down, sit-in, "blue-flu", or "ticket-blitz", or other acts or actions having the effect of exhibiting a refusal to work at any time for any reason.

### **Section 17.3. No Lockout**

The Village will not "lockout" Officers, provided, however, that a reduction in force, curtailment of operations or any individual termination or suspension shall not be construed as a "lockout".

### **Section 17.4. No Discrimination**

Neither the Village nor the Union shall discriminate against any Officer because of race, color, creed, religion, ancestry, national origin, age, disability, sex, marital status, sexual orientation, military status, veteran status, citizenship status, arrest record, genetic testing, any other protected classes or statuses, or union affiliation. The Union agrees to represent all Officers fairly and without regard to Chapter affiliation, non-affiliation, or dis-affiliation.

### **Section 17.5. Residency**

All employees covered by this Agreement shall reside within 20 air miles from the Village unless authorization by the Chief of Police is obtained to reside beyond 20 air miles.

### **Section 17.6. Medical Examination**

Nothing in this Agreement shall prevent the Village from requiring a medical examination to determine an employee's fitness for duty, said examination to be conducted by a qualified and licensed physician or other medical professional selected by the Village. The costs for said examination shall be paid by the Village. The Village may also require any or all employees to take a complete physical exam as often as once a year, provided written notice is given to the employee(s) prior to the examination with reasons for said examination.

### **Section 17.7. Employee Alcohol and Drug Testing**

- A. The Village shall have the right to require an employee to submit immediately to alcohol or drug testing on a specified situation basis, as outlined below, if the Village has reasonable cause to believe:



1. An employee is being affected by the use of alcohol while on duty;
2. An employee has abused prescription drugs while on duty;
3. An employee has used illegal drugs.

B. The Village shall have the right to require an employee to submit immediately to alcohol or drug testing the following situations:

1. If an employee is involved in a motor vehicle accident or otherwise damages Village or personal property while in the performance of his duty;
2. If an employee is injured or injures another while in the performance of his duty;
3. If an employee is to be promoted to a higher paying position or recalled from layoff;
4. If an employee has experienced excessive absenteeism or tardiness under circumstances giving rise to a reasonable suspicion of off-duty drug or alcohol abuse.

C. Random Drug Testing Policy & Procedures

### **1. SCOPE**

This provision applies to all employees of the Lake in the Hills Police Department. The tests will be administered under S.A.M.S.H.A (Substance Abuse Management Safety & Health Administration) custody collection standards. (Formerly N.I.D.A.)

### **2. DEFINITIONS**

a. Employees: All Police Department employees of the Lake in the Hills Police Department.

b. Health Services:

Services will be provided by an independent vendor mutually agreed upon by the Village of Lake in the Hills and the Metropolitan Alliance of Police. Agreement to the Village's selection of vendor shall not be unreasonably withheld. The current services (which may be subject to change, provided both parties are in agreement) are provided by:

- i. Northwestern Medicine
- ii. Laboratories (specimen screening) – Provided through Northwestern's vendor
- iii. MRO – Provided through Northwestern Medical

c. Drugs: The below listed controlled substances, the possession or use which is unlawful. Drugs for the purposes of this policy does not include use by prescription or other uses authorized by law, but does include cannabis/marijuana, even if otherwise authorized by law. Drugs to be tested will be limited to the following drugs or classes of drugs:

- Amphetamines, e.g., exedrine, speed, ice, crank, uppers.
- Barbiturates, e.g., downers, seconal, nembutal, amytal.
- Benzodiazepines, e.g., dalmane, librium, valium.
- Cocaine metabolites
- Marijuana metabolites

- Methadone
- Methaqualone, e.g., quaaludes.
- Opiate metabolites.
- Morphine
- Codeine
- Heroin
- Phencyclidine, e.g., PCP, angel dust.
- Propoxyphene
- Gluthithmide
- Phenmetrazine
- LSD
- Mescaline
- Steroids
- Psilocybin – Psilocin
- MDA
- Chloral Hydrate.
- Methylphenidate
- Hash
- Hash Oil

- d. The initial testing levels for ng/ml levels shall be as defined by S.A.M.S.H.A.
- e. MRO: Medical Review Officer as designated by Health Services. Positive tests will be reviewed by the MRO at Health Services for final determination of results. This determination will be communicated directly from the MRO to the Chief of Police. Before a positive test is reported to the employer, the hospital or lab will have the results reviewed by the MRO, who will verify the existence of a valid prescription or conflict, which might result in a false positive. If the MRO determines that there is a valid reason for a false positive, the results will be reported to the employer as negative and final.
- f. Use: Will mean a positive result, which is verified by the MRO review and confirmation and indicates the presence of the drug or its metabolites as indicated in the initial concentration levels.

### **3. POLICY**

The work place will be free from the manufacture, distribution, possession and use of drugs and the abuse of controlled substances. The Lake in the Hills Police Department will meet the requirements of the Drug Free Work Place Act.

### **4. TESTING**

Random Drug Testing: On a periodic basis, but no more than twelve (12) times annually, an employee will be randomly tested. All employees within the police department, including command staff, will be included in a random draw. Up to, but no more than twelve (12), employees will be drug tested (from the random draw) within the Village of Lake in the Hills' Fiscal Year. The employee(s) for the random drug testing will be chosen by the medical facility. The facility will contact the Chief of Police and/or the Division Chief who in return will contact each individual, while the employee is on duty, whose name is drawn to advise them of the test. Employees will submit to the test immediately upon notice from their supervisor. Employees will be allowed to take the test in civilian clothing. If an employee chooses to wear civilian clothes during the testing, he/she must have the change of clothes available at the Department. Employees will not be allowed to delay the process to

obtain clothing or to change anywhere other than the Police Department.

Before a drug test is administered, employees will be asked to sign a consent form authorizing the test and permitting release of the result to those municipal officials with a need to know. The consent form shall provide space for employees to acknowledge that they have been notified of the drug testing provisions of this Agreement and applicable Village policies. Employees may at this time provide a list of medications that he or she has recently used. The list of medications, if provided, shall be sealed and held as confidential until there has been a positive test result. In the event of a confirmed positive test result, the list of medications shall only be disclosed to the medical official who will determine whether the positive result was due to the lawful use of any of the listed medications. Employees may choose to provide such a list after being notified of a confirmed positive result.

The consent form shall also set forth the following information:

- The procedure for confirming an initial positive test result.
- The consequence of a confirmed positive test result.
- The right to explain a confirmed positive test result and the appeal procedure available.
- The consequences of refusing to undergo a drug test.

An employee who refuses to consent to a drug test when reasonable suspicion of drug use has been identified is subject to disciplinary action up to and including termination of employment.

Usual and accepted practices for the collection and preservation of urine samples shall be followed. A similar amount of the sample shall be set aside and preserved for later testing if requested by the employee or the Chief of Police. All samples shall be preserved in accordance with Section 40.99 of Subpart F-Drug Testing Laboratories of Part 40-Procedures for Transportation Workplace Drug and Alcohol Testing Program effective August 1, 2001, which provides for the extension of preservation of the split samples.

If a test is positive, the reserved sample shall be held according to the policy and procedures set forth by the laboratory. The methods employed in the collection of samples for testing shall be reasonable and provide for security of the sample and its protection from adulteration. Reasonable attention shall be given to an employee's need for privacy during the collection of urine samples, to ensure that the testing is done in an appropriate setting and to ensure that the integrity of the test sample is not compromised. The Chapter will be provided with an annual list of police department employees tested in the random drug tests (e.g., 5-1-02: Non-Patrol Officer, 6-1-02: Patrol Officer).

With two (2) working days after the test is administered, the employee may request a meeting with the Chief of Police, with or without Union representation. At any such meeting, the employee may raise issues relating to the testing. The employee shall also have a one-time only option at this meeting to admit to a problem and to seek assistance through the Village's

Employee Assistance Program (EAP) outlined below.

The first positive test will result in disciplinary action as the Chief of Police deems appropriate (except for termination) provided the officer has initiated a meeting with the Chief of Police within two (2) working days after the test has been administered. The first positive test will also result in a mandatory assignment to the Village EAP, with follow-up testing as outlined in Section 5(B) below.

Any second positive test may result in the Chief of Police seeking the employee's termination.

Nothing in this Section shall be construed to waive any covered employee's (excluding probationary employees) right to be heard on matters of discipline before the Village of Lake in the Hills Board of Police Commissioners. If a member of the Lake in the Hills Police Department is assigned to the McHenry County Narcotics Task Force or similar task force and a random drug testing policy exists for that task force, the Lake in the Hills Police Department member shall be tested in accordance with that policy. If no drug testing policy exists for the applicable task force, he will be tested in accordance with this policy. In any event, upon return to duty with the Lake in the Hills Police Department after having served on a task force, a drug test shall occur within thirty days. Future task force members shall be informed of this policy prior to assignment and acceptance to the task force.

## **5. REHABILITATION**

First positive test requires mandatory participation in and successful completion in the Village Employee Assistance Program (EAP) or other program approved by the employee's current health provider. During the participation of the EAP treatment, the employee will be placed on FMLA leave and will be required to utilize his/her benefits hours in the following order:

- a. Sick Time, Vacation Time, Comp Time and then Personal Days. Once the employee has exhausted all his/her benefit hours, he/she will then go on unpaid leave until cleared from the program.
- b. Once approved to return to work by the case manager at the EAP or other program, the employee may be tested up to twelve (12) times during the twenty-four (24) months following the officer's return to work.
- c. Employees will be responsible for the entire cost of the treatment program and follow up random drug testing costs not covered by their insurance.
- d. Refusal to participate in the EAP or other approved program may result in disciplinary action up to termination.

## **6. VOLUNTARY REQUESTS FOR ASSISTANCE**

The Chief of Police shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug abuse or

dependency problem prior to any type of testing. The Chief of Police may require the employee to be evaluated by a substance abuse professional to determine fitness to return to duty or assignment. For the purposes of this Section, “voluntary treatment, counseling or other support” means help sought by an employee prior to an observation by a member of the Police Department of facts giving rise to a reasonable suspicion, prior to any misconduct on or off duty which causes him to come to the attention of a law enforcement agency or an internal inquiry by the Department, or the employee seeking a one time only option to admit such a problem following testing. The Village may make available through an Employee Assistance Program a means by which an employee may obtain referrals and treatment. Voluntary requests for assistance will be handled in a confidential manner. Any employee who voluntarily seeks assistance with problems related to prescribed drugs or alcohol shall not be subject to any disciplinary action by reason of such request for assistance as long as the request for assistance was made prior to any notification of a random drug test, or reasonable suspicion process.

## **7. CONFIDENTIALITY**

All test results are held in confidence in accordance with privacy laws. They will be stored in the Village of Lake in the Hills' Human Resources Coordinator's files, separate from regular personnel files.

## **8. UPDATES**

This policy will be updated as necessary upon agreement in writing from both the Chapter and the Village.

## **9. POLICY VIOLATIONS**

Violations of this policy may subject covered employees to disciplinary action up to and including termination as provided above.

Nothing in this policy can be construed to limit the authority of the Chief of Police or his designee to require a non-random drug test for cause.

### **Section 17.8. Possession/Use of Controlled Substances**

1. Possession and/or use on-duty of controlled substances, except with the approval and guidance of a licensed physician of Illinois and with the knowledge and authorization of the Chief of Police, if required, is hereby prohibited. At no time may an employee of the Department use or be under the influence of a controlled substance where such use or influence impairs or compromises the efficiency and integrity of the Department.

2. DEFINITION

Controlled Substance shall include, without limitation, cannabis/marijuana and is otherwise defined as a drug, substance, or immediate precursor in the Schedules of Article II of the Illinois Controlled Substances Act or any psycho-trophic medication that requires the prescription of a licensed medical practitioner.

### 3. POLICY

At the time any prescription has been written to an employee, it is incumbent on the employee to make inquiry of the physician as to the possible side effects.

- A. If an employee is prescribed a drug or controlled substance that may have possible side effects that include but not be limited to; potentially impairing their judgment, cognitive abilities, reaction time, driving skills, or performance abilities while the employee is on-duty the employee will secure documentation from the physician which shall indicate:
  - 1. Whether ingesting the prescription prior to reporting for duty or during working hours may negatively affect the ability to perform the essential functions of the employee's job.
  - 2. Whether timely ingestion (i.e., if medication must be taken once a day, taking it after the tour of duty) would mitigate the effects of the drug and allow the employee to remain at full duty.
  
- B. Employees shall notify the Chief of Police via email as soon as practicable after being prescribed a controlled substance, but prior to the start of the employee's next duty assignment, only if they have been prescribed a controlled substance that will have negative side effects that cannot be mitigated as outlined above. The memo or email shall include the following information;
  - 1. The prescriptions start date and end date, the impairments, and a copy of the prescription drug information form will be attached.
  
- C. Employees shall notify the Chief of Police via email as soon as practicable after being prescribed a psychotropic medication, but prior to the start of the employee's next duty assignment. The memo or email shall include the following information;
  - 1. The prescriptions start date and end date, the impairments, and a copy of the prescription drug information form will be attached. The Department may require that the employee secure further documentation from the treating physician that the employee is being closely monitored and that the medication therapy is not impairing their judgment, cognitive abilities, reaction time, driving skills, or performance abilities.

**Section 17.9. Ratification And Amendment**

This Agreement shall become effective when ratified by the Union and the Village of Lake in the Hills. Said Agreement may be amended and modified (during this term) only with mutual written consent of both parties.

**Section 17.10. Savings Clause**

In the event any Article, section, subsection or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific Article, section, subsection or portion thereof directly specified in the decision or order. Upon the issuance of such decision or order, the parties agree to immediately negotiate a substitute for the invalidated article, section, subsection or portion.

**Section 17.11. Entire Agreement**

This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between the parties for its term: It supersedes and cancels all prior practices and Agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the Employer as provided in the management rights clause, (Article II of this Agreement). The parties acknowledge that during the negotiations process (leading to the formation of this Agreement), each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not already determined by law and that the understandings and agreements expressed herein were reached after the fullest exercise of each parties' rights herein. The Union specifically waives any right it may have to impact or "effects" bargaining for the life of this Agreement.

**Section 17.12. Termination in 2024.**

This Agreement shall be effective as of the first day of May 2021, and shall remain in force and effect until April 30, 2024. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not less than one hundred and twenty (120) days prior to the termination date to the effect that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the termination date. This Agreement shall remain in full force and be effective during the negotiations and up to and until a new employment Agreement has been reached between the Parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2021, intending to be legally bound thereby.

METROPOLITAN ALLIANCE OF POLICE  
Lake in the Hills Chapter #90

VILLAGE OF LAKE IN THE  
HILLS, an Illinois Municipal  
Corporation

\_\_\_\_\_  
President of Lake in the Hills  
Police Chapter #90

\_\_\_\_\_  
Chief of Police

\_\_\_\_\_  
Keith George,  
President, Metropolitan Alliance

\_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_  
Village Clerk



**APPENDIX A  
WAGES**

| <b>Years of Service</b> | <b>4/30/21</b> | <b>5/1/21-4/30/22</b> | <b>5/1/22-4/30/23</b> | <b>5/1/23-4/30/24</b> |
|-------------------------|----------------|-----------------------|-----------------------|-----------------------|
| Starting                | \$60,811       | \$62,331              | \$63,890              | \$65,487              |
| Year 1                  | \$65,994       | \$67,644              | \$69,335              | \$71,068              |
| Year 2                  | \$71,178       | \$72,957              | \$74,781              | \$76,651              |
| Year 3                  | \$76,360       | \$78,269              | \$80,226              | \$82,231              |
| Year 4                  | \$81,542       | \$83,581              | \$85,670              | \$87,812              |
| Year 5                  | \$86,725       | \$88,893              | \$91,115              | \$93,393              |
| Year 6                  | \$91,908       | \$94,206              | \$96,561              | \$98,975              |
| Year 7                  | \$97,090       | \$99,517              | \$102,005             | \$104,555             |
| Year 8                  | \$102,272      | \$104,829             | \$107,450             | \$110,136             |

Each employee covered by this Agreement shall receive a single check constituting retroactive pay for all hours worked during that period, as defined in Section 14.1.

## **APPENDIX B EQUIPMENT LIST**

### **Initial Issue**

- |   |   |
|---|---|
| (1) flashlight (Rechargeable Mag Light) | (1) wallet badge and wallet                 |
| (1) flashlight (small duty belt)        | (1) raincoat                                |
| (2) flashlight holder                   | (1) hat cover                               |
| (1) Ear piece                           | (4) turtleneck shirts with embroidered logo |
| (1) Off duty holster of choice          | Magazine Holder                             |
| (4) pair pants                          | Belt Keeper                                 |
| (4) long sleeve shirts                  | Asp Holder                                  |
| (4) short sleeve shirts                 | Asp (26")                                   |
| (1) leather jacket                      | Handcuff Case                               |
| (1) command jacket with zip out liner   | Handcuffs                                   |
| (1) Bates Wind Stopper Sweater          | Radio Holder                                |
| (2) ties                                | OC Holder                                   |
| (1) pair shoes                          | OC Spray                                    |
| (1) pair boots                          | Baseball Cap                                |
| (2) badges                              | Traffic Vest                                |
| (4) name tags                           | Duty Bag                                    |
| (1) tie pin                             | Clipboard                                   |
| (2) collar pins                         | Citation Holder                             |
| (1) five-star hat                       | P-Ticket Holder                             |
| (1) winter cap                          |   |
| (1) hat badge                           |   |
| (1) collapsible baton and holder        |   |
| (1) nylon pouch                         |   |

### **Duty-Related Equipment**

- Leather gear
- Leather gloves
- Flashlights
- Department-approved impact weapons
- Department-approved chemical weapons with holder
- Handcuffs/accessories
- Body Armor as defined in Section 16.4
- Flashlight traffic wand
- Any other items for duty use as approved by the Chief of Police.

**APPENDIX C**  
**UNIFORM POLICE OFFICERS DISCIPLINARY ACT**

50 ILCS 725/1 et al and as may be amended from time to time.

At the time of ratification, the Act contains the following provisions.

Sec. 1. This Act shall be known and may be cited as the "Uniform Peace Officers' Disciplinary Act".

Sec. 2. For the purposes of this Act, unless clearly required otherwise, the terms defined in this Section have the meaning ascribed herein:

- (a) "Officer" means any peace officer, as defined by Section 2-13 of the Criminal Code of 1961, as now or hereafter amended, who is employed by any unit of local government or a State college or university, including supervisory and command personnel, and any pay-grade investigator for the Secretary of State as defined in Section 14-110 of the Illinois Pension Code, not including Secretary of State sergeants, lieutenants, commanders or investigator trainees. The term does not include crossing guards, parking enforcement personnel, traffic wardens or employees of any State's Attorney's office.
- (b) "Informal inquiry" means a meeting by supervisory or command personnel with an officer upon whom an allegation of misconduct has come to the attention of such supervisory or command personnel, the purpose of which meeting is to mediate a citizen complaint or discuss the facts to determine whether a formal investigation should be commenced.
- (c) "Formal investigation" means the process of investigation ordered by a commanding officer during which the questioning of an officer is intended to gather evidence of misconduct which may be the basis for filing charges seeking his or her removal, discharge or suspension in excess of 3 days.
- (d) "Interrogation" means the questioning of an officer pursuant to the formal investigation procedures of the respective State agency or local governmental unit in connection with an alleged violation of such agency's or unit's rules which may be the basis for filing charges seeking his or her suspension, removal, or discharge. The term does not include questioning (1) as part of an informal inquiry or (2) relating to minor infractions of agency rules which may be noted on the officer's record but which may not in themselves result in removal, discharge or suspension in excess of 3 days.
- (e) "Administrative proceeding" means any non-judicial hearing which is authorized to recommend, approve or order the suspension, removal, or discharge of an officer.

Sec. 3. Whenever an officer is subjected to an interrogation within the meaning of this Act, the interrogation shall be conducted pursuant to Sections 3.1 through 3.11 of this Act.

Sec. 3.1. The interrogation shall take place at the facility to which the investigating officer is assigned, or at the precinct or police facility which has jurisdiction over the place where the incident under investigation allegedly occurred, as designated by the investigating officer.

Sec. 3.2. No officer shall be subjected to interrogation without first being informed in writing of the nature of the investigation. If an administrative proceeding is instituted, the officer shall be informed beforehand of the names of all complainants. The information shall be sufficient as to reasonably apprise the officer of the nature of the investigation.

Sec. 3.3. All interrogations shall be conducted at a reasonable time of day. Whenever the nature of the alleged incident and operational requirements permit, interrogations shall be conducted during the time when the officer is on duty.

Sec. 3.4. The officer under investigation shall be informed of the name, rank and unit or command of the officer in charge of the investigation, the interrogators, and all persons present during any interrogation except at a public administrative proceeding.

Sec. 3.5. Interrogation sessions shall be of reasonable duration and shall permit the officer interrogated reasonable periods for rest and personal necessities.

Sec. 3.6. The officer being interrogated shall not be subjected to professional or personal abuse, including offensive language.

Sec. 3.7. A complete record of any interrogation shall be made, and a complete transcript or copy shall be made available to the officer under investigation without charge and without undue delay. Such record may be electronically recorded.

Sec. 3.8. Admissions; counsel; verified complaint.

- (a) No officer shall be interrogated without first being advised in writing that admissions made in the course of the interrogation may be used as evidence of misconduct or as the basis for charges seeking suspension, removal, or discharge; and without first being advised in writing that he or she has the right to counsel of his or her choosing who may be present to advise him or her at any stage of any interrogation.
- (b) Anyone filing a complaint against a sworn peace officer must have the complaint supported by a sworn affidavit.

Sec. 3.9. The officer under investigation shall have the right to be represented by counsel of his or her choosing and may request counsel at any time before or during interrogation. When such request for counsel is made, no interrogation shall proceed until reasonable time and opportunity are provided the officer to obtain counsel.

If a collective bargaining agreement requires the presence of a representative of the collective bargaining unit during investigations, such representative shall be present during the interrogation, unless this requirement is waived by the officer being interrogated.

Sec. 3.10. Admissions or confessions obtained during the course of any interrogation not conducted in accordance with this Act may not be utilized in any subsequent disciplinary proceeding against the officer.

Sec. 3.11. In the course of any interrogation no officer shall be required to submit to a polygraph test, or any other test questioning by means of any chemical substance, except with the officer's express written consent. Refusal to submit to such tests shall not result in any disciplinary action nor shall such refusal be made part of his or her record.

Sec. 4. The rights of officers in disciplinary procedures set forth under this Act shall not diminish the rights and privileges of officers that are guaranteed to all citizens by the Constitution and laws of the United States and of the State of Illinois.

Sec. 5. This Act does not apply to any officer charged with violating any provisions of the Criminal Code of 1961, or any other federal, State, or local criminal law.

Sec. 6. The provisions of this Act apply only to the extent there is no collective bargaining agreement currently in effect dealing with the subject matter of this Act.

Sec. 7. No officer shall be discharged, disciplined, demoted, denied promotion or seniority, transferred, reassigned or otherwise discriminated against in regard to his or her employment, or be threatened with any such treatment as retaliation for or by reason of his or her exercise of the rights granted by this Act.

**APPENDIX D**  
**BASIC TRAINING AGREEMENT**

**APPENDIX E**  
**SPECIALIZED TRAINING AGREEMENT**

**APPENDIX F**  
**BODY CAMERA LETTER OF UNDERSTANDING**

This Letter of Understanding is entered into between the Village of Lake in the Hills (“Village”) and the Metropolitan Alliance of Police Chapter #90 (“Union”).

Whereas, the Village has expressed its intent to mandate officers to be video and audio recorded through the use of a body camera in a variety of circumstances;

Whereas, the Union has demanded impacts and effects bargaining over the surveillance of its members;

Whereas, the parties initiated bargaining over impacts and effects on January 25, 2021;

Now therefore, in consideration of the foregoing, the parties hereto agree as follows:

An officer will be given notice prior to him or her being the subject to Village controlled surveillance via the use of a body camera worn by that officer. An officer is generally expected to understand the policy as to when an officer’s body camera should be recording, without additional notification. However, if there is a body camera that is able to be turned on remotely, the officer will be alerted prior to the surveillance beginning and once it has concluded. Except in cases where the failure to notify the officer is a result of equipment malfunction or otherwise not attributable to the conduct of the Village, failure to do so will automatically bar the surveillance from being introduced in a disciplinary proceeding against that officer.

If the Village is in possession or control of relevant surveillance received through the use of a body camera of an officer, prior to the officer submitting to Interrogation, as defined in Section 2(c) of the Uniform Peace Officers Disciplinary Act (50 ILCS 725/1 *et seq.*), regarding the subject matter observed in the surveillance, the Village will give the officer notice of the existence of said surveillance material(s). The Village will allow the officer and Union a reasonable opportunity to observe the body camera surveillance materials prior to the end of the Interrogation. An admission or confession obtained from an Interrogation where such notice and opportunity to view were not provided is inadmissible in a disciplinary hearing; the admissibility of the actual surveillance evidence will be left to the trier of fact.

Surveillance via the body camera of an officer will not be used as the sole basis to initiate an investigation against an officer, excepting regular safety or spot check reviews. By way of example, a supervisor will not review surveillance for the purpose of trying to identify employee infractions, but if a supervisor is conducting a regular safety or spot check review, an apparent infraction may be investigated further. Generally, surveillance is meant to confirm or deny allegations (whether administrative, civil, or criminal in nature) made against an officer, but it is also proper for the Village to use surveillance for purpose of quality control (regular safety and spot checks). However, such quality control surveillance review will only be conducted by members of the management team holding the rank of Sergeant or higher.

In addition to the terms of this Letter of Understanding, the use of body cameras will comply with and be superseded by all applicable law, as may be amended from time to time. Any dispute or claim of a violation arising under this Letter of Understanding shall be resolved through the grievance provisions contained in the parties’ Collective Bargaining Agreement.



This Letter of Understanding will be effective as of the date it is executed by all of the duly authorized representatives of the parties below, and shall become an Appendix to the Collective Bargaining Agreement between the parties, understanding that nothing herein shall make the Village's body camera policy a mandatory subject or bargaining or otherwise affect management rights. Similarly, nothing herein shall affect the Union's ability to seek impacts and effects bargaining for any subsequent changes in the Village's policy or the law regarding body cameras.

The parties acknowledge that the signatures below represent official approval by the Village's appropriate authority and ratification by the Chapter's membership and Union's President.

\_\_\_\_\_  
Metropolitan Alliance of Police Chapter #90

By:\_\_\_\_\_

Its:\_\_\_\_\_

Date:\_\_\_\_\_

\_\_\_\_\_  
Village of Lake in the Hills

By: Police Chief David Brey

Date:\_\_\_\_\_

**APPENDIX G**  
**SIDE LETTER OF AGREEMENT**  
**DRUG TESTING FOLLOWING OFFICER INVOLVED SHOOTINGS**

The Village of Lake in the Hills (“Village”), the Metropolitan Alliance of Police Lake in the Hills Police Chapter #90, referred to herein as the (“Union”) hereby agree to the following policy to be implemented in accordance with 50 ILCS727/1-25:

1. The Union agrees that its members shall be required to abide by the Village’s Policy regarding “Officer Involved Shooting and Death” including the section that requires each officer who is involved in an officer involved shooting to submit to drug and alcohol testing, so long as such testing is required by 50 ILCS727/1-25 or any similar state law.

2. For the purpose of clarity, the parties agree that a person “involved in” an officer involved shooting is defined to mean any officer who discharged a firearm thereby causing injury or death to a person or persons. If multiple officers discharged their firearm and it is unclear whose bullet struck the person or persons, then all officers who discharged their firearm in the direction of the subject shall be required to submit to drug and alcohol testing.

~~3. The parties agree that the term “involved in” an officer involved shooting does not include officers who did not discharge their weapon, even if they were providing other forms of support and assistance during the call. Nor does the term “involved in” include officers who discharged their weapons when it is undeniably clear their projectiles did not actually strike any person or persons.~~

4. The parties agree that the provisions of the collective bargaining agreement regarding drug testing and standards for discipline shall regulate the drug testing procedures and the consequences for any positive drug test results.

5. The parties agree that any drug or alcohol test required pursuant to this Agreement shall be considered a compelled, non-voluntary drug or alcohol test under threat of disciplinary action. Such testing shall only be done by urinalysis or breathalyzer, if an officer is physically able and conscious to provide such a sample. Blood tests shall only be administered with a warrant, or when an officer is physically unable and unconscious to provide such a sample. This does not limit the Village’s right to obtain test results via other available legal process.

**Metropolitan Alliance of Police Lake in the Hills  
Chapter #90**

**Village of Lake in the Hills, Illinois**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX H  
SETTLEMENT AGREEMENT  
BETWEEN THE VILLAGE OF LAKE IN THE HILLS  
AND METROPLITAN ALLIANCE OF POLICE CHAPTER 90  
REGARDING GRIEVANCE NO. 02/19 – RETRO PAID LUNCH BREAKS**

This Settlement Agreement is entered into between the Village of Lake in the Hills, Illinois, and Metropolitan Alliance of Police Chapter 90 (the “Union”). The terms of this Settlement Agreement are described in the paragraphs that follow:

As a result of successful negotiations, and in order to foster sound employer-employee relations and resolve all pending matters, the parties have agreed to dispose of Grievance No. 02/19, regarding retroactive pay for lunch breaks pertaining to the Collective Bargaining Agreement effective May 1, 2018-April 30, 2021.

Each sworn officer currently within the Union’s bargaining unit who was actively employed full-time, regularly working the 12 hour shift schedule as of December 10, 2019, shall receive 24 additional hours of personal time in 2021 only, to be used in 2021, and otherwise subject to all rules regarding scheduling and use of personal time.

In exchange for certain considerations made during collective bargaining and revised contract language, which will moot a similar grievance in the future, and in order to avoid the time and cost of a hearing and to foster positive relations between the parties, the Union has agreed that it will withdraw, with prejudice, Grievance No. 02/19, regarding retroactive pay for lunch breaks. As a result of the parties’ agreement, there will be no outstanding grievances, arbitrations, or charges brought through the Illinois Labor Relations Board regarding retroactive pay for lunch breaks.

**AGREED between the parties:**

**VILLAGE OF LAKE IN THE HILLS**

**METROPOLITAN ALLIANCE OF POLICE,  
CHAPTER 90**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**AGREEMENT**

**BETWEEN**

**THE VILLAGE OF LAKE IN THE HILLS, ILLINOIS**

**and**

**METROPOLITAN ALLIANCE OF POLICE  
LAKE IN THE HILLS POLICE  
CHAPTER #90**

**May 1, 2021 - April 30, 2024**

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## **PREAMBLE**

THIS AGREEMENT is entered into by the Village of Lake in the Hills ("the Village") and the Metropolitan Alliance of Police Lake in the Hills Police Chapter #90 ("the Chapter" or "the Union") this \_\_\_\_\_ day of \_\_\_\_\_, 2021, and has as its purpose the promotion of harmonious relations between the parties, the establishment of an orderly procedure for resolving differences arising out of the employment relationship and the establishment of rates of pay, hours of work, and other conditions of employment for employees of the Village in the unit described in Article I hereof.

## ARTICLE I RECOGNITION

### **Section 1.1. Recognition of Bargaining Agency.**

The Village agrees during the term of this Agreement to recognize the Metropolitan Alliance of Police as the sole and exclusive bargaining agent with respect to wages, hours, and conditions of employment for employees in the following unit:

All "full-time sworn peace officers below the rank of sergeant" employed by the Village of Lake in the Hills, excluding "sergeants and above, all supervisors, confidential, managerial employees and all other employees of the Village of Lake in the Hills."

Unless the context indicates otherwise, the terms "employee" and "officer" as used herein, shall refer exclusively to members of the above-described unit.

### **Section 1.2. Gender**

In this contract, the pronouns "He, Him, and His" shall refer to ~~both men and women~~all employees equally.

### **Section 1.3. Labor-management Meetings**

The Chapter and the Employer agree that, in the interest of efficient management and harmonious employee relations, meetings will be held if mutually agreed between no more than two (2) Chapter representatives and responsible administrative representatives of the Employer. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management conference" and expressly providing the specific agenda for such conference. Such conferences, times and locations, if mutually agreed upon, shall be limited to:

- a. discussion on the implementation and general administration of this agreement;
- b. a sharing of general information of interest to the parties; and
- c. safety issues.

It is expressly understood and agreed that such conferences shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management conferences," nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such conferences.

Attendance at labor-management conferences shall be voluntary on the employee's part. Attendance at such conferences shall not interfere with required duty time and attendance, if during duty time, is permitted only upon prior approval of the Chief of Police or his designee. The Chief of Police or his designee in his sole discretion shall determine its representatives at such meetings.

#### **Section 1.4. Chapter Bulletin Board**

The Village will make bulletin board space available for posting of Chapter announcements and other items of legitimate Chapter business, seniority roster, education opportunities announcements and notice of extra duty opportunities that are non-inflammatory in nature and are approved by the Chief of Police, or if the Chief of Police is not available, by a shift commander on duty. Approval for posting shall not be unreasonably withheld.

#### **Section 1.5. Representation Time**

An employee who in a representative capacity during his scheduled working hours attends a meeting between the Chapter and the Village for the purposes(s) of adjustments of grievances, or transmittal of notices shall not suffer a loss in pay because of such attendance, provided that the Village must have agreed to hold the meeting at such time. There shall be no claim under this provision for pay for any other than in relation to the regularly scheduled hour(s) of the employee claiming such pay. The Chapter recognizes the essential need to minimize lost work time and to avoid interference with the work of the Department. For purposes of this section, representative capacity shall be limited to an employee who is representing the bargaining unit, or a member thereof, as part of the grievance procedure, or as part of the formal disciplinary procedure involving another officer. Any employee opting to have an attorney represent him during the disciplinary procedure shall not be entitled to additional representation by a fellow chapter member.

## ARTICLE II MANAGEMENT RIGHTS

### **Section 2.1. Management Rights**

Except as specifically limited by the express provisions of this Agreement, the Village retains all legal rights to manage and direct the affairs of the Village in all its various aspects, and to manage and direct its employees. It is the employer's right to hire, demote, suspend or discharge pursuant to the Illinois Municipal Code, Board of Fire and Police Commissioners 65 ILCS 5/10-2.1-1 et seq.; layoff, promote, assign or transfer employees to any job or any work, anytime or anywhere; to increase or decrease the work force; to determine the number and size of the work shifts; to determine the hours of work per day or week; to make work rules for the purpose of efficiency, safe practice and discipline; to establish performance standards; to determine equipment to be used; to make technological changes; to determine the number and location of its operations; to move, close or liquidate its operations in whole or in part; to separate or reassign its employees in connection with said moving, closing or liquidating; the right to transfer; to subcontract work; to determine duties and productions standards; to combine jobs, to eliminate classifications or work; to require overtime work; and to fill new jobs and set a wage rate subject to negotiations over such wage rate.

The rights and powers of management mentioned in this Agreement do not list or limit all such powers, and the rights listed together with all other rights, powers and prerogatives of management, not specifically ceded in this Agreement remain vested exclusively in management.

The exercise by management of, or its waiver of, or its failure to exercise its full right of management or decision on any matter or occasion, shall not be binding on management, and shall not be the subject or basis of any grievance.

In the event of a civil emergency, which may include but are not limited to, riots, civil disorders, tornado conditions, floods or other catastrophes, as may be declared by the Village President or Chief of Police, or their authorized designees, the provisions of this Agreement, other than compensation provisions, may be suspended by the Chief of Police, if necessary, provided that all provisions of this Agreement shall be immediately reinstated once the civil emergency condition ceases to exist.

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## ARTICLE III

### DISCIPLINE AND DISMISSAL

#### ~~3.2 Suspension with Pay~~

~~Any officer placed on administrative leave while under an internal or criminal misdemeanor investigation or placed on leave for a fitness for duty test, shall not be entitled to full pay and benefits while awaiting the outcome of these proceedings (i.e., charges are filed, fitness for duty test is complete). DBU~~

#### **Section 3.1. Personnel Files and Notice of Disciplinary Action**

There shall be one official disciplinary file maintained in relation to each person employed by the Police Department. All information contained in an employee's disciplinary file shall be treated as confidential by the Village. The Village may make such other and additional files as it may deem appropriate, provided only that each person shall have the right of inspection as provided hereinafter. All employment related files shall be identified in the certain written documents provided in the various Police Department work rules, regulations and policies. The disciplinary file shall include, (by way of illustration and not limitation), written evaluations, letters, memorandum, reports and other materials bearing on the quality of the employee's professional service and any disciplinary measures taken in relation to said employee's employment.

An employee may inspect the contents of any and all employment related files at reasonable times with prior notice to the Chief of Police. The person shall examine all employment related files and only in the presence of the Chief of Police or in the presence of the Chief's designee. To the extent required by law, employees shall receive copies of those materials placed in their employment files. Any record of discipline short of suspension placed in an employee's file shall not be considered for purposes of progressive discipline after one (1) year has expired from the date of said discipline. The parties recognize that circumstances may arise in which the Chief of Police may issue discipline, up to and including recommendations for discharge, without regard to the principle of progressive discipline.

#### **Section 3.2. Procedures of Discipline**

If the Village has reason to discipline an employee, it will take into consideration methods to do so which would not unduly embarrass the employee.

#### **Section 3.3. Jurisdiction of the Police Commission**

Disciplinary action, up to and including termination, is subject to the jurisdiction of the Board of Police Commissioners according to state law and in accordance with the Rules and Regulations of the Lake in the Hills Police Commission. Notice of said disciplinary action shall be provided in writing to the employee. Nothing in this Agreement however shall be construed in such a manner as to make the reprimand, suspension or discharge of a probationary officer the subject of a hearing before the Police Commission or part of the grievance procedure.

#### **Section 3.4. Written Reprimand**

In cases of written reprimand, notation of such reprimand shall become part of the employee's personnel file and a copy given to the employee.

**Section 3.25 Suspension with Pay**

Any officer placed on administrative leave while under an internal or criminal misdemeanor investigation or placed on leave for a fitness for duty test, shall not be entitled to full pay and benefits while awaiting the outcome of these proceedings (i.e., charges are filed, fitness for duty test is complete).

**Section 3.56. Personnel File**

**The Village agrees to abide by the lawful requirements of the "Access to Personnel Records Acts," Illinois Compiled Statutes.**

**Section 3.76. Investigation of Officers**

The Village agrees to abide by the lawful requirements of the Illinois Compiled Statutes as they relate to the investigation of police officers, specifically but not limited to, the ~~Illinois~~ Uniform Police-Peace Officers Disciplinary Act. (See Appendix C)

The Village agrees to periodically inform any officer covered by this Agreement of the ongoing status of any investigation concerning the affected officer pursuant to this Article. Such information shall be provided to the officer thirty (30) days following the date of any formal interrogation/interview, and shall be provided each thirty (30) days thereafter. This section does not limit or interfere with the authority of the Chief of Police to discipline police officers covered by this Agreement.

If not on duty, the affected officer shall be compensated for time spent during the interrogation/interview at the affected officer's applicable straight or overtime rate of pay.

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## ARTICLE IV UNION SECURITY

### **Section 4.21. Dues Deductions**

Upon receipt of proper written authorization from a police officer, the Employer shall deduct each month's Chapter dues in the amount certified by the Treasurer of the Chapter from the pay of all officers covered by this Agreement who, in writing, authorize such deductions. Such money shall be submitted to the Metropolitan Alliance of Police within fifteen (15) days after the deductions have been made.

### **Section 4.32. Indemnification**

The Metropolitan Alliance of Police shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and officers 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 village for the purpose of complying with the provisions of this Article, or in reliance on any written check off authorization furnished under any of such provisions, provided that the Village does not initiate or prosecute such action.

### **Section 4.43. Dues Check off**

All members covered by this Agreement shall tender their membership dues to the Union by signing the authorization cards (providing payroll deduction of Union dues) provided by the Union.

The employer agrees to deduct Union membership dues in accordance with the amount certified by the Union to the employer from the pay of all officers who have executed such authorization for payroll deduction of Union dues and maintain such deductions in accordance with the terms and conditions set forth by Agreement with the Union. The Union shall hold the employer harmless against any and all suits, claims, demands and liabilities arising out of any action of the employer in connection with payroll deductions of Union and/or other deductions (made pursuant to this Article).

Payroll deductions of Union dues shall become effective upon the date that the appropriate form designates or, if none, upon the date of its signing by the affected officer. Pay deductions shall commence beginning with the next two (2) payroll periods.



The aggregate totals of all dues (deducted) shall be remitted separately each month to the Union at its address as supplied to the Village Clerk of the Village of Lake in the Hills.

## **ARTICLE V SENIORITY**

### **Section 5.1 Layoff and Recall**

All layoffs will be determined on a seniority basis. Those police officers with the lowest amount of seniority may be temporarily laid-off in the event that the Employer deems it necessary. When the force of the Police Department is reduced, the officer or member reduced in rank or removed from service of the Police Department shall have rights of reinstatement as provided for in the Illinois Compiled Statutes. Upon determination that a vacancy exists and there are police officers who have been furloughed due to a reduction-in-force, the police officers on furlough shall be recalled to fill such position and seniority will prevail in determining which furloughed Officer shall have the right to be re-employed if the Police Officer is otherwise qualified.

### **Section 5.2 Definition of Seniority**

Seniority shall be determined as the police officer's length of service as a police officer in the Department. Time spent in the armed forces, on military leaves of absence, and authorized leaves not to exceed one year, and time lost due to duty related disability shall be included.

### **Section 5.3 Seniority Lists**

A current up to date seniority list showing the names and length of service of each police officer shall be provided and posted by the Employer on January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup>, and October 1st of each year on a designated Bulletin Board provided by the Village.

### **Section 5.4 Purpose of Seniority**

Employees shall be allowed preference according to seniority on all sections specifically designating seniority as an accounting procedure.

### **Section 5.5 Termination of Seniority**

A police officer shall not accumulate seniority rights upon separation from services due to dismissal, suspension time in excess of 15 continuous days, layoff or retirement. Full seniority rights shall be reinstated under the following conditions:

1. A police officer retires due to disability and is later certified by the Police Pension Board to be capable of resuming his duties and is returned to work by the Chief of Police.
2. A police officer is dismissed and later reinstated by a court of competent jurisdiction.
3. A police officer is separated due to layoff or reduction-in-force and is later reinstated under the conditions provided for in the Illinois State Statutes.

## ARTICLE VI GRIEVANCE PROCEDURE

### **Section 6.1. Definition of Grievance**

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purposes of this Agreement, a grievance is any dispute or difference of opinion raised by an employee against the employer involving the meaning, interpretation or application of the provisions of this Agreement. The Village shall not be required to pay any officer's wages for grievance related work, unless the officer is the grievant and is required by the Chief of Police or his designee to be present on the officer's on-duty time, in which case the officer shall receive his regular rate of pay for all time spent. The Chapter may appoint an officer, who may attend grievance meetings scheduled pursuant to Steps One, Two and Three. The Chapter shall notify the Chief of Police in writing of the name of the officer designated to do so, provided, that the Village shall not be required to recognize an Officer who has not completed his probation and/or suspension.

### **Section 6.2. Grievance Procedure**

Recognizing that grievances should be raised and settled promptly, a grievance must be raised within five (5) working days after the occurrence of the event or the officer becoming aware of the event giving rise to the grievance in accord with the following procedure:

**STEP ONE: Immediate Supervisor.** By written notification from the officer to his immediate supervisor: Said grievance to set forth the event giving rise to grievance, the contract provision(s) involved, and the name of the involved officer. The immediate supervisor shall answer the grievance in five (5) working days after hearing of the grievance and shall, if requested by the Chapter or the officer, meet to discuss the grievance prior to answering it.

**STEP TWO: Appeal to Deputy Chief of Support Services.** If the grievance is not settled in Step One, or, if a reply is not given within the time provided therefore and the officer decides to appeal, the officer shall, within five (5) working days from receipt of the Step One reply, appeal in writing, to the Deputy Chief of Support Services. The officer, the Chapter representative and the Deputy Chief of Support Services, will discuss the grievance at a mutually agreeable time. If no Agreement is reached in such discussion, the Deputy Chief of Support Services will give his reply, in writing, within five (5) working days of the conclusion of the discussion.

**STEP THREE: Appeal to Chief of Police.** If the grievance is not settled in Step Two and the officer decides to appeal further, said officer shall, within five (5) working days after receipt of the response of the Deputy Chief of Support Services (in Step Two), or, after the expiration of time therefore, file a written appeal to the Chief of Police. In response to such notice, the Chief of Police shall meet with the officer and the Chapter representative. Such meeting shall be held at a mutually agreeable time for the purposes of hearing the officer's appeal. If no settlement is reached at this meeting, the Chief of Police, or his/her designee shall give his/her reply in writing within five (5) working days of the meeting.

**STEP FOUR: Binding Arbitration.** If the grievance is not settled in accordance with the foregoing procedure, the Chapter may refer the grievance to Binding Arbitration by giving written notice to the Chief of Police, within twenty-one (21) working days after receipt of the Chief's reply (in Step Three). In the event the parties are unable to agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Upon receipt of the panel, the parties shall strike names alternately until only one name remains. The person whose name remains shall become the arbitrator, provided, that either party, before striking any names, shall have the right to reject one panel of arbitrators. The arbitrator shall be notified of his selection by a joint letter from the Village and the Chapter. In addition to providing notice of his appointment, such letter shall request that he set a time and a place for the hearing, subject to the availability of the Village and Chapter representative. The arbitrator shall not (in his decision or award), amend, modify, nullify, ignore, add to, or subtract from any provision of this Agreement. He shall consider and decide only the specific issue submitted to him. His binding recommendation shall be binding and shall be based solely upon and interpretation of the meaning, or application, of the terms of this Agreement. In the event that the arbitrator finds that alleged grievance does not involve an interpretation or application of this Agreement, he shall remand the matter to the parties without comment. The decision of the arbitrator shall be final and binding on the parties. The costs of the arbitration, including the fee and expenses of the arbitrator shall be divided equally between the Village and the Chapter.

### **Section 6.3. Time Limits**

No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 6.2. If a grievance is not appealed within the time limits governing appeal it shall be deemed settled on the basis of the last reply of the Village, unless the Parties have mutually agreed in writing to extend a relevant time limit. If the Village fails to provide a reply within the time limits so provided, the Chapter may immediately appeal to the next Step.

### **Section 6.4. Investigation and Discussion**

All grievance discussions and investigations shall take place in a manner which does not interfere with the orderly operation of the Village's Department of Police or other Village operations.

### **Section 6.5. Suspension or Termination**

It is understood that matters involving suspension or termination are subject to the jurisdiction of the Chief of Police and the Lake in the Hills Police Commission and are not subject to this grievance procedure.

## ARTICLE VII HOURS OF WORK: OVERTIME

### **Section 7.1. No Guarantee**

Nothing in this Agreement shall be construed as a guarantee of a maximum or minimum daily or weekly work schedule.

### **Section 7.2. Hours of Work**

The Parties agree that hours of work shall comply, in all respects where possible, with the Fair Labor Standards Act (hereinafter referred to as the "Act") as said Act presently applies to the Village of Lake in the Hills and the Village's past practices governing hourly officers.

The average total number of regular hours in a 14-day pay period will be 80 hours. The normal workday may be based on an 8.5 or 12-hour work schedule.

~~For the duration of the 2018 — 2021 Agreement only, patrol services officers who are not on special assignment shall be regularly assigned to a 12-hour shift schedule, and detectives and patrol officers on special assignment shall be assigned to an 8.5-hour shift schedule.~~ Nothing in providing these shifts schedules as stated in the above sentence shall be considered a past practice or shall otherwise abrogate what is the management right for the Chief of Police to set the hours of work. If operationally feasible, the Chief of Police shall provide six months' notice prior to implementing changes to the normal workday, noting, however, without limitation, that a change in workday based on assignments can be made at any time.

#### **A. 12-Hour Shift Schedule: Patrol Services**

1. Officers assigned to a 12-hour shift will work a shift of hours recommended by staff assigned to the patrol division, subject to approval by the Chief of Police. The Chief of Police will maintain management rights to set the hours of work.
  - a. 12 hours will be paid with three 15 minute breaks and one paid 30 minute lunch.
  - b. The four hours which would normally exceed 80 hours in the two week pay period due to working the 12-Hour Shift will be schedule adjusted, where possible, or if not possible then the officer would be paid out the time over 80 hours as overtime.
  - c. Should an officer's meal be interrupted based on an emergency or other official work assignment, that officer shall be entitled to repeat his/her break if possible. No overtime will be paid for missed lunch breaks that could not be rescheduled during the shift.
2. Rotation would generally alternate for officers on a two week cycle as follows:
  - a. One week would have the officer working the 12-hour shift beginning on Monday, Tuesday, Friday, Saturday, and Sunday, with no work on Wednesday or Thursday.
  - b. The other week would have the officer working the 12-hour shift beginning on Wednesday and Thursday, with no work on Monday, Tuesday, Friday, Saturday, or Sunday.
  - c. Officer callbacks will be regularly limited to no more than one call back shift during any otherwise regularly scheduled block of days off. For example, if an officer is scheduled to work Friday-Sunday and is called back the Monday, that officer cannot regularly be called back that Tuesday as well.

- d. Officers assigned to the effected shift on their days off (opposite team) will be called in seniority order from most to least to accept the call back shift. If no officer on the opposite team should accept, the secondary team on their days off will be called in seniority order from most to least to accept the call back shift. If no officer on secondary team should accept the callback, the sergeants on their days off will be called in seniority order from most to least to accept the callback shift. If no sergeant should accept the callback, the officer with the least amount of seniority from the effected off shift (opposite team) will be forced to work. Callbacks on a Saturday will occur based on seniority through the whole department. Officers on their days off will be called in seniority order from most to least to accept the callback shift regardless of assigned team. If no officer should accept the call back, sergeants on their days off will be called in seniority order from most to least to accept the callback shift. If no sergeant should accept the callback, the officer with the least amount of seniority within the department will be forced to work. Nothing in this paragraph changes the limitation on callback shifts otherwise contained in this document. Nonetheless, situations may arise where an officer may be called back if there are not enough available officers to cover minimum staffing requirements.
3. Vacation Scheduling: In addition to the provisions of Article IX, Vacations, and other applicable policy, vacations will be selected, during the annual scheduling process, in 7 day blocks. For example, an officer who would be regularly scheduled off Wednesday and Thursday, due to the rotation, could take Monday, Tuesday, Friday, Saturday, and Sunday off (60 total vacation hours), or if the regular schedule would only have the officer working Wednesday and Thursday, the officer could take the Wednesday and Thursday off (24 total hours). An officer need not schedule all working days off in the week, and an officer may begin the 7 day block on any day in a week. Regardless of when vacation days are taken, each day taken off will be counted as 12 vacation hours.

Holiday Benefit Time: Will be paid as it is now at 8.0 hours or 4.0 hours as outlined in Section 10.1. Officer's working on an enumerated holiday will be compensated as outlined in Section 10.2.

- B. 8.5-Hour Shift Schedule:** Officers not assigned to the 12-hour work schedule will be assigned an 8.5-hour work schedule as follows;
- a. The shift will consist of 8.5 hours with two paid 15 minutes breaks and one unpaid 30 minute lunch.
  - b. Officers assigned to the 8.5 hour shift schedule will work shift hours recommended by staff assigned to the position and approved by the Chief of Police. The Chief of Police will maintain management rights to set the hours of work.
  - c. Should an officer's meal be interrupted based on an emergency or other official work assignment, that officer shall be entitled to repeat his/her break. No assignments of a non-emergency nature shall be made for an officer who is on their assigned lunch break.

- d. If an officer misses a lunch break that cannot be rescheduled during the shift the officer is entitled to overtime for all hours worked over eighty (80) in the fourteen (14) day pay period.

### **C. Additional Provisions of All Schedules:**

1. Training: Training will be consolidated in some cases. For example, firearms may consist of both rifle and handgun training combined. Where possible, training will be done on shift. Some training will be scheduled on certain days off per team, but will be done so only as reasonably necessary.
2. Special Events Nothing in the schedule changes impairs or limits management designating certain dates to be blacked out to ensure staffing levels are adequate for special events, such as festivals. Officers will be given an opportunity to volunteer, but if volunteers are not sufficient, then officers may be assigned to work. If staffing levels are met, the blackout may be lifted at management's discretion.
3. An officer that is contacted via telephone or text message by a supervisor regarding work-related matters while off-duty shall be compensated. That officer shall receive 0.25 hours of compensatory time for being contacted unless communications last longer than 0.25 hours, that officer shall receive compensatory time equal to that time. This will not apply to calls made by a supervisor to advise an officer about an IMMEDIATE schedule change or to request the officer to come into work for an assignment outside of the officer's work schedule.

### **Section 7.3. Overtime Pay**

Time worked by any officer in excess of the hours worked above the normal hours assigned using the current schedule rotation during the fourteen (14) day pay period, shall be paid for at time and one-half the officer's regular straight time hourly rate. Overtime worked shall be calculated in fifteen (15) minute blocks, with seven (7) minutes being rounded down and eight (8) minutes being rounded up. The Village will pay overtime in a bi-weekly period to coincide with the employee's paycheck. During the specific 14 day pay period, the Village can make adjustments to the schedules of employees, in compliance with the Fair Labor Standards Act, to diminish the economic impact of overtime on the Village.

For purposes of overtime calculation, time worked shall mean and include all hours actually worked, including but not limited to; vacation time, sick leave, compensatory time off, holiday time and any other authorized paid time off.

### **Section 7.4. Overtime Assignments**

Nothing in this section shall limit the ability of the Chief of Police to move available officer staffing between shifts to meet minimum shift staffing requirements.

The Chief of Police or his designee shall have the right to require overtime work and officers may not refuse overtime assignments. Whenever practicable, overtime assignments will be scheduled on a voluntary basis, except for emergency situations or except where qualified volunteers are not readily available. It is the objective of the Village to keep mandatory overtime scheduling at a

minimum consistent with the need of the Village to provide proper police protection. Overtime assignments shall fall under the following categories and will be assigned as described below:

**1. Next Shift Vacancy –**

- a. Officers assigned to work 12 hours shifts will fill next shift vacancies for 12 hour shifts per Section 7.2(A)(2)(c-d) (12-Hour Shift Schedule), ~~subparts 2(e)-(d)(1)(e))~~ and not as outlined in 7.4(1)(b).-
- b. The hiring back of police officers for the next shift vacancy (such as sick time coverage) shall be determined by seniority of the officers who are working at the time the need arises. The assignment will be split between the officers before and after the shift experiencing the shortage. For example, if an officer calls in sick on the afternoon shift requiring a manpower shortage, than that shift shall be split and an officer from the day shift shall be required to hold over and a midnight shift officer shall be require to come in early. Overtime will be offered to the officer with the highest seniority to the lowest from each respective shift that is called upon to fill the shortage. If no officer accepts the overtime, then it shall be offered to a Sergeant. If no Sergeant accepts the overtime, then the least senior officer that is working the immediately preceding or immediately following shift will be required to work the overtime.
- c. If a supervisor is unable to make contact with an officer by their home telephone number the supervisor will immediately move on to the next officer to arrange shift coverage.

**2. Advance Shift Overtime** - For vacancies known in advance (more than 24 hours prior to the vacancy), the overtime will be granted to the most senior officer signing up for the overtime, provided that no officer will be allowed to work two full shifts back-to-back, and otherwise as provided herein.

- a. Officers assigned to work 12 hours shifts will fill advance shift vacancies for 12 hour shifts per Section 7.2(A)(2)(c-d) (12-Hour Shift Schedule), and not as ~~outlined in 7.4(1)(b)7.2 (12-Hour Shift Schedule, subparts.2(e)-(de)) and not as outlined in 7.4(2)(b).~~
- b. If a full shift is required, the overtime will be posted in two portions- the first half of the shift and the second half. An officer who is not working that day may sign up for both halves. An officer who is working that day may sign up for one half. An officer able to sign up for the entire shift will have priority over officers working half shifts. If no officer accepts the overtime, then it shall be offered to a Sergeant. If no Sergeant accepts the overtime, then the least senior officer that is working the immediately preceding or immediately following shift will be required to work the overtime.
- c. If a supervisor is unable to make contact with an officer by their home telephone number the supervisor will immediately move on to the next officer to arrange shift coverage.

**Overtime for Festivals and Special Events** - Overtime needed for special events such as festivals or other Village-organized events, overtime will be posted for sign-up. Overtime sign-ups will be done on a seniority basis, highest to lowest. Officers shall only sign up for one overtime slot at a time. Once all officers had a chance to signup, than officers may sign up for multiple overtime slots. If no officer accepts the overtime, then it shall be offered to a Sergeant.



If no Sergeant accepts the overtime, then the least senior officer will be required to work the overtime. This does not apply to slots designated for a supervisor to act in a supervisory capacity. Overtime for special events/details that are paid by private companies/organizations, shall be paid at the outside hire back rate, which is set by the Village.

**Exceptions** - In cases of emergencies or critical incidents requiring immediate additional staffing, the Chief of Police or his designee may order Officers in as needed/determined by the situation. Scheduling errors made by management will be paid as overtime.

The Department has the sole discretion to schedule overtime to any Department employee for overtime associated with the Illinois Department of Transportation's Sustained Traffic Enforcement Program. The Department retains the right to manage overtime on any other similar program or grant where performance is a requirement to obtain or maintain grant funding.

### **Section 7.5. Compensatory Time**

Compensatory time at the rate of time and one-half (1 1/2) may be earned at such time as a Police Officer elects to take compensatory time in lieu of paid overtime. The employee shall receive one and one-half (1 1/2) hours of compensatory time for every one (1) hour of overtime worked by said employee when said employee elects to receive compensatory time.

Employees may accumulate up to eighty (80) hours of compensatory time in any one year. Employees may carry over up to eighty (80) of compensatory time from year to year.

Upon separation from the Department, an Officer shall be paid all accumulated compensatory time at his then current rate of pay.

Compensatory time off may, upon approval of the Chief of Police or his designee, be taken at straight time amounts. The requesting officer may make his/her request for use of compensatory time at the start of each shift of the date requested. The request for compensatory time shall not be unreasonably denied.

### **Section 7.6. Court Time**

Any officer covered by this Agreement required to attend court shall receive a minimum of two-and-a-half (2 1/2) hours compensation at that officer's applicable straight or overtime rate of pay, depending upon the circumstances, provided that the officer's court appearance did not begin while on his/her normal tour of duty. In cases where an officer is required to attend court, and it extends beyond his/her normal tour of duty, said officer shall receive the applicable straight or overtime rate of pay, for the actual time spent at court in excess of the normal work day. The employer agrees to supply a department vehicle for officer use in traveling to and from each court appearance, or if one is not available, the appropriate mileage reimbursement will be made. It will be the responsibility of the officer to report at the station for assignment of said vehicle.

### **Section 7.7. Off-Duty Court Standby**

Any officer who is notified by the State's Attorney's Office or Village Attorney that they may be

needed for court, on a regular scheduled day off, that officer shall receive two (2) hours of compensatory time unless the officer is notified more than 24 hours prior to the start of the scheduled court appearance time. Unless the officer is assigned to the midnight shift. Midnight shift officers will be eligible for court standby pay on regular scheduled shifts on-duty or off-duty, if not notified 24 hours in advance that their presence is not necessary. For example, if the officer is sent a notice that they are needed for a summary suspension hearing at 1:30pm, but are told to call at 12:00pm on the date of the court appearance and are told at that time they are not needed for court, that officer shall receive two (2) hours of compensatory time. If the officer does need to appear in court, the officer shall receive court time pay as outlined in section 7.6.

### **Section 7.8. Departmental Meetings**

Any officer covered by this Agreement who is required to attend departmental meetings shall receive a minimum of two (2) hours compensation at his applicable straight or overtime rate of pay, depending upon the circumstances, provided that the departmental meeting did not begin while on his normal tour of duty.

### **Section 7.9. Call-back**

Any officer covered by this Agreement who is called back to work an assignment, which does not continuously follow the officer's regular scheduled shift shall be compensated for all hours so worked, with a minimum compensation of two (2) hours. The affected officer shall be paid at his regular or overtime hourly rate of pay, whichever is applicable. A "call back" shall be defined as any assignment by which an officer is directed to return to work and physically reports to a location determined by the Chief of Police or his designee.

### **Section 7.10 Shift Bids**

Shift bids will be done on a yearly basis according to the current practice.

### **Section 7.11 On-Call Pay**

An officer assigned to the McHenry County Narcotics Task Force or as a Detective assigned to the Investigations Division, who will be regularly assigned to be on-call as part of their duties, shall be paid a stipend of \$2,000 annually, in equal bi-annual installments of \$1,000 on or before June 30 and December 15 of each year. This \$2,000 gross payment is subject to normal withholding requirements for FICA, Federal and State taxes. Employees who are hired, resign, retire or change unit assignment will receive a pro-rated share based on the number of full months worked in the assignment. This stipend shall not count towards base pay for overtime or pension benefits. If the officer is required to work overtime the officer is eligible to receive overtime pay.

## **ARTICLE VIII TRAINING/EDUCATION BENEFITS**

### **Section 8.1. On-Duty Training**

Training scheduled outside of an Officer's regularly scheduled shift shall be paid for at time and one-half the officer's regular straight time hourly rate in accordance with Section 7.3 Overtime Pay. During the specific 14 day pay period, the Village can make adjustments to the schedules of employees, in compliance with the Fair Labor Standards Act, to diminish the economic impact of overtime on the Village. However, if notice of in house training outside of an Officer's regularly scheduled shift is received less than 14 days of the training date, then the applicable hours will be paid for at time and one-half the officer's regular straight time hourly rate.

The officer shall either be provided transportation to and from the training location, if available, or shall be reimbursed at the current IRS standard mileage rate for business miles for the use of his own vehicle. An officer who attends, upon direction of the Chief of Police, a police related seminar on his own time will receive one and one-half times his regular hourly rate of pay for each hour spent in said seminar, provided the officer works his entire regularly scheduled shift. Officers attending special schools or training academies outside of the Village shall be allowed to utilize a village owned vehicle, when available, for travel to and from the school or academy. The per diem policy for the Village shall apply to all officers covered by this contract. Additionally, officers attending a training class where overnight lodging is required, shall receive the per diem at least one day before the training session is to begin.

Police officers attending training which is not required by the Department but at the request of the Police Officer shall do so on their own time and shall not be entitled to any compensatory time. It is also agreed that the transportation to and from these training sessions will be the officer's responsibility, transportation may be provided utilizing a police department squad but only with permission of the Chief of Police. Officers who desire to obtain additional firearms practice on their own time will be provided with one-hundred (100) rounds of ammunition on a quarterly basis at no expense to the employee however all other costs associated by said additional practice will be at the expense of the employee. Officers who receive practice rounds during a calendar year will provide one firearms range receipt or memorandum dated during the calendar year when the practice rounds were received as proof of practice.

Employees scheduled to attend basic training will enter into a Basic Training Agreement (Appendix D). Employees selected to attend specialized training where tuition and related expenses exceed \$500 or where the training requires a substantial investment of time and/or resources, as determined by the Chief of Police, shall enter into a Specialized Training Agreement (Appendix E). Employees may refuse to enter into this Specialized Training Agreement should they choose however this will prohibit their attendance at the specialized training course as well as result in removal from the secondary assignment related to the training, if applicable.

### **Section 8.2. Reimbursement of Training Expenses**

Any covered officer who incurs out-of-pocket expenses in connection with approved events and/or training shall be entitled to reimbursement pursuant to the applicable Village Rules.

The Village agrees to compensate employees for travel time to training programs required by the Department or those instances where the employee is required to remain away overnight, such as classes taken at Northwestern.

Probationary employees attending basic training shall be paid their base salary while attending said program and shall not be compensated for travel time to and from the academy location or time exceeding the base 80 hours for any specific pay period.

Officers shall be compensated for travel time to training as follows:

- 10-20 miles from PD headquarters: .25 hour each way
- 20-30 miles from PD headquarters: .50 hour each way
- 30-40 miles from PD headquarters: .75 hours each way
- 40+ miles from PD headquarters: actual traveltime

### **Section 8.3. Scheduling of On-Duty Training**

All police officers assigned to training courses that are held on days and times that are different than the officers' normally scheduled work days and hours shall, whenever practicable, be given notice of such training at least two (2) weeks in advance of the training to be held.

### **Section 8.4. Educational Assistance Plan**

The Village will reimburse one half (½) of the cost the officer's tuition, books and lab fees in accordance with the approved budget for an approved course, provided the officer meets the following requirements:

1. The officer is a full-time officer and has completed the probationary period.
2. The course is job-related, or is required for progress toward a law-enforcement related degree.
3. The officer has received prior approval from the Chief of Police prior to enrollment.
4. The Education Assistance Reimbursement Agreement, as identified, in the Personnel Rules and Regulations for the Village of Lake in the Hills related to the Educational Assistance Program, has been executed by all required parties.

To qualify for reimbursement under this Section, the officer must provide receipts for tuition expenses and a grade report showing that the course work was satisfactorily completed with a final grade of "B" or above. All tuition reimbursement is subject to the availability of funds as provided in the annual budget.

Employees who resign within one year of completing a course under this program will be required to reimburse the Village's share of the costs reimbursed in the twelve (12) months preceding termination.

## ARTICLE IX VACATIONS

### **Section 9.1. Purpose**

Vacations are provided to officers for rest, recreation and for personal and emergency purposes..

### **Section 9.2. Eligibility and Allowances**

New employees begin to accrue vacation time credits in the first full calendar month of full-time employment at the rate of .83 days of vacation per month. Vacation time accrued may only be used after the beginning of the next calendar year. Employees continue to accrue .83 days of vacation per month until the employee's 4th year employment anniversary date. Beginning with the next full calendar month following said anniversary date, the employee accrues 1.25 days of vacation per month. Beginning with the next full calendar month after the employee's 11<sup>th</sup> anniversary date, the employee accrues 1.66 days of vacation per month. Beginning with the next full calendar month after the employee's 18<sup>th</sup> year anniversary date, the employee accrues 2.08 vacation days per month. Beginning with the next full calendar month after the employee's 25<sup>th</sup> anniversary date, the employee accrues 2.50 days of vacation per month. Annual accruals shall be rounded up to the nearest hour. (Note: Vacation accrual rates are based upon the employee's anniversary date and the administration of earned vacation time is based upon the calendar year, with employees expending vacation time which they accrued in the previous calendar year.).

| Years | Days per Month | Days per Year |
|-------|----------------|---------------|
| 1-4   | 0.83           | 9.96          |
| 5-11  | 1.25           | 15            |
| 12-18 | 1.66           | 19.92         |
| 19-25 | 2.08           | 24.96         |
| 26+   | 2.66           | 30            |

### **Section 9.3. Vacation Selection**

The time at which an officer shall take his vacation and the length of said vacation leave shall be subject to the approval of the Chief of Police or his designee with due regard to the wishes of the officer and particular regard for the needs of the Village services. Vacations shall be selected on a seniority basis, in one week blocks, with the most senior full-time sworn officers, whether or not they are members of the bargaining unit, selecting their vacations first and so on until all officers have had an opportunity to schedule one week's vacation. Officers covered by this Agreement shall be entitled to select any available vacation slots, so long as the selection does not affect minimum staffing requirements for that officer's shift. Employees who do not select a period for accrued vacation time during the selection period, as identified by the Chief of Police, will be able to submit, during the remaining calendar year, a request for a vacation block consisting of 1 day increments, with said requests being honored on a first come first served basis as needed and allowed.

Covered employees will be provided with a projected schedule for the following year on November 15<sup>th</sup>. Such projected schedule will be used by the covered employees to select their vacation periods.

#### **Section 9.4. Vacation Carryover**

Police officers shall be entitled to carryover accumulated vacation time from year to year, up to a maximum of 40 hours. The Chief of Police or designee shall have the right to deny vacation carryover, should extenuating circumstances exist.

#### **Section 9.5. Intentionally Omitted**

#### **Section 9.6. Emergencies**

The Parties agree that an exception to the advance approval requirement as provided in Section 9.4 hereinabove, shall exist for "emergencies;" however, in such situations, the officer must notify the Chief of Police (or his designee) as soon as possible as to the emergency and the expected duration of the absence. This notice must be given no later than one (1) hour following the emergency event. As soon as possible after return to duty, the officer must explain the reason for the emergency to the Chief of Police (or his designee), and present documentation, where possible, of the emergency event. The Chief of Police (or his designee) shall then approve or disapprove the leave as requested. When the request is disapproved, the absence may be recorded as leave without pay (hereinafter referred to as "LWOP") or absent without leave (hereinafter referred to as "AWOL"), all at the discretion of the Chief of Police. If the Chief of Police determines that the affected officer is AWOL, that officer may be subject to discipline, up to and including discharge.

#### **Section 9.7. Approval/Disapproval**

The Chief of Police or designee shall have the responsibility for approving or disapproving the application for vacation. The Chief of Police or designee shall approve or deny any officer's vacation request within fourteen (14) days of the date of the request, and shall not unreasonably deny any officer's vacation request. In the event that he shall fail to approve an application for leave, the application shall be returned to the particular officer with the reasons for disapproval set forth in writing. All leave request forms shall be retained by the Chief of Police or designee for two (2) years from the date the leave was taken or disapproved.

**ARTICLE X  
HOLIDAYS**

**Section 10.1. Holiday observance**

~~The following eleven (11) dates shall be observed as paid holidays by the Police Department and all police officers who have satisfied the aforementioned prerequisites, namely:~~

~~New Year's Day ————— Thanksgiving Day~~

|                  |                              |
|------------------|------------------------------|
| President's Day  | Friday after Thanksgiving    |
| Memorial Day     | Christmas Eve (1/2 day)      |
| Independence Day | Christmas Day                |
| Labor Day        | New Year's Eve Day (1/2 day) |
| Veteran's Day    |                              |

~~Each officer covered by this Agreement shall receive eight hours (8) straight time pay as compensation for the holidays enumerated herein with the exception of Christmas Eve and New Year's Eve for which they will receive four (4) hours of straight time pay as compensation.~~

~~In addition, each officer covered by this Agreement shall receive two (2) paid floating holidays (12 hours each) to use at the officer's discretion, with the approval of the Chief of Police or designee. For new employees, the two floating holidays will be awarded on a prorated quarterly basis, as demonstrated by the table below:~~

| Hire Date                     | Floating Holidays Awarded |
|-------------------------------|---------------------------|
| January 1 through March 31    | 1.5                       |
| April 1 through June 30       | 1.0                       |
| July 1 through September 30   | 0.5                       |
| October 1 through December 31 | 0.0                       |

Employees shall receive the following holidays:

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- ½ Day Christmas Eve
- Christmas Day
- ½ Day New Year's Eve

Employees are eligible for holiday pay upon date of hire. Each officer covered by this Agreement shall receive eight (8) hours straight time pay as compensation for the holidays enumerated herein with the exception of Christmas Eve and New Year's Eve for which they will receive four (4) hours straight time pay as compensation.

Observance of holidays shall be on the day they occur. Officers working on one of the enumerated holidays will be paid in accordance with Section 10.2 Holiday Pay. However, if a holiday falls on a Sunday, it shall be observed on the following Monday; if a holiday falls on a Saturday, it shall be observed on the preceding Friday. If the Christmas and New Year's holidays fall on a Monday, the ½ day Christmas and New Year's Eve holidays shall be taken on the preceding Friday. If the Christmas and New Year's holiday fall on Saturday, the ½ day Christmas and New Year's Eve holidays shall be taken on the preceding Thursday. Officers assigned to work a schedule in which they are given the enumerated holidays off will have observance of the holiday on the day they occur, with the exception of holidays falling on Saturday or Sunday, or and, in the case of Christmas Eve and New Year's Eve, Monday in the case of Christmas Eve and New Year's Eve. If a holiday falls on a Sunday, it shall be



observed on the following Monday; if a holiday falls on a Saturday, it shall be observed on the preceding Friday. If the Christmas and New Year's holidays fall on a Monday, the ½ day Christmas and New Year's Eve holidays shall be taken on the preceding Friday. If the Christmas and New Year's holiday fall on Saturday, the ½ day Christmas and New Year's Eve holidays shall be taken on the preceding Thursday.

-Employees will not be allowed to carry over or be reimbursed for any unused holidays.

Any employee who wishes to take a day off in order to conform with that employee's religious beliefs, in addition to the holidays listed, may, without prejudice, take the day off as a vacation day, a personal day, or a day without pay, provided that he or she has given prior notice to the Chief of Police (or his designee).

### **Section 10.2. Holiday Pay**

Should an officer be required to work on one of the enumerated holidays, that officer shall be paid at the rate of one and one-half (1 1/2) times said officer's regular rate of pay for all hours worked on that holiday, in addition to the compensation set forth in Section 10.1. For purposes of this section and to address holiday shifts that continue into the following day, Holiday Pay is applied based upon the shift start time on the enumerated holiday and ends at the conclusion of the assigned officer's shift. Covered employees may take said compensation as pay or as compensatory time to be used pursuant to this Agreement.

### **10.3. Personal Time**

Each employee covered by this Agreement shall receive, in addition to all other paid days off set forth herein, one personal day (12-hours) per calendar year to use at the officer's discretion, subject to the approval of the Chief of Police. In addition to all other paid days off, each regular, full-time employee shall receive sixteen (16) hours per calendar year to use at his or her discretion, subject to the approval of the Chief of Police or designee. All personal time must be used by the end of each calendar year and cannot be carried over to the next. For new hires, The sixteen additional hours are awarded on a -prorated quarterly basis, based on date of hire for the first calendar year, as outlined below:;

| <u>Hire Month</u>         | <u>Personal Hours Earned</u> |
|---------------------------|------------------------------|
| <u>January – March</u>    | <u>16</u>                    |
| <u>April – June</u>       | <u>12</u>                    |
| <u>July – September</u>   | <u>8</u>                     |
| <u>October - December</u> | <u>4</u>                     |

An additional sixteen (16) hours

## ARTICLE XI INSURANCE AND RELATED HEALTH BENEFITS

### **Section 11.1. Health Insurance**

The Village agrees to provide Health Insurance for all police officers and their dependents during the term of this Agreement unless the officer has chosen to participate in the Village's health insurance waiver program. The Village will pay premium costs for each officer and his/her dependents' health insurance coverage at the same percentage that it pays for any other full-time Village employees. Each police officer will pay the remaining premium costs to the same extent as required of any other full-time Village employee.

The Parties acknowledge that the Village may change benefit levels and deductibles or change insurance plans, ~~so long as any subsequent insurance plan provides substantially the same coverage as the current plan~~ so long as any subsequent insurance plan(s) and premium contribution(s) is the same generally as offered to non-bargaining unit employees, eligible for health insurance benefits.

### **Section 11.2. Life Insurance**

The Village agrees to provide a group life insurance policy in an amount at least equal to the officer's annual salary, for each officer covered by this Agreement.

## **ARTICLE XII SICK LEAVE**

### **Section 12.1. Purpose**

The purpose of sick leave is to provide the officer with protection against loss of income due to personal sickness or injury, or for the purpose of obtaining medical (including dental or optical) examination or treatment. Sick leave may be used in 15 minute increments and only for the following reasons:

- a. Any non-occupational personal illness or injury.
- b. Quarantine for contagious disease.
- c. Serious illness of any member of the employee's immediate family when it can be shown that the employee's presence is necessary. "Immediate family" is defined as spouse, father, mother, child, sister, brother, father- or mother-in-law.
- d. Medical or dental appointments which cannot be scheduled outside normal work hours subject to the approval of the Chief of Police or his designee.
- e. Funeral services for any member of the employees extended family. (Extended family member is defined as a person related to the employee to the second degree by either blood or marriage, including, but not limited to, aunts, uncles, cousins, nieces, nephews, great aunts and great uncles, and great grandparents. (For this specific use the use of sick time is limited to two days).

### **Section 12.2. Accrual and Crediting of Sick Leave: In General**

All full-time officers shall earn ninety-six (96) hours of sick time per year, earned at a rate of eight (8) hours per full calendar month worked. Officers shall be entitled to carry over a maximum of fifty-six (56) hours to the following year.

### **Section 12.3. Restrictions on Sick Leave Usage**

Any covered officer on sick leave shall take whatever steps are medically necessary to remedy his or her condition and shall not engage in social or commercial pursuits unless specifically authorized to do so by his/her physician. Any officer who engages in commercial or social pursuits on a sick day shall provide, upon request, proof of compliance with this provision.

### **Section 12.4. FMLA and Doctor's Certifications**

FMLA certification forms are required for absences in excess of three (3) days in succession. Any time the Chief of Police has reason to believe that the sick leave is being abused, a request for a doctor's certification may be required. When a doctor's certification is requested and not provided, the absence will be considered a non-authorized absence.

### **Section 12.5. Sick Leave Carryover and Sell-back**

A maximum of forty (40) hours will be paid back at the end of the calendar year. The pay shall be at that officer's straight time hourly rate of pay at the time of reimbursement. Hours taken as sick time are removed first from the forty (40) reimbursable hours. A maximum of fifty-six (56) hours annually can be carried over to the next year. All employees having accumulated at least 20 years of eligible service credit with the Lake in the Hills Police Pension Fund or the Illinois

Municipal Retirement Fund, will be paid 50 percent of the value for any accrued sick time upon separation of employment. The value of accrued sick hours is calculated at the officer's straight time hourly rate of pay at the time of retirement, not including disability retirement.

**Section 12.6. Personal Days**<sup>[MF3]</sup>

~~Each employee covered by this Agreement shall receive, in addition to all other paid days off set forth herein, one personal day (12 hours) per calendar year to use at the officer's discretion, subject to the approval of the Chief of Police.~~

## **ARTICLE XIII LEAVES OF ABSENCE**

### **Section 13.1. Maternity Leave: In General**

Maternity absence is not a separate type of leave. The parties agree that all policies and procedures generally applied to disability leave shall also apply to absence for maternity reasons. The term "pregnancy," as used in this Agreement refers to a condition which eventually requires the officer to be absent from the job because of incapacitation. For leave purposes, a period of absence covering pregnancy and confinement is to be treated like any other condition, which incapacitates the officer from the performance of duty. As a means of accommodating this temporary incapacitation, appropriate leave shall be made available to the affected employee.

### **Section 13.2. Maternity Leave Benefits**

Maternity absences may be a combination of sick leave, and annual leave, in the following particulars:

- a. Sick leave to the extent available, may be used to cover the time required for physical examinations and periods of disability; and,
- b. Annual leave or LWOP may be used to cover absence necessitated for reasons such as (i) the need for a period of adjustment following birth and recuperation; or, (ii) the need to make arrangements for the care of the child or children. Such leave will be granted only if requested by the officer and approved by the Chief of Police.

### **Section 13.3. Maternity Leave Procedures**

An officer shall inform the Chief of Police as soon as possible of the officer's intention to request maternity leave. The request shall provide the reasons, indicate the type of leave desired, set forth approximate dates, and express an opinion as to the anticipated duration so as to allow the Chief of Police adequate time to prepare for any staffing adjustments, which may be necessary. The length of absence from duty is a matter requiring joint involvement from the officer, her physician and the Chief of Police. In the event that the officer requests light duty or temporary reassignment, the provisions of Section 15.9 of this Agreement shall apply. All such requests, shall be accompanied by appropriate medical recommendations.

### **Section 13.4. Absence for Paternity Reasons**

A male officer may request only annual leave or LWOP for the purposes of assisting or caring for his minor child, children or spouse, while she is incapacitated for maternity reasons. Each leave request shall be considered on its own merit and shall be approved provided such approval is consistent with other situations where leave is requested due to incapacitation of said officer's spouse.

### **Section 13.5. Civil Duty**

Officers covered by this Agreement shall receive full pay for any time lost while serving on jury duty or as a witness. The Village shall comply with all applicable state law with respect to the scheduling of officers required to serve civil duty. Any fees, including but not limited to jury

duty fees or subpoena fees, received from the court or any other party by an employee, exclusive of travel allowance, shall be endorsed over to the Village in order for the employee to receive full pay for any time served.

### **Section 13.6. Education**

Officers covered by this Agreement may be granted special leave at full pay in order to permit the officer to take courses of study which will better enable the officer to perform his or her duties.

### **Section 13.7. Military Leave**

Officers covered by this Agreement may be granted up to two weeks of military leave, without pay, in any fiscal year for reserve or special training encampments. This leave shall not be charged against vacation or sick days.

Any officer inducted into the United States armed forces may be considered as being on leave without pay during the duration of his/her service. For a period of 90 days following the officer's honorable discharge, that officer may request full reinstatement without loss of seniority, provided the officer still meets the requirements of his/her former position.

### **Section 13.8. Leave Without Pay**

Employees may submit a written request to the Chief of Police for an unpaid leave of absence. Such leave shall be without loss of prior earned seniority and may be for the following reasons:

1. Personal or immediate family member (as defined in Section 12.1) illness; or
2. Completing education.

The Chief of Police may grant a leave of absence for up to 60 days. The Chief of Police will present requests along with a recommendation to the Village Board for consideration of an unpaid leave of absence for 61 days or more up to one year. Covered employees must use any accrued or remaining sick time (if applicable), personal time, floating holidays, compensatory time, and vacation time before the unpaid leave period begins. Such leave may be without loss of prior earned seniority. However, the employee's seniority and other benefits will not accrue during the period of unpaid leave except for group health coverage through COBRA. Further, employees considering a leave of absence must be aware that the Village will not guarantee to hold their job open for them during the period of the leave. There is no assurance of reinstatement to employment in any capacity at the conclusion of the leave. If there is an open position for which the employee is qualified at the conclusion of his or her leave, the employee, along with all other qualified candidates, may be considered for the position.

### **Section 13.9. Bereavement Leave**

An employee covered by this Agreement shall be entitled to ~~up to three (3) paid days~~ bereavement leave, ~~upon the death of an immediate family member as defined prescribed~~ by the Personnel Rules and Regulations of the Village.

~~Reference the Village Personnel Rules and Regulations.~~

## **ARTICLE XIV WAGES**

### **Section 14.1. Wage Schedule**

During the term of this Agreement, officers shall be compensated for work as set forth in the attached Appendix A. Each officer covered by this Agreement shall receive a single check constituting retroactive pay for all hours worked during that period. (See Appendix A, attached). All wages ~~and wage-related benefits~~ for hours actually worked by the officer shall be retroactive to ~~May 1, 2018~~ May 1, 2021.

Each bargaining unit member who is at the maximum pay for the position and has remained at maximum pay for the prior year shall receive a longevity bonus of \$1500 on the pay cycle following the employee's anniversary and each year thereafter. Longevity bonus payments shall not count towards base pay for overtime or pension benefits.

### **Section 14.2. Dual Career Ladder Program**

Nothing in this Agreement shall prevent the Chief of Police from implementing a Dual Career Ladder program, which may contain provisions for annual bonuses to officers successfully participating in said program.

### **Section 14.3. Officer in Charge Compensation**

Patrol Officers assigned as Officers in Charge shall receive, in addition to their regular compensation, one (1) hour of compensatory time for each full shift worked as Officer in Charge. Covered employees shall not be considered an Officer in Charge for purposes of this section where a member of the supervisory staff remains on-duty and available via radio or telephone, even when said sergeant may be outside the Village limits. An Officer in Charge who is scheduled to work a shift other than their normal shift shall be paid two (2) hours of compensatory time.

### **Section 14.4. Step Placement for New Employees**

The Village at its sole discretion may determine the pay rate for newly hired employees, based on previous law enforcement experience. If in the exercise of that discretion, the Village determines that a newly hired employee shall be compensated at a rate higher than the beginning rate, it may do so.



**ARTICLE XV**  
**LIGHT MODIFIED**  
**DUTY**

**Section 15.1. Work Schedule for ~~Light Modified~~ Duty**

~~At the Chief's discretion and given the availability of work to satisfy light duty assignments, any officer who is injured and unable to perform the required duties of his or her position, but can perform work of a less strenuous nature, shall be assigned to work light duty, provided that he has obtained (and presented to the Chief of Police) a letter of approval from his physician. Each request for light duty will be evaluated on a case-by-case basis. Light duties shall consist of those tasks assigned by the Chief of Police. Any officer shall be eligible for light duty for a period of not to exceed one (1) year. At the conclusion of one year, the officer must elect either disability or medical pension. Light duty shall terminate upon the individual officer's qualifying for full-time duties or electing to receive either a medical pension or disability. There shall be no pyramiding of benefits involving light duty assignments, worker's compensation or other disability. Any officer on light duty shall continue to receive all other benefits normally flowing in connection with his employment.~~

Reference the Villages Personnel Rules and Regulations, subject to the discretion and authority of the Chief of Police.

## ARTICLE XVI UNIFORMS

### **Section 16.1. Uniforms**

The Village will provide to each new officer, at the Village's expense, the uniform and equipment set forth in Appendix B as "Initial Issue". Said uniform and equipment shall be provided in a timely manner. Newly hired officers shall not receive a uniform allowance as set forth in Section 16.2 of this Agreement. The duty weapon, which shall be purchased and issued by the department to all sworn employees, shall be considered duty related equipment and not part of those items covered under the uniform allowance section of this contract.

### **Section 16.2. Uniform Allowance**

The Village shall provide each officer a uniform allowance of seven hundred dollars (\$700.00) per year as and for the purchase, maintenance, cleaning and repair of uniforms. Upon an officer's request, and in a timely manner, the Village will provide the officer with a purchase order for the purpose of purchasing any duty related items. Officers shall make his/her request for a purchase order in writing via email or other agreed upon electronic means. Purchases will be made within thirty (30) days of the purchase order request. Requests or purchases made directly by the officer placed prior to November 1<sup>st</sup> of a given year will be paid from that calendar year's allowance, regardless of when the officer actually received the items. Officers will be sent an electronic notification of their clothing allowance balance during the 1<sup>st</sup> first week of April and the 1<sup>st</sup> first week of August.

Uniforms may also be purchased at an approved uniform store as agreed upon by the Village.

Officers assigned to work plainclothes duties shall receive from the Village a uniform allowance of eight hundred dollars (\$800.00) for the purchase, maintenance, cleaning and repair of suitable clothing. Officers will submit eligible receipts to the Finance Department within 30 days of purchase and will be reimbursed within 30 days of submittal. If an officer assigned to investigations is projected to be re-assigned to a uniform position, the amount will be prorated based upon the anticipated length of time remaining in investigations.

It is the employee's responsibility to maintain the number of items originally issued in acceptable condition. If an officer is assigned to a secondary assignment, that officer, upon request, will be allowed to make purchases with his/her uniform allowance for the purpose of that assignment.

Officers are responsible for the cleaning and maintenance of their uniforms, and shall maintain a professional appearance at all times.

### **Section 16.3. Reimbursement For Property Destroyed in the Line of Duty**

The Village agrees to reimburse (to the particular officer) the actual cost of personal property damaged in the line of duty, provided that such damage has been caused as a result of a sudden, unexpected or emergency-like event.

### **Section 16.4. Body Armor**

The Village agrees to provide a bullet-proof vest to each officer covered by this Agreement within 30 days after the officer requests one, at the Village's expense. This time limitation shall

not apply when circumstances beyond the control of the Village exist that prevent meeting said time frame. The Village agrees to replace each bullet-proof vest upon the manufacturer's suggested expiration date with the cost of said vest being paid for by the Village and not charged against an employee's uniform allowance. The Village shall have the sole discretion to determine the vest to be provided however the vests shall have minimum standards of a threat level II, side ballistic panels, and a chest trauma plate. Officers who wish to use a higher threat level or different manufacturer than the Village chooses to provide, shall be entitled to do so, and shall receive reimbursement upon the purchase of said vest, up to the cost of the Village-provided vest. An officer choosing to purchase a vest other than that provided by the Village shall provide a receipt prior to being reimbursed for the purchase. The Village recognizes that the use of a bullet-proof vest is optional on the officers' part, and will not require an officer who does not request a vest to wear one.

## **ARTICLE XVII MISCELLANEOUS**

### **Section 17.1 Authority of the Police Commission**

This Agreement is not intended and shall not be construed in any manner so as to diminish or modify the statutory authority of the Police Commission; and, the parties hereto expressly recognize the authority of the Commission with respect to hiring, promoting, demoting, disciplining, and discharging of Officers.

### **Section 17.2. No Strike**

The Union agrees (on behalf of itself and the Officers for whom it speaks) not to engage in, induce, call, authorize, support, promote, condone or participate in any strike, work stoppage, intentional withholding of services, picketing of the Village of Lake in the Hills, slow-down, sit-in, "blue-flu", or "ticket-blitz", or other acts or actions having the effect of exhibiting a refusal to work at any time for any reason.

### **Section 17.3. No Lockout**

The Village will not "lockout" Officers, provided, however, that a reduction in force, curtailment of operations or any individual termination or suspension shall not be construed as a "lockout".

### **Section 17.4. No Discrimination**

Neither the Village nor the Union shall discriminate against any Officer because of race, color, creed, religion, ancestry, national origin, age, disability, sex, marital status, sexual orientation, military status, veteran status, citizenship status, arrest record, genetic testing, any other protected classes or statuses, or union affiliation. The Union agrees to represent all Officers fairly and without regard to Chapter affiliation, non-affiliation, or dis-affiliation.

### **Section 17.5. Residency**

All employees covered by this Agreement shall reside within 20 air miles from the Village unless authorization by the Chief of Police is obtained to reside beyond 20 air miles.

### **Section 17.6. Medical Examination**

Nothing in this Agreement shall prevent the Village from requiring a medical examination to determine an employee's fitness for duty, said examination to be conducted by a qualified and licensed physician or other medical professional selected by the Village. The costs for said examination shall be paid by the Village. The Village may also require any or all employees to take a complete physical exam as often as once a year, provided written notice is given to the employee(s) prior to the examination with reasons for said examination.

### **Section 17.7. Employee Alcohol and Drug Testing**

- A. The Village shall have the right to require an employee to submit immediately to alcohol or drug testing on a specified situation basis, as outlined below, if the Village has reasonable cause to believe:

1. An employee is being affected by the use of alcohol while on duty;
2. An employee has abused prescription drugs while on duty;
3. An employee has used illegal drugs.

B. The Village shall have the right to require an employee to submit immediately to alcohol or drug testing the following situations:

1. If an employee is involved in a motor vehicle accident or otherwise damages Village or personal property while in the performance of his duty;
2. If an employee is injured or injures another while in the performance of his duty;
3. If an employee is to be promoted to a higher paying position or recalled from layoff;
4. If an employee has experienced excessive absenteeism or tardiness under circumstances giving rise to a reasonable suspicion of off-duty drug or alcohol abuse.

C. Random Drug Testing Policy & Procedures

### 1. SCOPE

This provision applies to all employees of the Lake in the Hills Police Department. The tests will be administered under S.A.M.S.H.A (Substance Abuse Management Safety & Health Administration) custody collection standards. (Formerly N.I.D.A.)

### 2. DEFINITIONS

a. Employees: All Police Department employees of the Lake in the Hills Police Department.

b. Health Services:

Services will be provided by an independent vendor mutually agreed upon by the Village of Lake in the Hills and the Metropolitan Alliance of Police. Agreement to the Village's selection of vendor shall not be unreasonably withheld. The current services (which may be subject to change, provided both parties are in agreement) are provided by:

- i. Northwestern Medicine
- ii. Laboratories (specimen screening) – Provided through Northwestern's vendor
- iii. MRO – Provided through Northwestern Medical

c. Drugs: The below listed controlled substances, the possession or use which is unlawful. Drugs for the purposes of this policy does not include use by prescription or other uses authorized by law, but does include cannabis/marijuana, even if otherwise authorized by law. Drugs to be tested will be limited to the following drugs or classes of drugs:

- Amphetamines, e.g., exedrine, speed, ice, crank, uppers.
- Barbiturates, e.g., downers, seconal, nembutal, amytal.
- Benzodiazepines, e.g., dalmane, librium, valium.
- Cocaine metabolites
- Marijuana metabolites

- Methadone
- Methaqualone, e.g., quaaludes.
- Opiate metabolites.
- Morphine
- Codeine
- Heroin
- Phencyclidine, e.g., PCP, angel dust.
- Propoxyphene
- Gluthithmide
- Phenmetrazine
- LSD
- Mescaline
- Steroids
- Psilocybin – Psilocin
- MDA
- Chloral Hydrate.
- Methylphenidate
- Hash
- Hash Oil

- d. The initial testing levels for ng/ml levels shall be as defined by S.A.M.S.H.A.
- e. MRO: Medical Review Officer as designated by Health Services. Positive tests will be reviewed by the MRO at Health Services for final determination of results. This determination will be communicated directly from the MRO to the Chief of Police. Before a positive test is reported to the employer, the hospital or lab will have the results reviewed by the MRO, who will verify the existence of a valid prescription or conflict, which might result in a false positive. If the MRO determines that there is a valid reason for a false positive, the results will be reported to the employer as negative and final.
- f. Use: Will mean a positive result, which is verified by the MRO review and confirmation and indicates the presence of the drug or its metabolites as indicated in the initial concentration levels.

### **3. POLICY**

The work place will be free from the manufacture, distribution, possession and use of drugs and the abuse of controlled substances. The Lake in the Hills Police Department will meet the requirements of the Drug Free Work Place Act.

### **4. TESTING**

Random Drug Testing: On a periodic basis, but no more than twelve (12) times annually, an employee will be randomly tested. All employees within the police department, including command staff, will be included in a random draw. Up to, but no more than twelve (12), employees will be drug tested (from the random draw) within the Village of Lake in the Hills' Fiscal Year. The employee(s) for the random drug testing will be chosen by the medical facility. The facility will contact the Chief of Police and/or the Division Chief who in return will contact each individual, while the employee is on duty, whose name is drawn to advise them of the test. Employees will submit to the test immediately upon notice from their supervisor. Employees will be allowed to take the test in civilian clothing. If an employee chooses to wear civilian clothes during the testing, he/she must have the change of clothes available at the Department. Employees will not be allowed to delay the process to

obtain clothing or to change anywhere other than the Police Department.

Before a drug test is administered, employees will be asked to sign a consent form authorizing the test and permitting release of the result to those municipal officials with a need to know. The consent form shall provide space for employees to acknowledge that they have been notified of the drug testing provisions of this Agreement and applicable Village policies. Employees may at this time provide a list of medications that he or she has recently used. The list of medications, if provided, shall be sealed and held as confidential until there has been a positive test result. In the event of a confirmed positive test result, the list of medications shall only be disclosed to the medical official who will determine whether the positive result was due to the lawful use of any of the listed medications. Employees may choose to provide such a list after being notified of a confirmed positive result.

The consent form shall also set forth the following information:

- The procedure for confirming an initial positive test result.
- The consequence of a confirmed positive test result.
- The right to explain a confirmed positive test result and the appeal procedure available.
- The consequences of refusing to undergo a drug test.

An employee who refuses to consent to a drug test when reasonable suspicion of drug use has been identified is subject to disciplinary action up to and including termination of employment.

Usual and accepted practices for the collection and preservation of urine samples shall be followed. A similar amount of the sample shall be set aside and preserved for later testing if requested by the employee or the Chief of Police. All samples shall be preserved in accordance with Section 40.99 of Subpart F-Drug Testing Laboratories of Part 40-Procedures for Transportation Workplace Drug and Alcohol Testing Program effective August 1, 2001, which provides for the extension of preservation of the split samples.

If a test is positive, the reserved sample shall be held according to the policy and procedures set forth by the laboratory. The methods employed in the collection of samples for testing shall be reasonable and provide for security of the sample and its protection from adulteration. Reasonable attention shall be given to an employee's need for privacy during the collection of urine samples, to ensure that the testing is done in an appropriate setting and to ensure that the integrity of the test sample is not compromised. The Chapter will be provided with an annual list of police department employees tested in the random drug tests (e.g., 5-1-02: Non-Patrol Officer, 6-1-02: Patrol Officer).

With two (2) working days after the test is administered, the employee may request a meeting with the Chief of Police, with or without Union representation. At any such meeting, the employee may raise issues relating to the testing. The employee shall also have a one-time only option at this meeting to admit to a problem and to seek assistance through the Village's

Employee Assistance Program (EAP) outlined below.

The first positive test will result in disciplinary action as the Chief of Police deems appropriate (except for termination) provided the officer has initiated a meeting with the Chief of Police within two (2) working days after the test has been administered. The first positive test will also result in a mandatory assignment to the Village EAP, with follow-up testing as outlined in Section 5(B) below.

Any second positive test may result in the Chief of Police seeking the employee's termination.

Nothing in this Section shall be construed to waive any covered employee's (excluding probationary employees) right to be heard on matters of discipline before the Village of Lake in the Hills Board of Police Commissioners. If a member of the Lake in the Hills Police Department is assigned to the ~~North Central McHenry County~~ Narcotics Task Force or similar task force and a random drug testing policy exists for that task force, the Lake in the Hills Police Department member shall be tested in accordance with that policy. If no drug testing policy exists for the applicable task force, he will be tested in accordance with this policy. In any event, upon return to duty with the Lake in the Hills Police Department after having served on a task force, a drug test shall occur within thirty days. Future task force members shall be informed of this policy prior to assignment and acceptance to the task force- ~~(NCTF task force members as of the date this contract ratification shall be excluded).~~

## **5. REHABILITATION**

First positive test requires mandatory participation in and successful completion in the Village Employee Assistance Program (EAP) or other program approved by the employee's current health provider. During the participation of the EAP treatment, the employee will be placed on FMLA leave and will be required to utilize his/her benefits hours in the following order:

- a. Sick Time, Vacation Time, Comp Time and then Personal Days. Once the employee has exhausted all his/her benefit hours, he/she will then go on unpaid leave until cleared from the program.
- b. Once approved to return to work by the case manager at the EAP or other program, the employee may be tested up to twelve (12) times during the twenty-four (24) months following the officer's return to work.
- c. Employees will be responsible for the entire cost of the treatment program and follow up random drug testing costs not covered by their insurance.
- d. Refusal to participate in the EAP or other approved program may result in disciplinary action up to termination.

## **6. VOLUNTARY REQUESTS FOR ASSISTANCE**

The Chief of Police shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug abuse or



dependency problem prior to any type of testing. The Chief of Police may require the employee to be evaluated by a substance abuse professional to determine fitness to return to duty or assignment. For the purposes of this Section, “voluntary treatment, counseling or other support” means help sought by an employee prior to an observation by a member of the Police Department of facts giving rise to a reasonable suspicion, prior to any misconduct on or off duty which causes him to come to the attention of a law enforcement agency or an internal inquiry by the Department, or the employee seeking a one time only option to admit such a problem following testing. The Village may make available through an Employee Assistance Program a means by which an employee may obtain referrals and treatment. Voluntary requests for assistance will be handled in a confidential manner. Any employee who voluntarily seeks assistance with problems related to prescribed drugs or alcohol shall not be subject to any disciplinary action by reason of such request for assistance as long as the request for assistance was made prior to any notification of a random drug test, or reasonable suspicion process.

## **7. CONFIDENTIALITY**

All test results are held in confidence in accordance with privacy laws. They will be stored in the Village of Lake in the Hills' Human Resources Coordinator's files, separate from regular personnel files.

## **8. UPDATES**

This policy will be updated as necessary upon agreement in writing from both the Chapter and the Village.

## **9. POLICY VIOLATIONS**

Violations of this policy may subject covered employees to disciplinary action up to and including termination as provided above.

Nothing in this policy can be construed to limit the authority of the Chief of Police or his designee to require a non-random drug test for cause.

### **Section 17.8. Possession/Use of Controlled Substances**

1. Possession and/or use on-duty of controlled substances, except with the approval and guidance of a licensed physician of Illinois and with the knowledge and authorization of the Chief of Police, if required, is hereby prohibited. At no time may an employee of the Department use or be under the influence of a controlled substance where such use or influence impairs or compromises the efficiency and integrity of the Department.

2. DEFINITION

Controlled Substance shall ~~be defined as include, without limitation,~~ cannabis/marijuana and is otherwise defined as a drug, substance, or immediate precursor in the Schedules of Article II of the Illinois Controlled Substances Act or any psycho-trophic medication that requires the prescription of a licensed medical practitioner.

### 3. POLICY

At the time any prescription has been written to an employee, it is incumbent on the employee to make inquiry of the physician as to the possible side effects.

- A. If an employee is prescribed a drug or controlled substance that may have possible side effects that include but not be limited to; potentially impairing their judgment, cognitive abilities, reaction time, driving skills, or performance abilities while the employee is on-duty the employee will secure documentation from the physician which shall indicate:
  - 1. Whether ingesting the prescription prior to reporting for duty or during working hours may negatively affect the ability to perform the essential functions of the employee's job.
  - 2. Whether timely ingestion (i.e., if medication must be taken once a day, taking it after the tour of duty) would mitigate the effects of the drug and allow the employee to remain at full duty.
  
- B. Employees shall notify the Chief of Police via email as soon as practicable after being prescribed a controlled substance, but prior to the start of the employee's next duty assignment, only if they have been prescribed a controlled substance that will have negative side effects that cannot be mitigated as outlined above. The memo or email shall include the following information;
  - 1. The prescriptions start date and end date, the impairments, and a copy of the prescription drug information form will be attached.
  
- C. Employees shall notify the Chief of Police via email as soon as practicable after being prescribed a psychotropic medication, but prior to the start of the employee's next duty assignment. The memo or email shall include the following information;
  - 1. The prescriptions start date and end date, the impairments, and a copy of the prescription drug information form will be attached. The Department may require that the employee secure further documentation from the treating physician that the employee is being closely monitored and that the medication therapy is not impairing their judgment, cognitive abilities, reaction time, driving skills, or performance abilities.

**Section 17.9. Ratification And Amendment**

This Agreement shall become effective when ratified by the Union and the Village of Lake in the Hills. Said Agreement may be amended and modified (during this term) only with mutual written consent of both parties.

**Section 17.10. Savings Clause**

In the event any Article, section, subsection or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific Article, section, subsection or portion thereof directly specified in the decision or order. Upon the issuance of such decision or order, the parties agree to immediately negotiate a substitute for the invalidated article, section, subsection or portion.

**Section 17.11. Entire Agreement**

This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between the parties for its term: It supersedes and cancels all prior practices and Agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the Employer as provided in the management rights clause, (Article II of this Agreement). The parties acknowledge that during the negotiations process (leading to the formation of this Agreement), each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not already determined by law and that the understandings and agreements expressed herein were reached after the fullest exercise of each parties' rights herein. The Union specifically waives any right it may have to impact or "effects" bargaining for the life of this Agreement.

**Section 17.12. Termination in 202~~14~~**

This Agreement shall be effective as of the first day of May 2021, and shall remain in force and effect until April 30, 2024. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not less than one hundred and twenty (120) days prior to the termination date to the effect that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the termination date. This Agreement shall remain in full force and be effective during the negotiations and up to and until a new employment Agreement has been reached between the Parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2021, intending to be legally bound thereby.

METROPOLITAN ALLIANCE OF POLICE  
Lake in the Hills Chapter #90

VILLAGE OF LAKE IN THE  
HILLS, an Illinois Municipal  
Corporation

\_\_\_\_\_  
President of Lake in the Hills  
Police Chapter #90

\_\_\_\_\_  
Chief of Police

\_\_\_\_\_  
Keith George,  
President, Metropolitan Alliance

\_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_  
Village Clerk

**APPENDIX A  
WAGES**

| <u>Years of Service</u> | <u>5/1/18—4/30/19</u> | <u>5/1/19—4/30/20</u> | <u>5/1/20—4/30/21</u> |
|-------------------------|-----------------------|-----------------------|-----------------------|
| Starting                | 57,881                | 59,328                | 60,811                |
| 1 year                  | 62,814                | 64,384                | 65,994                |
| 2 years                 | 67,748                | 69,442                | 71,178                |
| 3 years                 | 72,681                | 74,498                | 76,360                |
| 4 years                 | 77,613                | 79,553                | 81,542                |
| 5 years                 | 82,546                | 84,610                | 86,725                |
| 6 years                 | 87,479                | 89,666                | 91,908                |
| 7 years                 | 92,412                | 94,722                | 97,090                |
| 8 years                 | 97,344                | 99,778                | 102,272               |

|                     | <u>3.00%</u>            | <u>3.00%</u>            | <u>3.00%</u>            |
|---------------------|-------------------------|-------------------------|-------------------------|
|                     | <u>5/1/2021</u>         | <u>5/1/2022</u>         | <u>5/1/2023</u>         |
| <del>Starting</del> | <del>\$62,635.33</del>  | <del>\$64,514.39</del>  | <del>\$66,449.82</del>  |
| <del>1</del>        | <del>\$67,973.82</del>  | <del>\$70,013.03</del>  | <del>\$72,113.43</del>  |
| <del>2</del>        | <del>\$73,313.34</del>  | <del>\$75,512.74</del>  | <del>\$77,778.12</del>  |
| <del>3</del>        | <del>\$78,650.80</del>  | <del>\$81,010.32</del>  | <del>\$83,440.63</del>  |
| <del>4</del>        | <del>\$83,988.26</del>  | <del>\$86,507.91</del>  | <del>\$89,103.15</del>  |
| <del>5</del>        | <del>\$89,326.75</del>  | <del>\$92,006.55</del>  | <del>\$94,766.75</del>  |
| <del>6</del>        | <del>\$94,665.24</del>  | <del>\$97,505.20</del>  | <del>\$100,430.35</del> |
| <del>7</del>        | <del>\$100,002.70</del> | <del>\$103,002.78</del> | <del>\$106,092.86</del> |
| <del>8</del>        | <del>\$105,340.16</del> | <del>\$108,500.36</del> | <del>\$111,755.38</del> |

| <u>Years of Service</u> | <u>4/30/21</u> | <u>5/1/21-4/30/22</u> | <u>5/1/22-4/30/23</u> | <u>5/1/23-4/30/24</u> |
|-------------------------|----------------|-----------------------|-----------------------|-----------------------|
| Starting                | \$60,811       | \$62,331              | \$63,890              | \$65,487              |
| Year 1                  | \$65,994       | \$67,644              | \$69,335              | \$71,068              |
| Year 2                  | \$71,178       | \$72,957              | \$74,781              | \$76,651              |
| Year 3                  | \$76,360       | \$78,269              | \$80,226              | \$82,231              |
| Year 4                  | \$81,542       | \$83,581              | \$85,670              | \$87,812              |
| Year 5                  | \$86,725       | \$88,893              | \$91,115              | \$93,393              |
| Year 6                  | \$91,908       | \$94,206              | \$96,561              | \$98,975              |
| Year 7                  | \$97,090       | \$99,517              | \$102,005             | \$104,555             |
| Year 8                  | \$102,272      | \$104,829             | \$107,450             | \$110,136             |

|          |           | 2.25%     | 2.25%     | 2.25%     |
|----------|-----------|-----------|-----------|-----------|
|          | 4/30/2021 | 5/1/2021  | 5/1/2022  | 5/1/2023  |
| Starting | \$60,811  | \$62,179  | \$63,578  | \$65,009  |
| 1        | \$65,994  | \$67,479  | \$68,997  | \$70,550  |
| 2        | \$71,178  | \$72,780  | \$74,417  | \$76,091  |
| 3        | \$76,360  | \$78,078  | \$79,835  | \$81,631  |
| 4        | \$81,542  | \$83,377  | \$85,253  | \$87,171  |
| 5        | \$86,725  | \$88,676  | \$90,672  | \$92,712  |
| 6        | \$91,908  | \$93,976  | \$96,090  | \$98,252  |
| 7        | \$97,090  | \$99,275  | \$101,508 | \$103,792 |
| 8        | \$102,272 | \$104,573 | \$106,926 | \$109,332 |

Each employee covered by this Agreement shall receive a single check constituting retroactive pay for all hours worked during that period, as defined in Section 14.1.

## **APPENDIX B EQUIPMENT LIST**

### **Initial Issue**

- |   |   |
|---|---|
| (1) flashlight (Rechargeable Mag Light) | (1) wallet badge and wallet                 |
| (1) flashlight (small duty belt)        | (1) raincoat                                |
| (2) flashlight holder                   | (1) hat cover                               |
| (1) Ear piece                           | (4) turtleneck shirts with embroidered logo |
| (1) Off duty holster of choice          | Magazine Holder                             |
| (4) pair pants                          | Belt Keeper                                 |
| (4) long sleeve shirts                  | Asp Holder                                  |
| (4) short sleeve shirts                 | Asp (26")                                   |
| (1) leather jacket                      | Handcuff Case                               |
| (1) command jacket with zip out liner   | Handcuffs                                   |
| (1) Bates Wind Stopper Sweater          | Radio Holder                                |
| (2) ties                                | OC Holder                                   |
| (1) pair shoes                          | OC Spray                                    |
| (1) pair boots                          | Baseball Cap                                |
| (2) badges                              | Traffic Vest                                |
| (4) name tags                           | Duty Bag                                    |
| (1) tie pin                             | Clipboard                                   |
| (2) collar pins                         | Citation Holder                             |
| (1) five-star hat                       | P-Ticket Holder                             |
| (1) winter cap                          |   |
| (1) hat badge                           |   |
| (1) collapsible baton and holder        |   |
| (1) nylon pouch                         |   |

### **Duty-Related Equipment**

- Leather gear
- Leather gloves
- Flashlights
- Department-approved impact weapons
- Department-approved chemical weapons with holder
- Handcuffs/accessories
- Body Armor as defined in Section 16.4
- Flashlight traffic wand
- Any other items for duty use as approved by the Chief of Police.

**APPENDIX C**  
**UNIFORM POLICE OFFICERS DISCIPLINARY ACT**

50 ILCS 725/1 et al and as may be amended from time to time.

At the time of ratification, the Act contains the following provisions.

Sec. 1. This Act shall be known and may be cited as the "Uniform Peace Officers' Disciplinary Act".

Sec. 2. For the purposes of this Act, unless clearly required otherwise, the terms defined in this Section have the meaning ascribed herein:

- (a) "Officer" means any peace officer, as defined by Section 2-13 of the Criminal Code of 1961, as now or hereafter amended, who is employed by any unit of local government or a State college or university, including supervisory and command personnel, and any pay-grade investigator for the Secretary of State as defined in Section 14-110 of the Illinois Pension Code, not including Secretary of State sergeants, lieutenants, commanders or investigator trainees. The term does not include crossing guards, parking enforcement personnel, traffic wardens or employees of any State's Attorney's office.
- (b) "Informal inquiry" means a meeting by supervisory or command personnel with an officer upon whom an allegation of misconduct has come to the attention of such supervisory or command personnel, the purpose of which meeting is to mediate a citizen complaint or discuss the facts to determine whether a formal investigation should be commenced.
- (c) "Formal investigation" means the process of investigation ordered by a commanding officer during which the questioning of an officer is intended to gather evidence of misconduct which may be the basis for filing charges seeking his or her removal, discharge or suspension in excess of 3 days.
- (d) "Interrogation" means the questioning of an officer pursuant to the formal investigation procedures of the respective State agency or local governmental unit in connection with an alleged violation of such agency's or unit's rules which may be the basis for filing charges seeking his or her suspension, removal, or discharge. The term does not include questioning (1) as part of an informal inquiry or (2) relating to minor infractions of agency rules which may be noted on the officer's record but which may not in themselves result in removal, discharge or suspension in excess of 3 days.
- (e) "Administrative proceeding" means any non-judicial hearing which is authorized to recommend, approve or order the suspension, removal, or discharge of an officer.



Sec. 3. Whenever an officer is subjected to an interrogation within the meaning of this Act, the interrogation shall be conducted pursuant to Sections 3.1 through 3.11 of this Act.

Sec. 3.1. The interrogation shall take place at the facility to which the investigating officer is assigned, or at the precinct or police facility which has jurisdiction over the place where the incident under investigation allegedly occurred, as designated by the investigating officer.

Sec. 3.2. No officer shall be subjected to interrogation without first being informed in writing of the nature of the investigation. If an administrative proceeding is instituted, the officer shall be informed beforehand of the names of all complainants. The information shall be sufficient as to reasonably apprise the officer of the nature of the investigation.

Sec. 3.3. All interrogations shall be conducted at a reasonable time of day. Whenever the nature of the alleged incident and operational requirements permit, interrogations shall be conducted during the time when the officer is on duty.

Sec. 3.4. The officer under investigation shall be informed of the name, rank and unit or command of the officer in charge of the investigation, the interrogators, and all persons present during any interrogation except at a public administrative proceeding.

Sec. 3.5. Interrogation sessions shall be of reasonable duration and shall permit the officer interrogated reasonable periods for rest and personal necessities.

Sec. 3.6. The officer being interrogated shall not be subjected to professional or personal abuse, including offensive language.

Sec. 3.7. A complete record of any interrogation shall be made, and a complete transcript or copy shall be made available to the officer under investigation without charge and without undue delay. Such record may be electronically recorded.

Sec. 3.8. Admissions; counsel; verified complaint.

- (a) No officer shall be interrogated without first being advised in writing that admissions made in the course of the interrogation may be used as evidence of misconduct or as the basis for charges seeking suspension, removal, or discharge; and without first being advised in writing that he or she has the right to counsel of his or her choosing who may be present to advise him or her at any stage of any interrogation.
- (b) Anyone filing a complaint against a sworn peace officer must have the complaint supported by a sworn affidavit.

Sec. 3.9. The officer under investigation shall have the right to be represented by counsel of his or her choosing and may request counsel at any time before or during interrogation. When such request for counsel is made, no interrogation shall proceed until reasonable time and opportunity are provided the officer to obtain counsel.

If a collective bargaining agreement requires the presence of a representative of the collective bargaining unit during investigations, such representative shall be present during the interrogation, unless this requirement is waived by the officer being interrogated.

Sec. 3.10. Admissions or confessions obtained during the course of any interrogation not conducted in accordance with this Act may not be utilized in any subsequent disciplinary proceeding against the officer.

Sec. 3.11. In the course of any interrogation no officer shall be required to submit to a polygraph test, or any other test questioning by means of any chemical substance, except with the officer's express written consent. Refusal to submit to such tests shall not result in any disciplinary action nor shall such refusal be made part of his or her record.

Sec. 4. The rights of officers in disciplinary procedures set forth under this Act shall not diminish the rights and privileges of officers that are guaranteed to all citizens by the Constitution and laws of the United States and of the State of Illinois.

Sec. 5. This Act does not apply to any officer charged with violating any provisions of the Criminal Code of 1961, or any other federal, State, or local criminal law.

Sec. 6. The provisions of this Act apply only to the extent there is no collective bargaining agreement currently in effect dealing with the subject matter of this Act.

Sec. 7. No officer shall be discharged, disciplined, demoted, denied promotion or seniority, transferred, reassigned or otherwise discriminated against in regard to his or her employment, or be threatened with any such treatment as retaliation for or by reason of his or her exercise of the rights granted by this Act.

**APPENDIX D**  
**BASIC TRAINING AGREEMENT**

**APPENDIX E**  
**SPECIALIZED TRAINING AGREEMENT**

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**APPENDIX F**  
**BODY CAMERA LETTER OF UNDERSTANDING**

This Letter of Understanding is entered into between the Village of Lake in the Hills (“Village”) and the Metropolitan Alliance of Police Chapter #90 (“Union”).

Whereas, the Village has expressed its intent to mandate officers to be video and audio recorded through the use of a body camera in a variety of circumstances;

Whereas, the Union has demanded impacts and effects bargaining over the surveillance of its members;

Whereas, the parties initiated bargaining over impacts and effects on January 25, 2021;

Now therefore, in consideration of the foregoing, the parties hereto agree as follows:

An officer will be given notice prior to him or her being the subject to Village controlled surveillance via the use of a body camera worn by that officer. An officer is generally expected to understand the policy as to when an officer’s body camera should be recording, without additional notification. However, if there is a body camera that is able to be turned on remotely, the officer will be alerted prior to the surveillance beginning and once it has concluded. Except in cases where the failure to notify the officer is a result of equipment malfunction or otherwise not attributable to the conduct of the Village, failure to do so will automatically bar the surveillance from being introduced in a disciplinary proceeding against that officer.

If the Village is in possession or control of relevant surveillance received through the use of a body camera of an officer, prior to the officer submitting to Interrogation, as defined in Section 2(c) of the Uniform Peace Officers Disciplinary Act (50 ILCS 725/1 *et seq.*), regarding the subject matter observed in the surveillance, the Village will give the officer notice of the existence of said surveillance material(s). The Village will allow the officer and Union a reasonable opportunity to observe the body camera surveillance materials prior to the end of the Interrogation. An admission or confession obtained from an Interrogation where such notice and opportunity to view were not provided is inadmissible in a disciplinary hearing; the admissibility of the actual surveillance evidence will be left to the trier of fact.

Surveillance via the body camera of an officer will not be used as the sole basis to initiate an investigation against an officer, excepting regular safety or spot check reviews. By way of example, a supervisor will not review surveillance for the purpose of trying to identify employee infractions, but if a supervisor is conducting a regular safety or spot check review, an apparent infraction may be investigated further. Generally, surveillance is meant to confirm or deny allegations (whether administrative, civil, or criminal in nature) made against an officer, but it is also proper for the Village to use surveillance for purpose of quality control (regular safety and spot checks). However, such quality control surveillance review will only be conducted by members of the management team holding the rank of Sergeant or higher.

In addition to the terms of this Letter of Understanding, the use of body cameras will comply with and be superseded by all applicable law, as may be amended from time to time. Any dispute or claim of a violation arising under this Letter of Understanding shall be resolved through the grievance provisions contained in the parties’ Collective Bargaining Agreement.

This Letter of Understanding will be effective as of the date it is executed by all of the duly authorized representatives of the parties below, and shall become an Appendix to the Collective Bargaining Agreement between the parties, understanding that nothing herein shall make the Village's body camera policy a mandatory subject or bargaining or otherwise affect management rights. Similarly, nothing herein shall affect the Union's ability to seek impacts and effects bargaining for any subsequent changes in the Village's policy or the law regarding body cameras.

The parties acknowledge that the signatures below represent official approval by the Village's appropriate authority and ratification by the Chapter's membership and Union's President.

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Metropolitan Alliance of Police Chapter #90

Village of Lake in the Hills

By: \_\_\_\_\_

By: Police Chief David Brey

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX F<sub>[DB4]</sub>**

**BODY CAMERA**

**SIDE LETTER OF UNDERSTANDING**

This Side Letter of Understanding is entered into by and between the **VILLAGE OF JUSTICE** (“Village”) and the **METROPOLITAN ALLIANCE OF POLICE JUSTICE CHAPTER # 60** (“Union”).

**WHEREAS**, the parties have engaged in collective bargaining for a successor Collective Bargaining Agreement (“Agreement”) effective January 1, 2014 through December 31, 2016;

**WHEREAS**, the Village has expressed its intent to mandate officers to be video and audio recorded through the use of a body camera in a variety of circumstances;

**WHEREAS**, the Union has demanded impacts and effects bargaining over the surveillance of its members;

**WHEREAS**, the parties initiated bargaining over impacts and effects on April 29, 2014;

**NOW THEREFORE**, in consideration of the foregoing, the parties hereto agree as follows:

An employee will be given notice prior to him or her being the subject to Village controlled surveillance via the use of a body camera. For example, if there is a body camera that is able to be turned on remotely, the employee will be alerted prior to the surveillance beginning and once it has concluded. Except in cases where the failure to notify the officer is a result of equipment malfunction or otherwise not attributable to the conduct of the Village, failure to do so will automatically bar the surveillance from being introduced before an arbitrator or any other administrative tribunal.

If the Village is in possession or control of relevant surveillance received through the use of a body camera of an employee, prior to the employee submitting to Interrogation, as defined in Section 2(c) of the Uniform Peace Officers’ Disciplinary Act (50 ILCS 725/2(c)), regarding the subject matter observed in the surveillance, the Village will give the employee notice of the existence of said surveillance material(s). The Village will allow the employee and Union a reasonable opportunity to observe the surveillance materials prior to the employee’s Interrogation. An admission or confession obtained from an Interrogation where such notice and opportunity to view were not provided is inadmissible in a disciplinary hearing; the admissibility of the actual surveillance evidence will be left to the trier of fact.

Surveillance via the body camera of a member will not be used to initiate an investigation against an officer. By way of example, a supervisor will not review surveillance for the purpose of trying to identify employee infractions. Instead, surveillance is meant to confirm or deny allegations (whether administrative civil or criminal in nature) made against a member. It is also proper for the Employer to use surveillance for purpose of quality control. However, such quality

surveillance will only be conducted by members of the management team holding a rank of Deputy Chief or higher.

~~\_\_\_\_\_ In addition to the terms of this Side Letter, the use of body cameras will comply with Public Act 099-0352. Any dispute or claim of a violation arising under this Side Letter of Understanding shall be resolved through the grievance and arbitration provisions contained in the parties' Agreement.~~

~~\_\_\_\_\_ This Side Letter of Understanding shall have the full force and effect as if set forth in the Agreement, and will be effective as of the date it is executed by all of the duly authorized representatives of the parties below.~~

~~\_\_\_\_\_ Executed this \_\_\_\_ day of 2021, after receiving official approval by the Village's appropriate authority and ratification by the Chapter's membership and Union's President.~~

**Metropolitan Alliance of Police Tinley Park  
Chapter #90**

**Village of Lake in the Hills, Illinois**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_



**APPENDIX G**  
**SIDE LETTER OF AGREEMENT**  
**DRUG TESTING FOLLOWING OFFICER INVOLVED SHOOTINGS**

The Village of Lake in the Hills (“Village”), the Metropolitan Alliance of Police Lake in the Hills Police Chapter #90, referred to herein as the (“Union”) hereby agree to the following policy to be implemented in accordance with 50 ILCS727/1-25:

1. The Union agrees that its members shall be required to abide by the Village’s Policy regarding “Officer Involved Shooting and Death” including the section that requires each officer who is involved in an officer involved shooting to submit to drug and alcohol testing, so long as such testing is required by 50 ILCS727/1-25 or any similar state law.

2. For the purpose of clarity, the parties agree that a person “involved in” an officer involved shooting is defined to mean any officer who discharged a firearm thereby causing injury or death to a person or persons. If multiple officers discharged their firearm and it is unclear whose bullet struck the person or persons, then all officers who discharged their firearm in the direction of the subject shall be required to submit to drug and alcohol testing.

~~3. The parties agree that the term “involved in” an officer involved shooting does not include officers who did not discharge their weapon, even if they were providing other forms of support and assistance during the call. Nor does the term “involved in” include officers who discharged their weapons when it is undeniably clear their projectiles did not actually strike any person or persons.~~

4. The parties agree that the provisions of the collective bargaining agreement regarding drug testing and standards for discipline shall regulate the drug testing procedures and the consequences for any positive drug test results.

5. The parties agree that any drug or alcohol test required pursuant to this Agreement shall be considered a compelled, non-voluntary drug or alcohol test under threat of disciplinary action. Such testing shall only be done by urinalysis or breathalyzer, if an officer is physically able and conscious to provide such a sample. Blood tests shall only be administered with a warrant, or when an officer is physically unable and unconscious to provide such a sample. ~~Such testing shall only be done by urinalysis or breathalyzer. Blood tests shall only be administered with a warrant, unless the officer otherwise consents. can be administered without a warrant if~~

obtaining other samples is not feasible. This does not limit the Village's right to obtain test results via other available legal process.

**Metropolitan Alliance of Police ~~Finley Park~~Lake in the Hills Chapter #90**

**Village of Lake in the Hills, Illinois**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

**APPENDIX H**  
**SETTLEMENT AGREEMENT**  
**BETWEEN THE VILLAGE OF LAKE IN THE HILLS**  
**AND METROPLITAN ALLIANCE OF POLICE CHAPTER 90**  
**REGARDING GRIEVANCE NO. 02/19 – RETRO PAID LUNCH BREAKS**

This Settlement Agreement is entered into between the Village of Lake in the Hills, Illinois, and Metropolitan Alliance of Police Chapter 90 (the “Union”). The terms of this Settlement Agreement are described in the paragraphs that follow:

As a result of successful negotiations, and in order to foster sound employer-employee relations and resolve all pending matters, the parties have agreed to dispose of Grievance No. 02/19, regarding retroactive pay for lunch breaks pertaining to the Collective Bargaining Agreement effective May 1, 2018-April 30, 2021.

Each sworn officer currently within the Union’s bargaining unit who was actively employed full-time, regularly working the 12 hour shift schedule as of December 10, 2019, shall receive 24 additional hours of personal time in 2021 only, to be used in 2021, and otherwise subject to all rules regarding scheduling and use of personal time.

In exchange for certain considerations made during collective bargaining and revised contract language, which will moot a similar grievance in the future, and in order to avoid the time and cost of a hearing and to foster positive relations between the parties, the Union has agreed that it will withdraw, with prejudice, Grievance No. 02/19, regarding retroactive pay for lunch breaks. As a result of the parties’ agreement, there will be no outstanding grievances, arbitrations, or charges brought through the Illinois Labor Relations Board regarding retroactive pay for lunch breaks.

**AGREED between the parties:**

**VILLAGE OF LAKE IN THE HILLS**

**METROPOLITAN ALLIANCE OF POLICE,  
CHAPTER 90**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# REQUEST FOR BOARD ACTION

---

**MEETING DATE:** June 8, 2021  
**DEPARTMENT:** Public Works  
**SUBJECT:** Basketball Court at Cattail Park

## EXECUTIVE SUMMARY

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Staff is seeking Board approval to award a contract to Evans and Sons Blacktop in the amount of \$22,990.32 for the installation of a new half-court basketball court at Cattail Park. Staff also seeks approval of an Ordinance approving a budget amendment to the General Fund for the fiscal year ending December 31, 2021.

In February 2021, Jake Daigle, an 11-year-old living near Cattail Park made a personal request of the Parks and Recreation Board for a basketball court at the park. Chairperson Tredore then presented that request to the Village Board of Trustees which instructed Public Works to solicit bids for installation of a half-court, with the option of a full-court as an alternate.

Staff published a Request for Proposal (RFP) in the local newspaper, listed it on the website, and sent it to 57 companies. Six companies responded with a bid for the project. Evans and Sons provided the lowest responsible bid for the half-court, priced at \$22,990.32 or a full-court at \$36,243.32. Staff has determined that Evans and Sons has an A+ rating with the Better Business Bureau; been in business for over 23 years with positive references; and successfully completed projects ranging from \$135,000 to \$400,000. Installation of a basketball court at Cattail Park is consistent with their prior experience and Evans and Sons has a positive history with the Village as they have performed court renovations at Sunset Park and the Leroy Guy Park.

The Village's mix of basketball facilities comprised of: full-courts at Barbara Key, Ken Carpenter, Sunset, Leroy Guy, and Jaycee parks; a court and a half at Sunset and Stoneybrook parks, and half court at Lynn Dillow Park meets the national average when compared against National Recreation and Park Association (NRPA) criteria. Despite that fact, installation of a basketball facility at Cattail Park is recommended given the expected use and lack of such a facility in the area.

Staff presented this information to the Parks and Recreation Board at their June 3 meeting, receiving a unanimous recommendation to award a contract to Evans and Sons. Staff also solicited input from the Board as to the location of the proposed court. The Parks and Recreation Board suggested placing the court near the playground at the south end as it would provide a sense of recreation continuity and minimize disruption to abutting homes. Placement in that area also retains the sense of open space for

casual recreation, pick up football or soccer games, or future development. The Board also requested staff install bicycle rack near the court for patrons to use. Installation is possible through the current operating budget and will occur once construction concludes.

This installation was not anticipated during preparation of the FY21 budget, requiring a budget adjustment should the Board of Trustees wish that the installation proceed during this calendar year. In anticipation of Board approval, staff has prepared and included a Budget Amendment for your consideration.

## **FINANCIAL IMPACT**

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The FY21 General Fund budget does not include funding for this project. Approval will require a budget amendment for the project cost of \$22,990.32.

## **ATTACHMENTS**

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1. Bid Tabulation
2. Recommendation Memo
3. Bid Certification
4. Ordinance for Budget Amendment
5. Cattail Park layout for court location

## **RECOMMENDED MOTIONS**

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Motion to recommend acceptance of the bid and award the contract to Evans and Sons Blacktop in the amount of \$22,990.32 for the installation of a new half-court basketball court at Cattail Park.

Motion to approve an Ordinance approving a budget amendment to the General Fund for the fiscal year ending December 31, 2021.

# Lake in the Hills Public Works Department

## MEMORANDUM

**To:** Tom Migatz, Public Works Director  
**From:** Scott Parchutz, Public Properties Superintendent  
**Date:** May 20, 2021  
**Subject:** RFP Results – Cattail Park Basketball Court Project

The RFP opening for the Cattail Park Basketball Court Project was held at the Public Works Facility located at 9010 Haligus Rd, Lake in the Hills, IL, today at 10:00 a.m. Vendors in attendance were Daniel Najere from Evans & Sons Blacktop. Those present from the Village of Lake in the Hills Public Works Department were Peter D’Agostino – Administrative Services Manager, Suzy Egan-Wille – Office Assistant and Scott Parchutz - Public Properties Superintendent. Peter D’Agostino from the Village of Lake in the Hills Public Works Department opened and read aloud the following sealed RFP submittals:

| Company  | Bid Amount             | Bidder Acknowledges Addendum #1 |
|--|------------------------|---------------------------------|
| Chicagoland Paving Contractors (Lake Zurich, IL) | Half-court \$28,000.00 | YES                             |
|  | Full-court \$42,000.00 |                                 |
| Accu-Paving Company (Broadview, IL)              | Half-court \$36,450.00 | YES                             |
|  | Full-court \$49,850.00 |                                 |
| Schroeder Asphalt Services (Huntley, IL)         | Half-court \$30,500.00 | NO                              |
|  | Full-court \$41,825.00 |                                 |
| Maneval Construction Co. (Ingleside, IL)         | Half-court \$28,500.00 | YES                             |
|  | Full-court \$42,600.00 |                                 |
| Evans & Sons Blacktop (West Chicago, IL)         | Half-court \$22,990.32 | YES                             |
|  | Full-court \$36,243.32 |                                 |
| Troch McNeil Paving (Elk Grove Village, IL)      | Half-court \$48,500.00 | YES                             |
|  | Full-court \$62,000.00 |                                 |

The RFP opening concluded at 10:12 a.m. Village staff will review the RFP submittals and plan to make a recommendation to the Parks and Recreation Board at an upcoming Parks and Recreation Board meeting before making a recommendation to the Village Board of Trustees at an upcoming Village Board of Trustees meeting.

# **LAKE IN THE HILLS PUBLIC WORKS DEPARTMENT**

## MEMORANDUM

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**To: Tom Migatz, Public Works Director**  
**From: Scott Parchutz, Superintendent of Public Properties**  
**Date: June 4, 2021**  
**Subject: Award Evans and Sons the Service Contract to Install a Half-Court Basketball Court at Cattail Park**

I recommend awarding a contract to Evans and Sons Blacktop for \$22,990.32 for installation of a new half-court basketball court.

The Village published an RFP in the local newspaper, listed it on our website, and sent it to 57 companies. Six of the companies supplied bids for the project. Evans and Sons provided the lowest responsible bid for both the half-court at \$22,990.32 and the full-court at \$36,243.32. Staff determined that they have an A+ rating with the Better Business Bureau; they have been in business for over 23 years with positive references from Park Districts similar in size and scope to ours ranging from \$135,000 to \$400,000. They had an excellent work history with the Village when they renovated the Sunset and Leroy Guy tennis courts to a successful conclusion.

The Board's direction was to solicit bids for both a half-court and full-court basketball court at Cattail Park. In light of the current budget condition, I recommend approval of the lesser amount of \$22,990.32 since this was an unbudgeted project for this fiscal year.

An amenity of this type is not chargeable to the SSA as it is considered a regional draw. As such, funding would need to come from the General Fund. As this request came after approval of the FY21 budget, funding will require a budget adjustment before moving forward.

APPENDIX 4

VILLAGE OF LAKE IN THE HILLS  
BID CERTIFICATION FORM  
Cattail Park Basketball Court

CONTRACTOR'S NAME: Evans + Son Blacktop, Inc.

ADDRESS: 3N775 Powis Road  
West Chicago, IL 60185

1. COST OF WORK:

The undersigned, having familiarized [himself/herself] with conditions affecting the cost of the work and its performance and having carefully examined and fully understood the INSTRUCTION TO BIDDERS, hereby affirms and agrees to enter into a contract with the Village of Lake In The Hills, Illinois;

The undersigned hereby also certifies that in accordance with 710 ILCS 7/33E-11 that the Bidder is not barred from submitting a bid for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 concerning bid rigging, bid rotating, kickbacks, bribery and other interference with public contracts;

To PROVIDE all supervision, labor, material, equipment, and all other expense items to perform completely the entire work covered by all specifications for the entire work;

| Cattail Park Basketball Court | Price (Not-to-exceed) |
|-------------------------------|-----------------------|
| Half-Court                    | \$ 22 990.32          |
| Full-Court                    | \$ 36243.32           |

2. COSTS:

The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits, and all other work, services, and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the contract documents considered severally and collectively. All bids shall be held valid for a period of 60 days after the bid due date.

The undersigned hereby also certifies that this bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder or person, to put in a sham bid or to refrain from submitting a bid; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposed price elements of said bid, or that of any other Bidder, or to secure any advantage against any other Bidder or any person interested in the proposed contract.

The undersigned hereby also certifies in accordance with 65 ILCS 5/11-42.1-1 that the Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless the amount and/or liability is being properly contested in accordance with the procedures established by the appropriate revenue act

The undersigned hereby also certifies in accordance with 720 ILCS 5/33 E that the Bidder will not participate in bid rigging and/or rotating, kickbacks, bribery, and other related interference with public contracts. The statute requires that a certification by submitted by a bidder specifically attesting to the provisions of 5/33E-3 and 5/33E-4.

The undersigned hereby also certifies in accordance with 775 ILCS 5/2-105 that the Bidder must furnish evidence of adoption of a written policy on sexual harassment pursuant to the statute. The Village's interpretation of this statute is



that such a policy does not have to be submitted with the bid, but the Bidder must have one in order to receive a contract.

The undersigned hereby also certifies that the bid is in compliance with all other applicable federal, state, and local laws.

**3. DELIVERY REQUIREMENTS:**

The undersigned hereby affirms and states that the prices listed as "Delivered and Installed" are the unit and total costs for the delivery of item(s) to their designated locations ready for use.

**4. TIME OF COMPLETION:**

The undersigned affirms and declares that if awarded the contract for said Cattail Park Basketball Court project.

The Contractor will completely perform the contract in strict accordance with its terms and conditions by July 30, 2021.

**5. SPECIFICATIONS:**

The undersigned will furnish all labor, material, equipment, and services necessary for said Cattail Park Basketball Court project, in accordance with the following specifications and drawings (if required) as attached.

**6. CONDITIONS:**

- A. The Village is exempt from federal excise tax and the Illinois Retailers' Occupation Tax. The undersigned hereby certifies that this proposal does not include any amounts of money for these taxes.
- B. To be valid, bids shall be itemized so that selection for purchase may be made, there being included in the price of each item the cost of delivery, insurance, bonds, overhead, and profit.
- C. The Village shall reserve the right to add to or deduct from the base bid and/or alternate bid any item at the prices indicated in the itemization of bid.
- D. In the event of a delay to the Cattail Park Basketball Court project, Completion Date as per the Contract Schedule for which Contractor is solely responsible, Contractor shall pay Liquidated Damages to Village of Lake in the Hills at a rate of \$200 per day of delay.

Dated at WEST CHICAGO this 19 day of MAY, 2021

By: [Signature]  
(Signature)

Its: DIRECTOR OF OPERATIONS  
Title

DEXTER TORRES, being duly sworn, deposes and states that he/she is the \_\_\_\_\_

DIRECTOR OF OPERATIONS of EVANS & SON BLACKTOP, INC. and that the statement above is

True and correct. Subscribed and sworn before me this 19 day of MAY, 2021

(NOTARY STAMP) [Signature]  
Notary Public

**VILLAGE OF LAKE IN THE HILLS**

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2021

By: \_\_\_\_\_  
(Ray Bogdanowski, Village President)



**VILLAGE OF LAKE IN THE HILLS**

**Ordinance 2021-\_\_\_\_\_**

**An Ordinance Approving a Budget Amendment  
to the Operating Budget for the  
Fiscal Year Ending December 31, 2021**

WHEREAS, the Village of Lake in the Hills, an Illinois municipal corporation (the "Village"), situated in McHenry County, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois; and

WHEREAS, the Village of Lake in the Hills acting by and through its President and Board of Trustees has previously approved an Operating Budget for the Fiscal Year ending December 31, 2021 as part of Ordinance No. 2020-36; and

WHEREAS, it is necessary and appropriate to delete, add to, or otherwise change certain sub-classes within object classes and certain object classes themselves in said Operating Budget as provided in Exhibit A to this Ordinance;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the VILLAGE OF LAKE IN THE HILLS, McHenry County, Illinois, as follows:

SECTION 1: That amendments to the Operating Budget for the Fiscal Year Ending December 31, 2021 are hereby approved in the form and content as provided in Exhibit A which is attached hereto and made a part thereof.

SECTION 2: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be in full force and effect immediately from and after its passage by a vote of two-thirds of the corporate authorities and approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Passed this 10th day of June, 2021 by roll call vote as follows:

|                            | Ayes  | Nays  | Absent | Abstain |
|----------------------------|-------|-------|--------|---------|
| Trustee Stephen Harlfinger | _____ | _____ | _____  | _____   |
| Trustee Bob Huckins        | _____ | _____ | _____  | _____   |
| Trustee Bill Dustin        | _____ | _____ | _____  | _____   |
| Trustee Suzette Bojarski   | _____ | _____ | _____  | _____   |
| Trustee Diane Murphy       | _____ | _____ | _____  | _____   |
| Trustee Wendy Anderson     | _____ | _____ | _____  | _____   |
| President Ray Bogdanowski  | _____ | _____ | _____  | _____   |

APPROVED THIS 10TH DAY OF JUNE 2021

\_\_\_\_\_  
Village President, Ray Bogdanowski

(SEAL)

ATTEST: \_\_\_\_\_  
Village Clerk, Shannon DuBeau

Published:

Exhibit A

06-10-2021

Village of Lake in the Hills  
 Budget Transfer/Amendment  
 For the Fiscal Year Ending December 31, 2021

| Account Number           | Account Description       | Current Budget Amount | Revised Budget Amount | Increase (Decrease) | Amendment Description   |
|--------------------------|---------------------------|-----------------------|-----------------------|---------------------|---|
| <b>GENERAL FUND</b>      |                           |                       |                       |                     |   |
| <u>Public Properties</u> |                           |                       |                       |                     |   |
| 100-30-32-61.08          | Maintenance Buildings     | 40,730                | 63,721                | 22,991              | Installation of a new half-court basketball court at Cattail Park |
|                          | Total - Public Properties |                       |                       | 22,991              |   |
|                          | <b>TOTAL GENERAL FUND</b> |                       |                       | <b>22,991</b>       |   |



Layers | Basemaps ▾ | **SEARCH BY:** Parcel | Address |  |  |  |  |  |  |  |

