COLLECTIVE BARGAINING AGREEMENT

Between

THE VILLAGE OF HAZEL CREST

And
THE UNION METROPOLITAN ALLIANCE OF POLICE
CHAPTER 702

(Sworn Patrol Officers)

May 1, 2014 to April 30, 2017

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT is entered into by the VILLAGE OF HAZEL CREST, ILLINOIS (hereinafter referred to as the "Village" or the "Employer") and The Union, Metropolitan Alliance of Police Chapter 702 (hereinafter referred to as "Union" or The Union).

It is the purpose of this Agreement and it is the intent of the parties hereto to establish and promote a mutual harmonious understanding and relationship between the Employer and the Union, to promote departmental efficiency and effectiveness, to establish wages, hours, standards and other terms and conditions of employment of officers covered by this Agreement, and to provide for the equitable and peaceful adjustment and resolution of differences which may arise from time to time over the negotiations, interpretation and application of this Agreement.

In consideration of the mutual promises, covenants and Agreements contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:

ARTICLE I

RECOGNITION

Section 1.1. Recognition. The Village recognizes the Union as the sole and exclusive collective bargaining representative for all full-time sworn Patrol Officers (hereinafter referred to as "officers" or "employees"), but excluding all officers of the rank of Sergeant and above and all other employees of the Village.

Section 1.2. Probationary Period. As of the effective date of this Agreement, the probationary period shall be eighteen (18) months in duration. During the probationary period, an officer is entitled to all rights, privileges or benefits under this Agreement, except that the Village may suspend or discharge a probationary officer without cause; such action shall be final, and the officer shall have no recourse under the grievance procedure or otherwise to contest such suspension or discharge. The Chief, in his sole discretion, may extend an officer's probation up to an additional six (6) months. The decision to extend probation shall not be subject to the grievance procedure nor an appeal to the Board of Fire and Police Commissioners.

Section 1.3. "Chief" Defined. For purposes of this Agreement, the term "Chief" shall refer to the Hazel Crest Police Chief or such subordinate non-bargaining unit member of the Hazel Crest Police Department whom the Chief may designate to perform particular tasks or responsibilities as set forth herein. In the absence of notice of designee, the Union shall contact the Chief directly.

ARTICLE II

UNION SECURITY AND RIGHTS

Section 2.1. Dues Deduction. While this Agreement is in effect, the Village will deduct from the first paycheck each month one half (½) of the appropriate dollar amount of

Union dues and from the second paycheck each month the second half of the appropriate amount of dues for each employee in the bargaining unit who has filed with the Village a voluntary, effective checkoff authorization as provided by the Union. The amount of dues checked-off shall be equal to an amount certified by the Union to the Village for each employee per month, such amount to be determined initially upon the signing of this Agreement. The Union will give the Village thirty (30) days' notice of any such change in the amount of Union dues to be deducted. Dues shall be remitted to the Union by the 10th day of the month following deduction. A Union member desiring to revoke the dues check-off may do so by written notice to the Employer at any time during the thirty (30) day period prior to the annual anniversary date of the contract.

The Village shall provide the Union within thirty (30) days, the name, address, classification, rate of salary and starting date of any new employee hired into the Union's bargaining unit.

Section 2.2. Fair Share Fee. Any present officer who is not a member of the Union shall have deducted from his pay and transmitted to the Union a fair share (not to exceed the amount of union dues) of the cost of the collective bargaining process and contract administration. All officers hired on or after the effective date of this Agreement and who have not made application for Union membership shall, on or after the thirtieth (30th) day of employment, also have deducted from their pay and transmitted to the Union a fair share of the cost of collective bargaining process and contract administration.

Section 2.3. Religious Objections. The obligations to pay a fair share fee to the Union shall not apply to any employee, who on the basis of a bona fide religious tenet, teaching or a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Union. Upon proper substantiation and collection of the entire fee, the Union will

make payment on behalf of the employee to a non-religious charitable organization mutually agreed to by the objecting employee and the Union. If the employee and the Union are unable to agree upon a non-religious charitable organization, the organization shall be determined in accordance with the procedures established by the Illinois State Labor Relations Board.

Section 2.4. Union Indemnification. The Union shall indemnify, defend and save the Village harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Village in complying with the provisions of this Article except where such action has been prosecuted or initiated by the employer.

ARTICLE III

MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Village retains all rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees.

Specifically, but not exclusively, except as limited by the express written provisions of this Agreement, it is understood and agreed that the Village possesses the sole right and authority to operate and direct the Officers of the Village and its various departments. These rights include, but are not limited to:

A. to plan, direct, control and determine the operations, services, purpose and mission of the Village and its Officers;

B. to determine the budget and set forth all standards of service offered to the public;

C. to supervise and direct the work force;

D. to establish qualifications for employment and to employ Officers;

E. to promote , assign or transfer Officers;

F. to discipline, suspend or discharge Officers for just cause;

G. to establish shifts and hours of employment, which are not inconsistent with the terms of this Agreement;

H. to introduce new methods, equipment and facilities;

I. to make, alter, publish and enforce reasonable rules, regulations, orders, policies and to determine the methods, means and number of personnel to carry out the Village's mission;

J. to lay off or relieve Officers due to lack of work or funds or for any other legitimate reasons;

K. to establish work and productivity standards with prior notice to the Union; and

L. to contract out for goods and services

Suspension of Agreement in Civil Emergencies

If in the sole discretion of the Village Manager it is determined that extreme civil emergency conditions exist, including but not limited to, riots, civil disorder, tornado conditions, floods, or other similar catastrophes, the provisions of this Agreement may be suspended by the Village Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. Should an emergency arise, the Village Manager shall advise the Union of the nature of the emergency, and shall follow up said advisement in writing as soon thereafter as practicable.

ARTICLE IV

SUBCONTRACTING

The Village shall have the right to subcontract out any work it deems necessary (including through the use of part-time officers), so long as there are no bargaining unit members on layoff and such subcontracting will not displace bargaining unit employees. The Village will

employ no more than two (2) Part-Time Officers at any one time who will generally average twenty (20) hours per week when calculated on an annual basis. Part-time officers will not be assigned as detectives, evidence technicians, field training officers, bicycle patrol officers, school resource officers, juvenile officers, or community response team members unless all members of the bargaining unit have declined such assignment.

Prior to the implementation of any such subcontracting program, the Village will give at least fourteen (14) days' prior notice thereof to the Union. Upon request of the Union, the Village will meet and confer with the Union and its representatives in order to discuss the program and to consider any alternatives to subcontracting. The Village's decision will be final. The Union recognizes existing part-time Police Officers of the Village.

ARTICLE V

HOURS OF WORK AND OVERTIME

Section 5.1. Application of Article. This Article is intended only as a basis for calculating overtime payments and setting schedules. Nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

Section 5.2. Normal Workweek. The normal workweek shall average forty (40) hours per week. Each officer will be allowed to take (a) paid thirty (30) minute lunch break, (b) two fifteen (15) minute breaks, and (c) a fifteen (15) minute end of shift "gear down" period at the station, all subject to emergency duties. A tour of duty begins with a fifteen (15) minute roll call, unless otherwise directed by the Chief.

Section 5.3. Normal Work Schedule.

Shifts will change every one hundred and twelve (112) days. The Village will provide the Union with at least twenty-eight (28) days' notice of a change in the work schedule. The Village

reserves the right to change the shift from time to time. Officers assigned to the support services division will work a forty (40) hour work week as scheduled by the employer.

Section 5.4. Normal Workweek And Workday.

(a) The shifts workdays and hours to which employees are assigned shall be stated on a departmental work schedule. The Village will attempt to post the schedule at least twenty-eight (28) days in advance.

(b) Subject to the prior approval of the officers' immediate supervisor and the division commander, two (2) officers may exchange shifts.

Section 5.5. Overtime Pay. All officers will be paid at a rate of time-and-one-half their normal hourly rate for all hours worked beyond their normal shifts. All overtime must be approved by a supervisor. Officers may opt instead to accrue compensatory time in lieu of overtime pay, subject to the comp time ceiling provided herein.

Section 5.6. Court Time. Officers shall be paid time and one-half their base rate for all hours spent in court on Village business, with a two (2) hour minimum.

Section 5.7. Computation of Hourly Salary. For purposes of determining overtime compensation, an officer's hourly salary shall be computed based upon an annual work year of two thousand eighty (2,080) hours.

Section 5.8. Overtime Work.

(a) **Daily Overtime.** When daily overtime opportunities occur, the employer shall contact those officers presently on duty and offer them the opportunity to work an additional full shift or half shift by seniority, if a Sergeant is not assigned to the shift vacancy the sergeant presently on duty is eligible to volunteer for the overtime shift. Due to rank the sergeant has priority over patrol officers. If the sergeant declines the overtime slot, it is next offered to patrol officers by seniority. If the officer chooses to work a half shift the other half will be offered to

other officers on the shift by seniority. In the event no officer from the outgoing shift takes the overtime the employer will contact those officers from the incoming shift and offer voluntary overtime on the same basis. If a volunteer is still not obtained the employer may require by reverse seniority an employee assigned to the current shift to hold over for up to one-half of a shift and may further require an employee from the next shift to report early again on a reverse seniority basis for a period of time not to exceed one-half (1/2) of a shift. In the event the employer is unable to reach officers from the following shift the employer may require an employee to hold over an entire shift. Any officer working his day-off shall not be subject to the Department's mandatory hold over procedure.

(b) **Posted Overtime.** Officers may sign up for posted overtime and may bump on the basis of seniority. Sergeants are eligible to volunteer for posted overtime shifts, if no sergeant is scheduled to work during that particular shift. In these cases sergeants have priority selection of the time over patrol officers. The patrol division commander may set an initial maximum number of hours for each officer to sign up for overtime. After reaching the time limit for such sign-up, all remaining overtime may be claimed on the basis of seniority.

(c) **The Use of Compensatory Time.** Compensatory time shall be accrued at one-and-one-half ($1^1/_2$) times the hourly rate. Compensatory time credit may not exceed eighty (80) hours. Patrol Officers shall take compensatory time subject to the approval of the shift commander whose shift is affected by the absence of the officer taking a compensatory time. Officers assigned to the support services division shall take compensatory time subject to the approval of a commander of the support services division, or their immediate supervisor. Compensatory time cannot be taken when it will result in the creation of overtime, except in cases of personal emergency of the employee. Once the taking of compensatory time has been approved by a supervisor, it may not be revoked except in cases of emergency (e.g. an officer calling in sick

thus reducing patrol staffing below minimum staffing levels is not considered an emergency).

(d) Overtime, compensatory time and other extra duty pay shall be documented in accordance with Department rules and regulations.

Section 5.9. Call Back. A call-back is defined as an Officer's assignment of work which does not continually precede or follow an officer's regularly scheduled working hours. An employee covered by this Agreement who is called back to work after having left work shall receive a minimum of two (2) hours overtime pay unless the individual is called back to rectify his own error, in which case he will be paid only for actual time worked.

Section 5.10. Officer in Charge. A Patrol Officer who is assigned the duty of shift commander in the absence of a Sergeant for at least two (2) consecutive hours but less than four (4) hours will receive one quarter (1/4) hour straight time pay. A Patrol Officer who is assigned the duty of shift commander in the absence of a sergeant for at least four (4) consecutive hours but less than six (6) hours will receive one-half (½) hour straight time pay. A Patrol Officer who is assigned the duty of shift commander in the absence of a sergeant for at least six (6) consecutive hours but less than eight (8) hours will receive three-quarters (3/4) hour straight time pay. A patrol officer who works eight (8) consecutive hours but less than ten (10) hours as shift commander will receive one (1) hour straight time pay. A patrol officer who works ten (10) consecutive hours but less than twelve (12) hours as shift commander will receive one and one-quarter (1 ¼) hours straight time pay. A Patrol Officer who works twelve consecutive (12) hours but less than fourteen (14) hours as shift commander will receive one and one-half (1 ½) hours straight time pay. A patrol officer who works fourteen (14) consecutive hours but less than sixteen (16) hours as shift commander will receive one and three-quarters (1 ¾) hours straight time pay. A Patrol Officer who works sixteen (16) consecutive hours but less than eighteen (18) hours as shift commander will receive two (2) hours straight time pay. A Patrol Officer who works eighteen (18) consecutive

hours but less than twenty (20) hours as shift commander will receive two and one-quarter (2 ¼) hours straight time pay.

Section 5.11. No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

Section 5.12. Training and Specialty Assignments. The Union and the employer agree that it is beneficial to both parties that employees receive as much training as possible. From time to time, the Department may have training opportunities. These opportunities shall be posted so that all members of the bargaining unit are informed of the available training and may choose to apply for the same. The Chief shall use his/her discretion to assign training based on the performance and needs of the officers and the operational needs of the department. If an officer applied for training and was denied the same, he/she may appeal to the Chief and will be afforded the opportunity to discuss why he/she should be assigned the training and hear the Chief's reasons for granting or denying the same.

When a vacancy is created in a specialty assignment within the department, said vacancy shall be posted for a period of fourteen (14) days. The Chief shall use his/her discretion to assign the special assignment based on performance of the applicants and the operational needs of the department. If an officer applied for a special assignment and was denied the same, he/she may appeal to the Chief and will be afforded the opportunity to discuss why he/she should be assigned the special assignment and hear the Chief's reasons for granting or denying the same.

ARTICLE VI

DISCIPLINE

Section 6.1. General. In the event an employee is suspended by the Chief, or in the event the Chief files charges with the Board of Fire and Police Commissioners *(see 65* ILCS 5/10-2.1--17), the employee shall have the option of having the discipline finally adjudicated through the statutory BFPC process or the grievance arbitration process in the manner provided for below.

Section 6.2. Process.

(a) When an employee is suspended by the Chief, he shall file either an appeal to the BFPC or a demand for arbitration within seven (7) days of receipt of the order of suspension. Failure to file a timely appeal shall be conclusively determined to be acceptance of the suspension.

(b) When the Chief files charges with the BFPC seeking discipline in excess of a five (5) day suspension, the charges shall set forth the discipline the Chief is seeking to have the BFPC impose (e.g., termination, thirty (30) day suspension, fifteen (15) day suspension, etc.).

(c) The employee shall have seven (7) calendar days after receipt of the charges to determine whether to have the matter adjudicated by the BFPC or through the grievance arbitration process. Failure to timely opt for the grievance arbitration process shall be conclusively determined to be consent to the BFPC process. The determination shall be in writing and filed with the office of the Chief.

(d) In the event the employee timely opts for the grievance arbitration process, the Chief shall have fourteen (14) days thereafter to impose the same measure of discipline as set forth in the charges. Thereupon, the grievance shall proceed directly to arbitration in accordance

with Section 7.3 of this Agreement. By opting for arbitration, the employee waives resort to the BFPC.

ARTICLE VII

GRIEVANCE PROCEDURE

Section 7.1. Definition. A grievance is defined as a dispute or difference between the parties to this Agreement concerning interpretation and/or application of this Agreement.

Section 7.2. Grievance Procedure. Recognizing that grievances should be raised and settled promptly, a grievance must be raised within seven (7) calendar days of when the officer knew, or reasonably should have known of the event giving rise to the grievance. A grievance may be initiated by the Union or an aggrieved employee. A grievance shall be processed as follows:

STEP 1: Written to Supervisor. The grievant shall submit a written grievance to the non-bargaining unit supervisor designated by the Chief. The non-bargaining unit supervisor shall meet with the employee to review the matter. The employee may be accompanied by a Union steward. The meeting shall take place within seven (7) calendar days of the filing of the grievance. The meeting shall occur during the employee's non-duty time or at a time mutually agreeable to the employee and the supervisor. The supervisor shall respond to the grievant in writing within seven (7) calendar days of the meeting. The supervisor's decision shall be placed in the employee's personnel file, with a copy sent to the Village Manager.

STEP 2: **Appeal To Chief.** If the grievance is not settled in Step 1, the grievant and Steward may, within seven (7) calendar days following the receipt of the Step I decision, file a written appeal to the Chief setting forth the nature of the grievance and the contract provision(s) involved. The grievant, steward, representative of the Union, and the Chief or his designee will discuss the grievance at a mutually agreeable time within seven (7) calendar days of his receipt

of the grievance. The Chief may have present other persons whom the Chief determines appropriate. If no agreement is reached in such discussion, the Chief will give his answer in writing to the grievant within seven (7) calendar days of the discussion.

STEP 3: Appeal To Manager. If the answer of the Chief is not acceptable, the grievant may within seven (7) calendar days, request a hearing by the Village Manager with the steward, the Union representative and grievant present. The meeting will take place within seven (7) days of the Village Manager's receipt of the request. The Village Manager can have present other persons whom he deems appropriate. If no agreement is reached at Step 4, the Village Manager shall give his answer in writing within seven (7) calendar days.

Section 7.3. Arbitration. If the grievance is not settled in Step 4, the Union may render the grievance to arbitration within twenty-one (21) calendar days of receipt of the Manager's written answer.

(a) In the event the parties are unable to agree upon an arbitrator, the party requesting arbitration shall request the American Arbitration Association to submit a panel of seven (7) arbitrators who are all members of the National Academy of Arbitrators. Each party retains the right to reject one (1) panel in its entirety and request that a new panel be submitted. Both the Village and the Union shall alternately strike names from the panel. The remaining person shall be the arbitrator. The parties shall toss a coin to select which party strikes first.

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

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

(d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days

following the close of the hearing or the submission of briefs by the parties, whichever is the later.

(e) More than one (1) grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

(f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 7.4. Limitations on Authority of Arbitrator. The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. Any decision or award of the Arbitrator rendered within the limitations of this Section 7.4 shall be final and binding upon the Village, the Union and the employees covered by this Agreement.

Section 7.5. Time Limit For Filing. If a grievance is not presented by the employee or the Union within the time limits set forth above, it shall be considered waived and may not be further pursued by the employee or the Union. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer, except that if the Village does not answer in a timely fashion at Step 3, (Village Manager Step) the grievance shall be deemed granted. If the Village does not answer a grievance or an appeal thereof within the specified time limits at Steps 1 or 2, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. Any of the time limits may be extended by mutual agreement.

Section 7.6. Skipping Steps. In the event the nature of the grievance is such that the Step 1 Supervisor lacks the authority to grant the relief sought by the grievant (this would include decisions by the Chief, Manager or the corporate authorities), then the grievance shall be

initiated at Step 2.

ARTICLE VIII

NO STRIKE-NO LOCKOUT

Section 8.1. No Strike. Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sitdown, concerted refusal to perform overtime, mass absenteeism, unlawful picketing or any other unlawful disruption of the operations of the Village, during the life of this Agreement. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village.

Section 8.2. No Lockout. The Village will not lockout any employees during the term of this Agreement as a result of an actual or anticipated labor dispute with the Union.

Section 8.3. Penalty. 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.

Section 8.4. Judicial Restraint. Nothing contained herein shall preclude the Village or the Union from seeking judicial restraint and damages in the event the other party violates this Article.

ARTICLE IX

HOLIDAY PAY

Section 9.1. General. Employees are entitled to eighty-eight (88) hours of straight time pay annually as compensation for work performed on holidays, if the holidays worked include their personal day, and eighty (80) hours of straight time pay annually as compensation for work performed on holidays if they choose to not work on their personal day. Payment shall be made at the end of the second January pay period for the prior year's holiday pay. Employees who

work less than a full year shall have their holiday pay prorated based on the actual number of holidays during which they were employed. For purpose of this proration, the holidays are: New Year's Day, Martin Luther King's Day, personal day, *Spring Holiday (formerly known as "Good Friday" and observed on the Friday before the first Sunday following the full moon on or after the vernal equinox), Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, December 24th and December 25th . The Officer has the option of taking his/her personal day as a paid personal day or receiving compensation for working said day as outlined above.

Section 9.2. Additional Compensation for Holidays Actually Worked. Employees who work the actual holidays not the Village observed holiday will be paid at their time-and a-half rate for all hours worked.

ARTICLE X

LAYOFF AND RECALL

Section 10.1. Notice of Layoff. The Village in its discretion shall determine whether layoffs are necessary. When there is an impending layoff with respect to any officers in the bargaining unit, except in an emergency at which time the Employer shall notify the Union as soon as possible, the Employer shall inform the Union in writing no later than thirty (30) calendar days prior to such layoff. The Employer will provide the Union the names of all officers to be laid off first, then officers shall be laid off in accordance with their departmental seniority. The officers with the least amount of seniority in the Police Department shall be laid off first. If the total number of Sergeants is to be reduced, seniority in rank shall apply. Sergeants shall be permitted to exercise their authority to bump into the patrol officer's classification. In such case, the individual's departmental seniority shall be his total number of years employed by the Department regardless of rank. All officers shall receive notice in writing of

the layoff at least thirty (30) calendar days in advance of the effective date of such layoffs. The Village agrees to consult with the Union, upon request, and afford the Union an opportunity to propose alternatives to the layoff.

Section 10.2. Recall. Any officer who has been laid off shall be placed on the appropriate reinstatement list for three (3) years and shall be recalled on the basis of seniority in the Police Department, as provided in this Agreement, prior to any new officers being hired.

Employees who are eligible for recall shall be given thirty (30) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee must notify the Police Chief or his designee of his intention to return to work within three (3) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be placed at the bottom of the recall list for the first failure and shall be eliminated for any subsequent failure to respond.

ARTICLE XI

VACATIONS

Section 11.1. Eligibility and Allowances. Employees shall receive ten (10) days of vacation after one year of continuous service. Thereafter, employees will receive one (1) additional vacation day for each year of service beyond five (5) years up to a maximum of twenty-five (25) days.

A vacation day shall not be charges should a Holiday fall during an employee's scheduled vacation period.

Section 11.2. Vacation Pay. The rate of the vacation pay shall be the employee's regular straight-time rate of pay in effect for the employees regular job duties on the payday immediately preceding the employee's vacation.

Section 11.3. Scheduling. Officers shall pick pre-scheduled vacation based on seniority within rank by January 31" of each year. The vacation schedule will be posted by January 31. No more than one (1) Sergeant or one (1) Patrol Officer from the same shift shall be eligible for vacation during any one week. Only one (1) Detective shall be allowed to be on vacation during a week. Officers must pre-schedule all vacation earned except that every Officer may elect to not pre-schedule up to and including forty (40) hours of vacation. Pre-scheduled vacation must be taken in forty (40) hours blocks. No officer may schedule and take more than one hundred twenty (120) consecutive hours of vacation. After the vacation schedule has been established, any remaining unscheduled vacation days may be taken on a first-requested, first-received basis. Vacation that is not pre-scheduled must be taken in a minimum of one (1) day increments. Officers shall provide reasonable notice of their request to use vacation. Officers may trade or reschedule vacation days with the approval of the Chief. Vacation requests shall not be unreasonably denied, but the Village shall abide by the staffing parameters set forth herein and shall consider the operational needs of the department.

ARTICLE XII

SICK LEAVE

Section 12.1. Purpose. Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees to work while sick.

Section 12.2. Days Earned. Employees shall earn sick leave with pay at a rate of one (1) day for each calendar month of service. Sick leave shall accrue from the date of employment but shall not be taken until the successful completion of the first six (6) months of employment. Sick leave may never be taken in advance of earning sick time. An employee who is voluntarily leaving Village employment shall not be allowed to use sick leave during the last two (2) weeks of employment. Sick leave with pay in excess of three (3) consecutive working days shall be allowed only after presenting a written statement from a physician certifying that the employee's condition prevented the employee from returning to work.

Section 12.3. Use of Sick Leave. Absence from work due to any of the following reasons is properly chargeable to sick leave: (a) legitimate illness or injury of the employee; (b) maternity; or (c) illness in the immediate family (spouse, child including step or adoptive, parent or parent-in-law, sister or brother, grandparent, brother-in-law or sister-in-law, legal guardian). The Chief in his discretion may require a physician's certification in the case of any absence of three (3) days or less.

Section 12.4. Reporting of Sick Leave. Any employee absence from work chargeable against sick leave shall be reported immediately to the Chief of Police or his designee as soon as possible, but not later than two (2) hours before the start of any shift. Employees who are absent due to severe accidents or to surgery must supply a signed doctor's release before they can return to work.

Section 12.5. Village Payment for Unused Sick Days at Retirement. In the event an employee retires from the Village with twenty (20) years of service, the Village will pay the employee an amount equal to twenty-five percent (25%) of the employee's accumulated sick leave days at the employee's then current rate. This benefit will be denied to an otherwise eligible employee only if the employee is terminated for cause or resigns under investigation

other than for administrative charges.

Section 12.6 Bonus Sick Days. An officer who does not utilize any sick days in a calendar year will be credited with an extra personal holiday.

ARTICLE XIII

ADDITIONAL LEAVES OF ABSENCE

Section 13.1. Unpaid Discretionary Leaves. The Village may grant an unpaid leave of absence under this Article to any bargaining unit employee where the Village determines there is good and sufficient reason.

Section 13.2. Application For Leave. Any request for a leave of absence shall be submitted in writing by the employee to the Police Chief of his designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by his immediate supervisor and **it** shall be in writing.

Section 13.3. Military Leave. The parties to this Agreement shall abide by the applicable state and federal law regarding Military Leave, as they may be amended from time to time.

Section 13.4. Funeral Leave.

(a) Upon the approval of a Department Head, a full-time employee may be granted up to three (3) consecutive days leave, with pay, in the event of a death of a relative as defined in Chapter II of the Village of Hazel Crest Personnel Manual. Days will be calculated in accordance with current practice.

(b) Such leave shall not be deducted from either sick leave or vacation leave.

(c) The Village may request proof of death, relationship, and/or attendance at funeral.

(d) Vacations may be extended as a result of the death of immediate family ("a", above)

occurring during vacation leave.

(e) With the approval of his/her Department Head, an employee may extend his funeral leave for up to two (2) additional days, for extenuating and unusual circumstances.

Section 13.5. Benefits While On Leave.

(a) Unless otherwise stated in this Article or otherwise required by law, length of service shall not accrue for an employee who is on an approved non-pay leave status. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status. Unless otherwise stated in this Article, an employee returning from leave will have his seniority continued after the period of leave. Upon return, the Village will place the employee in his or her previous job if the job is vacant; if not vacant, the employee will be placed in the first available opening in his classification or in a lower-rated classification according to the employees seniority, where skill and ability to perform the work without additional training is equal.

(b) If, upon the expiration of a leave of absence, there is not work available for the employee or if the employee could have been laid off according to his seniority except for his leave, he shall go directly on layoff.

(c) During the 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 change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the Village.

Section 13.6. Non-Employment Elsewhere. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment.

Section 13.7. Light Duty. At such time as an injured or ill officer is determined to be

able to return to work on a light duty basis, the Chief in his discretion may require such officer to return to light duty at such assignment as the Chief deems appropriate, based on the needs of the department. The maximum light duty assignment is ninety (90) days. Any extension requires the approval of the Village Manager, and will only be granted in the most unusual circumstances and only if the employee can reasonably be expected to return to full duty thereafter.

Section 13.8 Jury Duty. In the event an employee is called to jury duty, the employee shall be maintained on his pay status. Remuneration received by the Officer from the summoning agency for jury duty shall be submitted to the Village Manager upon the Officers return to duty.

ARTICLE XIV

UNIFORM ALLOWANCE

(a) Upon successful completion of his/her Probationary Period, each newly hired Officer shall receive an initial uniform allowance of five hundred dollars ($500.00).

(b) Thereafter, upon the request of an Officer, the Village will provide each Officer an annual uniform allowance of up to eight hundred fifty dollars ($850.00) in the form of a voucher to a Police Officer Uniform Supply Store of the Employee's choosing from an approved vendor list to be developed jointly between the Village and the Union.

(c) The Uniform Allowance shall be spent on official uniforms and equipment as designated and identified in the General Orders.

(d) Uniform allowances not used in the calendar year earned are forfeited.

ARTICLE XV

WAGES

Employees shall be compensated according the Wage Schedule shown below. Salary and longevity increases shall be retroactive to November 1, 2014. The wage increases in the scale reflect annual cost of living ("COLA") increases as follows:

November 1, 2014 to April 30, 2015:	2.5%
May 1, 2015 to April 30, 2016:	2.5%
May 1, 2016 to April 30, 2017:	2.75%

The percent of the increases between steps remains unchanged from the Agreement in effect from May 1, 2011 to April 30, 2014.

Each officer hired prior to May 1, 2011 will receive a two-step increase each year on his/her anniversary date until such time as he reaches the top of the scale, subject to Section 1.2 in the case of probationary officers.

Each officer hired after May 1, 2011 will receive a two-step increase each year starting on the second anniversary of the officer's successful completion of his/her probationary period.

In lieu of retroactive application of the above wage schedule, each full time bargaining unit employees shall receive a one-time bonus payment four hundred fifty dollar ($450.00) outside of his/her wage base.

STEPS	Current 5/1/2013-4/30/2014	2.50% 11/1/2014-4/30/2015	2.50% 5/1/2015-4/30/2016	2.75% 5/1/2016-4/30/2017
1	$48,734.86	$49,953.23	$51,202.06	$52,610.12
2	$49,952.55	$51,201.36	$52,481.40	$53,924.64
3	$51,202.07	$52,482.12	$53,794.17	$55,273.51
4	$52,482.39	$53,794.45	$55,139.31	$56,655.64
5	$53,794.17	$55,139.02	$56,517.50	$58,071.73
6	$55,139.02	$56,517.50	$57,930.43	$59,523.52
7	$56,517.49	$57,930.43	$59,378.69	$61,011.60
8	$57,930.44	$59,378.70	$60,863.17	$62,536.91
9	$59,378.69	$60,863.16	$62,384.74	$64,100.32
10	$60,863.15	$62,384.73	$63,944.35	$65,702.82
11	$62,384.73	$63,944.35	$65,542.96	$67,345.39
12	$63,944.36	$65,542.97	$67,181.54	$69,029.04
13	$65,542.96	$67,181.53	$68,861.07	$70,754.75
14	$67,181.27	$68,860.80	$70,582.32	$72,523.34
15	$68,861.07	$70,582.60	$72,347.16	$74,336.71
16	$70,582.60	$72,347.17	$74,155.84	$76,195.13
17	$72,347.18	$74,155.86	$76,009.76	$78,100.02
18	$74,155.91	$76,009.81	$77,910.05	$80,052.58

All employees shall receive the specified longevity amounts added to their wages as follows:

After 5 years:	$500
After 10 years:	$1,000
After 15 years:	$1,500
After 20 years:	$2,000
After 25 years:	$2,500
After 30 years:	$3,000

REST OF THIS PAGE INTENTIONALLY LEFT BLANK

ARTICLE XVI

TUITION REFUND PROGRAM

An employee who wishes to increase his/her educational background should consult his/her Department Head in order for his/her request to be considered under this program. Prior approval for reimbursement must be given by the Department Head and Village Manager. Tuition is the only expense to be reimbursed and is based, at a maximum, on Governors State University's tuition for the current year. Tuition will be reimbursed upon completion of the approved course and proof of a passing grade of "C" or better. No reimbursement shall be given for educational efforts financed by any other source such as through the Veterans Administration or scholarships. Funds budgeted annually for tuition reimbursement will be distributed on a first-come, first-serve basis among all employees in the Village. The tuition reimbursement program has no relationship with normal training requirements of the respective departments. Tuition reimbursement application forms are available through the Village Manager's office. Upon successful completion of course work eligible for tuition reimbursement, the employee must remain with the Village for one (1) month for each credit hour of the course in order for the expense to be fully forgiven. For example, if an employee takes a three (3) credit hour course that meets over a three (3) month period, at the successful conclusion of the course, the employee must remain in the Village's employment for three (3) months following the conclusion of the course. If the employee leaves the Villages employment after completing a course, prior to the specified number of months, the employee will reimburse the Village for the appropriate number of months. Partial months of service count as zero.

ARTICLE XVII

INSURANCE

Section 17.1. Hospitalization and Medical Insurance.

(a) The Village agrees that it shall provide employees and their dependents with hospitalization and medical insurance coverage and benefits. Such coverage and benefits shall be the same as that which is provided to all other employees of the Village. The Village retains the right to change insurance carrier or to self-insure provided employees retain the option to obtain coverage through an HMO or PPO system. Such option shall be subject to the Villages right to eliminate the PPO system for all other Village employees. In such event, the Village shall provide the Union with advance written notice at the earliest opportunity and upon request of the Union, meet to negotiate as to the proposed change. Prior to instituting any change in the existing coverage and benefits, the Village shall notify the Union no later than ninety (90) days prior to the effective date of the proposed change and upon request meet with representatives to discuss and consider available alternatives.

(b) Employee Contributions. In consideration for the Village's agreement to provide the coverage's and benefits presently in effect, for the duration of this Agreement, the Union agrees that employees shall contribute an amount equal to fifteen percent (15%) effective May 1, 2014 of the premium cost for the plan in which they have enrolled as such premium costs may change from time to time. Such contributions shall be made as payroll deductions on a pre-tax basis.

(c) Section 125 Tax Sheltering Plan. The Village shall maintain in effect a Section

125 Flexible Spending Account plan for the purposes of allowing employees to make contributions for unreimbursed medical and dental dependent care expenses to the full extent authorized under Section 125 of the Internal Revenue Code so long as such plan continues to be authorized by the **I.R.S.**

(d) Continuance of Insurance Coverage. Employees' right to continue their coverage upon retirement or termination shall be as provided under the Insurance Code, 215 ILCS 5/367(j) or Federal law (COBRA), as applicable.

Section 17.2. Life Insurance; Survivors' Health Insurance. The Village shall pay or insure a death benefit of ten thousand dollars ($10,000.00) to the employee's designated beneficiary in the event of the employee's death provided that if any higher amount is provided to other bargaining units, such amount shall also be provided to police officers. In the event an officer is killed in the line of duty, the Village will pay the surviving spouse's premium cost to continue on the Village's health insurance plan during the eighteen month COBRA continuation period. In the event an employee dies during the course of his employment with the Village, the Village shall pay medical insurance premiums for the deceased employee's spouse for up to six (6) months after the employee's death. After said time, the spouse may continue to participate in the Village group insurance plan as provided by law. The Village shall also pay to the employee's survivor a death benefit equal to the deceased employee's salary for one (1) month as well as compensation for the deceased employee's unused vacation days and accrued overtime.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

Section 18.1. Gender. Wherever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

Section 18.2. Bulletin Board. The Village will make available space on a bulletin board for the posting of Official Union notices of a non-political, non-inflammatory nature. The Union will limit the posting of Union notices to such bulletin board.

Section 18.3. Union Business Leave. To the extent that there is no disruption of service, increase in costs or interference with operations, leaves of absence without pay shall be granted to up to two (2) officers who are selected, delegated or appointed by the Union to (a) attend Union meetings, conventions or educational conferences; or (b) attend grievance meetings or appeal hearings.

Section 18.4. Visit By A Union Representative. The Village agrees that one (1) accredited representative of the Union, whether Local Union representative, or International representative, shall have reasonable access to the Police Department. The outside representative shall call the Chief or his designee before his arrival and obtain prior approval from the Department Head before entering upon the premises of the Department. The representative shall not in any way disturb employees who are working.

Section 18.5. Residency.

A. **General.** Within six (6) months after completion of the probationary period, employee shall establish residency within the following residency zone:

To the north: Roosevelt Rd.

To the east: the Illinois/Indiana border.

To the south: Illinois equivalent of Indiana 14

To the west: Illinois Route 47.

Employees who fail to abide by the residency provisions are subject to disciplinary action up to and including discharge.

B. **Potential Expansion.** The Employer is currently engaged in interest arbitration with the union representing the firefighters. In the event this arbitration is resolved through agreement, stipulated award, or award which results in an expansion of the residency zone beyond that which is provided in this Section, the expanded zone will automatically apply to this bargaining unit.

Section 18.6. Non-Discrimination. The Employer shall not discriminate against officers as a result of membership in the union.

ARTICLE XIX

IMPASSE RESOLUTION

Upon the expiration of this Agreement, the remedies for the resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended, with the following exception:

If interest arbitration is invoked pursuant to said Act, the parties agree that the arbitration award as to wages only will be effective during the fiscal year in which this Agreement

expires, even though the arbitration process was not initiated prior to the beginning of that fiscal year. In this regard, the parties by agreement are rending inapplicable the limitation contained in Section 14(j) of said Act regarding increases in rates of compensation that may be awarded by the arbitration panel. The arbitration panel shall be advised of this modification to the scope of their authority at commencement of any interest arbitration hearing and shall have authority to award increases in rates of compensation, retroactive to the commencement of the fiscal year.

ARTICLE XX

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, Agency or Court decision; and upon issuance of such a decision, the Village and the Union agree to immediately begin negotiations on a substitute for the invalidated Article, Section or portion thereof. If any provision of this Agreement or its application is held contrary to law, the remainder of this Agreement shall not be affected thereby. If the parties are unable to reach agreement, the impasse procedures of the Illinois Public Labor Relations Act shall be used.

ARTICLE XXI

ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its terms.

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 understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The parties' agreement to this provision shall not be construed as waiving any of their respective rights or obligations to negotiate as may be required by the IPLRA as to:

(a) the impact of the exercise of the Village's management rights as set forth on any terms and conditions of employment; or

(b) as to any decisions to change any terms or conditions of employment not expressly covered by the terms of this Agreement that are mandatory subjects of bargaining.

ARTICLE XXII

CHANGES TO EXISTING RULES

It is understood that new or revised rules, regulations, policies, and procedures are established by the Village from time to time. The Union shall be given written notice of any proposed additions or changes to existing written rules. When the proposed change relates to a subject that is a mandatory subject of bargaining that is not expressly covered by an existing term of

this Agreement, the Union shall be allowed a fourteen (14) day period to present its comments prior to the proposed rule becoming effective. If the Union requests within the fourteen (14) day period, the Village shall meet with the Union to discuss its concerns or objections. In the event that such meeting(s) fail to resolve the Union concerns or objections, the Village may implement its proposed rule on an interim basis pending full negotiations for the successor contract. Such interim implementation shall be without prejudice to the Union rights to decisional bargaining as to the rule and in the event an impasse is reached as to the rule any impartial arbitrator selected pursuant to the IPELRA Section 14 process shall treat the rule as a proposed rule, not an existing rule. Normally any new or revised written rule, regulation, policy, or procedure shall be posted no less than thirty (30) days before becoming effective or enforceable.

ARTICLE XXIII

TERMINATION

This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 30th of April, 2017. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date 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, written notice must be given to the other party no less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

Executed this ____day of _____, 2014

MAP Chapter #702:

_____

_____

Joseph Andalina, President,
Metropolitan Alliance
Of Police

Village of Hazel Crest

_____

Vernard Alsberry, Jr., Village Mayor

_____

Mary Grant, Village Clerk