

VILLAGE OF ALGONQUIN
SPECIAL VILLAGE BOARD MEETING
March 12, 2019
7:25 p.m.
2200 Harnish Drive
Algonquin, IL 60102

-AGENDA-

1. Call to Order
2. Roll Call – Establish Quorum
3. Pass an Ordinance Amending the Parks, Trails and Open Space Master Plan
4. Adopt the following Resolutions:
 - A. Pass a Resolution Accepting and Approving Authorizing the Village Manager to Submit an Application for Illinois Department of Natural Resources Bicycle Path Grant Program Funds for Construction of the Algonquin Scorched Earth Bike Path Project from Prairie Path Regional Bike Trail (MCCD) to Armstrong Street in the Algonquin Business Park.
 - B. Pass a Resolution Authorizing the Village Manager and The Village Attorney to Execute the Documents to Effectuate the Conveyance of the LUUCK Partnership Property to the Village of Algonquin where the Village Purchases the Property for \$314,000.00
 - C. Pass a Resolution Accepting and Approving and Agreement with the Metropolitan Alliance of Police, Algonquin Civilians Chapter 183 Effective May 1, 2018 through April 30, 2022
5. Adjournment



VILLAGE OF ALGONQUIN
- MEMORANDUM -

DATE: March 12, 2019

TO: Village Board of Trustees

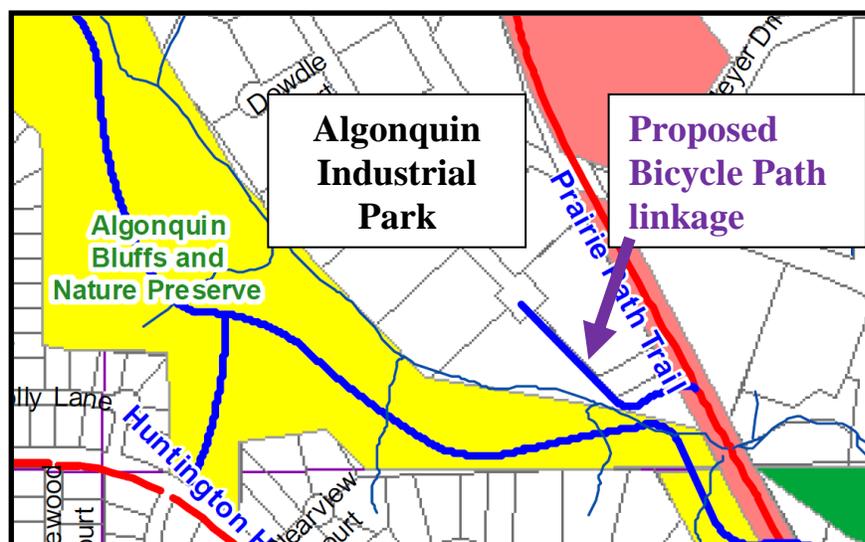
FROM: Bob Mitchard, Public Works Director
Ben Mason, Senior Planner

SUBJECT: **IDNR Grant Application – 2019 Bicycle Path Grant Program**

Overview – IDNR Grant Opportunity

Village Staff is working with Christopher Burke Engineering, to submit a grant application to the Illinois Department of Natural Resources (IDNR), to request project funding through their annual Illinois Bicycle Path Grant Program. The IDNR grant application is a 50/50 match grant program, with 50 percent of the project funded by the grant and the remaining 50 percent requires a local match.

The project involves constructing a multi-use bicycle and pedestrian path connection, from the existing Prairie Trail Bike Path, west to Armstrong Street in the Algonquin Industrial Park. The business park includes such newer businesses as Scorched Earth Brewing and What We Make furniture companies. The multi-use path will essentially be a spur off the Prairie Trail, to allow a safe alternative for residents and visitors to access the business park from the regional bike path. The trail connection will be approximately 750 feet long and be located on property currently owned by the Village and McHenry County Conservation District. Please see an updated version of the village's Trails and Open Space Map below which includes this proposed trail connection.



The total cost for final engineering design and construction of the path connection is \$296,628.76. Should the village be awarded the grant, our local match requirement would be 50 percent of the total cost, which amounts to \$148,314.38.

Recommendation

Staff will provide a brief overview of the grant application at Tuesday's meeting.

Staff requests the Village Board first approve the attached ordinance for a map amendment to add the proposed bicycle path connection to the village's 2008 Parks, Trails and Open Space Master Plan.

Staff also recommends the Village Board then adopt the attached resolution for the 2019 IDNR bicycle path grant application.

Attachments

- Ordinance – Map Amendment to Parks, Trails and Open Space Plan
- Resolution – IDNR Bicycle Path Grant Application

ORDINANCE NO. 2019 - O - _____

An Ordinance Amending the Parks, Trails and Open Space Master Plan

WHEREAS, the Village of Algonquin, McHenry and Kane counties, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village’s home rule powers and functions as granted in the Constitution of the State of Illinois.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the VILLAGE OF ALGONQUIN, McHenry and Kane counties, Illinois, as follows:

SECTION 1: That the amendment to the Parks, Trails and Open Space Master Plan, as prepared by Village staff and dated February 22, 2019 attached hereto as Exhibit A is hereby approved.

SECTION 2: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

- Aye:
- Nay:
- Absent:
- Abstain:

APPROVED:

Village President John C. Schmitt

(SEAL)

ATTEST: _____
Village Clerk Gerald S. Kautz

Passed: _____
Approved: _____
Published: _____

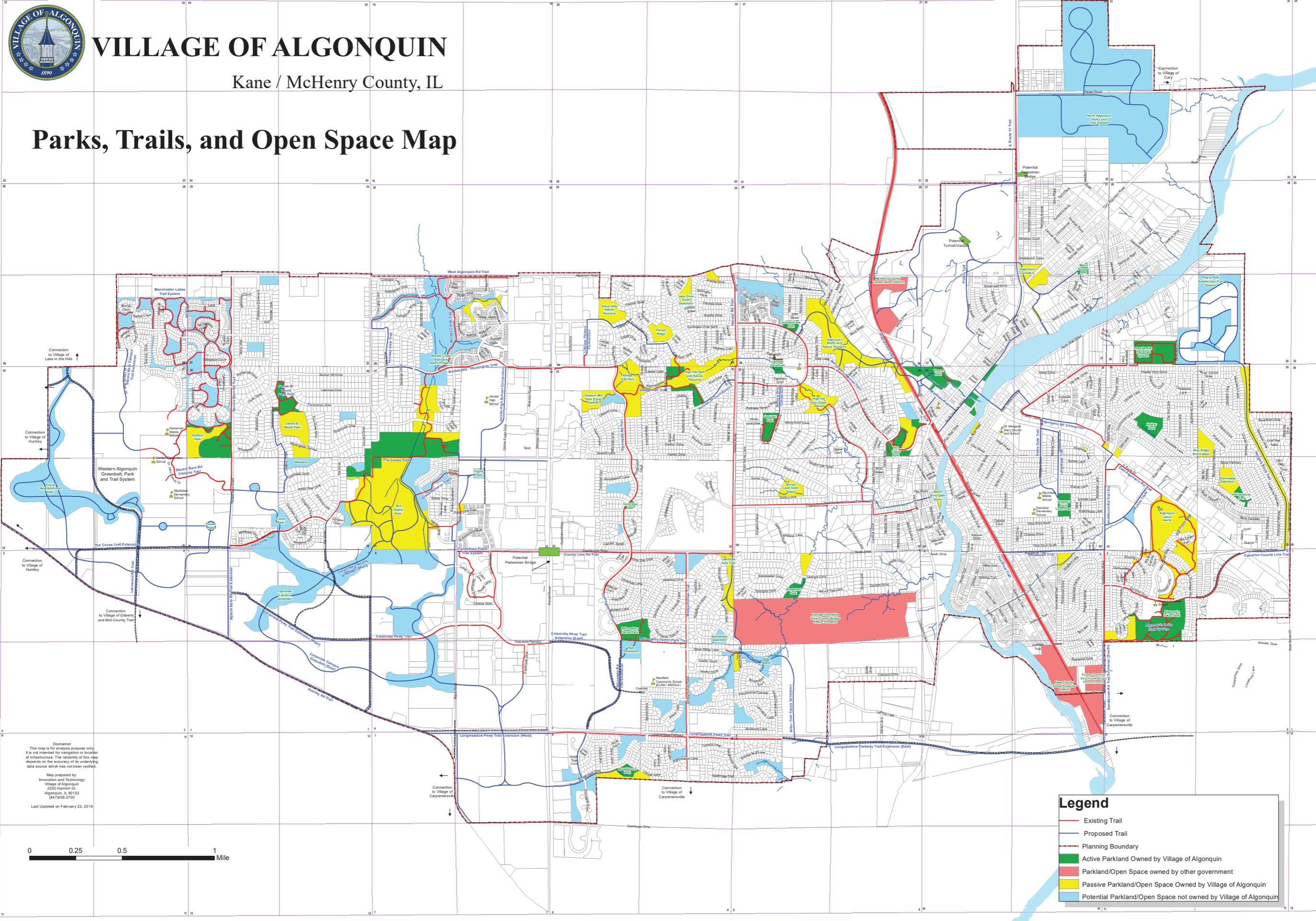
Prepared by:
Kelly Cahill, Village Attorney
Zukowski, Rogers, Flood & McArdle
50 Virginia Street
Crystal Lake, Illinois 60014



VILLAGE OF ALGONQUIN

Kane / McHenry County, IL

Parks, Trails, and Open Space Map



Disclaimer
This map is for analysis purpose only
It is not intended for navigation or location
of infrastructure. The reliability of this map
depends on the accuracy of its underlying
data source which has not been verified.

Map prepared by:
Innovation and Technology
Village of Algonquin
2200 Hamish Dr.
Algonquin, IL 60102
(847)658-2700

Last Updated on February 22, 2019



Legend

- Existing Trail
- Proposed Trail
- Planning Boundary
- Active Parkland Owned by Village of Algonquin
- Parkland/Open Space owned by other government
- Passive Parkland/Open Space Owned by Village of Algonquin
- Potential Parkland/Open Space not owned by Village of Algonquin

RESOLUTION NO. 2019-R-_____

**A RESOLUTION AUTHORIZING THE VILLAGE MANAGER
TO SUBMIT AN APPLICATION FOR ILLINOIS DEPARTMENT OF NATURAL RESOURCES
BICYCLE PATH GRANT PROGRAM FUNDS FOR
CONSTRUCTION OF THE ALGONQUIN SCORCHED EARTH BIKE PATH PROJECT
FROM PRAIRIE PATH REGIONAL BIKE TRAIL (MCCD) TO ARMSTRONG STREET IN
THE ALGONQUIN BUSINESS PARK**

WHEREAS, the Village of Algonquin (the “Village”) has been undertaking many efforts to improve pedestrian and bicycle paths and facilities in and around Algonquin; and,

WHEREAS, the community has expressed a desire to expand the Village’s network of bicycle and pedestrian paths in and around Algonquin; and,

WHEREAS, the engineering, design and construction of the Algonquin Scorched Earth bike path project from Prairie Path Regional Bike Trail (MCCD) to Armstrong Street in the Algonquin Business Park (the “Project”)(see Exhibit A for a map depicting the proposed trail), would further the Village’s goal of enhancing connections between recreational open spaces and commercial-oriented destinations; and

WHEREAS, the Illinois Department of Natural Resources (IDNR) 2019 Bicycle Path Grant Program has funds that, if awarded, can be used by the Village to fund the Project; and

WHEREAS, the Village has financial resources sufficient to initially fund 100% of the proposed Project costs within the time frame imposed by the IDNR for Project execution prior to receiving such grant reimbursement.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the VILLAGE OF ALGONQUIN, McHenry and Kane counties, Illinois, as follows:

SECTION 1: The Village of Algonquin shall apply for the IDNR 2019 Bicycle Path Grant Program to design, engineer and construct the Project.

SECTION 2: The Village Manager is authorized to submit an IDNR 2019 Bicycle Path Grant Program requesting up to \$148,314.38 for that purpose, to complete all associated documents and certifications, to provide additional information as required and to pay all associated application fees and costs.

SECTION 3: The Village of Algonquin shall and does hereby commit 50% local matching funds in an amount not to exceed \$148,314.38 as required for the IDNR 2019 Bicycle Path Grant Program for the Project, and if necessary can initially fund 100% of the Project costs subject to ultimate receipt of grant reimbursement.

SECTION 4: This Resolution shall be effective as of the date of its adoption.

Voting Aye:
Voting Nay:
Abstain:
Absent:

DATED this _____ day of _____, 2019.

(Seal)

ADOPTED: _____
John Schmitt, Village President

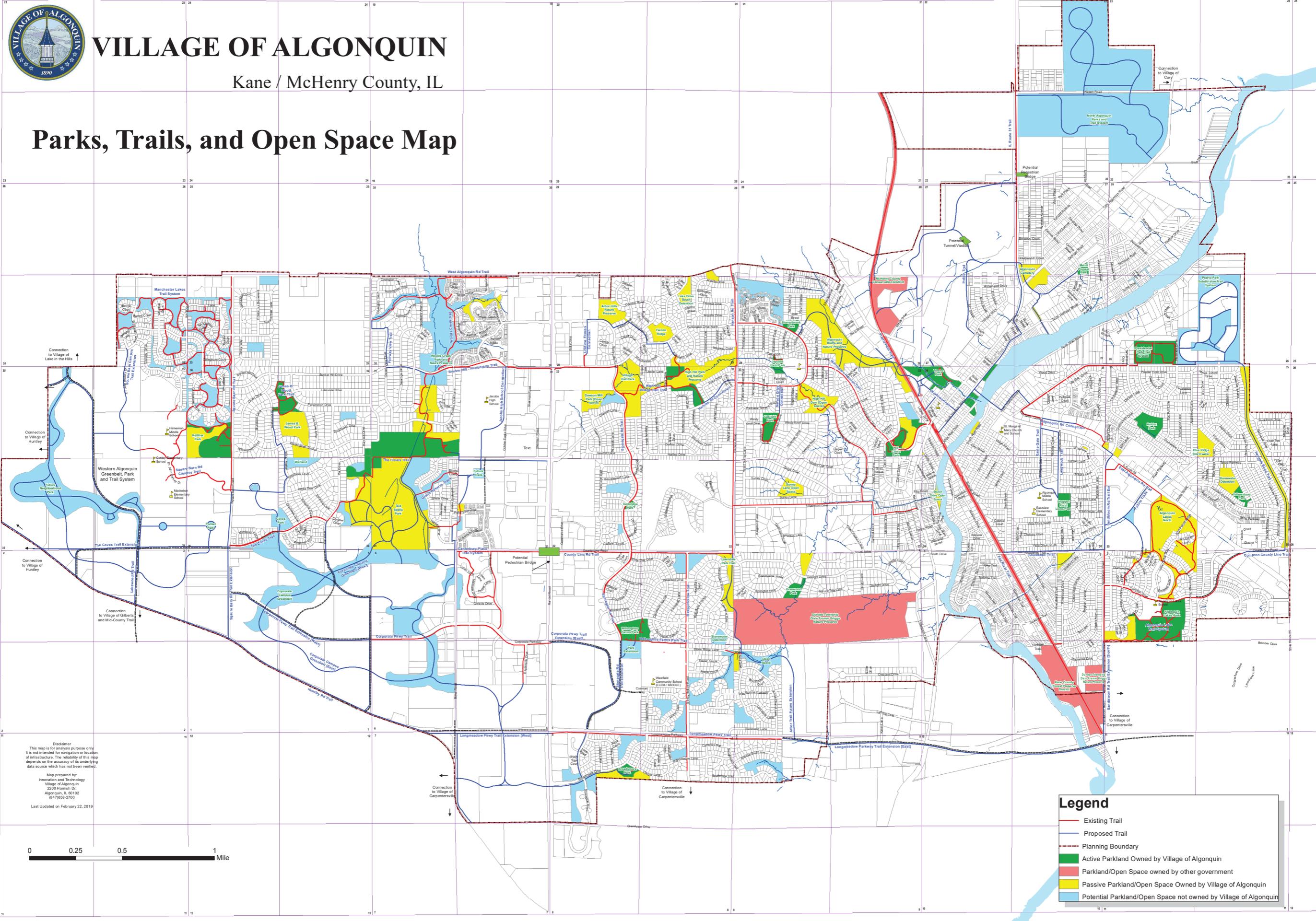
ATTEST: _____
Jerry Kautz, Village Clerk



VILLAGE OF ALGONQUIN

Kane / McHenry County, IL

Parks, Trails, and Open Space Map



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 of infrastructure. The reliability of this map
 depends on the accuracy of its underlying
 data source which has not been verified.

Map prepared by:
 Innovation and Technology
 Village of Algonquin
 2200 Hamish Dr.
 Algonquin, IL 60102
 (847)658-2700

Last Updated on February 22, 2019



Legend

- Existing Trail
- Proposed Trail
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RESOLUTION NO. 2019-R-XX

A RESOLUTION AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO EXECUTE THE DOCUMENTS TO EFFECTUATE THE CONVEYANCE OF THE L.U.U.C.K. PARTNERSHIP PROPERTY TO THE VILLAGE OF ALGONQUIN

WHEREAS, the Village of Algonquin (the "Village") adopted Ordinance No. 2018-O-25, entitled *An Ordinance Authorizing the Village to Bring an Eminent Domain Proceeding to Acquire Certain Property Commonly Known as 105-111 W. Algonquin Road* in order to acquire title to the property commonly known as the L.U.U.C.K. Partnership property in the Village in order to utilize same for redevelopment consistent with the Village's tax increment redevelopment plan, as a redevelopment project, and which is within the redevelopment project area; and

WHEREAS, the Village has conducted ongoing negotiations, notwithstanding the filing of the eminent domain complaint, and the parties have reached an agreement by which the Defendant-Owner would sell the property for \$314,000 to the Village on the terms and conditions set forth in the attached Agreed Final Judgment Order; and

WHEREAS, the Village believes that it is in its best interests to spur redevelopment of the downtown area consistent with the Village's plans and to agree to such amount with the Defendant-Owner in order to acquire such parcel.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the VILLAGE OF ALGONQUIN, McHenry and Kane counties, Illinois, as follows:

SECTION 1: The Village Manager and/or Village Attorney are authorized to execute the Agreed Final Judgment Order, as well as such other related documentation, to effectuate the conveyance of fee simple title to the subject property to the Village upon and consistent with the terms and conditions of the final judgment order attached hereto and the Village Manager is authorized to cause the disbursement of such funds to pay such amount and to take further action consistent with the final judgment order and this resolution

SECTION 2: This Resolution shall be effective as of the date of its adoption.

Voting Aye:

Voting Nay:

Abstain:

Absent:

DATED this XX day of March, 2019.

ADOPTED:

John Schmitt, Village President

ATTEST:

Jerry Kautz, Village Clerk

**IN THE CIRCUIT COURT FOR THE 22ND JUDICIAL CIRCUIT
McHENRY COUNTY, ILLINOIS**

THE VILLAGE OF ALGONQUIN,)	
an Illinois municipal corporation,)	
Plaintiff,)	
)	
v.)	Case No. 18 ED 11
)	
L.U.U.C.K. PARTNERSHIP, an Illinois general)	
partnership, and UNKNOWN OWNERS)	
AND NON-RECORD CLAIMANTS,)	
Defendants.)	

AGREED FINAL JUDGMENT ORDER

Plaintiff, the Village of Algonquin, a home rule municipal corporation, appears by its attorneys Zukowski, Rogers, Flood & McArdle, and Defendant-Owner, L.U.U.C.K. Partnership, an Illinois general partnership, appearing by its attorneys Ryan and Ryan. It being represented by Plaintiff and Defendant-Owner (together, the “Parties”) to the Court that the Parties hereby agree to the entry of an Agreed Final Judgment Order as follows:

THE COURT FINDS:

1. The Complaint for Condemnation was filed on August 29, 2018, for the acquisition of fee simple title to the property described and depicted in Exhibit A (hereafter the “Fee Taking”) attached hereto. Defendant-Owner herein has been served with process in the manner and form provided for by statute.
2. Plaintiff has the authority to exercise the right of eminent domain. Plaintiff’s right to exercise eminent domain is not being improperly exercised in these proceedings. The Court has jurisdiction over the Plaintiff, Defendant-Owner and the subject matter hereof.
3. Plaintiff has obtained an appraisal and provided same to Defendant-Owner and the Parties through their respective attorneys have waived the right to the impaneling of a jury for the viewing of the taking and for determination of just compensation.

4. Defendant-Owner represents to Plaintiff that Defendant-Owner is the sole owner of the real property which constitutes the Fee Taking, that there is no mortgage affecting same, that Defendant-Owner has not done anything to encumber such property or which could lead to a lien being placed on same and that such real property is not under contract, nor has an option or right of first refusal been granted to a third party for same, that there is no other interested party relative to such property and that all property taxes arising through 2017 have been paid in full for such property.

IT IS HEREBY ORDERED:

The Parties have agreed on final just compensation in the total amount of THREE HUNDRED FOURTEEN THOUSAND AND NO/100 DOLLARS (\$314,000.00) which represents the Final Just Compensation for the taking of the Fee Taking (hereafter the “Final Just Compensation Award”). Said amount constitutes full and final compensation and satisfaction of all claims by Defendant-Owner and all other interested non-defaulted parties for damages, takings, costs and claims arising out of, directly or indirectly, or resulting from or in connection with Plaintiff’s Complaint for Condemnation. The Parties agree that no compensation will be paid to Defendant-Owner under section 10-5-62 of the Illinois Eminent Domain Act or the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended, for “relocation costs” which are inapplicable.

IT IS FURTHER ORDERED:

The Parties have agreed that Plaintiff shall cause the Final Just Compensation Award in the amount of \$314,000.00 to be deposited with the McHenry County Treasurer within fourteen (14) days of the entry of this Order. Following deposit, the Defendant-Owner may immediately petition the court to withdraw the Final Just Compensation Award other than for property taxes as set forth below. An amount sufficient to pay the 2018 real estate taxes that accrued from January

1, 2018 to August 29, 2018, together with any delinquent real estate taxes relative to such property shall be withheld from the Final Just Compensation Award and retained by the McHenry County Treasurer to pay any delinquent real estate taxes and the 2018 real estate taxes for that time period when they become due. After said real estate taxes have been paid, the McHenry County Treasurer shall refund to Defendant-Owner any amounts that were withheld in excess of the real estate taxes finally determined as owing for the period from January 1, 2018 to August 29, 2018. In the event, however, the amount withheld by the McHenry County Treasurer is not sufficient to satisfy the 2018 real estate taxes, Defendant-Owner agrees to promptly issue payment to the Treasurer for the balance of the actual real estate taxes owing from January 1, 2018 to August 29, 2018. Plaintiff agrees that it shall apply for tax exempt status for the Fee Taking as of August 29, 2018, the date that the Complaint for Condemnation was filed.

Upon deposit of the Final Just Compensation Award with the McHenry County Treasurer as aforesaid, Plaintiff shall be thereby vested with fee simple title to the Fee Taking as described in Exhibit A attached hereto as well as all rights and entitlements relative to such real property.

At such time, Plaintiff shall have exclusive possession of the Fee Taking (Ex. A). Time is of the essence.

Plaintiff and Defendant-Owner agree that the Fee Taking shall be transferred in an “as is” condition.

Defendant-Owner shall cooperate with Plaintiff to provide such additional documentation as may be reasonably requested by Plaintiff to obtain a title insurance policy insuring Plaintiff’s title to the Fee Taking not subject to any mortgage, encumbrance or easement and subject only to standard “stock exceptions.”

Plaintiff and Defendants shall bear their own costs in this matter, including attorney’s fees.

Unknown Owners and Non-Record claimants are hereby defaulted.

The Court finds there is no just reason for delaying enforcement of this Agreed Final Judgment Order. The Parties hereto agree not to appeal this Agreed Final Judgment Order.

Date: _____, 2019

ENTERED:

J U D G E

AGREED:

Plaintiff

Village of Algonquin, a municipal corporation

By: _____
One of Its attorneys and authorized agent

Subscribed and sworn to before me
this ____ day of _____, 2019.

Notary Public

Defendant-Owner

L.U.U.C.K. Partnership, an Illinois general partnership

By: _____
One of its attorneys

By: _____
Its authorized agent

Subscribed and sworn to before me
This ____ day of _____, 2019

Notary Public

EXHIBIT A

LOT 3 IN BLOCK 1 OF THE VILLAGE OF ALGONQUIN, A SUBDIVISION OF PART OF THE NORTHWEST FRACTIONAL 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 43 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS.

(PIN 19-34-104-005)



2019 - R -
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village Manager is authorized to execute an Agreement between the Village of Algonquin and the Metropolitan Alliance of Police, Algonquin Civilians Chapter 183 Effective May 1, 2018 through April 30, 2022, attached hereto and hereby made part hereof.

DATED this ____ day of _____, 2019

(seal)

John C. Schmitt, Village President

ATTEST:

Gerald S. Kautz, Village Clerk

**NEGOTIATED AGREEMENT BETWEEN THE
METROPOLITAN ALLIANCE OF POLICE
ALGONQUIN CIVILIANS CHAPTER 183
AND
THE VILLAGE OF ALGONQUIN**

Effective May 1, 2018 - April 30, 2022

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**NEGOTIATED AGREEMENT
BETWEEN THE VILLAGE OF ALGONQUIN
AND
THE METROPOLITAN ALLIANCE OF POLICE
ALGONQUIN CIVILIANS CHAPTER #183**

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 is the basic and full agreement between the parties concerning rates of pay, wages and other conditions of employment for certain civilian employees of the Village of Algonquin, including Records Clerks, Community Service Officers, as defined herein below and hereinafter referred to as "employees", or when the context requires a singular noun, as "employee".

**ARTICLE I
RECOGNITION**

Section 1.1. Recognition

Pursuant to an election and certification by the Illinois Labor Relations Board under Case No. S-RC-95-101, 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 records clerks and community service employees within the Police Department of the Village of Algonquin, 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

The probationary period for covered employees is one hundred eighty (180) days in duration from the date of appointment. During the probationary period, an employee 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 Employees shall be entitled to all the rights, privileges, benefits and other terms and conditions of employment conferred by this Agreement on non-probationary employees.

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. The Chapter shall provide written notice to the Human Resource Director of its designated Chapter Officers prior to May 15 of each fiscal year.

**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; 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 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.

Section 2.2. Subcontracting

It is the general policy of the Village to continue to utilize its employees to perform work they are qualified to perform. However, the Village reserves the right to contract out any work it deems necessary in the exercise of its best judgment and consistent with the Village's lawful authority under Illinois statutes, when such subcontracting will not cause the layoff of any bargaining unit employees, or cause a reduction in hours. The Employer agrees to give thirty (30) days prior notice to the Union and to bargain upon request of the Union over the impact or effects of any such subcontracting decision, although such notice and impact or effects bargaining obligation shall not be construed as requiring the Employer to delay implementation of the subcontracting decision pending impact or effects bargaining.

**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 Employees 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 timely respond to a recall notice, his name shall be removed from the recall list.

ARTICLE IV COMPENSATION AND HOURS OF WORK

Section 4.1. Compensation

Covered employees shall be paid according to the pay scale attached hereto as Appendix A. All wages shall be retroactive as per Appendix A.

Section 4.2. Normal Workweek and Workday

The normal workday for all employees covered by this agreement shall be eight and one-half (8 ½) hours consisting of a thirty (30) minute unpaid lunch period.

If interrupting the nature of the assignment for lunch would cause a negative impact on the productivity or the continuation of the project, employees may be required to take their lunch at the work site, stagger the lunch for individual employees, or take their lunch at the completion of the project. Should employees be required to work through their lunch, the Village will compensate employees for such time worked at the employee's rate of pay commensurate with the current applicable rate as dictated by this contract. To be compensated, the employee must notify his/her supervisor that they are working through lunch and the supervisor must approve the action prior to it occurring.

Section 4.3. Overtime Pay

All employees 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 hours scheduled for the regular shift and for any days that the employee works in excess of the dates scheduled for the regular shift. For purposes of overtime, the term "hours worked" shall include all hours actually worked, and any scheduled benefit time off.

Section 4.4. Overtime Scheduling

The Chief of Police or his designee shall have the right to require overtime work and employees may not refuse overtime assignments. Whenever practicable, overtime assignments will be scheduled on a voluntary basis by seniority, except for emergency situations, or except where qualified volunteers are not readily available.

Section 4.5. Call Back Time

Any Employee covered by this Agreement who is called back to work on an assignment (including stand-by court time) which does not continuously precede or follow an Employee'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 Employee 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. Covered employees who are given reasonable notice of a call-back assignment shall not be entitled to call-back pay pursuant to this section if they fail to appear on time for said assignment.

In the event that an Employee is placed on court stand-by requiring the Employee to appear in court on a day off, the Employee shall be compensated a minimum of one (1) hour. The Employee 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. If the Employee's testimony is not required, then the Employee 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 4.6. Court Time

Employees 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 according to Section 4.3, Overtime Pay.

Section 4.7. Meeting Time

Any Employee 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 according to Section 4.3, Overtime. The Village has the right to require an employee's presence and work at the department for the two (2) hour period.

Compensation pursuant to this section shall not be paid when a scheduled meeting is contiguous to an employee's scheduled shift. Covered employees who are given reasonable notice of a meeting shall not be entitled to compensation pursuant to this section if they fail to appear on time for said meeting. However, covered employees will not be denied compensation pursuant to this section when tardy for a previously scheduled meeting, provided a valid excuse is given to explain said tardiness.

Section 4.8. Work Breaks

Breaks may be taken at the discretion of the supervisor, for reasonable intervals, at reasonable times. 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 to be available for any assignment during any break period.

Section 4.9. Compensatory Time

Covered employees may elect compensatory time off in lieu of overtime compensation. The covered employee intending to earn compensatory time off in lieu of overtime must notify his supervisor prior to the performance of the overtime work; otherwise, overtime compensation shall be made. In addition, an employee may cash out their accumulated compensatory time by providing advance notice to the Village.

Compensatory time will be granted at a rate of one and one-half hours of compensatory time off for every hour of overtime worked.

Covered employees may accumulate up to sixty (60) hours of compensatory time per year. Any overtime worked once an employee has accumulated sixty (60) hours of compensatory time shall be paid to the employee. Covered employees may carry over compensatory time from year to year.

An employee with accrued compensatory time may make advance request for time off (increments no less than fifteen (15) minute increments and time off will be approved by the Chief or his designee based upon departmental needs.

In the event that any Employee 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), bargaining unit members can sell back up to (60) hours of accumulated comp time to be applied toward one of the Village's deferred compensation programs.

Section 4.10. 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 4.11. Training

All covered employees shall receive matron training prior to being assigned to any matron duties. Within six (6) months of the execution of this Agreement, the Chief of Police or his designee shall develop and implement a departmental policy providing for said matron training. Said policy shall provide for adequate and appropriate professional training to be provided by an individual qualified for the task.

Section 4.12. Trainer Compensation

Each employee covered under this agreement who is requested by the Chief of Police or his designee to train another Village of Algonquin employee shall receive \$3.50 per hour for every hour spent training another employee. Such designated trainer must complete a daily observation record each day he or she trained an employee.

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

Section 5.1. 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 employees 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 5.2. Indemnity

The Chapter hereby indemnifies and agrees to save 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 5.3. 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 5.4. 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 5.5. Bulletin Board

The Village shall provide the Chapter with designated space (17" x 11") on an available bulletin board, 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 5.6. Labor-Management Meetings

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

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

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

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

ARTICLE VI VACATION

Section 6.1. Eligibility and Allowances

All employees shall be eligible for paid vacation time after the completion of six (6) months of continuous employment.

Section 6.2. 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 6.3. Scheduling

Vacations shall be scheduled on a year round basis. The Police Chief shall schedule vacations and determine the maximum number of employees who may be on vacation at any one time. The vacation selection timeframe shall be October 15 to November 30. The Police Chief shall schedule vacations selected during this timeframe by taking into account the needs of the Department and employee seniority. The Police Chief shall schedule vacation requests made after the vacation selection timeframe based upon the needs of the Department and on a first come first served basis. Vacation may not be taken in increments of less than one-half (1/2) day.

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 6.4. Accrual Schedule

Covered employees shall earn vacation hours which are determined by length of service according to the following parameters: a single day of vacation is earned after the completion of six (6) months of service, a lump-sum vacation benefit is earned at the completion of one (1) continuous year of service according to the schedule set forth below, and thereafter hours are earned at the end of each month of full service, based on the employee's hire date. Part-time employees are not eligible for paid vacation. No vacation can be taken during the first six (6) months of employment. Other than during the first six (6) months of employment, one-twelfth (1/12) of the vacation benefit for a given year is earned each month. Beginning with and during the first year of employment, the vacation hours earned by an employee for having completed the first six months of service are available for use, as well as the vacation hours as they are earned monthly during and after the first year. Subsequent years of service follow the same pattern as

shown below.

Vacation time should be taken during the anniversary year in which it is available. The term "anniversary year" means the period of twelve (12) months following each annual anniversary of the employee's hire date. The Village recognizes that in some instances employees may not be able to use all of their available vacation during their anniversary year. Employees will be compensated for vacation time that is not used, at their regular strait time rate of pay. The Police Chief may therefore authorize an employee to carry over vacation time from one anniversary year to the next, which shall be limited to a maximum of five (5) days and which must be used within the next anniversary year.

No carry-over vacation may be accumulated to a subsequent year. An employee must submit a written request for carry-over, no later than thirty (30) days prior to his anniversary date, explaining the special conditions that should be considered as to why the carry-over should be granted. The employee's request shall not be unreasonably denied. If an employee fails to utilize vacation time within the time required, the Village may, in the exercise of its discretion, require an employee to utilize vacation time, as specified by the Village, or it will pay the employee for unused vacation.

Vacation time is not earned and does not accrue while an employee is on a leave without pay. If a payday falls during an employee's scheduled vacation, he may not receive his paycheck in advance.

Years of Service

Less than 6 months
At 6 months, but less than 1 year
After 1 year, but less than 2 years
At 2 years, but less than 5 years
At 5 years, but less than 11 years
At 11 years, but less than 18 years
After 18 years, but less than 24 years
After 24 years

Vacation Available per Year

Zero (0) hours
Eight (8) hours
Forty-eight (48) hours
Eighty-eight (88) hours
One hundred thirty-six (136) hours
One hundred seventy-six (176) hours
Two hundred eight (208) hours
Eight additional hours of vacation will be accumulated every year until the thirtieth year of employment.

Section 6.5. Accumulation

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

Section 6.6. 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 employee from vacation in progress.

**ARTICLE VII
HOLIDAY AND PERSONAL TIME**

Section 7.1. Holiday

The following nine (9) days shall be recognized as holidays for all employees 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	

All employees covered by this agreement shall be entitled to the above-listed holidays off with pay. Part-time employees shall not be entitled to holidays pursuant to this section.

Section 7.2. Holiday Pay

Employees scheduled to work on a holiday shall do so. 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 may require, at his discretion, a non-dispatch employee using paid sick leave on the day before or after a holiday to provide written proof of illness, if the employee 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 employee that he/she is to provide said notice prior to the use of a sick day.

b. If an employee is scheduled to work on a holiday and does so, compensation will be at one and one-half (1 ½) times the Employee's hourly rate for each hour worked. Any employee not scheduled to work a particular holiday who is called in to work that holiday or who is scheduled to work the holiday when the holiday was initially scheduled as the employee's regular day off, shall be compensated at two (2) times the employee's regular hourly rate of pay for all hours so worked.

Records Clerk/CSO who is required to work on a day designated as a holiday shall be compensated at two (2) times the employee's regular hourly rate of pay for all hours so worked, and shall in addition receive time off with pay equivalent to the time worked on said holiday. Said time off shall be utilized at the employee's discretion and upon approval of the Chief of Police or his designee, within sixty (60) days from the holiday, or by the end of the calendar year, whichever is later.

c. Any employee who is on a regularly scheduled vacation of a week, which includes a scheduled holiday, will not be required to use a vacation day for the holiday.

Section 7.3. Personal Days

Each new employee shall receive one personal day 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) paid personal hours* to be absent from work. These twenty-four hours must be used by the end of the fiscal year they are provided in. *After your first anniversary date, personal hours are awarded at the beginning of every fiscal year (May 1). The use of personal hours must be approved by the Chief or his designee. Personal hours must be used during the year in which they are earned and shall be paid at the employee's regular rate of pay (i.e. one personal day = eight (8) hours). Unused personal days cannot be carried over from year to year. Any personal days not used in the calendar year will be forfeited unless approval for carry-over of those days is given by the Chief or his designee. Any personal days 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.

Personal days may be used by employees at their discretion, subject however, to scheduling approval by their supervisor.

Any employee who wishes to take a day off in order to conform with that employee's religious beliefs, in addition to the holidays listed in Section 7.1, may without prejudice, take the day off as a vacation day, a personal day, or as a day without pay, provided that he/she has given prior notice to the Chief of Police.

Personal days must be taken in blocks of time of no less than four (4) hours.

**ARTICLE VIII
LEAVES OF ABSENCE**

Section 8.1. Absence from Work

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

Section 8.2. Sick Leave

Employees shall begin accruing sick leave from ninety (90) days following their date of hire at the rate of one (1) day per month of service, up to a maximum of two thousand four hundred (2,400) hours. The employee must be compensated for all normal workdays in order to be credited with a sick day within any month.

The Chief or his designee may grant use of sick days for medically related emergency leave. This must be approved one (1) day in advance and only under unusual circumstances. This may apply to personal medical business involving the affected individual or his immediate family, (as defined in Section 8.4), 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 hour for hour increments.

An employee who uses less than thirty-two (32) hours 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 thirty-two (32) hours 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 may pay the employee who is voluntarily leaving his employment one half of the employee's accrued but unused sick days in excess of four hundred eighty (480) hours, up to a maximum of three hundred (300) hours of pay. For example, if an employee retires with six hundred eighty-eight accrued but unused sick hours, the employee will be paid for 104 sick hours (i.e. one-half of the two hundred eight hours that are in excess of the 480 hours). 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's 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 8.3. Medical Leave

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 Village Manager.

Employees 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 8.4. Funeral Leave

Regular full-time and regular part-time employees may, in the event of the death of an immediate family member, be granted a paid leave of up to three (3) workdays for bereavement (i.e. twenty-four hours). In the event of the death of an extended family member, employees may utilize their benefit hours as approved by their supervisor. For the purposes of this section, "work day," means the number of hours or portion of a day that the employee would normally have worked. Vacation or personal days may be used if additional time off is needed. For the purpose of this section, immediate family is defined as spouse, child, stepchild, foster child, legal guardian, brother, sister, parent, grandparent, grandchild, mother and father-in-law, step-brother, step-sister, step-parent. Extended family member is defined as, brother and sister-in-law, son-in-law and daughter-in-law, or spouse's grandparent, aunt, uncle, niece, nephew, or cousin.

The employee's Department Head must approve all requests for leave with pay because of a death in the family and will determine the number of days of leave to be granted to the employee based on the circumstances, including but not limited to any travel distance.

Section 8.5. General Leave of Absence

All covered employees may be granted leaves of absence after they have been employed for six (6) full months. For the purpose of this section, "leaves of absence" or "personal leave" are defined as time taken off from work for personal reasons, such as educational purposes, travel, or other personal circumstances, that are not covered by the provisions of the Family and Medical Leave Act.

Leaves of absence shall be without pay.

Requests for leaves of absence must be presented in writing to the Village Manager at least one (1) month in advance of the date the requested leave is to begin in order to be considered. The written request for leave must include the reason for the request, the anticipated length of the leave, and the employee's address and phone number while on leave. Employees may request that the exact nature of the personal reason be kept confidential. Requests will be reviewed and a decision will be made which considers the needs of the employee and of the department and of the Village. Due to varying staffing and operational needs, each request is considered independently. Approval is not guaranteed.

Requests for leaves of absence without pay may be granted for periods of up to one (1) year with the approval of the Chief and the Village Manager. Extensions of a leave of absence already being taken must be requested in writing to the Village Manager no later than sixty (60) days before the current leave will expire, and may not be for a period of time longer than the original leave granted, the combination being subject, however, to the one (1) year limit. Approval of extensions is not guaranteed.

Any employee granted a leave of absence may keep his or her group life and health insurance, and retirement plans in full force during his/her leave by arranging for payment of the entire premiums/deductions and any additional surcharges permitted

by law during the absence. Such arrangements must be made with the Village Manager prior to going on leave. Failure to make such arrangements, or failure to make the required payments in a timely manner, will result in cancellation of the benefits. If a benefit is so canceled, the rules and regulations of the carrier or provider will be observed if the employee returns and seeks reinstatement of coverage. No other benefits shall accrue during a leave of absence. However, seniority rights are maintained as of the date the leave began.

Employees considering a leave of absence must be aware that the Village will not guarantee to hold their job open for them during the period of the leave. There is NO assurance of reinstatement to employment in any capacity at the conclusion of the leave. If there is an open position for which the employee is qualified at the conclusion of his or her leave, the employee, along with all other qualified candidates, may be considered for the position.

If, at the conclusion of an approved leave of absence, the employee fails to return to work, that employee shall be considered as having abandoned his job and having voluntarily terminated his employment.

Section 8.6. Military Leave

All military leave for covered employees shall be subject to and in accordance with all applicable laws.

Section 8.7. Jury Duty

Covered employees shall receive full pay for time not worked while serving on jury duty for the term of the jury service, testifying as a witness on behalf of the Village, or testifying pursuant to a subpoena regarding matters related to their employment with the Village. To receive full pay, employees shall endorse or turn over to the Village any payment received for such jury or witness duty, such as jury pay vouchers and checks, or other forms of compensation for witness fees. The employee will then receive his regular paycheck at the regular time.

Employees summoned to jury duty or subpoenaed to testify in court or other proceedings must immediately notify the Chief of Police or his designee so that proper arrangements for the employee's absence may be made. Failure to notify the Chief in a timely manner may result in the employee not being compensated for such civic duty.

Employees serving on jury duty or as a witness on behalf of the Village will continue to accrue vacation, sick leave and other similar benefits.

No employee shall receive pay for time not worked while testifying as a witness in a case filed by the employee against the Village, its officers or employees, or in a case which is personal and not related to Village operations or the employee's employment with the Village.

Section 8.8. Benefits While On Leave

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 IX
EDUCATION BENEFITS**

Section 9.1. On-Duty Training

Bargaining unit members 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 employee who attends a police-related seminar, upon the direction of the Chief, on his own time will receive one (1) hour pay at the employee'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. Employees shall be compensated at the employee'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.

Employees attending training, which is not required by the Department but at the request of the employee 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 employee's responsibility.

Section 9.2. Scheduling of On-Duty Training

All Employees 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 Employees covered herein, said Employees shall be given as much notice as possible as the Village receives notice from the training facilities.

Section 9.3. 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 December prior to the beginning of the next 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 dollars (\$1,500.00) for undergraduate work or three thousand dollars (\$3,000.00) 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 9.4. Travel and Meeting Expense Allowances

The Village, upon the Chief's approval, shall reimburse Employees 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 Employees 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.

An Employee 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 Employee 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/she was still at work. Any improper conduct will be treated as if it occurred during regular working hours.

Any Employee 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.

All travel authorization, travel arrangements, and reimbursement for travel expenses shall be made in accordance with Village policy, and may be amended from time to time.

**ARTICLE X
GRIEVANCE PROCEDURE**

Section 10.1. 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. 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 as a result 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: 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) and shall request a panel of seven (7) arbitrators. 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 seven (7) arbitrators. The arbitration panel must consist of individuals who are members of the National Academy of Arbitrators with a business office in the State of Illinois. If agreement cannot be reached in the selection of an arbitration service, the party requesting arbitration shall strike first. 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 three (3) names from the panel. 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.

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 10.2. 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 10.3. Forms

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

Section 10.4. 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 10.5. Notice of Union Representation

The Chapter shall certify to the Village the names of those employees who are designated as representatives (stewards) for each shift. These employees 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 10.6. Rights of Chapter

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

**ARTICLE XI
NON-DISCRIMINATION**

Section 11.1. 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, or mental and/or physical handicaps.

Section 11.2. 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 XII
DISCIPLINE**

Section 12.1. 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 12.2. Personnel File

The Village agrees to abide by the lawful requirements of the "Access to Personnel Records Act", Illinois Compiled Statutes 820 ILCS 40/3 et seq.

**ARTICLE XIII
INVESTIGATIONS CONCERNING EMPLOYEES**

Section 13.1. Timeliness of Investigation

The Union and Employees acknowledge that the Village has the right to interview employees and to undertake investigations, including investigations concerning the conduct of employees. The Union and Employees acknowledge that the Employees have no right to a formal "interrogation," as that word is utilized in the Uniform Peace Officers' Disciplinary Act, 50 ILCS 725/1 et seq., and they further acknowledge that nothing in this section shall be construed to establish any rights available under that

Act. However, in the event that an Employee is formally interviewed as part of an investigation of that Employee, the Village shall, within 30 days thereafter, inform the interviewed employee of the status of the investigation, and shall provide additional status reports every 30 days thereafter until the completion of the investigation.

ARTICLE XIV HOSPITALIZATION, DENTAL, OPTICAL, AND LIFE INSURANCE

Section 14.1. Hospitalization

The terms of the hospitalization program shall be exclusively controlled by the plan documents. Employees shall be responsible to contribute to health insurance premiums as set forth below:

Health and Dental Coverage:

All employees hired prior to 5/1/2020 will pay 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. \$216.65 which is 15% of the actual \$1,444.32 paid by the Village for health and dental premium for family HMO coverage, \$226.58, which is 15% of the actual \$1,510.53 paid by the Village for health and dental premium for family PPO coverage). Those employees hired prior to 5/1/2020 that have single coverage will be grandfathered and continue to not pay a premium for their single coverage unless they change coverage options (i.e. employee+spouse, employee+child(ren), family).

All employees hired on or after 5/1/2020 may pay 20% a month of the actual and total premium paid by the Village for invoice(s) for the health and/or dental for all coverage categories (single, single+1, family, etc.).

Section 14.2. Life Insurance

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

ARTICLE XV UNIFORM AND EQUIPMENT BENEFITS

Section 15.1. Benefits

Each employee covered by this Agreement employed as records clerks or secretaries shall receive a uniform allowance of \$300.00 per fiscal year. Community service officers shall receive a uniform allowance of \$500.00 per fiscal year and \$600 per fiscal year for patrol CSO's. The Village shall make the yearly uniform allowance available at the beginning of each fiscal year, with the payment for that quarter being equal to the amount of receipt(s) showing proof of purchase or proof of maintenance of uniforms for that quarterly period, until such time as the employees designated limit is reached.

Upon advance prior written approval of the Chief, an Employee may be permitted to purchase more than their designated allowance in uniforms and/or acceptable equipment in one (1) year, with the understanding that the Employee will be reimbursed for any amount over the appropriate limit in the following year. It is expressly understood that an Employee will extend the initial capital to purchase the uniforms and/or acceptable equipment, and the Village will only reimburse the Employee. It is further agreed that the Chief may authorize only up to twice the designated amount allotted to an employee in the year in questions.

The uniform for Records Clerks and Secretaries will consist of a polo shirt embroidered with the Department Logo and khaki pants. The uniform for CSO/Evidence Technicians will consist of a polo shirt embroidered with the Department Logo and six pocket cargo pants. Street CSOs will maintain their standard uniforms.

Whenever the Village reimburses an Employee for the purchase of uniforms and/or acceptable equipment and the Employee's employment is terminated, either voluntarily or involuntarily, then the Employee is responsible for returning any and all uniforms and/or equipment up to the amount in which the Employee was previously reimbursed. Under no circumstances will a terminated Employee be required to return uniforms and/or equipment to cover past reimbursements totaling more than \$450.00.

Uniform Item	Cost	Street CSO	CSO	Records/Sec	Costs
Pants	32.95	3	3	3	
LS Shirts	47.95	3	3	3	
SS Shirts	44.95	3	3	3	
Turtleneck	35.95	3	1	0	
Boots/Shoes	149.95	1	1	1	
Inner Belt	47.95	1	1	1	
Duty Belt	52.95	1	0	0	
Keepers	11.95	1	0	0	
Radio Holder	36.95	1	0	0	
Jacket	280.95	1	1	0	
Rain Coat	115.95	1	1	0	
Hat	39.95	1	0	0	
Cover	7.95	1	0	0	
Coverall			2	0	
Sweater			1	1	
Vest		1	0	0	
Dept Equipment					
Ticket Holder	20.95	1			
Clipboard	21.95	1			
Flashlight	124.95				
OC		1			

Section 15.2. Protective Vests

The Village agrees to provide the Street CSO commencing employment with the Algonquin Police Department a protective vest, valued up to a maximum of six hundred dollars (\$600.00) per CSO.

A CSO may replace said vest every five (5) years, and shall receive a replacement vest valued up to \$600.00 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). A CSO 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. CSO's may utilize uniform allowance to cover the remainder of the cost of a new vest.

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

**ARTICLE XVI
OFF DUTY EMPLOYMENT**

Section 16.1. Employment Outside Department

The Chief of Police may restrict off duty employment in the best interest of department operations. Employees 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 16.2. Extra Duty Details

When the Chief posts an extra duty detail for Employees, it will be filled by Employees on a seniority-rotating basis. Any Employee who accepts an extra duty assignment and later rejects or declines it without reasonable cause is responsible for finding a replacement. Any Employee 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 XVII SENIORITY

Section 17.1. Seniority

Unless stated otherwise in this Agreement, seniority for the purpose of this Agreement shall be defined as an Employee's length of continuous full-time service with the police department since the Employee's last date of hire.

Section 17.2. Determination of Seniority

Seniority shall be determined by Employees' length of service in the department. Time spent in the armed forces on military leave of absence and authorized leaves not to exceed thirty (30) days and time loss duty related disability shall be included.

Section 17.3. Maintenance of Seniority List

A current and up-to-date seniority list showing the names and length of service of each Employee 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 part hereof.

Section 17.4. Forfeiture of Seniority

An Employee shall forfeit his seniority rights upon separation from services due to dismissal, layoff or retirement. Full seniority rights shall be reinstated provided that any employee, 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. An Employee is dismissed and later reinstated by a Court of competent jurisdiction.
- b. An Employee is separated due to a layoff or reduction in force and is later reinstated under conditions provided in the Illinois Revised Statutes.

Section 17.5. Purpose of Seniority

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

ARTICLE XVIII SAVINGS CLAUSE

Section 18.1. 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 XIX
ENTIRE AGREEMENT**

Section 19.1. 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 specifically waives any right it may have to impact or effects bargaining for the life of this Agreement.

Section 19.2. 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 XX
LIGHT DUTY**

Section 20.1. Work Schedule for Light Duty

At the Chief's discretion and given the availability of work to satisfy light duty assignments, any employee who is injured and unable to perform his full-time duty may be assigned to work light duty, provided that he has obtained (and presented to the Chief) a letter of approval from his physician. Light duties shall consist of those tasks assigned by the Chief of Police. There shall be no pyramiding of benefits involving light duty assignments, workmen's compensation or other disability. Any employee on light duty shall continue to receive all other benefits normally provided in connection with his employment.

**ARTICLE XXI
TERMINATION**

Section 21.1. Termination

This Agreement shall be effective as of May 1, 2018 and shall remain in force and effect until April 30, 2022. 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 _____, 2019, after receiving official approval by the President and Village Board of Trustees and ratification by the Chapter's membership.

ORIGINAL EXECUTED CONTRACTS ON FILE WITH THE VILLAGE AND THE UNION

METROPOLITAN ALLIANCE OF
POLICE, ALGONQUIN CHAPTER 183

VILLAGE OF ALGONQUIN

KEITH GEORGE,
President M.A.P.

Village Manager

President, Algonquin Civilians
Chapter #183

Village Clerk

**APPENDIX A
WAGE AND MERIT PROGRAM**

An individual employee's performance shall be evaluated on November 1 and May 1 of each year. A new employee's performance may be reviewed earlier than or more often if needed for developmental or performance-related reasons. When determined necessary by the Police Chief, an employee's performance may be evaluated more frequently than the regularly scheduled evaluation. The November evaluation is to be used for professional growth purposes. Employees will receive a salary increase based upon their score on the May 1 evaluation and pursuant to the merit grid below on the May 1 evaluation.

Each employee's compensation shall advance as appropriate for that employee based upon the final performance evaluation of the employee in the seven category evaluation form in the below Merit Grid. The Police Chief may grant additional merit increases above and beyond the required adjustments at the time of a performance appraisal based upon the nature of the performance.

As part of the salary schedule, the Human Resources Director shall establish a salary for all positions within the bargaining unit, based upon knowledge, skills and abilities required for each position. Salaries may be adjusted from time to time based upon compensation surveys, labor market conditions, cost of living conditions, or other relevant factors.

If an employee believes that the Village has acted unreasonably in denying a merit increase, then the employee may grieve the matter in accordance with the grievance and arbitration procedure set forth in this Agreement.

Merit Grid	
<u>Evaluation Grade</u>	<u>% Increase in Pay</u>
<2.0	0%
2.0	1.75%
2.5	2.0%
3.0	2.25%
3.5 or >	2.5%

Wage increases are retroactive to May 1st for all employees who resign or retire in good standing.

Title	Range Minimum	Control Point	Range Maximum
CSO	\$45,920	\$57,364	\$68,809
Records Clerk	\$45,171	\$56,276	\$67,381

1. Employees below the Control Point will receive a wage increase on May 1 in accordance with the above merit grid based upon their performance evaluation. Such employees who have not reached the control point on November 1 of the same year will be eligible to receive the same percentage wage increase s/he received on May 1, unless the Police Chief or his designee believes a performance evaluation is necessary. If a performance evaluation is necessary, the Police Chief or his designee will conduct a performance evaluation for the six (6) month time period between May and November. Effective November 1, such employee whose performance was evaluated will be eligible to receive an additional wage increase, either higher, lower, or the same as s/he received on May 1 in accordance with the merit grid.
2. Employees who have not reached the Range Maximum will receive a wage increase on May 1 in accordance with the merit system noted above. Should an employee not qualify for a 2.5% increase (i.e., they have received an overall rating of less than 3.5), that employee shall be re-evaluated within the following six (6) months, and should the employee's new rating then have increased to 3.5 or greater, said employee shall receive the difference between the 2.5% increase and the percentage increase the employee received as a result of the initial evaluation on a going forward basis and effective the first pay period following the performance review showing that the 3.5 overall rating has been attained.
3. Employees hired prior to May 1, 2018, who are currently exceeding the Range Maximum will receive a 1.5% wage increase on May 1 and will not be eligible for the merit system noted above.
4. The salary range will be adjusted each year by a minimum of 1.0%. The Village Manager, in his or her discretion, reserves the right to adjust the salary range by more than 1.0%. Once the Control Point is adjusted, the Range Min and the Range Max will also increase to maintain the same dollar range (e.g. the range for the CSO is \$22,889, so the minimum would remain \$11,444.50 less than the Control Point and the maximum would remain \$11,444.50 more than the Control Point).
5. As consideration for the modification to the Merit Program, prior to applying 2018 wage increases, Caleca will be adjusted to \$51,390.32 annually and Filippini will be adjusted to \$52,273.44, and 2018 increases shall be applied from that basis.

**APPENDIX B
SENIORITY LIST**

RECORDS

<u>Name</u>	<u>Anniversary</u>
Caleca, Judith	5/14/2007
Filippini, Laurie	9/24/2007
Schuman, Sheila	8/27/2018
Bathauer, Michelle	9/24/2018

COMMUNITY SERVICE OFFICER

<u>Name</u>	<u>Anniversary</u>
Peluso, Kimberly	7/2/2001

APPENDIX C
STANDARD TRAVEL TIMES FOR TRAINING

<u>Destination</u>	<u>Travel Time</u>
Chicago	1 $\frac{3}{4}$ each way
Bartlett	45 min each way
Elgin	1/2 hr. each way
Schaumburg	45 min each way
Arlington Heights	45 min each way
McHenry	1/2 hr. each way
Woodstock	1/2 hr. each way
Aurora	1 hr. each way
St. Charles	45 min each way
Grayslake	1 hr. each way
Orland Park	1 1/2 hr. each way
Rockford	1 hr. each way
Elmhurst	1 hr each way
Springfield	3 1/2 hrs. each way
Evanston	1 $\frac{1}{2}$ each way