

AGENDA
COMMITTEE OF THE WHOLE
June 8, 2021
2200 Harnish Drive
Village Board Room
7:30 P.M.

Trustee Spella– Chairperson
Trustee Steigert
Trustee Glogowski
Trustee Smith
Trustee Brehmer
Trustee Dianis
President Sosine

- AGENDA -

1. **Roll Call – Establish Quorum**
2. **Public Comment – Audience Participation**
(Persons wishing to address the Committee must register with the Chair prior to roll call.)
3. **Community Development**
4. **General Administration**
 - A. Consider the MAP (Sworn Police) Contract
5. **Public Works & Safety**
 - A. Consider an Easement Agreement with School District 300
 - B. Consider an Amendment to the In-House Engineering Services Agreement with CBBEL
 - C. Consider an Agreement with Christopher Burke Engineering for the Harrison Street Bridge and Riverwalk Project
6. **Executive Session**
 - A. Personnel Matters (if necessary)
7. **Other Business**
8. **Adjournment**

CONFIDENTIAL



VILLAGE OF ALGONQUIN
MEMORANDUM

DATE: June 6, 2021

TO: Tim Schloneger, Village Manager

FROM: Todd A. Walker, SPHR, IPMA-CP, PDS
Human Resources Director

SUBJECT: MAP (Sworn Police) Contract Final Approval

This Spring, I updated the Village Board in executive session on the status of our union negotiations. Since our meeting, the Union has ratified the agreement and it is now ready for our Village Board's final approval.

Please find below the final language changes for the Board's consideration. I will be attending the executive session on June 8 and will be available to address any questions the Board might have. For your consideration, I have also attached the clean final document for your full review.

Most of the sections altered allows both parties clarity on various processes that have changed through the years. Per our previous conversations, the salary minimum was increased to allow us to maintain competitiveness with the other communities, while also keeping up with inflation. Among the many changes, we were also successful in reducing the comp time accrual for our new Officers going forward.

Unless there are any objections, I am asking the Village Board to approve the Police Officer's Labor Contract at their June 15 Village Board Meeting.

Section 5.1. Compensation:

Said compensation and placement at the steps shall be effective May 1, 2021.

Section 5.2. Normal Workweek and Workday:

The normal workweek shall average forty (40) hours per week, but in some weeks employees shall work more than forty (40) hours and some weeks less than forty (40) hours. The normal workday for ~~non-rotating shift~~ employees assigned to a specialty assignment(s) (including but not limited to Detective, DARE, SRO, Traffic Unit) shall be eight (8) hours including a thirty (30) minute paid lunch period, subject to emergency work duties. The normal workday for ~~rotating shift~~ employees Patrol Officers not assigned to a specialty assignment shall be and one quarter (8.25) hours including a thirty (30) minute paid lunch period, subject to emergency work duties.

Section 5.3. Overtime Pay:

~~Non-rotating shift~~ employees assigned to a specialty assignment (including but not limited to Detective, DARE, SRO, Traffic Unit) covered by this Agreement shall be paid one and one-half times their regular rate of pay for hours worked in excess of the eight (8) hours scheduled for the regular shift and for any days that the officer works in excess of the dates scheduled for the regular shift. ~~Rotating shift~~ employees Patrol Officers not assigned to a specialty assignment who are covered by this Agreement shall be paid one and one-half times their regular rate of pay for

hours worked in excess of the eight and one quarter (8.25) hours scheduled for the regular shift and for any days that the officer works in excess of the dates scheduled for the regular shift.

Section 5.4. Overtime Scheduling:

The Chief of Police or his designee shall have the right to require overtime work and **police** 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 less than 24 hours: Police Officers will be contacted by seniority and have 15 minutes to respond to the overtime request. First the entire overtime shift will be offered to police officers on a regular scheduled day off. If no police officer volunteers for the entire overtime shift, on a voluntary basis the first four (4) hours of the overtime shift and the last four (4) hours of the overtime shift will be offered as described in the two paragraphs below. Once 15 minutes has elapsed the police officer with the most seniority that volunteered for the overtime will be selected to fill the overtime. If no police officer responds the most junior officer will fill the overtime request.

~~When non-scheduled overtime is offered on a voluntary basis, overtime assignments shall be made by first offering part or all of the overtime assignment to qualified officers on the on duty shift. If it is necessary to hold a qualified officer over from a prior shift, or to call a qualified officer in early for the next shift, selection will first be requested by seniority. If no officer volunteers, and it should be necessary to order an officer to stay or report in early, then overtime will be ordered to qualified officers based on reverse seniority. Officers on vacation need not be requested to work non-scheduled overtime.~~

~~An overtime shift may be split into two four-hour sections and officers may sign up for either section. With at least seventy-two (72) hour notice, a more senior officer may bump a junior officer who has signed up for overtime. However, any officer who is willing to work the entire shift shall bump any officers who have signed up to work the split shifts regardless of the relative seniority of the officers.~~

Overtime less than 24 hours will be attempted to be filled on a voluntary basis. To accomplish this goal, first the entire overtime shift will be offered to police officers on a regular scheduled day off (officers on the affected shift will have priority). Should multiple police officers volunteer for the entire overtime shift, the most senior officer by date of hire will be awarded the overtime shift.

If no police officer volunteers for the entire overtime shift, on a voluntary basis the first four (4) hours of the overtime shift will be offered to the most senior police officer on the prior shift down to the least senior police officer on the prior shift. If no one volunteers for the overtime assignment, it will be filled with the least senior police officer on the prior shift. The last four (4) hours of the overtime shift will be offered to the most senior police officer on the next shift following the overtime shift moving down the seniority list of the officers on the shift to the least senior police officer on the next shift. If no one volunteers for the overtime shift, it will be filled with the least senior officer on the following shift.

A hire back may be split into two four-hour sections and police officers may sign-up for either section. With at least seventy-two (72) hour notice, a more senior police officer may bump a junior police officer who has signed up for overtime. If overtime is posted in less than seventy-two (72) hours, the above rule will be followed, but a twenty-four (24) hour notice will apply. Any police officer who is willing to work the entire hire back shall bump any police officers who have signed up to work the split shifts regardless of the relative seniority of the police officers. A police officer on the same shift wanting the entire hire back, will have shift preference based on shift police officer seniority, and can bump and police officer from another shift that has signed up for the entire hire back. Police officers on vacation shall not be requested to work a hire back.

There shall be no shift preference for details. ~~Once the schedule has been posted, an officer may not be bumped from a detail. However, an officer who has been ordered to work a detail may allow a willing officer to replace him.~~ An overtime detail may be split into sections, minimum of 2 hours, and police officers may sign-up for either section

as long as the hours are completely filled. In the event the “suggested split” creates an issue in covering the detail, administration has the right to assign officers based on reverse seniority. With at least seventy-two (72) hour notice, a more senior police officer may bump a junior police officer who has signed up for the detail.

If a detail is posted in less than seventy-two (72) hours, the above rule will be followed, and a twenty-four (24) hour notice will apply. However, any police officer who is willing to work the entire detail shall bump any police officers who have signed up to work the split shifts regardless of the relative seniority of the police officers. Police officers on vacation shall not be requested to work a detail.

If a police officer is on a shift trade, they’re not to be forced to work last minute overtime unless they volunteer to work said overtime, unless all scheduled officers are required to work “last minute overtime” and the officer working the shift trade is the only remaining officer.

Section 5.10. Compensatory Time:

A police officer hired prior to June 1, 2021 who is entitled to time and one-half pay, double time pay, or straight time pay under this agreement may elect compensatory time at time and one-half rate, double time rate, or straight time rate, in lieu of pay, to a maximum of eighty (80) rolling hours, by giving advance notice to the Village.

A police officer hired after to June 1, 2021 who is entitled to time and one-half pay, double time pay, or straight time pay under this agreement may elect compensatory time at time and one-half rate, double time rate, or straight time rate, in lieu of pay, to a maximum of forty-one and one quarter (41.25) rolling hours, by giving advance notice to the Village.

~~An employee who is entitled to time and one half pay under this Agreement may elect compensatory time at time and one half rate, in lieu of pay, to a maximum of eighty (80) hours, by giving advance notice to the Village. In addition, an officer may cash out their accumulated compensatory time by providing advance notice to the Village.~~

An employee with accrued compensatory time may make advanced request for time off (increments no less than .25 hours), and time off will be approved by the Chief or his designee based upon departmental needs without a wait time as long as the shift is above minimum staffing.

In the event that any Officer covered by this Agreement terminates his employment with the Village of Algonquin, he shall be paid his then hourly rate of pay for each hour accumulated as compensatory time.

On an annual basis (coinciding with the sick day buy back), police officers hired prior to June 1, 2021 can sell back up to 80 hours of accumulated comp time to be applied toward one of the Village’s deferred compensation programs, and police officers hired after June 1, 2021 can sell back up to 41.25 hours of accumulated comp time to be applied toward one of the Village’s deferred compensation programs.

~~On a quarterly basis, the Village shall provide the Union with the accrued compensatory time for all covered officers. On an annual basis (coinciding with the sick day buy back), officers can sell back up to (80) hours of accumulated comp time to be applied toward one of the Village’s deferred compensation programs.~~

Section 5.12. Training Academy:

Newly hired officers attending a police training academy, with lodging, shall be compensated at the appropriate straight time rate of pay for eight (8) hours for each day spent in training, and shall be compensated for time and mileage spent for one (1) round trip from either the police department to the academy or their home to the academy, whichever is less and shall be compensated for mileage spent for an additional one (1) round trip from either the police department to the academy or their home to the academy, whichever is less. In addition, while an Officer is attending the academy, the Officer's payroll checks (with written authorization) can be mailed to the location specified by the Officer.

If the police training academy selected by the Village does not provide lodging for the duration of the academy, and the police officer is required to commute to and from the academy daily, the police officer shall be compensated

straight time at the officer's regular hourly rate of pay for travel time each way for the duration of the academy, plus mileage if no department vehicle is available for use by the officer for the duration of the academy training.

Covered officers voluntarily leaving the employment of the Village for the purpose of police employment elsewhere shall reimburse the Village for expenses actually incurred for state-required basic training only, as set forth below:

Departure prior to completion of one (1) year of service -
100% reimbursement, with maximum reimbursement of \$3,000.00.

Departure prior to completion of two (2) years of service -
50% reimbursement, with maximum reimbursement of \$1,500.00.

Covered employees shall not be liable for costs of field training or wages earned. The reimbursement provisions of this Section shall not apply to covered employees employed prior to the date of execution of this Agreement. Employees will be notified of this requirement prior to the extension of an offer of employment with the Algonquin Police Department.

Section 5.13. Lateral Hires:

At the discretion of the Chief of Police, newly hired police officers who have previous police experience as full-time police officers and are Illinois certified officers or equivalent may be placed in the wage ~~schedule~~ as determined by the Chief of Police.

- ~~1 to 2 years experience may start at the one year step~~
- ~~2 to 3 years experience may start at up to the 2 year step~~
- ~~3 to 4 years experience may start at up to the 3 year step~~
- ~~Over four years experience may start at up to the 4 year step~~

Placement of newly hired officers pursuant to this Section shall be for salary purposes only, and shall not affect a newly hired officer's seniority for any other purpose.

Section 7.3. Scheduling:

Vacations shall be scheduled on a year round basis. During the November 1st to December 15th vacation selection timeframe, the officers with the most seniority making a vacation day request that results in a second person off on a shift for one (1) day in conjunction with a five (5) day vacation block will not be denied that request. (RDO's may occur on either side or during the five- day minimum vacation day request.) This vacation day use outside the current time off policy will be limited to six (6) instances per vacation year for the entire bargaining unit. Employees shall select their vacations according to seniority, with all vacations chosen by December 15th of each year if seniority is to apply. The Police Chief shall schedule vacations and determine the maximum number of employees who may be on vacation at any one time, taking into account the needs of the Department, employee advance requests, and employee seniority. After vacation bids for the following calendar year are complete, starting January 1st and running through December 31st of that calendar year vacation time shall be approved by the Chief or designee without a wait time as long as the shift is above minimum staffing. ~~Vacation may not be taken in increments of less than one (1) full day.~~

Vacation may not be taken in increments of less than a quarter (0.25) hour.

Subject to the approval of the Chief or his designee, a maximum of five (5) vacation days may be carried over to the following calendar year but they must be used in the first quarter of the year or be lost.

Section 8.2. Holiday Pay:

Officers scheduled to work on a holiday shall do so. All holidays worked will be scheduled as eight (8) hours. Holiday pay shall be paid on the following basis:

Section 8.3. Personal Hours:

~~Each new employee shall receive eight personal hours on the completion of his or her third month, sixth month and ninth month of service. Thereafter, regular full-time employees who have completed one (1) full year of employment will receive twenty-four (24) hours of paid personal hours* to be absent from work. These twenty-four (24) hours must be used by the end of the fiscal year in which they are provided. *After your first anniversary date, personal hours are awarded at the beginning of every fiscal year (May 1). The Chief or his designee must approve the use of personal hours. Personal days must be used during the year in which they are earned and shall be paid at the employee's regular rate of pay for eight (8) hours. Unused personal hours cannot be carried over from year to year. Any personal days not used in the calendar year will be forfeited unless the Chief or his designee gives approval for carry over of those days. Any personal hours carried over from the previous year must be utilized within thirty (30) days. The Village may require an employee to utilize unused personal days. In the event of death, any unused personal days shall be paid to the designated beneficiary of the deceased employee.~~

Employees will receive twenty-four hours (24) of personal time immediately upon their date of hire. Upon one (1) full year of employment, employees will receive twenty-four (24) hours of personal time. Thereafter, personal hours are awarded at the beginning of every fiscal year (May 1). All personal hours must be used by the end of the fiscal year in which they are provided.

Personal hours may be used in .25-hour increments and shall be paid at the employee's regular rate of pay for eight (8) hours.

The Chief or his designee must approve the use of personal hours without a wait time as long the shift is above minimums. Unused personal hours cannot be carried over from year to year.

Any personal hours not used in the fiscal year will be forfeited unless the Chief or his designee gives approval for carry over of those hours. Any personal hours carried over from the previous year must be utilized within thirty (30) days. The Village may require an employee to utilize unused personal hours. In the event of death, any unused personal hours shall be paid to the designated beneficiary of the deceased employee.

Section 9.6. Military Leave:

A full-time Police Officer of the Village shall be entitled to a military leave of absence in accordance with applicable State and Federal Laws. No loss of seniority will occur during these absences.

~~A full-time Police Officer of the Village shall be entitled to a military leave of absence without pay while serving with the Armed Forces of the United States. Such Police Officer shall, upon honorable discharge from Military Service be returned to the same position or one of like seniority status and pay. Such person shall apply for re-employment within thirty (30) days after separation from active duty and shall report for work within sixty (60) days after separation from active duty. Should a Police Officer already on military leave voluntarily reenlist or voluntarily extend his or her period of military service, military leave for that Police Officer shall be terminated.~~

~~A Police Officer shall be entitled to military leave without pay as a member of an organized reserve unit of the Armed Forces of the United States should such unit be ordered to active duty in a time of National emergency or for training exercises. Such leave of absence for military reserve training exercises shall not exceed two (2) weeks in each calendar year without prior approval of the Chief of Police.~~

~~All military leave shall be subject to and in accordance with all applicable Federal Law and the Illinois Serviceman's Employment Tenure Act (Illinois Compiled Statutes 330 ILCS 60/4et. seq.,).~~

Section 16.1.2 Uniform and Equipment Benefits for Officers Hired after 11/16/2005:

Each Officer covered by this Agreement shall receive a Uniform allowance of \$700.00 per fiscal year. The Village shall make the yearly uniform allowance available to the Police Officer on the Police Officer's anniversary date of hire.

Section 16.3. Protective Vests:

The Village agrees to provide each officer commencing employment with the Algonquin Police Department a protective vest, valued up to a maximum of ~~six hundred dollars (\$600.00)~~ seven hundred and sixty dollars (\$760.00) per officer.

An officer may replace said vest every five (5) years, and shall receive a replacement vest valued up to ~~\$600.00~~ \$760.00 from the Village.

Section 16.4. Body Worn Cameras

Prior to the implementation of a body worn cameras and the policies that will govern their use by the Algonquin Police Department, the Village and the Union agree to bargain over the policy related to the use of officer body worn cameras in accordance with the Illinois Body Worn Camera Act, 50 ILCS 706.

**APPENDIX A
SALARY
SCHEDULE**

	Current	21/22 Restructured	22/23 2.5%	23/24 2.5%	24/25 2.5%
Start	\$ 59,282.00	\$ 70,000.00	\$ 71,750.00	\$ 73,543.75	\$ 75,382.34
After 1	\$ 62,569.00	\$ 73,187.50	\$ 75,017.19	\$ 76,892.62	\$ 78,814.93
After 2	\$ 66,251.00	\$ 77,875.00	\$ 79,821.88	\$ 81,817.42	\$ 83,862.86
After 3	\$ 69,974.00	\$ 82,562.50	\$ 84,626.56	\$ 86,742.23	\$ 88,910.78
After 4	\$ 73,843.00	\$ 87,250.00	\$ 89,431.25	\$ 91,667.03	\$ 93,958.71
After 5	\$ 78,066.00	\$ 91,937.50	\$ 94,235.94	\$ 96,591.84	\$ 99,006.63
After 6	\$ 82,538.00	\$ 96,625.00	\$ 99,040.63	\$ 101,516.64	\$ 104,054.56
After 7	\$ 87,280.00	\$ 101,312.50	\$ 103,845.31	\$ 106,441.45	\$ 109,102.48
After 8	\$ 103,858.00	\$ 106,454.45	\$ 109,115.81	\$ 111,843.71	\$ 114,639.80

A. Longevity Pay.

Every officer will receive an additional 1% of pay rate starting at the officer's completion of the last step of contract. (Example: Officers last step after eight years is ~~\$33,141.0~~ \$54,092.7 then longevity pay is ~~\$.3314~~ \$.54092 per hour effective in the 9th year). Longevity will be 1.25% of pay rate after the completion of the 18th year. This longevity payment is not paid out in lump sum, instead it will be added to the employee's hourly rate at the appropriate % of longevity payment (i.e. ~~\$33,141.0~~ \$54,092.7 base pay + 1% longevity = ~~\$33,472.4~~ \$54,633.6 an hour) (i.e. an employee hired ~~3/2/07~~ 3/2/2012 would be paid ~~\$68,936~~ \$103,858.00 annually. Then on his anniversary of ~~3/2/16~~ 3/2/21 after 9 years of service he would begin his longevity of 1% {~~.3314~~ .54092 cents an hour added to his hourly rate}. ~~Then in the new contract year on 5/1/16 his base pay would go to \$34,549.2 an hour plus 1% added to his hourly rate~~). On the 19th year (i.e. \$54,092.7 base pay + 1.25% longevity = \$54,768.8 an hour) (i.e. an employee hired 3/2/2003 would be paid \$103,858.00 annually. Then on his anniversary of 3/2/21 after 18 years of service he would begin his longevity of 1.25% {.6761 cents an hour added to his hourly rate}). It is understood that, all longevity compensation shall be calculated utilizing only base pay, and not previous longevity compensation, overtime compensation, and other stipends.

Field Training Officer:

Each Field Training Officer (designated by the Chief) shall receive a stipend of 3/4th an hour of comp time per workday or (daily observation record) for the training of each new recruit. The Village also agreed to allow the FTO to carry the time over for an additional 30 days after training if the employee exceeds the 80 hour maximum accumulation of Comp Time, if the FTO was hired prior to June 1, 2021. If the employee was hired on or after June 1, 2021, the Village also agrees to let the FTO to carry the time over for an additional 30 days after training if the employee exceeds the 41.25 hour maximum accumulation of Comp Time.

NEGOTIATED AGREEMENT

BETWEEN

THE VILLAGE OF ALGONQUIN

AND

**METROPOLITAN ALLIANCE OF POLICE
ALGONQUIN OFFICERS
CHAPTER #78**

MAY 1, 2021 TO APRIL 30, 2025

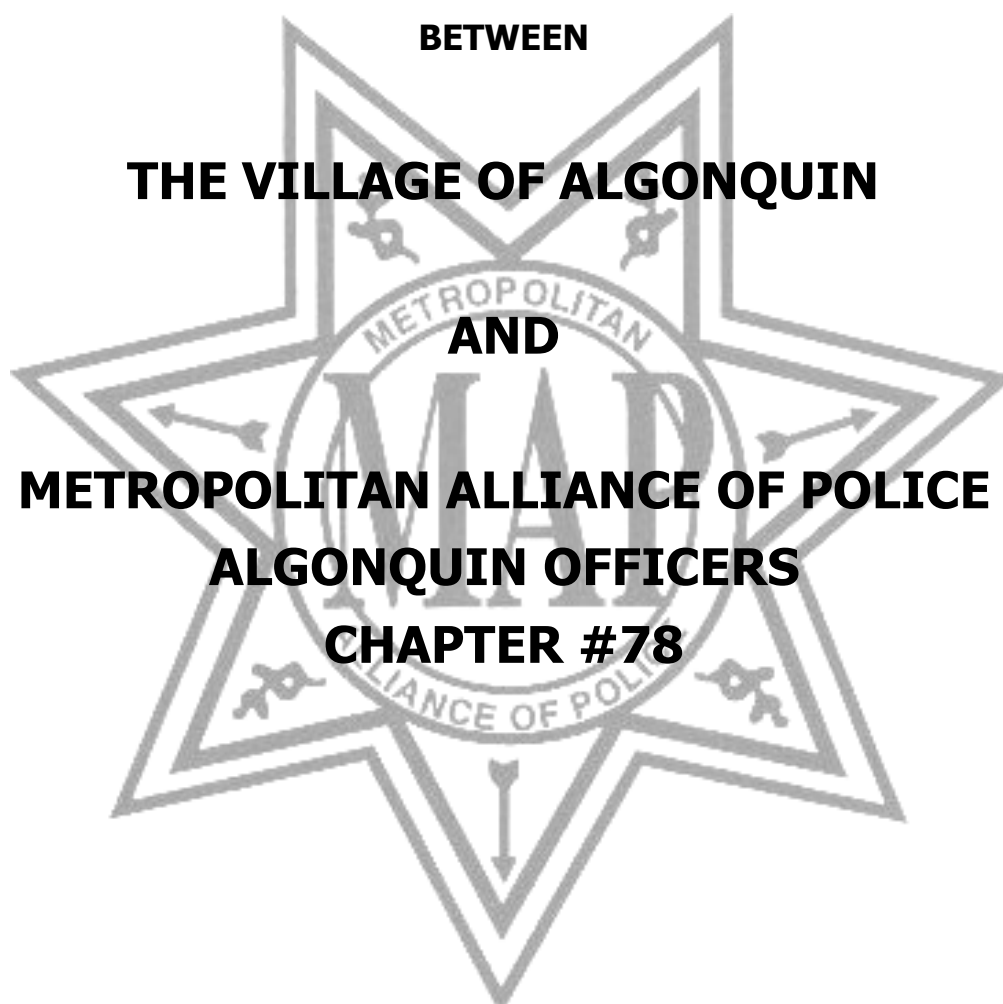


Table of Contents

PREAMBLE 1

ARTICLE I..... 1

Section 1.1. Recognition 1

Section 1.2. Probationary Period..... 1

Section 1.3. Fair Representation 1

Section 1.4. Gender 1

Section 1.5. Chapter Officers 1

ARTICLE II MANAGEMENT RIGHTS 2

Section 2.1 Management Rights..... 2

ARTICLE III LAYOFF 2

Section 3.1. Layoff..... 2

Section 3.2. Recall..... 2

ARTICLE IV NO STRIKE CLAUSE 3

Section 4.1. No Strike Clause..... 3

Section 4.2. No Lockout..... 3

Section 4.3. Judicial Restraint..... 3

Section 4.4. Discipline of Strikers..... 3

ARTICLE V COMPENSATION AND HOURS OF WORK 3

Section 5.1. Compensation..... 3

Section 5.2. Normal Workweek and Workday 3

Section 5.3. Overtime Pay..... 4

Section 5.4. Overtime Scheduling..... 4

Section 5.5. Call Back Time 5

Section 5.6. Court Time 5

Section 5.7. Meeting Time 5

Section 5.8. Officer In Charge Compensation 5

Section 5.9. Work Breaks..... 5

Section 5.10. Compensatory Time 5

Section 5.11. No Pyramiding 6

Section 5.12. Training Academy..... 6

Section 5.13. Lateral Hires 7

ARTICLE VI UNION SECURITY AND DUES CHECK-OFF 7

Section 6.1. Dues Deductions 7

Section 6.2. Indemnity 7

Section 6.3. Revocation of Dues 7

Section 6.4. Union Membership..... 7

Section 6.5. Bulletin Boards..... 7

Section 6.6. Labor-Management Meetings 7

ARTICLE VII VACATION 8

Section 7.1. Eligibility and Allowances 8

Section 7.2. Vacation Pay 8

Section 7.3. Scheduling.....8
 Section 7.4. Accrual Schedule.....8
 Section 7.5. Accumulation9
 Section 7.6. Village Emergency9

ARTICLE VIII HOLIDAY AND PERSONAL TIME9
 Section 8.1. Holiday9
 Section 8.2. Holiday Pay9
 Section 8.3. Personal Days10

ARTICLE IX LEAVE OF ABSENCE10
 Section 9.1. Absence from Work10
 Section 9.2. Sick Leave10
 Section 9.3. Medical Leave (including pregnancy).....11
 Section 9.4. Funeral Leave.....11
 Section 9.5. General Leave of Absence11
 Section 9.6. Military Leave11
 Section 9.7. Jury Duty11
 Section 9.8. Benefits While On Leave12

ARTICLE X EDUCATION BENEFITS12
 Section 10.1. On-Duty Training.....12
 Section 10.2. Scheduling of On-Duty Training.....12
 Section 10.3. Educational Incentive12
 Section 10.4. Travel and Meeting Expense Allowances13

ARTICLE XI GRIEVANCE PROCEDURE14
 Section 11.1. Definition14
 Section 11.2. Fees and Expenses of Arbitration.....15
 Section 11.3. Forms.....15
 Section 11.4. General Rules15
 Section 11.5. Notice of Union Representation15
 Section 11.6. Rights of Chapter15

ARTICLE XII NON-DISCRIMINATION16
 Section 12.1. Non-Discrimination.....16
 Section 12.2. Chapter Activity16

ARTICLE XIII DISCIPLINE16
 Section 13.1. Just Cause.....16
 Section 13.2. Jurisdiction of Police Commission.....16
 Section 13.3. Written Reprimand.....16
 Section 13.4. Personnel File.....16
 Section 13.5. Use of Written Reprimand16

ARTICLE XIV INVESTIGATIONS CONCERNING OFFICERS17
 Section 14.1. Right to Investigate17
 Section 14.2. Timeliness of Investigation17
 Section 14.3. Drug and Alcohol Testing Policy.....17
 Section 14.4. Drug and Alcohol Testing Following Officer Involved Shootings17

ARTICLE XV HOSPITALIZATION, DENTAL, OPTICAL AND LIFE INSURANCE 17
 Section 15.1. Hospitalization 17
 Section 15.1. Life Insurance..... 18
 Section 15.3. Continuation of Benefit..... 18

ARTICLE XVI UNIFORM AND EQUIPMENT BENEFITS 18
 Section 16.1.1 Uniform and Equipment Benefits (for all Officers hired prior to 11/16/2005)..... 18
 Section 16.1.2 Uniform and Equipment Benefits for Officers Hired after 11/16/2005 18
 Section 16.2. Training Ammunition..... 19
 Section 16.3. Protective Vests..... 19
 Section 16.4 Body Worn Camera..... 19

ARTICLE XVII OFF DUTY EMPLOYMENT 19
 Section 17.1. Employment Outside Department..... 19
 Section 17.2. Extra Duty Details.....20

ARTICLE XVIII SENIORITY20
 Section 18.1. Seniority20
 Section 18.2. Determination of Seniority.....20
 Section 18.3. Maintenance of Seniority List20
 Section 18.4. Forfeiture of Seniority20
 Section 18.5. Purpose of Seniority20

ARTICLE XIX BOARD OF POLICE AND FIRE COMMISSIONERS.....20
 Section 19.1. Board of Police Commissioners20

ARTICLE XX SAVINGS CLAUSE21
 Section 20.1. Savings Clause21

ARTICLE XXI ENTIRE AGREEMENT21
 Section 21.1. Entire Agreement21
 Section 21.2. Ratification and Amendment21

ARTICLE XXII LIGHT DUTY21
 Section 22.1. Work Schedule for Light Duty.....21

ARTICLE XXIII TERMINATION22
 Section 23.1. Termination22

APPENDIX A SALARY SCHEDULE23

APPENDIX B SENIORITY LIST.....25

APPENDIX C STANDARD TRAVEL TIMES FOR TRAINING.....26

APPENDIX D RANDOM DRUG TESTING POLICY27

APPENDIX E DRUG & ALCOHOL TESTING FOLLOWING OFFICER INVOLVED SHOOTINGS30

PREAMBLE

This Agreement entered into by the Village of Algonquin, Kane and McHenry County, Illinois, hereinafter referred to as the "Employer" and the Metropolitan Alliance of Police Algonquin Chapter, hereinafter referred to as the "Chapter", is intended to promote harmonious and mutually beneficial relations between the Employer and the Chapter. Set forth herein the basic and full agreement between the parties concerning rates of pay, wages and other conditions of employment for full-time Police Officers and probationary Police Officers under the rank of sergeant of the Village of Algonquin, as defined herein below and hereinafter referred to as Officers" or "employees", or when the context requires a singular noun, as "Officer" or "employee."

ARTICLE I

Section 1.1. Recognition:

Pursuant to an election and certification by the Illinois Labor Relations Board under Case No. S-RC-92-61 dated May 19, 1992, and the certification issued thereon to the Chapter by the State of Illinois Labor Relations Board, the Employer recognizes the Chapter as the exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for all sworn full-time officers and probationary officers within the Police Department of the Village of Algonquin, below the rank of sergeant, as certified, as described herein above. None of the provisions of this Agreement shall be construed to require either the Employer or the Chapter to violate any Federal or State Laws. In the event any provisions hereof or hereinafter stated shall conflict with any such law, such provision shall be modified to the extent necessary to conform to said laws.

Section 1.2. Probationary Period:

As established by the Village's Police Commission, the probationary period for Officers is twelve (12) months in duration from the date of completion of state-required basic police training, or twelve (12) months from date of hire for police officers who are state-certified and are not required to attend basic police training. During the probationary period, an officer is subject to discipline, including discharge, without cause and with no recourse to the grievance procedure or any other forum. It is further agreed that, except as modified herein, probationary Officers shall be entitled to all the rights, privileges, benefits and other terms and conditions of employment conferred by this Agreement on sworn full-time Officers.

Section 1.3. Fair Representation:

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

Section 1.4. Gender:

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

Section 1.5. Chapter Officers:

For purposes of this Agreement, the term "Chapter Officers" shall refer to the Chapter's duly elected President, Vice-President, Secretary, and Treasurer.

ARTICLE II MANAGEMENT RIGHTS

Section 2.1 Management Rights:

Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services and missions of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish specialty positions; to establish work and productivity standards and, from-time to time, to change those standards; to assign overtime; to contract out for goods and services; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to evaluate employees; to establish performance standards for employees; to discipline, suspend and discharge non-probationary employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities or introduce new ones; to determine training needs and assign employees to training; to determine work hours (shift hours); to determine internal investigation procedures; to do all things expressly granted and reserved exclusively to the Village under Illinois Compiled Statutes 5 ILCS 315/4 or as modified, to take any and all actions as may be necessary to carry out the mission of the Village and the Police Department in the event of civil emergency as may be declared by the Village President, Village Manager, Police Chief, or their authorized designees, it is the sole discretion of the Village President to determine that civil emergency conditions exist which may include, but not be limited to, riots, civil disorders, tornado conditions, floods or other catastrophes. In the event of such emergency action, the provisions of this Agreement, other than compensation provisions, may be suspended, if necessary, provided that all provisions of the Agreement shall be immediately reinstated once the local disaster or emergency condition ceases to exist, and to carry out the mission of the Village.

ARTICLE III LAYOFF

Section 3.1. Layoff:

The Village in its reasonable discretion shall determine when and whether lay-offs are necessary. If the Village so determines that these conditions exist employees covered by this Agreement will be laid off in accordance with their length of service with the Village as provided in Illinois compiled Statutes 65 ILCS 5/10-2.1-18. If conditions exist wherein the Village is able to foresee the need for a layoff, the village shall provide Officers at least fifteen (15) days advance notice of the effective date of such layoff. While on layoff status, employees do not accrue and are not eligible to receive nor entitled to Village benefits. Time off on layoff status shall not be counted toward years of service.

Section 3.2. Recall:

Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training.

Employees who are eligible for recall shall be given fifteen (15) calendar days' notice of recall. Notice of recall shall be sent to the employee by certified or registered mail, return receipt requested, with a copy to the Chapter. The employee must notify the Police Chief or his designee of his intention to return to work within ten (10) days of the date-stamp set forth on the certified mail receipt. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief or his designee with his latest mailing address. If an employee fails to respond timely to a recall notice, his name shall be removed from the recall list.

ARTICLE IV NO STRIKE CLAUSE

Section 4.1. No Strike Clause:

Neither the Chapter nor any officers, agents or employees will instigate, promote, sponsor, engage in or condone any strike, sympathy strike, secondary boycott, slowdown, speed-up, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass resignations, mass absenteeism, or picketing which in any way results in the interruption or disruption of the operations of the Village, regardless of the reason for so doing. Each employee who holds the position of officer or steward of the Chapter occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Chapter agrees to inform its members of their obligations under this Agreement and their obligations not to strike as imposed by the Illinois Public Labor Relations Act and to direct them to return to work.

Section 4.2. No Lockout:

The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Chapter.

Section 4.3. Judicial Restraint:

Nothing contained herein shall preclude the Village or the Chapter from obtaining judicial restraint and damages in the event the other party violates this Article.

Section 4.4. Discipline of Strikers:

Any officer who violates the provisions of Section 4.1 of this Article shall be subject to disciplinary action up to and including discharge, as well as any statutory penalties. Any action taken by the Employer against any officer who participates in any action prohibited by Section 4.1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

ARTICLE V COMPENSATION AND HOURS OF WORK

Section 5.1. Compensation:

Compensation of the Police Officers of the Village of Algonquin shall be paid according to Appendix A attached hereto and by reference incorporated herein. Said compensation and placement at the steps shall be effective May 1, 2021 and all retroactive pay shall be distributed to the officers in a lump sum on or before two pay periods after the date of execution of this Agreement. The Village has no obligation to provide retroactive pay as a result of the agreed modification to the normal workweek and workday, to the extent that said modification resulted in the elimination of police officers' obligation to report to work fifteen (15) minutes prior to the start of the scheduled shift.

Section 5.2. Normal Workweek and Workday:

The normal workweek shall average forty (40) hours per week, but in some weeks employees shall work more than forty (40) hours and some weeks less than forty (40) hours. The normal workday for employees assigned to a specialty assignment(s) (including but not limited to Detective, DARE, SRO, Traffic Unit) shall be eight (8) hours including a thirty (30) minute paid lunch period, subject to emergency work duties. The normal workday for Patrol Officers not assigned to a specialty assignment shall be and one quarter (8.25) hours including a thirty (30) minute paid lunch period, subject to emergency work duties

Section 5.3. Overtime Pay:

Employees assigned to a specialty assignment (including but not limited to Detective, DARE, SRO, Traffic Unit) covered by this Agreement shall be paid one and one-half times their regular rate of pay for hours worked in excess of the eight (8) hours scheduled for the regular shift and for any days that the officer works in excess of the dates scheduled for the regular shift. Patrol Officers not assigned to a specialty assignment who are covered by this Agreement shall be paid one and one-half times their regular rate of pay for hours worked in excess of the eight and one quarter (8.25) hours scheduled for the regular shift and for any days that the officer works in excess of the dates scheduled for the regular shift.

Section 5.4. Overtime Scheduling:

The Chief of Police or his designee shall have the right to require overtime work and police 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 less than 24 hours: Police Officers will be contacted by seniority and have 15 minutes to respond to the overtime request. First the entire overtime shift will be offered to police officers on a regular scheduled day off. If no police officer volunteers for the entire overtime shift, on a voluntary basis the first four (4) hours of the overtime shift and the last four (4) hours of the overtime shift will be offered as described in the two paragraphs below. Once 15 minutes has elapsed the police officer with the most seniority that volunteered for the overtime will be selected to fill the overtime. If no police officer responds the most junior officer will fill the overtime request.

Overtime less than 24 hours will be attempted to be filled on a voluntary basis. To accomplish this goal, first the entire overtime shift will be offered to police officers on a regular scheduled day off (officers on the affected shift will have priority). Should multiple police officers volunteer for the entire overtime shift, the most senior officer by date of hire will be awarded the overtime shift.

If no police officer volunteers for the entire overtime shift, on a voluntary basis the first four (4) hours of the overtime shift will be offered to the most senior police officer on the prior shift down to the least senior police officer on the prior shift. If no one volunteers for the overtime assignment, it will be filled with the least senior police officer on the prior shift. The last four (4) hours of the overtime shift will be offered to the most senior police officer on the next shift following the overtime shift moving down the seniority list of the officers on the shift to the least senior police officer on the next shift. If no one volunteers for the overtime shift, it will be filled with the least senior officer on the following shift.

A hire back may be split into two four-hour sections and police officers may sign-up for either section. With at least seventy-two (72) hour notice, a more senior police officer may bump a junior police officer who has signed up for overtime. If overtime is posted in less than seventy-two (72) hours, the above rule will be followed, but a twenty-four (24) hour notice will apply. Any police officer who is willing to work the entire hire back shall bump any police officers who have signed up to work the split shifts regardless of the relative seniority of the police officers. A police officer on the same shift wanting the entire hire back, will have shift preference based on shift police officer seniority, and can bump and police officer from another shift that has signed up for the entire hire back. Police officers on vacation shall not be requested to work a hire back.

There shall be no shift preference for details. An overtime detail may be split into sections, minimum of 2 hours, and police officers may sign-up for either section as long as the hours are completely filled. In the event the “suggested split” creates an issue in covering the detail, administration has the right to assign officers based on reverse seniority. With at least seventy-two (72) hour notice, a more senior police officer may bump a junior police officer who has signed up for the detail.

If a detail is posted in less than seventy-two (72) hours, the above rule will be followed, and a twenty-four (24) hour notice will apply. However, any police officer who is willing to work the entire detail shall bump any police officers who have signed up to work the split shifts regardless of the relative seniority of the police officers. Police officers on vacation shall not be requested to work a detail.

If a police officer is on a shift trade, they are not to be forced to work last minute overtime unless they volunteer to work said overtime, unless all scheduled officers are required to work "last minute overtime" and the officer working the shift trade is the only remaining officer.

Section 5.5. Call Back Time:

Any Officer covered by this Agreement who is called back to work on an assignment (including stand-by court time) which does not continuously follow or precedes an Officer's regularly scheduled working hours shall be compensated a minimum of two (2) hours for each call back or the actual time worked, whichever amount is greater. If applicable, "call back time" hours will be paid at the overtime rate of pay. The term "call back time" means time in which an Officer is called back to work and physically reports to the location set by the Chief or his designee to perform some function for the Department.

In the event that an Officer is placed on court stand-by requiring the Officer to appear in court on a day off, the Officer shall be compensated a minimum of one (1) hour. The Officer shall be required to be at the Police Department or a location set by the Chief or his designee at least one (1) hour before the scheduled court appearance and shall be compensated for that one (1) hour of time. However, covered officers assigned to work the midnight shift may remain at his/her home while on court standby. If the Officer's testimony is not required, then the Officer shall be released for the remainder of the day. The above work time may be increased pursuant to the authority of the Chief or his designee as concerns court stand-by.

Section 5.6. Court Time:

Officers required to attend court on off-duty time shall be compensated with a minimum of two (2) hours straight time or the actual time worked, whichever is greater, for such court appearance. If applicable, "court time" hours will be paid at the overtime rate. In the event that the court date is canceled with less than twenty-four (24) hour notice to the off-duty officer, said officer shall receive an additional two (2) hours straight time pay at the affected officer's regular rate of pay.

Section 5.7. Meeting Time:

Any Officer required to be at a departmental meeting during off hours shall be compensated with a minimum of two (2) hours straight time or the actual time worked, whichever is greater, for such meeting. If applicable, "meeting time" hours will be paid at the overtime rate.

Section 5.8. Officer In Charge Compensation:

Patrol Officers assigned to act in the capacity of Officers in Charge shall receive, in addition to their regular compensation, additional compensation in the amount of \$4.50 per hour for all hours so worked.

Section 5.9. Work Breaks:

Breaks may be taken at the discretion of the supervisor, for reasonable intervals, at reasonable times, and with such other units as the supervisor may deem reasonable. The supervisor shall ensure that adequate coverage exists at all times during break periods. The break period is considered on-duty time, and personnel are considered available for any assignment during any break period, including all routine calls within their beat.

Section 5.10. Compensatory Time:

A police officer hired prior to June 1, 2021 who is entitled to time and one-half pay, double time pay, or straight time pay under this agreement may elect compensatory time at time and one-half rate, double time rate, or straight time rate, in lieu of pay, to a maximum of eighty (80) rolling hours, by giving advance notice to the Village.

A police officer hired after to June 1, 2021 who is entitled to time and one-half pay, double time pay, or straight time pay under this agreement may elect compensatory time at time and one-half rate, double time rate, or straight time rate, in lieu of pay, to a maximum of forty-one and one quarter (41.25) rolling hours, by giving advance notice to the Village.

An employee with accrued compensatory time may make advanced request for time off (increments no less than .25 hours), and time off will be approved by the Chief or his designee based upon departmental needs without a wait time as long as the shift is above minimum staffing.

In the event that any Officer covered by this Agreement terminates his employment with the Village of Algonquin, he shall be paid his then hourly rate of pay for each hour accumulated as compensatory time.

On an annual basis (coinciding with the sick day buy back), police officers hired prior to June 1, 2021 can sell back up to 80 hours of accumulated comp time to be applied toward one of the Village's deferred compensation programs, and police officers hired after June 1, 2021 can sell back up to 41.25 hours of accumulated comp time to be applied toward one of the Village's deferred compensation programs.

Section 5.11. No Pyramiding:

Compensation shall not be paid more than once for the same hours under any provision of this Article or this entire Agreement.

Section 5.12. Training Academy:

Newly hired officers attending a police training academy, with lodging, shall be compensated at the appropriate straight time rate of pay for eight (8) hours for each day spent in training, and shall be compensated for time and mileage spent for one (1) round trip from either the police department to the academy or their home to the academy, whichever is less and shall be compensated for mileage spent for an additional one (1) round trip from either the police department to the academy or their home to the academy, whichever is less. In addition, while an Officer is attending the academy, the Officer's payroll checks (with written authorization) can be mailed to the location specified by the Officer.

If the police training academy selected by the Village does not provide lodging for the duration of the academy, and the police officer is required to commute to and from the academy daily, the police officer shall be compensated straight time at the officer's regular hourly rate of pay for travel time each way for the duration of the academy, plus mileage if no department vehicle is available for use by the officer for the duration of the academy training.

Covered officers voluntarily leaving the employment of the Village for the purpose of police employment elsewhere shall reimburse the Village for expenses actually incurred for state-required basic training only, as set forth below:

Departure prior to completion of one (1) year of service -
100% reimbursement, with maximum reimbursement of \$3,000.00.

Departure prior to completion of two (2) years of service -
50% reimbursement, with maximum reimbursement of \$1,500.00.

Covered employees shall not be liable for costs of field training or wages earned. The reimbursement provisions of this Section shall not apply to covered employees employed prior to the date of execution of this Agreement. Employees will be notified of this requirement prior to the extension of an offer of employment with the Algonquin Police Department.

Section 5.13. Lateral Hires:

At the discretion of the Chief of Police, newly hired police officers who have previous police experience as full-time police officers and are Illinois certified officers or equivalent may be placed in the wage as determined by the Chief of Police.

Placement of newly hired officers pursuant to this Section shall be for salary purposes only, and shall not affect a newly hired officer's seniority for any other purpose.

**ARTICLE VI
UNION SECURITY AND DUES CHECK-OFF**

Section 6.1. Dues Deductions:

Upon receipt of proper written authorization from an employee, 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 twenty-one (21) days after the deductions have been made.

Section 6.2. Indemnity:

The Chapter hereby indemnifies and agrees to hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of, any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article, and shall reimburse the Village for all legal costs that shall arise out of, or by reason of action, taken or not taken by the Village in compliance with the provisions of this Article provided the Village does not initiate or prosecute such action.

Section 6.3. Revocation of Dues:

A Chapter member desiring to revoke the dues check-off may do so by written notice to the Employer at any time upon thirty (30) days' notice.

Section 6.4. Union Membership:

The decision to join the Union or not join the Union is the individual decision of each employee. Neither the Village nor the Union will interfere with an employee's freedom of decision and/or discriminate against any employee because of Union membership or non-membership.

Section 6.5. Bulletin Boards:

The Village shall provide the Chapter with designated space on available bulletin boards, upon which the Chapter may post its official notices of a non-political, non-inflammatory nature. The Union will limit the posting of Union notices to said bulletin board.

Section 6.6. Labor-Management Meetings:

The Chapter and the Employer agree that, in the interest of efficient management and harmonious employee relations, quarterly meetings will be held between no more than two (2) Chapter representatives and responsible administrative representatives of the Employer. In addition, meetings maybe requested by either party at least seven 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 employee's supervisor. The Village in its sole discretion shall determine its representatives at such meetings.

ARTICLE VII VACATION

Section 7.1. Eligibility and Allowances:

All employees shall be eligible for paid vacation time after the completion of six (6) months of continuous full-time employment. Vacation accrues proportionally each pay period, not in one lump sum.

Section 7.2. Vacation Pay:

The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job classification at the commencement of the vacation period.

Section 7.3. Scheduling:

Vacations shall be scheduled on a year-round basis. During the November 1st to December 15th vacation selection timeframe, the officers with the most seniority making a vacation day request that results in a second person off on a shift for one (1) day in conjunction with a five (5) day vacation block will not be denied that request. (RDO's may occur on either side or during the five- day minimum vacation day request.) This vacation day use outside the current time off policy will be limited to six (6) instances per vacation year for the entire bargaining unit. Employees shall select their vacations according to seniority, with all vacations chosen by December 15th of each year if seniority is to apply. The Police Chief shall schedule vacations and determine the maximum number of employees who may be on vacation at any one time, taking into account the needs of the Department, employee advance requests, and employee seniority. After vacation bids for the following calendar year are complete, starting January 1st and running through December 31st of that calendar year vacation time shall be approved by the Chief or designee without a wait time as long as the shift is above minimum staffing.

Vacation may not be taken in increments of less than a quarter (0.25) hour.

Subject to the approval of the Chief or his designee, a maximum of five (5) vacation days may be carried over to the following calendar year but they must be used in the first quarter of the year or be lost.

Section 7.4. Accrual Schedule:

Vacation leave shall be earned during the employment year, anniversary date to anniversary date, (anniversary date shall mean date of hire) at the following rates:

0 up to 6 months	Zero (0) hours
After 6 months but less than 1 year:	Eight (8) hours
After 1 year but less than 2 years:	Forty-eight (48) hours
After 2 years but less than 5 years:	Eighty-eight (88) hours
After 5 years but less than 11 years:	One hundred thirty-six (136) hours
After 11 years but less than 18 years:	One hundred seventy-six (176) hours
After 18 years, but less than 24 years:	Two hundred eight (208) hours

Eight additional hours of vacation will be accumulated every year until the thirtieth year of employment.

Section 7.5. Accumulation:

Vacation credit shall not be accumulated during any layoff period, nor shall vacation credit be accumulated during an unpaid leave of absence.

Section 7.6. Village Emergency:

In case of an emergency, the Village Manager or Police Chief may cancel and reschedule any or all approved vacation leaves in advance of their being taken, and/or recall any officer from vacation in progress.

**ARTICLE VIII
HOLIDAY AND PERSONAL TIME**

Section 8.1. Holiday:

The following nine days are holidays with pay for all officers in the Village service:

New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day Labor Day

When a holiday falls on a Saturday the preceding Friday shall be observed as a holiday. When a holiday falls on a Sunday the following Monday shall be observed as a holiday.

Section 8.2. Holiday Pay:

Officers scheduled to work on a holiday shall do so. All holidays worked will be scheduled as eight (8) hours. Holiday pay shall be paid on the following basis:

- a. Any employee taking an unexcused absence on the day before or after a holiday shall not be paid for that holiday. An unexcused absence shall include, but not be limited to the following: AWOL, any vacation day or personal day that has not been previously approved. The Chief of Police, at his discretion, may require an officer using paid sick leave on the day before or after a holiday to provide written proof of illness, if the officer has used paid sick leave in conjunction with a holiday previously within the term of this Agreement. The Chief of Police must notify an affected officer that he/she is to provide said notice prior to the use of a sick day.
- b. If an Officer works on a holiday, compensation will be at one and one-half (1 1/2) times the Officer's hourly rate for each hour worked, plus eight (8) hours pay for the holiday. Any officer who works more than eight hours in conjunction with their holiday shift shall be compensated at two (2) times that officer's regular hourly rate of pay for all hours worked beyond eight (8) hours, plus eight (8) hours pay for the holiday. Any officer not scheduled to work a particular holiday who is called in to work that holiday shall be compensated at two (2) times the officer's regular hourly rate of pay for all hours so worked, plus eight (8) hours pay for the holiday.
- c. If a holiday falls on an officer's regularly scheduled day off, he shall receive eight (8) hours pay upon submitting a benefit sheet.
- d. Officers not assigned to the patrol division will receive the day off with pay on holidays designated in Section 8.1.
- e. Any Officer who is on a regularly scheduled vacation between Monday and Friday of a week, which includes a scheduled holiday, will receive an additional eight (8) hours pay for the holiday or an additional day off.

Section 8.3. Personal Hours:

Employees will receive twenty-four hours (24) of personal time immediately upon their date of hire. Upon one (1) full year of employment, employees will receive twenty-four (24) hours of personal time. Thereafter, personal hours are awarded at the beginning of every fiscal year (May 1). All personal hours must be used by the end of the fiscal year in which they are provided.

Personal hours may be used in .25-hour increments and shall be paid at the employee's regular rate of pay for eight (8) hours.

The Chief or his designee must approve the use of personal hours without a wait time as long the shift is above minimums. Unused personal hours cannot be carried over from year to year.

Any personal hours not used in the fiscal year will be forfeited unless the Chief or his designee gives approval for carry over of those hours. Any personal hours carried over from the previous year must be utilized within thirty (30) days. The Village may require an employee to utilize unused personal hours. In the event of death, any unused personal hours shall be paid to the designated beneficiary of the deceased employee.

ARTICLE IX LEAVE OF ABSENCE

Section 9.1. Absence from Work:

All absences from work must be reported to the Supervisor in charge prior to assigned working shift.

Section 9.2. Sick Leave:

Police Officers shall begin accruing sick leave after ninety days following their date of hire at the rate of one (1) day per month of service, up to a maximum of two hundred and forty (240) days. The employee must work a minimum of one-half (1/2) the normal working days to be credited with a sick day within any month. For periods of sick leave absence of more than three (3) days, patrol officers may, if requested, be required to submit medical documentation or other acceptable evidence of incapacity for work to the Police Chief (or his designee).

The Chief or his designee may grant use of sick days for emergency leave. This must be approved one (1) day in advance and only under unusual circumstances. This may apply to personal business when use is impossible during off hours. Leave is limited to time necessary for appointments. Employees are expected to return to work as soon as possible. Sick pay usage shall be utilized in half (1/2) hour increments.

An employee who uses less than four (4) days sick leave in the one (1) year period between May 1 and April 30 may receive (at the employee's option) payment (at the hourly rate as of April 30) for the difference between four (4) days and the amount actually used. The number of hours for which payment is received will be subtracted from the employee's accumulated sick leave. Employees hired after May 1 of any year are not eligible for this payment in the fiscal year in which they are hired. At the employee's option, this payment may be made to the employee through the payroll process or applied to one of the Village's deferred compensation programs.

Upon separation, the Village will pay the employee who is voluntarily leaving his employment one half of the employee's accrued but unused sick days in excess of sixty (60) days, up to a maximum of 300 hours of pay. For example, if an employee retires with 86 accrued but unused sick days, the employee will be paid for 13 sick days (i.e. one-half of the 26 days that are in excess of the 60 days). This payment may be applied toward a health insurance fund maintained internally by the Village of Algonquin to be applied toward the Village's total insurance premium rates for the coverage selected (not the employee rate). To apply, the employee must officially retire (draw a pension). Any remaining funds would be forfeited if there is a lapse in coverage and/or coverage is cancelled.

Management has the right to require an employee to obtain a doctor's note after an employee has used three sick days' instances in any rolling 12-month period. An instance is one illness or one event, whether 2 hours or one week in duration as long as it consists of consecutive days. Any sick time use where a doctor's note is provided or is pursuant to FMLA leave will not be counted against these instances. The request will be made at, or as reasonably close to, the sick time call in as possible.

Section 9.3. Medical Leave (including pregnancy):

Final approval on all medical leaves is vested exclusively with the Village Manager. In order for a medical leave to be approved, the employee must submit a statement from the employee's doctor indicating temporary disability, medical attention required, and the expected duration of the disability. A medical leave shall be on an unpaid basis and it shall not exceed three (3) months, unless express, written approval is first obtained from the Police Commission.

Employees are required to substitute accrued paid benefit time for any part of an FMLA leave taken. Substitution of accrued benefit time for unpaid leave will occur in the following order for the following three FMLA-qualified reasons:

1. Birth of an employee's child - For the first three days, the Village will allow the employee to use Sick Time, thereafter the following sequence occurs: Vacation, Compensatory Time, Personal Days, Sick Time.
2. Care for an employee's immediate family member - Vacation, Compensatory Time, Personal Days, Sick Time.
3. Employee's own serious health condition - Sick Time, Vacation, Compensatory Time, Personal Days.

Police Officers returning to work after any disability leave must have a written release from a physician verifying that they are able to return to work and safely perform the essential functions of their job. While on disability leave, the Chief has the authority to demand monthly status reports verifying the need for the continued leave.

All medical leaves granted by the Village of Algonquin shall be in full compliance with the Federal Family Medical Leave Act.

Section 9.4. Funeral Leave:

The Chief or his designee will grant leave with pay for funerals and wakes in the immediate family. The immediate family shall be defined to include spouse, parents, children, grandparents, brother, sisters and equivalent in-laws. The maximum funeral leave shall be three (3) days.

Section 9.5. General Leave of Absence:

A Police Officer, regardless of length of service or status, may be absent from work without pay and without losing seniority benefits for a period of one (1) year, subject to written approval of Chief of Police. In no case shall benefits accrue to the Police Officer while he is on an extended leave of absence beyond thirty (30) days. Unauthorized absence from work shall be cause for disciplinary action.

Section 9.6. Military Leave:

A full time Police Officer of the Village shall be entitled to a military leave of absence in accordance with applicable State and Federal Laws. No loss of seniority will occur during these absences.

Section 9.7. Jury Duty:

Police Officers called for jury duty will receive their regular compensation for the length of their jury duty, minus the amount of any stipend received for jury duty.

Section 9.8. Benefits While On Leave:

Unless otherwise stated in this Article or otherwise required by law, length of service and other benefits shall not accrue nor be eligible for any employee who is on an approved leave status. During an approved leave of absence or layoff under this Agreement, the employee shall be entitled to coverage under applicable group and life insurance plans to the extent provided in such plan[s], provided the employee makes arrangements for the changes and arranges to pay the entire insurance premium involved, and any additional surcharges allowed by law, including the amount of premium previously paid by the Village.

ARTICLE X EDUCATION BENEFITS

Section 10.1. On-Duty Training:

Police Officers attending required training sessions away from the Police Department shall either be provided transportation to and from the training location, if available, or shall be paid the prevailing rate mileage allowance for the use of their own vehicle. An officer who attends a police-related seminar, upon the direction of the Chief, on his own time will receive one (1) hour pay at the Officer's straight time hourly rate of pay for each hour spent in said seminar. In addition, the Village will pay for travel time as follows:

The parties agree travel time shall not be included in the calculation of hours worked for purposes of overtime compensation. Actual time spent in training shall be included in the calculation of hours worked for purposes of overtime compensation. Officers shall be compensated at the Officer's straight time hourly rate of pay for travel time to and from said seminar in accordance with the list attached as Appendix C. Should the Village require attendance by officers at additional schools, the parties agree to negotiate standard travel times for travel to and from said schools.

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 compensation. It is also agreed that the transportation to and from these training sessions will be the Officer's responsibility.

The parties agree that when an officer is required to stay overnight for training, that officer shall be given a cash allotment \$32.00 dollars for overnight, \$6.00 for breakfast, \$10.00 for lunch and \$16.00 for dinner with receipts required. Training where meals are provided will not be reimbursed (i.e. if lunch is offered, no reimbursement will be paid). If a meal is provided, the value of that meal shall be deducted from the stipend. (e.g. if lunch is provided, \$10.00 is deducted from the \$32.00). If an officer is required to stay overnight, meal money shall be advanced to that officer, provided the officer submits a written request to the Chief of Police or his designee at least ten (10) calendar days prior to the training date. Each Officer on such an assignment shall turn the balance of such funds to the Village along with receipts for expenditures for meals at the end of said training assignment.

Section 10.2. Scheduling of On-Duty Training:

All Police Officers assigned to in-house training shall be given notice of such training with a posting of the shift schedules. When training outside the Department is scheduled for Officers covered herein, said Officers shall be given as much notice as possible as the Village receives notice from the training facilities.

Section 10.3. Educational Incentive:

Regular full-time employees enrolled in a degree program or a course directly related to municipal business or to the employee's position may request tuition reimbursement from the Village. Before reimbursement may be granted, the employee must notify and receive written approval from the Chief of Police no later than two (2) months prior to the beginning of the fiscal year in which the employee wishes to attend the training. The Chief of Police shall make the final determination regarding whether a course or degree program is job-related and may deny any request for reimbursement that is not classified as such.

Reimbursement may be made for tuition, required books, or required class materials, upon submission of written receipts for same, according to the following schedule, only after completion of the course or training session:

Grade A - 90% reimbursement
Grade C - 50% reimbursement

Grade B - 70% reimbursement
Grade D or F - no reimbursement

If a course is only offered as a Pass/Fail, then a "Pass" grade shall be reimbursed at the 70% level and a "Fail" grade shall receive no reimbursement. If a course has an option to be graded as Pass/Fail, then a "Pass" grade shall be reimbursed at the 50% level and a "Fail" grade shall receive no reimbursement.

Certification of completion of the class and a grade report must be submitted.

Tuition reimbursement does not include mileage, activity or student fees, meals, lodging, parking, tolls, general supplies, or other incidental expenses. Reimbursement of tuition and/or completion of such training shall not be construed as guaranteeing that an employee will be retained, promoted, or advanced.

Courses or programs that may be eligible for reimbursement include classes offered by an accredited college, university, or technical school, courses offered as part of an adult continuing education program, and courses offered by a professional educational or training company or facility.

Training or classes which an educational institution requires to be taken to satisfy general degree requirements and which are not directly related to the specialization or major of a degree program will not be considered for reimbursement.

Employees enrolling in educational courses are encouraged to take advantage of and pursue other financial sources, such as grants, scholarships, G.I. benefits, and fellowships that they are eligible to apply for or receive. The Village will consider the difference between any financial aid awarded and the actual cost of tuition for reimbursement.

The maximum amount of tuition or training reimbursement that may be paid to any employee is one thousand five-hundred (\$1,500) for undergraduate work or three thousand dollars (\$3,000) for postgraduate courses in any one fiscal year. In the event that funding is not available in the budget or has already been expended for any fiscal year, but all other requirements are met, employees are encouraged to re-submit the request during the following fiscal year.

Employees wishing to participate in our Tuition Reimbursement Program will be required to sign a Tuition Reimbursement Refund Agreement. This agreement will be provided when your request is granted.

Section 10.4. Travel and Meeting Expense Allowances:

The Village, upon the Chief's approval, shall reimburse Police Officers for professional conferences and training seminars, providing such funds are available and the conference and/or training seminars are job related.

Conventions, seminars, workshops, and conferences, generally of a national scope or regional (multi-state) scope may be attended by Officers if the gathering of national groups is specifically related to his technical area. In all cases, specific approval by the Chief of Police is necessary.

Police Officer wishing to attend a conference or gathering at his expense must receive written prior approval of the Chief of Police to be away from his or her regular duties.

Any Police Officer attending any conference, meeting, seminar or convention as a representative of the Village of Algonquin is expected to conduct himself or herself in a manner as if he or she was still at work. Any improper conduct will be treated as if it occurred during regular working hours.

Any Police Officer attending any conference, meeting, seminar or convention and being reimbursed by the Village is to submit paid receipts for reimbursable expenses. The Village Treasurer will not reimburse expenses which are not documented or which are unreasonable.

ARTICLE XI GRIEVANCE PROCEDURE

Section 11.1. Definition:

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 or the Chapter against the Employer involving the meaning, interpretation or application of the provisions of this Agreement. The parties agree that the discipline of oral or written reprimands shall be subject to the jurisdiction to the grievance procedure. Any time period provided for under the steps in the grievance procedure may be mutually extended or contracted.

STEP ONE: The employee, with or without a Chapter representative, may take up a grievance with the employee's immediate supervisor designated by the Chief, within ten (10) calendar days of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond within ten (10) calendar days after such discussion. If the grievance is adjusted at Step One, the supervisor shall notify the Chief and Chapter representative in writing within ten (10) days thereafter the nature of the grievance and its resolution.

STEP TWO: If not adjusted in Step One, the grievance shall be reduced to writing and presented by the Chapter to the Chief of Police within ten (10) calendar days following the receipt of the supervisor's answer in Step One. The Chief of Police shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting with the employee, the supervisor involved and Chapter Representative within ten (10) calendar days after receipt of the grievance from the Chapter. The Chief of Police shall then render a decision, based on the supplied information during the meeting, within ten (10) calendar days of the meeting.

STEP THREE: If the grievance is not adjusted in Step Two, the grievance shall be submitted to the Village Manager or his designated representative within five (5) calendar days of the receipt from the Chief of police his response to the Step Two procedure. A meeting shall be held at a mutually agreeable time and place and participants shall discuss the grievance and hopefully come to an equitable solution. If a grievance is settled because of such meeting, the settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the Village Manager, or his designated representative, shall give the Chapter the Employer's answer within ten (10) calendar days following their meeting.

STEP FOUR: a. If the Chapter is not satisfied with the decision of the Village Manager, the Chapter may appeal the grievance to arbitration by notifying the Village Manager in writing within ten (10) calendar days after receipt of the Village Manager's response in Step 4. Within ten (10) calendar days of receipt of such request the Chapter and the Village shall jointly submit the dispute to the Federal Mediation and Conciliation Service (FMCS), if the Federal Mediation and Conciliation Services is unavailable or unable to hear this dispute then the parties shall jointly submit the dispute to the American Arbitration Association and shall request a panel of five (5) arbitrators. If agreement cannot be reached in the selection of an arbitration service, the choice shall be determined by a coin toss. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Village and the Chapter shall have the right to strike two (2) names from the panel. The order of alternate striking shall be determined by a coin toss, with the losing party striking the first and third names. The person remaining shall be the arbitrator. The arbitrator shall fix the time and place of the hearing which shall be as soon as possible after his selection subject to the reasonable availability of Chapter and Village representatives.

The Arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing subject to the availability of Chapter and Village representatives.

The Village and Chapter shall have the right to request the Arbitrator to require the presence of witnesses or documents. Both parties may retain the right to employ legal counsel.

b. The power of the arbitrator shall be limited to the interpretation and application of the written terms of this Agreement. In no event may the terms and provisions of the Agreement be deleted, modified or amended by the arbitrator. He shall consider and decide only the specific issue raised by the grievance as originally submitted in writing to the Village, and shall have no authority to make his decision on any issue not so submitted to him. The arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. In the event the arbitrator finds a violation of the Agreement, he shall determine an appropriate remedy. The decision of the arbitrator shall be final and binding on the parties. No decision or remedy of the arbitrator shall be retroactive beyond the period specified in Step 1 of this grievance procedure.

Section 11.2. Fees and Expenses of Arbitration:

The fee and expenses of the arbitrator and the cost of the written transcript, if requested by both parties, shall be divided equally between the Village and the Chapter provided, however, that each party shall fully bear the expense of preparing and presenting its own case including the costs of witnesses and other persons (not employed by the Village) it requires to attend the arbitration. Should only one party request a transcript, that party shall pay for the cost of the transcript.

Section 11.3. Forms:

The Village shall furnish mutually acceptable grievance forms, which shall be used by both parties.

Section 11.4. General Rules:

a. Any decision not appealed by the employee or the Chapter as provided within the time limits specified in each step shall be considered settled based on the latest decision and shall not be subject to further appeal. Any grievance not answered within the time limits specified in each step shall be automatically appealed to the next step. However, time limits at each step may be extended by mutual written agreement of the Chapter and the Village.

b. No matter or action shall be treated as a grievance unless a grievance is filed in accordance with this Article.

c. No grievance settlement made as a result of the grievance procedure shall contravene the provisions of this Agreement.

Section 11.5. Notice of Union Representation:

The Chapter shall certify to the Village the names of those officers who are designated as representatives (stewards) for each shift and the Investigations Division. These officers shall be the only employees authorized to function as representatives/stewards on each respective shift and division, other than Chapter Executive Board members who are assigned to the respective shifts or Division.

Section 11.6. Rights of Chapter:

Nothing herein shall interfere with the rights of the Chapter as set forth in Section 6 (b) of the Act.

ARTICLE XII NON-DISCRIMINATION

Section 12.1. Non-Discrimination:

In accordance with applicable law both the Village and the Chapter agree not to discriminate against any employee covered by this Agreement in a manner which would violate federal or state laws on the basis of race, sex, creed, religion, color, marital status, age, national origin, political affiliation and/or beliefs, mental and/or physical handicaps and Chapter activities.

Section 12.2. Chapter Activity:

The Village and Chapter agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by law or by this Agreement, or on account of membership or non-membership in, the Chapter.

ARTICLE XIII DISCIPLINE

Section 13.1. Just Cause:

No Police Officer shall be suspended or discharged except for just cause, with the exception that probationary Officers may be suspended or discharged with or without cause.

Section 13.2. Jurisdiction of Police Commission:

Disciplinary action, up to and including termination, is subject to the jurisdiction of the Board of Police Commissioners according to the applicable State law, and in accordance with the Rules and Regulations of the Algonquin Board of Police Commissioners. Notice of said disciplinary action shall be provided in writing to the employee. Nothing in the Article, 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 Board of Police Commissioners, or part of the Grievance Procedure.

Section 13.3. Written Reprimand:

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

Section 13.4. Personnel File:

The Village agrees to abide by the lawful requirements of the "Personnel Record Review Act", Illinois Compiled Statutes 820 ILCS 40/.01 et. seq.

Section 13.5. Use of Written Reprimand:

Any written reprimand given to an employee shall not be used for any purpose external to the Village. Any written reprimand, no matter how old, may be introduced when relevant at a disciplinary proceeding before the Board of Police Commissioners or otherwise used for any reasonable purpose internal to the Village.

ARTICLE XIV INVESTIGATIONS CONCERNING OFFICERS

Section 14.1. Right to Investigate:

The Village agrees to abide by the lawful requirements of the Illinois Revised Statutes, Chapter 85, Subsections 2551, et. seq.

Section 14.2. Timeliness of Investigation:

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 pursuant to the Uniform Police Officers Disciplinary Act 50 ILCS 725/1 et. seq., 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.

Section 14.3. Drug and Alcohol Testing Policy:

The policy in effect as of the execution of this agreement shall remain in effect throughout the duration of the Agreement. The Village shall not change the policy in any way without first notifying the Union and negotiating with the Union prior to any such change(s). The policy is attached as Appendix D.

Section 14.4. Drug and Alcohol Testing Following Officer Involved Shootings:

The Drug and Alcohol Testing Following Officer Involved Shootings policy is contained in Appendix E of this Agreement. The purposes of this Section, and Appendix E, is to comply with Illinois public Act #100-0389, as codified in 50 ILCS 727/1-2, and as amended from time to time. Should the provisions of this Act be repealed, stricken, held unconstitutional or unenforceable by any court of competent jurisdiction, then this Section and Appendix E shall be deemed null and void.

ARTICLE XV HOSPITALIZATION, DENTAL, OPTICAL AND LIFE INSURANCE

Section 15.1. Hospitalization:

The Village shall continue to provide hospitalization coverage at no cost to each eligible employee for individual coverage. The terms of the hospitalization program shall be exclusively controlled by the plan documents, and police officers shall be provided with the same coverage provided to non-Union Personnel at the Village. Employees shall be responsible to contribute to health insurance premiums for other than individual coverage as set forth below:

Single plus one and/or Family coverage:

15% a month of the actual and total premium paid by the Village for invoice(s) for the health and/or dental coverage (i.e. \$118.52 which is 15% of the actual \$790.12 paid by the Village for health and dental premium for family HMO coverage, \$179.64, which is 15% of the actual \$1197.60 paid by the Village for health and dental premium for family PPO coverage).

Premiums paid by contractual employees will not exceed those paid by other non-administrative employees. Current employees (as determined by the seniority list) utilizing single coverage will continue to pay no premium for that coverage.

All employees hired on or after May 1, 2013, will contribute 15% of premium costs for health and dental insurance for all levels of coverage.

Section 15.2. Life Insurance:

The Village shall continue to provide life insurance on each Police Officer. The terms of the life insurance plan or plans shall be exclusively controlled by the plan documents, and Police Officers shall be provided with the same coverage provided to non-Union personnel at the Village.

Section 15.3. Continuation of Benefit:

When an officer is killed in the line of duty, the Village will pay the full costs of premiums for current health insurance for the benefit of the spouse and minor children of the deceased Officer. Said coverage shall continue for the Officer's spouse until and unless the spouse remarries or becomes eligible for Medicare. Said coverage shall continue for the Officer's minor children until they reach the age of twenty-five (25).

ARTICLE XVI UNIFORM AND EQUIPMENT BENEFITS

Section 16.1.1 Uniform and Equipment Benefits for Officers Hired Prior to 11/16/2005:

Each Officer covered by this Agreement that shall receive a Uniform allowance of \$700.00 per fiscal year. The Village shall make the yearly uniform allowance available at the end of each fiscal quarter, with the payment for that quarter being equal to the amount of the receipt(s) showing proof of purchase or proof of maintenance of uniforms for that quarterly period, until the \$700.00 limit is reached. At the end of each quarter, the Village shall provide covered employees with a statement showing the affected officers' remaining uniform allowances.

Upon advance prior written approval of the Chief, an Officer may be permitted to purchase more than \$700.00 in uniforms and/or acceptable equipment in one (1) year with the understanding that the Officer will be reimbursed for any amount over \$700.00 in the following year.

Whenever the Village reimburses an Officer that was hired before 11/16/2005, for the purchase of uniforms and/or acceptable equipment and the Officer's employment is terminated, either voluntarily or involuntarily, then the Officer is responsible for returning all uniforms and/or equipment up to the amount in which the Officer was previously reimbursed. Under no circumstances will a terminated Officer be required to return uniforms and/or equipment to cover past reimbursements totaling more than \$1,400.00.

Section 16.1.2 Uniform and Equipment Benefits for Officers Hired after 11/16/2005:

Each officer upon hire shall have uniform items issued to him. The items that will be issued are listed in the Algonquin Police Department Initial Issue Uniform List.

Algonquin Police Department Initial Issue Uniform List

<u>Item</u>	<u># Issued</u>	<u>Item</u>	<u># Issued</u>	<u>Item</u>	<u># Issued</u>
Pants	3	Shirt, Long Sleeve	3	Shirt, Short Sleeve	3
Turtleneck	3	Jacket	1	Latex Glove Pouch	1
Raincoat	1	CPP SM-1 Traffic Vest	1	Report Clipboard	1
Hat Strap	1	Hat Cover	1	Baseball Cap	2
Duty Belt	1	Inner Belt	1	Holster	1
Boots	1	Handcuff Case	1	ASP Holder	1
Keepers	4	Radio Holder	1	Handcuffs (Chain)	1
Shoes <u>or</u>	1	Magazine Holder	1	ASP 26"	1
Body Armor	1	Fox Labs OC	1	OC Holder	1
Badge	1	Citation Holder	1	P-ticket Holder	1
Hat	1	Duty Ammunition	1 Box (50)		

Whenever the Village purchases equipment for an officer, or reimburses an Officer for the purchase of uniforms and/or acceptable equipment and the Officer's employment is terminated, either voluntarily or involuntarily, then the Officer is responsible for returning all uniforms and/or equipment on the list and any specialized equipment purchased pursuant to assignment.

Each Officer covered by this Agreement that shall receive a Uniform allowance of \$700.00 per fiscal year. The Village shall make the yearly uniform allowance available to the Police Officer on the Police Officer's anniversary date of hire.

Section 16.2. Training Ammunition:

Each officer covered by this Agreement shall be supplied with nine (9) boxes of ammunition (fifty rounds/box) for his primary duty weapon for all qualifications and training sessions. Training sessions are to be completed on the officer's own time and at the officer's discretion. The Village shall supply this ammunition at no cost to the affected officer.

Section 16.3. Protective Vests:

The Village agrees to provide each officer commencing employment with the Algonquin Police Department a protective vest, valued up to a maximum of seven hundred and sixty dollars (\$760.00) per officer.

An officer may replace said vest every five (5) years, and shall receive a replacement vest valued up to \$760.00 from the Village. The body armor provided will meet the requirements for Type II or III- A classification of the National Institute of Justice (NIJ) Standard 0101.04 (or current applicable NIJ standard). An officer wishing to replace body armor that is four years old, or older, must make the request by December 31st. The body armor will be replaced in the following fiscal year. The Village will replace, as soon as possible, body armor that is shot with a bullet or otherwise compromised by a knife or other weapon. The selection of the new protective vest must be approved by the Chief of Police or his designee. Officers may utilize uniform allowance to cover the remainder of the cost of a new vest.

Officers receiving vests shall be required to return any used vests, (which were purchased with Village funds), to the Village.

Upon the return of the protective vest, any officer who was hired prior to the signing of this agreement, leaving the employ of the Village may receive a \$200 credit toward the \$1,400 maximum reimbursement required under Section 16.1 above.

The parties agree that the Village may require all police officers to wear protective vests while on duty.

Section 16.4. Body Worn Cameras

Prior to the implementation of a body worn cameras and the policies that will govern their use by the Algonquin Police Department, the Village and the Union agree to bargain over the policy related to the use of officer body worn cameras in accordance with the Illinois Body Worn Camera Act, 50 ILCS 706.

**ARTICLE XVII
OFF DUTY EMPLOYMENT**

Section 17.1. Employment Outside Department:

The Chief of Police may restrict off duty employment in the best interest of department operations. Patrol Officers may be allowed to engage in off duty employment up to a maximum of twenty (20) hours per week, subject to the prior written approval of the Chief of Police or his designee.

Section 17.2. Extra Duty Details:

When the Chief posts an extra duty detail for Patrol Officers, it will be filled by Officers on a seniority-rotating basis. Any Officer who accepts an extra duty assignment and later rejects or declines it without reasonable cause is responsible for finding a replacement. Any Officer that, without good cause, fails to cover an accepted extra-duty assignment will be subject to discipline and/or restrictions from future detail work for a period of six (6) months.

**ARTICLE XVIII
SENIORITY**

Section 18.1. Seniority:

Unless stated otherwise in this Agreement, seniority for the purpose of this Agreement shall be defined as a Police Officer's length of continuous full-time service with the Village since the Police Officer's last date of hire.

Section 18.2. Determination of Seniority:

Seniority shall be determined by Police Officers' length of service in the department. Time spent in the armed forces on military leave of absence and authorized leaves not to exceed one (1) year and time loss duty related disability shall be included.

Section 18.3. Maintenance of Seniority List:

A current and up-to-date seniority list showing the names and length of service of each Police Officer shall be maintained for inspection by members and shall be updated on a semiannual basis. This list is contained in Appendix B, which is attached hereto and made a part hereof.

Section 18.4. Forfeiture of Seniority:

A Police Officer shall forfeit his seniority rights upon separation from services due to dismissal, layoff or retirement. Full seniority rights shall be reinstated provided that any officer, who has a break in service of more than one year, must successfully complete a retraining program prescribed and approved by the Chief of Police and at the Village's expense and under the following conditions:

- a. A Police Officer is dismissed and later reinstated by a Court of competent jurisdiction.
- b. A Police Officer is separated due to a layoff or reduction in force and is later reinstated under conditions provided in the Illinois Compiled Statutes.

Section 18.5. Purpose of Seniority:

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

**ARTICLE XIX
BOARD OF POLICE AND FIRE COMMISSIONERS**

Section 19.1. Board of Police Commissioners:

The parties recognize that the Village of Algonquin Board of Police Commissioners has certain statutory authority over employees covered by this Agreement, including but not limited to the right to make, alter and enforce rules and regulations and impose disciplinary sanctions. Nothing in this Agreement is intended in any way to replace and diminish any such authority.

**ARTICLE XX
SAVINGS CLAUSE**

Section 20.1. Savings Clause:

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

**ARTICLE XXI
ENTIRE AGREEMENT**

Section 21.1. Entire Agreement:

This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between the parties for its term. This Agreement 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. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Chapter shall have the right to impact and effects bargaining, and the Village shall have the right to temporarily implement management decisions pending final resolution of any effects bargaining as timely requested by the Union.

Section 21.2. Ratification and Amendment:

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

**ARTICLE XXII
LIGHT DUTY**

Section 22.1. Work Schedule for Light Duty:

Any Officer who is injured and unable to perform his full-time duty may be allowed, with a written physician's approval, the opportunity to work light duty, subject to the Chiefs approval and in accordance with the needs of the Department, and according to the applicable departmental policy. The Village and the Chapter agree that there shall be no pyramiding of benefits of light duty assignments with workmen's compensation or other disability benefits.

**ARTICLE XXIII
TERMINATION**

Section 23.1. Termination:

This Agreement shall be effective as of the day after it is executed by both parties and shall remain in force and effect until April 30, 2025. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date and not earlier than one hundred twenty (120) days that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. In the event that either party desires to terminate this Agreement, then the benefits as described herein shall remain in full force and effect with no diminution up to and until a new collective bargaining agreement shall be executed, and the party wishing to terminate shall give notice at least ninety (90) days prior to the expiration date hereof and not earlier than one hundred twenty (120) days.

Executed this _____ day of _____, 2021 after receiving official approval by the President and the Village Board of Trustees.

METROPOLITAN ALLIANCE OF
POLICE, ALGONQUIN CHAPTER 78

VILLAGE OF ALGONQUIN

KEITH GEORGE
President MAP

VILLAGE MANAGER

JOHNNY BELTRAN
President MAP Chapter 78

VILLAGE CLERK

APPENDIX A SALARY SCHEDULE

	Current	21/22 Restructured	22/23 2.5%	23/24 2.5%	24/25 2.5%
Start	\$ 59,282.00	\$ 70,000.00	\$ 71,750.00	\$ 73,543.75	\$ 75,382.34
After 1	\$ 62,569.00	\$ 73,187.50	\$ 75,017.19	\$ 76,892.62	\$ 78,814.93
After 2	\$ 66,251.00	\$ 77,875.00	\$ 79,821.88	\$ 81,817.42	\$ 83,862.86
After 3	\$ 69,974.00	\$ 82,562.50	\$ 84,626.56	\$ 86,742.23	\$ 88,910.78
After 4	\$ 73,843.00	\$ 87,250.00	\$ 89,431.25	\$ 91,667.03	\$ 93,958.71
After 5	\$ 78,066.00	\$ 91,937.50	\$ 94,235.94	\$ 96,591.84	\$ 99,006.63
After 6	\$ 82,538.00	\$ 96,625.00	\$ 99,040.63	\$ 101,516.64	\$ 104,054.56
After 7	\$ 87,280.00	\$ 101,312.50	\$ 103,845.31	\$ 106,441.45	\$ 109,102.48
After 8	\$ 103,858.00	\$ 106,454.45	\$ 109,115.81	\$ 111,843.71	\$ 114,639.80

Salary implementation (including longevity and special duty pay) is retroactive to May 1, 2021. All officers covered by this Agreement shall be placed in their appropriate step (year of service) as of the effective date of this Agreement. Payment for all benefits resulting from the retroactivity of this Agreement shall be paid to each covered Employee within two pay periods of ratification and approval of this Agreement. The Village has no obligation to provide retroactive pay as a result of the agreed modification to the normal workweek and workday, to the extent that said modification resulted in the elimination of police officers' obligation to report to work fifteen (15) minutes prior to the start of the scheduled shift. All employees will attain their next step (rate of pay) on their anniversary date in that contract year. Covered officers shall also receive annual grade increases on May 1 of each year.

A. Longevity Pay.

Every officer will receive an additional 1% of pay rate starting at the officer's completion of the last step of contract. (Example: Officers last step after eight years is \$54.0927 then longevity pay is \$.54092 per hour effective in the 9th year). Longevity will be 1.25% of pay rate after the completion of the 18th year. This longevity payment is not paid out in lump sum, instead it will be added to the employee's hourly rate at the appropriate % of longevity payment (i.e. \$54.0927 base pay + 1% longevity = \$54.6336 an hour) (i.e. an employee hired 3/2/2012 would be paid \$103,858.00 annually. Then on his anniversary of 3/2/21 after 9 years of service he would begin his longevity of 1% {.54092 cents an hour added to his hourly rate}. On the 19th year (i.e. \$54.0927 base pay + 1.25% longevity = \$54.7688 an hour) (i.e. an employee hired 3/2/2003 would be paid \$103,858.00 annually. Then on his anniversary of 3/2/21 after 18 years of service he would begin his longevity of 1.25% {.6761 cent an hour added to his hourly rate}. It is understood that, all longevity compensation shall be calculated utilizing only base pay, and not previous longevity compensation, overtime compensation, and other stipends.

B. Special Duty Stipend (Canine):

Any officers covered by this Agreement assigned to the position of Canine Officer shall receive \$500.00 per year as a stipend. The Village will add to the employee's hourly rate the payment (divided by 24 divided by 86.67) respectfully (e.g., the Canine Officer will be paid his base pay plus his hourly rate will increase by \$.24). For

clarification, all raises will be calculated using base pay not base pay plus the canine pay or any other stipend pay. It is agreed that the canine officer shall reimburse the Village on a prorated basis for the special duty stipend should the Village eliminate the position of canine officer, or upon the assignment of canine duties to another officer.

C. Special Duty Stipend (Plain Clothes):

Detectives and School Liaison Officers assigned to duties that are "plain clothed" shall receive an additional \$200.00 per year to their clothing allowance. Officers receiving this allowance will submit receipts for clothing purchased using these extra funds.

D. Field Training Officer:

Each Field Training Officer (designated by the Chief) shall receive a stipend of 3/4th an hour of comp time per workday or (daily observation record) for the training of each new recruit. The Village also agreed to allow the FTO to carry the time over for an additional 30 days after training if the employee exceeds the 80-hour maximum accumulation of Comp Time, if the FTO was hired prior to June 1, 2021. If the employee was hired on or after June 1, 2021, the Village also agrees to let the FTO to carry the time over for an additional 30 days after training if the employee exceeds the 41.25-hour maximum accumulation of Comp Time

**APPENDIX B
SENIORITY LIST**

<u>Name</u>	<u>Anniversary</u>
1. Amy Bucci	1/2/97
2. Michael Carroll	4/1/97
3. Paul Krystal	6/16/98
4. Brian Siegfert	9/8/98
5. Andrea Treml	9/7/99
6. Michael Seegers	5/15/00
7. Kory Koehler	1/2/01
8. Patricia Miller	12/27/01
9. Thomas Murray	6/10/02
10. Mark Zahara	3/21/05
11. Deborah Radell	5/3/05
12. Andrew Dykstra	3/28/06
13. Jeffrey Diamond	4/17/06
14. Brandon Pump	5/30/06
15. Justin Revera	7/17/06
16. Kyle Neamand	10/9/06
17. Jose Pelayo	9/10/07
18. Justin Falardeau	1/2/08
19. Nathanael Stenger	1/2/08
20. Amanda Olsta	1/2/15
21. John Palmer	1/2/15
22. Steven Skrodzki	1/2/15
23. Mitchell Slabinski	3/27/15
24. Johnny Beltran	3/15/16
25. Brandon Watson	10/3/16
26. David Gough	3/28/17
27. Haley Buchelares	7/25/17
28. Daniel Klocke	9/4/18
29. Trevor Wogsland	1/7/19
30. Michael Randall	1/7/19
31. Rodney Brown	1/21/19
32. Adrian Vergara	5/7/19
33. Joseph Cisneros	5/7/19
34. Brian Landreville	1/12/21
35. Steven Trefilek	1/12/21
36. Matthew Hunter	5/4/21
37. Wesley Hopper	5/4/21

**APPENDIX C
STANDARD TRAVEL TIMES FOR TRAINING**

<u>Destination</u>	<u>Travel Time</u>
Chicago	1 3/4 hours each way
Bartlett	45 minutes each way
Elgin	1/2 hours each way
Schaumburg	45 minutes each way
Arlington Heights	45 minutes each way
McHenry	45 minutes each way
Woodstock	45 minutes each way
Aurora	1 hour each way
St. Charles	45 minutes each way
Grayslake	1 hour each way
Orland Park	1 1/2 hours each way
Rockford	1 hour each way
Elmhurst	1 hour each way
Springfield	3 1/2 hours each way
Evanston	1 1/2 hours each way
Champaign	3 hours 15 minutes each way
Marseilles	2 hours each way

APPENDIX D RANDOM DRUG TESTING POLICY

I. SCOPE

This order applies to all sworn employees of the Algonquin 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.)

II. DEFINITIONS

A. Employees: All full time sworn employees of the Algonquin Police Department.

B. Health Services

Services will be provided by a vendor that was mutually agreed upon by the Village of Algonquin and the Metropolitan Alliance of Police. The current services (which may be subject to change, provided both parties are in agreement) are provided by:

1. Northern Illinois Medical Center, McHenry, IL. (specimen collection)
2. Laboratories (specimen screening) – Provided through NIMC’s vendor
3. MRO – Provided through NIMC

C. Drugs: The below listed controlled substances, the possession or use which is unlawful. Drugs, for the purpose of this policy, do not include use by prescription or other uses authorized by law. Drugs to be tested will be limited to the following ten (10) drugs or classes of drugs and shall be tested for the initial concentration levels as shown:

DRUG

- | | |
|---|-----------------------|
| * Amphetamines, e.g., dexedrine, 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 |
| * Phencyclidine, e.g., PCP, angel dust. | * Propoxyphene |

The initial testing levels for ng/ml levels shall be as defined by S.A.M.S.H.A.

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 or Deputy Chief. 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.

D. 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.

III. POLICY

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

IV. TESTING

Random Drug Testing: Effective May 2, 2002, and on a periodic basis, but no more than twelve (12) times annually, an employee will be randomly tested. All sworn full time 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 Algonquin's Fiscal Year. The employee(s) for the random drug testing will be chosen by the medical facility. The facility will contact the Chief and/or the Deputy 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 station. Employees will not be allowed to delay the process to obtain clothing or to change anywhere other than the Police Station.

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 Patrol Officer or the Police Chief. 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 a Patrol Officer's need for privacy during the collection of urine samples and 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 patrol officers and non-patrol officers tested in the random drug tests (e.g., 5-1-02: Non-Patrol Officer, 6-1-02: Patrol Officer).

The first positive test will not result in disciplinary action but will result in a mandatory assignment to the Village Employee Assistance Program or similar approved program, with follow-up testing as outlined in V, B. The second positive test may result in the Chief of Police seeking the employee's termination.

Any failure to submit to a drug test during random testing may result in departmental discipline.

Nothing in this Section shall be construed to waive any covered officer's (excluding probationary officers) right to be heard on matters of discipline before the Village of Algonquin Board of Police Commissioners. Representatives of the Union and Management shall observe the selection process at NIMC prior to the implementation of this policy. If a member of the Algonquin Police Department is assigned to the North Central Narcotics Task Force or similar task force and a random drug testing policy exists for that task force, the Algonquin Police Department member shall be tested in accordance with that policy. If no drug testing policy exists, he/she will be tested in accordance with this policy. In any event, upon return to duty with the Algonquin 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 (present NCTF task force member excluded).

V. 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:

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.

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.

Employees will be responsible for the entire cost of the treatment program and follow up random drug testing costs not covered by their insurance.

Refusal to participate in the EAP or other approved program may result in disciplinary action up to termination.

VI. VOLUNTARY REQUESTS FOR ASSISTANCE

The Chief of Police shall take no adverse employment action against a Patrol Officer who voluntarily seeks treatment, counseling or other support for an alcohol or drug abuse or dependency problem. The Chief of Police may require the Patrol Officer 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 a Patrol Officer prior to an observation by a member of the Police Department of facts giving rise to a reasonable suspicion, or 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. The Village may make available through an Employee Assistance Program a means by which a Patrol Officer may obtain referrals and treatment. Voluntary requests for assistance will be handled in a confidential manner. Any Patrol Officer 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.

VII. CONFIDENTIALITY

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

VIII. UPDATES

This policy will be updated as necessary upon agreement from both parties.

IX. POLICY VIOLATIONS

Violations of this policy may subject covered officers to disciplinary action up to and including termination.

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.

APPENDIX E
DRUG & ALCOHOL TESTING FOLLOWING OFFICER INVOLVED SHOOTINGS

The Village of Algonquin (“Village”) and the Metropolitan Alliance of Police Chapter #78 (“Union”) hereby agree to the following policy to be implemented in accordance with Illinois Public Act 100-389:

1. Any officer involved in a shooting shall be required to submit to drug and alcohol testing so long as such testing is required by Public Act 100-389 or any similar state law.
2. A sample shall be collected in the case of an officer involved shooting as soon as practicable but no later than the end of the officer’s shift or tour of duty. The collection of a urine sample or breathalyzer results pursuant to this Act is intended to be used exclusively for administrative purposes. Unless ordered by a lawful order of a court or administrative tribunal of competent jurisdiction, with written consent of the officer, or as otherwise required by law the Department will not voluntarily share the results of any testing with any outside entity.
3. 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.
4. 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.
5. The parties agree that the provisions of the collective bargaining agreement regarding the procedure for drug testing and standards for discipline shall regulate the drug and alcohol testing procedures and the consequences for any positive drug or alcohol test results.
6. 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. Blood tests shall only be administered upon the issuance of a search warrant. This does not limit the Village's right to obtain test results via other available legal processes.



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: May 26, 2021

TO: Tim Schloneger, Village Manager
Committee of the Whole

FROM: Robert Mitchard, Public Works Director

SUBJECT: *Easement Agreement Between the Village and Community Unit School
District 300*

The Village has been working with the School District to acquire permanent and temporary construction easements for the Ratt Creek Sanitary Sewer Relocation Project. The School District has been receptive to providing these easements and the School Board approved the easement request on April 27, 2021.

CBBEL staff prepared the necessary legal description of the easement areas and the related exhibit that shows the easement areas.

Kelly Cahill reviewed the easement materials and prepared the easement agreement between the Village and the School District.

The School District has reviewed the Easement Agreement and has no further changes. There is no cost to the Village. It should be noted that the School District has been very cooperative in this regard.

Recommendation:

Thus, it is staff's recommendation that the Committee of the Whole recommend to the Village Board approval of the Easement Agreement.

Easement Agreement

Prepared by/Mail to:
Kelly A. Cahill
Zukowski, Rogers, Flood
& McArdle
50 Virginia Street
Crystal Lake, Illinois 60014

*This space is for **RECORDER'S USE ONLY***

In exchange of good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the Community Unit School District 300 ("Grantor"), hereby grants, conveys and transfers to the Village of Algonquin ("Grantee"), non-exclusive perpetual easements over, under, and upon the premises depicted on the attached Exhibit A and legally described as the "Proposed Drainage and Conservation Easement Description" on attached Exhibit B and the "Proposed Sanitary Sewer Easement Description" on attached Exhibit C (collectively, the "Subject Easement Areas") for the installation and maintenance of Grantee's relocation of the Ratt Creek Sanitary Sewer, and all necessary accessories and appurtenances used in connection therewith, together with the right to remove trees, vegetation and any other obstructions or improvements within the Subject Easement Areas and to enter upon, in, on, under, over and through the Subject Easement Areas. This Easement shall run with the land in favor of the Grantee, its successors and assigns and shall be and remain free and clear of all encumbrances. This Easement shall be perpetual and not be amended, modified or revoked without the express written consent of the parties.

In addition, Grantor hereby grants, conveys and transfers to Grantee a Temporary Construction Easement ("TCE") over and across that area of the Grantor's property adjacent to the Subject Easement Areas described and depicted as "Proposed Temporary Construction Easement Description" on Exhibit D. The grant of the TCE shall run for ____ (____) year commencing from the date that the Grantee notifies the Grantor in writing that construction of public improvements within the Subject Easement Areas shall begin. The purpose of this TCE is to allow the Grantee access to the Subject Easement Areas for the purpose of relocating the Ratt Creek Sanitary Sewer within the Subject Easement Areas.

The Grantee hereby agrees to protect, indemnify, defend and hold harmless the Grantor, its tenants, successors and assigns from any costs, expenses, damages, suits or claims against the Grantor and/or its tenants, successors and assigns and resulting from Grantee's activities upon the Subject Easement Areas. Following any construction or maintenance work within the Subject Easement Areas, Grantee shall restore the Subject Easement Areas to substantially the same condition as it was at the commencement of the work, with the exception of the permanent public improvements made thereon by the Grantee, which shall remain on the property.

The Grantor covenants with Grantee that Grantor is the lawful fee simple owner of the real property underlying such easements and that it has the right and authority to make this grant.

Dated: _____, 2021

Grantor:
Community Unit School District 300

Grantee Acceptance:
Village of Algonquin

By _____
Dan Opels, Executive Director of

By _____
Its: _____

EXHIBIT A

DEPICTION OF SUBJECT EASEMENT AREAS

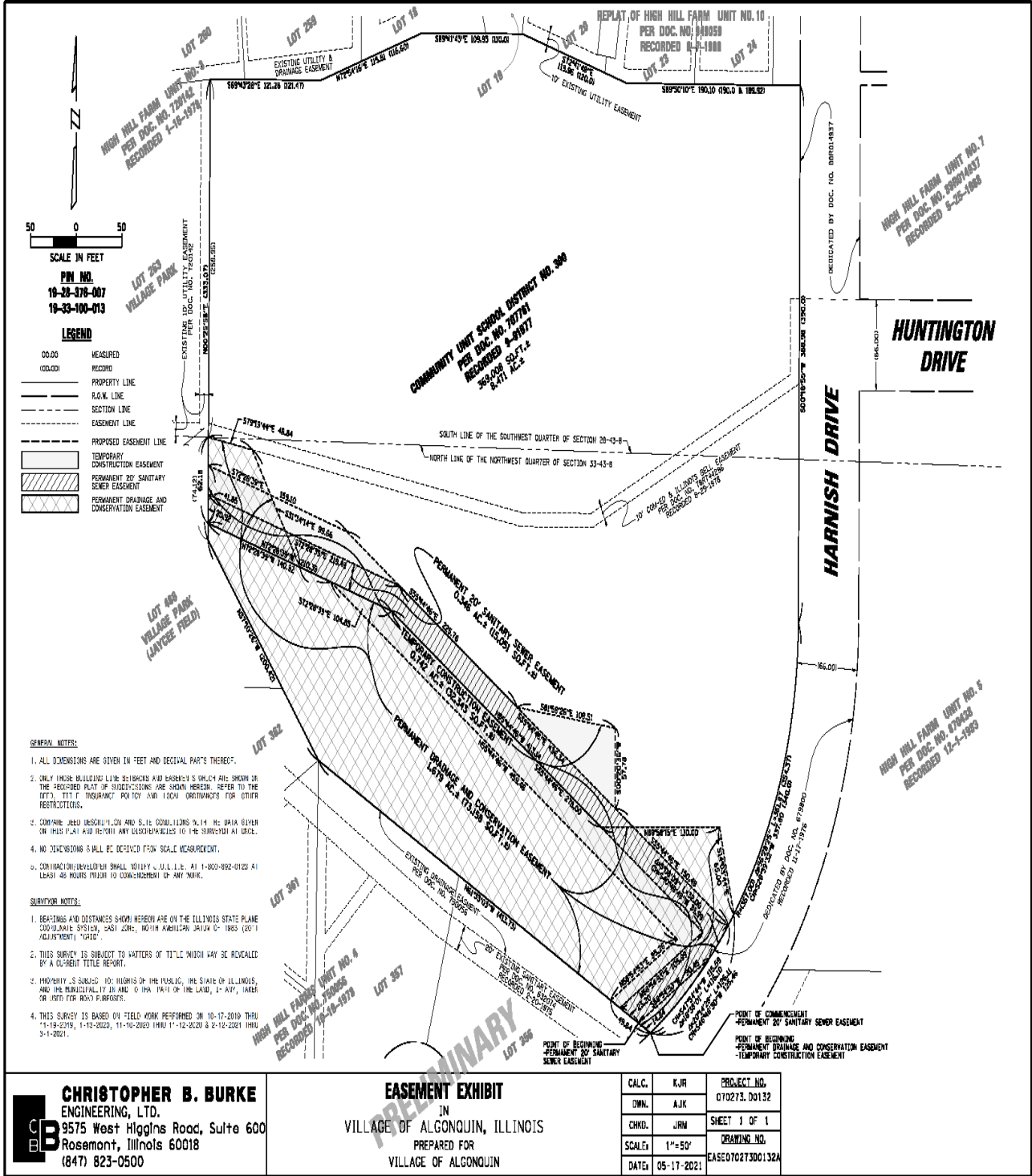


EXHIBIT B

LEGAL DESCRIPTION (PERMANENT DRAINAGE AND CONSERVATION EASEMENT)

THAT PART OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN IN MCHENRY COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 356 IN HIGH HILL FARMS UNIT NO. 4, BEING A SUBDIVISION IN SAID NORTHWEST QUARTER OF SECTION 33 AND THE SOUTHWEST QUARTER OF SECTION 28 IN SAID TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 19, 1978 AS DOCUMENT NO. 750056; THENCE NORTHWESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 356 AND NORTHERLY LINE OF LOT 357 IN SAID HIGH HILL FARMS UNIT NO. 4, HAVING AN ILLINOIS COORDINATE SYSTEM (EAST ZONE) GRID BEARING OF NORTH 61 DEGREES 33 MINUTES 03 SECONDS WEST A DISTANCE OF 413.73 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 357; THENCE NORTH 37 DEGREES 10 MINUTES 26 SECONDS WEST, 200.42 FEET ALONG THE NORTHEASTERLY LINE OF LOT 362 AND THE NORTHEASTERLY LINE OF LOT 486 IN SAID HIGH HILL FARMS UNIT NO. 4 TO ANGLE POINT IN SAID NORTHEASTERLY LINE OF LOT 486; THENCE NORTH 00 DEGREES 25 MINUTES 58 SECONDS EAST, 74.12 FEET THE SAID EAST LINE OF SAID LOT 486 TO THE NORTHEAST CORNER OF SAID LOT 486; THENCE SOUTH 79 DEGREES 19 MINUTES 44 SECONDS EAST, 48.84 FEET ALONG THE SOUTHERLY LINE OF A COMMONWEALTH EDISON AND ILLINOIS BELL EASEMENT GRANTED BY DOCUMENT NO. 78R744296 AND RECORDED AUGUST 29, 1978; THENCE SOUTH 31 DEGREES 34 MINUTES 14 SECONDS EAST, 99.66 FEET; THENCE SOUTH 72 DEGREES 28 MINUTES 39 SECONDS EAST, 104.85 FEET; THENCE SOUTH 55 DEGREES 44 MINUTES 46 SECONDS EAST, 278.00 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 15 SECONDS EAST, 130.00 FEET; THENCE SOUTH 14 DEGREES 03 MINUTES 44 SECONDS EAST, 65.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF HARNISH DRIVE AS DEDICATED BY DOCUMENT NO. 679800 AND RECORDED NOVEMBER 17, 1976, SAID WESTERLY RIGHT-OF-WAY LINE BEING A 357.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND CURVE 126.11 FEET (THE CHORD BEARS SOUTH 46 DEGREES 46 MINUTES 30 SECONDS WEST, 125.46 FEET) TO THE POINT OF BEGINNING.

SAID PERMANENT AND CONSERVATION EASEMENT CONTAINING 1.679 ACRES, MORE OR LESS.

P.I.N. 19-28-376-007

EXHIBIT C
LEGAL DESCRIPTION (PERMANENT 20' SANITARY SEWER EASEMENT)

THAT PART OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN IN MCHENRY COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF LOT 356 IN HIGH HILL FARMS UNIT NO. 4, BEING A SUBDIVISION IN SAID NORTHWEST QUARTER OF SECTION 33 AND THE SOUTHWEST QUARTER OF SECTION 28 IN SAID TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 19, 1978 AS DOCUMENT NO. 750056; THENCE NORTHWESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 356, HAVING AN ILLINOIS COORDINATE SYSTEM (EAST ZONE) GRID BEARING OF NORTH 61 DEGREES 33 MINUTES 03 SECONDS WEST A DISTANCE OF 14.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 61 DEGREES 33 MINUTES 03 SECONDS WEST, 23.20 FEET; THENCE NORTH 58 DEGREES 54 MINUTES 53 SECONDS EAST, 105.99 FEET; THENCE NORTH 55 DEGREES 44 MINUTES 46 SECONDS WEST, 413.14 FEET; THENCE NORTH 72 DEGREES 28 MINUTES 39 SECONDS WEST, 210.39 FEET TO A POINT ON THE EAST LINE OF LOT 486 IN SAID HIGH HILL FARMS UNIT NO. 4 SUBDIVISION; THENCE NORTH 00 DEGREES 25 MINUTES 58 SECONDS EAST, 20.92 FEET ALONG SAID EAST LINE; THENCE SOUTH 72 DEGREES 28 MINUTES 39 SECONDS EAST, 219.48 FEET; THENCE SOUTH 55 DEGREES 44 MINUTES 46 SECONDS EAST, 436.34 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF HARNISH DRIVE AS DEDICATED BY DOCUMENT NO. 679800 AND RECORDED NOVEMBER 17, 1976, SAID WESTERLY RIGHT-OF-WAY LINE BEING A 357.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND CURVE 32.00 FEET (THE CHORD BEARS SOUTH 40 DEGREES 49 MINUTES 48 SECONDS WEST, 31.99 FEET); THENCE SOUTH 58 DEGREES 54 MINUTES 53 SECONDS WEST, 90.45 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT 20 FOOT SANITARY SEWER EASEMENT CONTAINING 0.346 ACRES, MORE OR LESS.

P.I.N. 19-28-376-007

EXHIBIT D
LEGAL DESCRIPTION (TEMPORARY CONSTRUCTION EASEMENT)

THAT PART OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN IN MCHENRY COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 356 IN HIGH HILL FARMS UNIT NO. 4, BEING A SUBDIVISION IN SAID NORTHWEST QUARTER OF SECTION 33 AND THE SOUTHWEST QUARTER OF SECTION 28 IN SAID TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 19, 1978 AS DOCUMENT NO. 750056; THENCE NORTHWESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 356, HAVING AN ILLINOIS COORDINATE SYSTEM (EAST ZONE) GRID BEARING OF NORTH 61 DEGREES 33 MINUTES 03 SECONDS WEST A DISTANCE OF 49.64 FEET; THENCE NORTH 58 DEGREES 54 MINUTES 53 SECONDS EAST, 85.28 FEET; THENCE NORTH 55 DEGREES 44 MINUTES 46 SECONDS WEST, 459.48 FEET; THENCE NORTH 72 DEGREES 28 MINUTES 39 SECONDS WEST, 140.92 FEET TO A POINT ON THE EAST LINE OF LOT 486 IN SAID HIGH HILL FARMS UNIT NO. 4 SUBDIVISION; THENCE NORTH 00 DEGREES 25 MINUTES 58 SECONDS EAST, 41.85 FEET ALONG SAID EAST LINE; THENCE SOUTH 72 DEGREES 28 MINUTES 39 SECONDS EAST, 159.10 FEET; THENCE SOUTH 55 DEGREES 44 MINUTES 46 SECONDS EAST, 225.76 FEET; THENCE SOUTH 81 DEGREES 58 MINUTES 26 SECONDS EAST, 108.51 FEET; THENCE SOUTH 00 DEGREES 20 MINUTES 36 SECONDS WEST, 57.78 FEET; THENCE SOUTH 55 DEGREES 44 MINUTES 46 SECONDS EAST, 150.48 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF HARNISH DRIVE AS DEDICATED BY DOCUMENT NO. 679800 AND RECORDED NOVEMBER 17, 1976, SAID WESTERLY RIGHT-OF-WAY LINE BEING A 357.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY;

THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND CURVE 116.10 FEET (THE CHORD BEARS SOUTH 47 DEGREES 34 MINUTES 44 SECONDS WEST, 115.59 FEET) TO THE POINT OF BEGINNING.

SAID TEMPORARY EASEMENT CONTAINING 0.742 ACRES, MORE OR LESS.

P.I.N. 19-28-376-007



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: June 2, 2021
TO: COTW
FROM: Robert Mitchard, Public Works Director
SUBJECT: In-House Engineering Services

As you know Public Works has been utilizing engineering staff from Christopher B. Burke Engineering Ltd. (CBBEL) since June of 2019. When the Project Manager departed in July of 2019, the workload increased significantly.

During FY 2021-2022 budget discussions money was budgeted in the Water and Sewer and Street Improvement Capital Improvement accounts to continue using CBBEL staff during this fiscal year, \$100,000 in each Capital account for a total of \$200,000.

We have been very pleased with the work that has been performed by CBBEL staff and they are a great addition to our team at PW as well as other departments in the Village.

Therefore, we recommend that the COTW take the appropriate action to advance the attached Master Agreement Amendment for approval by the Village Board for In-House Engineering Services with CBBEL in the amount of \$200,000 for FY 2021-2022.

**Consulting Engineering
Master Agreement Work Order Form**

I. Incorporation of Master Agreement

All terms and conditions contained within the Village Engineer Master Agreement executed between the parties shall be applicable to the work to be performed under this Work Order and shall be deemed to be fully incorporated as if fully set forth herein.

II. Project Understanding

A. General Understanding/Assumptions

CBBEL understands that the Village is looking to supplement their current in-house Public Works staff by utilizing the services of an outside consulting firm. We understand that the Village wishes to extend the existing agreement until April 30, 2022.

III. Scope of Services

A. Engineering Services

CBBEL will provide General Engineering Assistance as directed by Public Works Staff.
Contract Engineering (In-house Engineering)
 \$ 100,000- Water/Sewer Capital
 \$ 100,000- Street Capital


IV. Man-Hour & Fee Summary

We will bill you on a time and materials basis at the rate of \$100 per hour for a not-to-exceed fee of \$200,000.

VILLAGE OF ALGONQUIN

Accepted by: _____
Title: _____
Date: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.

Accepted by:  _____
Title: President _____
Date: 5/27/2021 _____



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

– M E M O R A N D U M –

DATE: June 2, 2021

TO: COTW

FROM: Robert Mitchard, Public Works Director

SUBJECT: Harrison Street Bridge and Riverwalk Project

As part of the ongoing efforts to revitalize Old Town Algonquin related to infrastructure improvements, we have asked Christopher B. Burke Engineering Ltd. (CBBEL) to provide a proposal to complete the design of the Harrison Street Bridge replacement and the Riverwalk construction. This is an integral part of the overall Master Plan that was adopted by the Village Board several years ago.

The project involves the replacement of the Harrison Street bridge over Crystal Creek which will allow a higher volume of water to pass underneath. This design will effectively remove the Village owned properties along Algonquin Road between Main Street and Harrison Street from the Floodway and Floodplain and make them into attractive, developable properties. Additionally, a Riverwalk will be designed to connect Towne Park to Cornish Park along Crystal Creek.

We have attached a proposal from CBBEL that will get the project to 70% design and then would move into the Design-build stage. The proposal is for a not-to-exceed amount of \$41,470.00 and contains the appropriate elements to continue to advance this project toward construction.

Village staff requests that the Committee of the Whole take the necessary action to advance this proposal to the Village Board for final approval. Sufficient funding is available in the FYE 2022 Street Improvement Capital budget for this work.

Consulting Engineering
Master Agreement Work Order Form

I. Incorporation of Master Agreement

All terms and conditions contained within the Village Engineer Master Agreement executed between the parties shall be applicable to the work to be performed under this Work Order and shall be deemed to be fully incorporated as if fully set forth herein.

II. Project Understanding

A. General Understanding/Assumptions

Christopher B. Burke Engineering, Ltd. (CBBEL) will perform Phase II Engineering for the Crystal Creek Riverwalk from Historic Village Hall to the Fox River and the replacement of the Harrison Street Bridge over Crystal Creek.

B. Design Criteria

Village, ANSI

III. Scope of Services

A. Surveying Services

N/A

B. Engineering Services

TASK 1: 70% Plans

Based upon the previously reviewed 60% Design, CBBEL will prepare the 70% plans, specifications and a cost estimate which will include the following:

BRIDGE AND RIVERWALK	
Title	# of Sheets
Cover Sheet	1
General Notes	1
Alignments Ties and Bench Mark	1
Typical Sections	1
Existing Conditions and Removal Plan	3
Proposed Grading Plan	3
Erosion Control/Restoration Plan	5
Erosion Control Details	1
Lighting Plans	4
Bridge Plans	14
Retaining Wall Plan and Profiles	3
Cross Sections	6
TOTAL	43

Pre-Final Plans (70%) will be presented to the Village for review. Upon approval of the photometrics and pole layout from the reviewing agencies, proposed lighting plans/detail sheets and specifications will be prepared. The plan sheets will include the locations of the lighting units along with electric cables/raceways, controllers and handholes. Detail drawings will include light pole and luminaire, concrete foundation, lighting controller cabinet/component schedule/wiring diagram, pole handhole wiring diagram, one-line circuit diagram, handhole and conduit installation details. Detailed specifications will be prepared along with the appropriate IDOT/Village standards. Voltage drop calculations, opinion of probable construct cost and summary of quantities will also be performed under this task. The detailed plan design and contract documents will be provided for review along with response to any review previous comments. CBBEL will coordinate location of new electric service(s) if required.

C. Meetings/Coordination

CBBEL and Metro Strategies will meet with the Village for the following meetings: Metro Strategies scope of work is further defined on the attached document dated April 15, 2021.

Village/Team Review Meeting

Present Final plans, details of features, cost estimate, and material palettes to the Village staff for approval.

Public Information Meeting

Present Final plans and color renderings to the adjacent residents and business owners.

Village Board Meeting

Present Final plan, details of features, cost estimate, color renderings, and material palettes to the Village Board for approval.

D. Deliverables

- 3 copies (24"x36") 50% Plans
- 3 copies (24"x36") Pre-Final Contract Documents 70% Plans

IV. Staff-Hour & Fee Summary

A. Survey Services – N/A

B. Engineering Services

Task 1 – 70% Plans

Engineer VI	16 hrs x \$190/hr	\$3,040
Engineer V	40 hrs x \$175/hr	\$7,000
Engineer IV	90 hrs x \$145/hr	\$13,050
Landscape Architect V	20 hrs x \$150/hr	\$3,000
	=	
	Subtotal Task B	\$26,090

C Meetings/Coordination

Engineer VI	12 hrs x \$190/hr		\$2,280
Engineer V	16 hrs x \$175/hr		\$2,800
Landscape Architect V	12 hrs x \$150/hr	=	\$1,800
Metro Strategies			<u>\$7,000</u>
		Subtotal Task C	\$13,880

Direct Costs

Engineering Expenses:			\$1,500
		PROJECT TOTAL	\$41,470

VILLAGE OF ALGONQUIN

Accepted by: _____

Title: _____

Date: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.

Accepted by:  _____

Title: President _____

Date: 4/16/2021 _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES

<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Principal.....	210
Engineer VI	190
Engineer V.....	175
Engineer IV	145
Engineer III.....	125
Engineer I/II.....	100
Survey V.....	165
Survey IV	160
Survey III.....	155
Survey II.....	115
Survey I	90
Engineering Technician V.....	160
Engineering Technician IV.....	130
Engineering Technician III.....	140
Engineering Technician I/II.....	87
CAD Manager	160
Assistant CAD Manager.....	135
CAD II.....	125
GIS Specialist III.....	130
GIS Specialist I/II.....	85
Landscape Architect.....	150
Environmental Resource Specialist V.....	160
Environmental Resource Specialist IV.....	140
Environmental Resource Specialist III.....	110
Environmental Resource Specialist II.....	85
Environmental Resource Technician.....	100
Administrative.....	95
Engineering Intern.....	46

Updated January 8, 2020

Village of Algonquin

April 15, 2021

Project Scope

Metro Strategies offers the following approach to assist with project coordination and communication on the Downtown Riverwalk and Washington/Harrison Street projects.

Public Meetings

Two public meetings (one for each project) will be held in the fall of 2021. Due to COVID, a virtual public meeting platform may be utilized through the Village's Zoom account if an in-person meeting option is not available due to public health restrictions. Metro Strategies will develop a PowerPoint presentation featuring exhibits from CBBEL. After the presentation, residents will be invited to ask questions and the project team will be available to respond. Residents with questions about their properties or specific impacts will be invited to contact staff and specific times the following day. The public meeting will be advertised through social media and the current Old Town distribution list.

Project Branding

As part of the project kick off, a unique project logo that aligns with the Old Town branding will be developed for these projects. The logos will be utilized on all invitations, PowerPoints and material associated with the public meetings.

Project Website

The team will update the Old Town project website to archive completed projects and create a new webpage that features this project. The webpage will be live before the public meeting so that all material can be posted for additional review by residents.

Proposed Fee

Metro Strategies will charge a fee not to exceed \$14,000 to provide the above-mentioned services. (\$7,000 per project)

Metro Strategies is available to provide these services once approved.

Downtown Streetscape - Riverwalk & South Harrison Street Bridge
1.17 Acres

