

**AGREEMENT BETWEEN**

**THE VILLAGE OF HANOVER PARK**

**AND**

**THE METROPOLITAN ALLIANCE OF POLICE**

**NOVEMBER 1, 2008**

**TO**

**OCTOBER 31, 2011**

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**ARTICLE ONE**  
**PREAMBLE**

**WHEREAS**, this agreement entered into by and between the Village of Hanover Park, Illinois, hereinafter referred to as the "Village" and the Metropolitan Alliance of Police hereafter referred to as "MAP", has as its purpose the promotion of harmonious and mutually beneficial working and economic relations between the Village and MAP; and

**WHEREAS**, the Village endorses the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its patrol officers insofar as such practices and procedures are appropriate to the functions and obligations of the Village to retain the right to operate the Village government effectively in a responsible and efficient manner; and

**WHEREAS**, it is the intent and purpose of the parties to set forth herein a full and entire agreement covering rates of pay, wages, hours of employment, and other conditions of employment; to increase the efficiency and productivity of patrol officers in the Police Department and to provide for prompt and fair settlement of grievances resulting from interpretation of this Agreement without any interruption, disruption of or other interference with the operation of the Police Department; and

**WHEREAS**, it is agreed and understood that matters, including but not limited to, those reserved to the Police Pension Board and other similar matters governed by U.S. law or Illinois State Statutes are not subject to negotiations and are not subject to inclusion in this agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties do mutually covenant and agree as follows:

Both parties mutually agree that their objective is for the good and welfare of the Village and MAP members alike. Both parties further agree that in the interest of collective negotiations and harmonious relations they will at all times abide by the terms and conditions as hereinafter set forth and agreed upon. The Village and MAP regard all personnel as public employees who are to be governed by high ideals of honor and integrity in public and personal conduct so as to merit the trust and confidence of the general public and fellow employees.

**ARTICLE TWO**  
**RECOGNITION AND REPRESENTATION**

**Section 2.1.** Recognition. The Village recognizes MAP as the exclusive representative of employees in the unit set forth below:

Included: All regular non-probationary, full-time police patrol officers below the rank of Sergeant within the Police Department of the Village of Hanover Park.

Excluded: All other Village employees, including but not limited to, part-time employees, probationary police officers, any employee that does not meet the definition of "peace officer" under Section 3 (k) of the Act, as well as supervisors, professional employees, short-term employees, managerial and confidential employees within the meaning of the Illinois Public Labor Relations Act, as amended.

### **ARTICLE THREE MANAGEMENT RIGHTS**

**Section 3.1.** It is understood and agreed that the Village possesses the sole right and authority to operate and direct the employees of the Village and its various departments in all aspects, including, but not limited to, all rights and authority exercised by the Village prior to the execution of this Agreement, except as otherwise specifically provided for in this Agreement. These rights include, but are not limited to:

- (a) The right to determine its mission, policies, and to set forth all standards of service offered to the public;
- (b) To plan, direct, control and determine the means and operations or services to be conducted by employees of the Village;
- (c) To determine the places, methods, means, and number of personnel needed to carry out the department's mission.
- (d) To schedule and assign work, regular days off, vacation, personal days, compensatory time, or any leave affecting police department operations;
- (e) To direct the working forces;
- (f) To schedule and assign regular overtime, call back overtime and court overtime;
- (g) To hire, assign or transfer employees within the department and/or other Village departments and to assign special duties or other police-related functions;
- (h) To promote, suspend, discipline or discharge for cause;
- (i) To lay-off or relieve employees due to lack of work or funds or for other legitimate reasons;
- (j) To make, publish and enforce rules and regulations, procedures, directives and policies;
- (k) To introduce new or improved methods, equipment or facilities;
- (l) To contract out for goods and services;
- (m) To establish work, productivity and performance standards;
- (n) To evaluate performance and productivity and establish rewards or sanctions for various levels of performance;
- (o) To take any and all actions as may be necessary to carry out the mission of the Village and the Police Department in situations of civil emergency as may be declared by the President of the Board of Trustees, the Village Manager or acting Village Manager, Police Chief, or Acting Police Chief. It is the sole discretion of the President of the Board of Trustees or

Village Manager to determine that civil emergency conditions exist, which may include but are not limited to riots, civil disorders, tornado conditions, floods or other similar catastrophes;

**Section 3.2.** The President and Board of Trustees have sole authority to determine the purpose and mission of the Village and the amount of budget to be adopted thereto. Absent emergency, this provision shall not affect the obligation to pay full-time police officers as are employed from time to time during the term of this Agreement.

## ARTICLE FOUR UNION DUES

**Section 4.1. Dues Checkoff.** During the term of this Agreement the Village will deduct from each employee's paycheck once each month the uniform, regular monthly MAP dues for each employee in the bargaining unit who has filed with the Village a lawfully written authorization form. An employee may revoke his/her dues checkoff authorization at any time upon 30 days written notice to the Village. The Village will send the dues collected under this Section to the Metropolitan Alliance of Police within 15 days after the deductions have been made.

The actual dues amount deducted, as determined by MAP, shall be uniform for each employee in order to ease the Village's burden in administering this provision. MAP may change the fixed uniform dollar amount once each year during the life of this Agreement by giving the Village at least thirty (30) days advance notice of any change in the amount of the uniform dues to be deducted.

If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, MAP shall be responsible for collection of dues. MAP agrees to refund to the employee any amounts paid to MAP in error on account of this dues deduction provision.

**Section 4.2. Fair Share.** During the term of this Agreement, employees who do not chose to become dues paying members of MAP shall, commencing sixty (60) days after their employment or sixty days after the date this Agreement is executed, whichever is later, pay a fair share fee to MAP for collective bargaining and contract administration services rendered by MAP as the exclusive representative of the employees covered by said Agreement, provided fair share fee shall not exceed the dues attributable to being a member of MAP. Such fair share fees shall be deducted by the Village from the earnings of non-members and remitted to MAP. MAP shall periodically submit to the Village a list of the members covered by this Agreement who are not members of MAP and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit.

MAP agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in Chicago Teachers Union v. Hudson, 475 U.S. 292 (1986), with respect to the constitutional rights of fair share fee payors. Accordingly, MAP agrees to do the following:

1. Give timely notice to fair share fee payors of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.
2. Advise fair share fee payors of an expeditious and impartial decision-making process whereby fair share fee payors can object to the amount of the fair share fee.
3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payors to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of MAP with respect to fair share fee payors as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and MAP. If the affected non-member and MAP are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

**Section 4.3. Indemnification.** MAP shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Village for the purpose of complying with the provisions of this Article, or in reliance on any written checkoff authorization furnished under any of the provisions of this Article. This Section shall not require MAP to indemnify or hold the Village harmless in the event the Village initiates such a cause of action against MAP, unless such an action is in response to a claim or cause of action initiated by another party.

**ARTICLE FIVE  
LABOR MANAGEMENT COMMITTEE**

At the request of MAP or the Village, a Labor Management Committee shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations. The President of the Chapter shall designate up to three bargaining unit employees to attend such meetings, and the Village Manager shall designate up to three Village employees to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least five (5) days prior to the date of the meeting.

Unless otherwise mutually agreed in a specific instance, this Section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement. The date, time and place for Labor Management Committee meetings shall be mutually agreed upon by MAP and the Village. If such a meeting is held during the regular working hours of any Association employee on the Committee, that employee shall not lose any compensation for attending the meeting. Otherwise, attendance at such meeting shall not be considered as time worked for the employees involved. The Labor Management Committee is intended to improve communications and shall be advisory only.

## **ARTICLE SIX HOLIDAYS**

**Section 6.1.** All police patrol officers covered by this agreement shall have the following nine days considered as holidays:

- New Year's Day
- Presidents Day (3rd Monday in February)
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Eve Day
- Christmas Day

**Section 6.2.** All police patrol officers shall receive eight (8) hours of holiday pay at their straight time hourly rate whether the holiday is worked or is a regularly scheduled day off. Payment for the nine (9) holidays during a calendar year shall be made the first payroll period of November. Payment shall be made in a "lump sum" and shall be included in the officer's regular payroll check. Payment shall be based on the straight time hourly rate at the time of the holiday for each respective police patrol officer. Appropriate deductions shall be withheld; however, police pension deductions shall not be withheld. It is understood and agreed that any officer terminating between the date this lump sum payment is made and the following December 31st, shall have deducted from his/her final pay check any payments already received for any Village holiday in November and December which occurs after the effective date of the officer's termination.

**Section 6.3.** In order to be eligible for holiday pay, a police patrol officer must work his/her last full scheduled working day preceding and the first full scheduled working day immediately following the day observed as a holiday unless the employee's total absence from work is excused by his/her Department Head and is chargeable to an authorized paid leave. Authorized paid leave shall include vacation, personal day, compensatory time, employment disability leave of less than six months, or approved sick leave. Employees who are off work due to illness, but have insufficient sick time to cover the illness, who are suspended, who are on an off-duty disability or employment disability in excess of six months, who are on pension, or any other inactive payroll status shall not be eligible for holiday pay.

**ARTICLE SEVEN  
VACATION LEAVE**

**Section 7.1.** Police Patrol Officers covered by this Agreement; while on the active payroll and when working at least one-half of the normal hours in a payroll period or receiving employment disability pay for an employment-related injury but only for a period not to exceed six (6) months from the date of injury, shall accrue vacation leave at the per payroll period equivalent of the annual vacation leave as shown below:

<u>Years of Continuous Service</u>	<u>Annual Vacation Leave</u>
1 thru 5 years	80 hours
6 thru 13 years	120 hours
14 or more years	160 hours

**Section 7.2.** Police Patrol Officer's anniversary date of continuous employment from the last date of hire as a full-time employee shall be the basis of calculation for length of service. While on approved vacation, a Police Patrol Officer will draw vacation pay from his/her accrued vacation bank. Vacations shall be scheduled, as far in advance as possible, at times most desired by each Police Patrol Officer, with the determination of preference being made on the basis of a Police Patrol Officer's length of continuous service with the Village. Subject to the Village's right to designate and approve vacation schedules pursuant to this Section, an officer may schedule accrued vacation in between or adjacent to their regularly scheduled days off. It is expressly understood the final right to designate the vacation period and the maximum number of police patrol officers who may be on vacation at any one time is exclusively reserved by the Chief of Police or his designee in order to insure the orderly performance of the services provided by the Village.

**Section 7.3.** Police Patrol Officers shall make every effort to use vacation time during the year in which it is earned. An officer may carry over up to the equivalent of one year's accrual of vacation to the subsequent year. Any carry over in excess of one year's worth of accrued vacation shall be at the discretion of the Village Manager upon written request by an officer.

**Section 7.4.** A Police Patrol Officer leaving the Village in good standing shall receive compensation for all unused vacation, compensatory and personal leave accrual at the Police Patrol Officer's current rate of pay.

**Section 7.5.** In the event of a Police Patrol Officer's death, compensation for all unused vacation, compensatory and personal leave shall be paid to his/her beneficiary.

## ARTICLE EIGHT SICK LEAVE

**Section 8.1.** Each Police Patrol Officer, covered by this Agreement while on the active payroll and working at least one half of the normal hours in a payroll period or receiving regular pay while off because of a job-related injury, shall accrue sick leave at a per payroll period rate equivalent to one working day for each full month of continuous service or a total of 96 hours per year. Sick leave pay may be granted only for:

- Personal illness or injury
- Illnesses in the immediate family which necessitates the absence of the Police Patrol Officer from work. For this section, members of the immediate family shall include the Police Patrol Officer's spouse or child.

**Section 8.2.** Effective upon execution of this Agreement, and on a non-retroactive basis, Sick leave may be accumulated up to a total of not more than **One thousand forty (1040) hours**. Police Patrol Officers may be required to submit a physician's certification when off sick for at least three (3) days; has repeated illnesses of shorter periods; calls in sick on the day before or after a holiday; or in other circumstances as deemed appropriate by the Police Chief or the Human Resources Director.

To be considered eligible for sick leave compensation due to a non-work illness or injury, the Police Patrol Officer must notify or cause the notification of his/her supervisor a minimum of one hour prior to the beginning of his/her shift.

As a mutual protection for the Police Patrol Officer and the Village, the Village Manager or Police Chief may require a Police Patrol Officer to submit to a physical and/or psychological examination by a designated physician or psychologist when, in the Village Manager's or Police Chief's opinion, the performance of a Police Patrol Officer may have become limited or weakened by virtue of impaired physical or mental health. This examination shall be at the Village's expense. The Village may require the Police Patrol Officer to conform to the physician's or psychologist's recommendations as a condition of continued employment with the Village.

If the physician or psychologist indicates that the Police Patrol Officer is unfit to perform the duties of his/her job because of a physical, emotional or psychological condition, the Village Manager may place the Police Patrol Officer on a Temporary Unpaid Disability Leave for up to six (6) months, or the Manager may seek the officer's removal. In the event an officer is placed on a temporary unpaid disability leave under this Section, the officer will be permitted to utilize his or her accrued compensatory time, sick leave and vacation, in that order. No employee on such a disability leave will accrue any further time off or other benefit, except for that portion of the leave, if any, covered by the Family and Medical Leave Act.

**Section 8.3.** Sick leave pay shall not be considered a right which a Police Patrol Officer shall use at his/her discretion, but shall be allowed as a privilege in such cases where the Police Patrol Officer is sick or disabled as defined in this Article.

**Section 8.4.** Police Patrol Officers shall not be paid for the first day of each sick leave occurrence beginning with the seventh such occurrence and each subsequent occurrence in any given twelve-month period, unless the employee is on an approved FMLA leave. Sick employees are expected to refrain from outside employment and/or engaging in any other activities inconsistent with their status as a sick or disabled employee. The Village and MAP agree that sick leave abuse is a very serious offense which constitutes cause for disciplinary action.

**Section 8.5.** Sick leave usage will be considered in evaluating Police Patrol Officer performance with abuse of sick leave resulting in denial or postponement of a scheduled increase. Specifically, the frequency of sick leave occurrences, as compared to total sick hour usage, shall be included in the evaluation process.

**Section 8.6.** The Village has a responsibility to ensure that its employees have the physical stamina and emotional stability to perform their assigned duties. Consequently, the Village may require Police Patrol Officers to submit to urinalysis or other appropriate testing if the Village determines there is reasonable individualized suspicion for such testing. Drug testing may also be required when an employee is directly involved in any work-related incident which has resulted in personal injury or property damage. There shall be no random testing.

Use of proscribed (i.e., illegal) drugs at any time while employed by the Village, abuse of prescribed drugs, as well as having alcohol or proscribed drugs in the blood while on duty shall be cause for discipline, including discharge.

**Section 8.7.** The Village shall “buy back” sick time accrued by Police Patrol Officers covered by this Agreement based on total employment disability expenses incurred by the Village on behalf of a Police Patrol Officers during a specific calendar year (January 1 to December 31). Commencing with calendar year 2005 said “buy back” of sick time shall be based on the following schedule:

Employment Disability Expenses	Sick Buy Back Percentage
\$0 to \$20,000	75%
\$20,001 to \$30,000	65%
\$30,001 to \$35,000	55%
\$35,001 to \$40,000	45%
\$40,001 to \$45,000	35%
\$45,001+	0%

The employment disability expenses shall include all medical, time off and reserve costs. Notification of the expenses shall be provided to MAP by means of a letter from the Human Resource Director stating the total employment disability expenses for the calendar year period. The letter shall not include specific cost delineation by Police Patrol Officers.

To be eligible for the sick leave “buy back” program for a given calendar year, a Police Patrol Officer must have at least 500 hours of accumulated sick time as of January 1st of that calendar year. Payment to all eligible Police Patrol Officers for the calendar year sick leave “buy back” program shall be made in June of the following calendar year and shall be based on aggregate employment disability expenses during the calendar year (January 1st to the following December 31st) and shall be based on the straight time hourly wage of the Police Patrol Officer at the time the payment is made. (E.g., payment for calendar year shall be made in June, of the following calendar year.

Payment of sick time the Village has “bought back” shall be made in a lump sum. All appropriate deductions shall be withheld; however, Police Pension deductions shall not be withheld.

All hours of accrued sick time that are “bought back” from a Police Patrol Officer, regardless of the “buy back” percentage, shall not be added to the Police Patrol Officer’s sick time accrual balance. Sick time that is “bought back” shall not be reflected as used sick time for performance evaluation purposes.

**Section 8.8.** Police Patrol Officers shall be permitted to be paid for a portion of accrued sick leave, subject to the following qualifications and conditions:

(a) The Police Patrol Officer must have completed twenty (20) years of active service with the Village no later than the effective date of his/her retirement.

(b) In order to be eligible for this benefit, the Police Patrol Officer must submit written notice of intent to retire to the Human Resource Director a minimum of four months prior to the planned effective date of retirement.

(c) An amount not to exceed 65% of accrued sick leave as of the last day of active employment may be used for this program; payment shall be made via the regular payroll on a bi-weekly basis, lump sum, or on an individual basis by agreement with the Village.

(d) No benefits of any kind shall accrue to an employee paid accrued sick leave under this section, nor shall police pension contributions be withheld; such payment shall not be considered active service or employment with the Village for the purpose of qualifying for or benefiting from any benefit attached to active employment with the Village.

**Section 8.9.** A Sick Leave Disaster Bank shall be established and consist of the accumulation of contributed sick leave days from Police Patrol Officers. Each officer shall contribute four (4) hours each year to the Bank the first pay period of April.

The Bank shall be administered by a committee consisting of three Police Patrol Officers-- the President and Vice President of the Chapter, and a third member mutually agreed upon by these two individuals. The committee shall rule on individual applications for awarding of days from the Bank within the following guidelines:

(a) The officer shall have exhausted his/her individual accumulated sick leave.

(b) The Bank shall be applicable to illness or accident only and available only to the Police Patrol Officer him or herself. Specifically, the Bank shall not be available to an officer for illness of a family member.

(c) The officer shall supply such medical documentation as deemed necessary by the Committee.

(d) The officer shall not be required to pay back, in any manner, the number of days awarded by the Bank.

(e) The officer must have an illness or condition resulting from an illness or accident requiring an absence of more than five (5) working days. Days awarded would then be retroactive to the first day of eligibility.

(f) The committee shall request the officer's attendance record and utilize that information in the evaluation of the officer's request.

(g) The committee shall take into consideration the officer's eligibility for benefits available to him or her from the Police Pension Fund before ruling on the application.

(h) The Village shall by memorandum advise MAP of the amount of sick leave accrued in the Sick Leave Disaster Bank twice a year: once in the first week of January and once in the first week of June.

(i) Sick leave contributed to the Bank shall not be reflected as sick time used for sick leave buy back purposes nor for evaluation purposes.

**Section 8.10.** Police Patrol Officers shall have the ability to contribute accrued vacation, personal business days, or compensatory time to a fellow officer who has experienced a catastrophic occurrence within his or her immediate family, where that officer has insufficient accrued benefit time to cover an absence. Any such contribution/transfer of hours must first be approved by the Chief of Police and the Village Manager.

**Section 8.11.** If during a calendar year, an officer uses no sick leave, he/she shall receive a cash bonus in the amount of \$200.00, which said amount shall increase to \$250 effective for perfect attendance during the 2010 calendar year, and to \$300 for perfect attendance during the 2011 calendar year. The cash bonus shall be payable at the annual Employee Recognition event. If no Employee Recognition event is held, the cash bonus shall be payable on a separate check in the first pay period of February of the year following the perfect attendance record.

**ARTICLE NINE  
FUNERAL LEAVE**

When a death occurs in the immediate family of an employee, a funeral leave with pay shall be granted so that the employee is able to attend the funeral; provided, however, the amount of time shall not exceed three (3) days of absence from work. Should leave in addition to that specified be required, it may be charged to accumulated personal days, vacation, or compensatory time with the written approval of the Department Head. For this section, immediate family shall include current spouse, child (includes step or adopted), grandchild, parent, step-parent, sister, brother, step-sister, step-brother, mother-in-law, father-in-law, or grandparent.

One (1) day funeral leave shall be granted so that the employee is able to attend the funeral for the following relatives: spouse's grandparents; sister-in-law or brother-in-law (of employee only).

**ARTICLE TEN  
PERSONAL DAYS**

Under this agreement, the three annual Personal Days, which are normally earned one each on January 1, May 1 and September 1 of each year, will be credited to police patrol officers all on January 1 of each year.

This totals to 3 days annually for active full-time police patrol officers. Personal business days must be taken during the calendar year earned and cannot be carried over into the next calendar year. If personal days are not taken, the time accrued is forfeited.

Should an officer terminate employment for any reason, other than retirement, prior to May 1 of any year, he/she will be required to forfeit two of the personal days. Should an officer terminate employment for any reason, other than retirement, prior to September 1 of any year, he/she will be required to forfeit one of the personal days. If no personal days remain in their accrual balance, the cost of these days, based on the officer's current straight time hourly rate, will be deducted from his/her final pay check.

**ARTICLE ELEVEN**  
**HOURS OF WORK, PREMIUM PAY AND COMPENSATORY TIME**

**Section 11.1.** This Article is intended to define the regular hours of work per day, per week, and per payroll period and provide the basis for the calculation and payment of overtime and shall not be construed as a guarantee of hours of work per day or per week, or guarantee of days of work per week. Nothing contained herein shall be construed as preventing the Village from restructuring the regular work day or work week for the purpose of promoting the efficiency of municipal government; and from establishing and assigning the work schedules of Police Patrol Officers.

**Section 11.2.** The regular work day for Police Patrol Officers may consist of eight (8) consecutive hours of work within a twenty-four (24) hour period, which includes a briefing period and a thirty (30) minute meal period (provided an emergency situation doesn't exist which automatically precludes it).

**Section 11.3.** For the term of this agreement, the normal work week for Officers shall consist of a total of forty (40) hours. The work cycle for purposes of 7(k) of the federal Fair Labor Standards Act ("FLSA") shall be considered 14 days. The payroll period for Officers shall not exceed fourteen (14) days *i.e.*, Officers shall be paid at least once every 14 days.

**Section 11.4.** Police Patrol Officers may be required to work more hours than the regular work week (forty (40) hours). For the purpose of the application of this section, hours worked shall include any hours charged to holiday, vacation, personal days, funeral leave, compensatory time taken, approved paid sick leave, employment disability and any other hours paid at a Police Patrol Officer's regular straight time rate. Hours worked shall not include hours charged to suspension, sick without pay, or leave without pay.

**Section 11.5.** Police Patrol Officers may trade a tour or part of a tour of duty with another Patrol Officer for the officers' own convenience. The trading of time must be voluntary by the officers involved in such trades and not for the benefit of the Village.

**Section 11.6.** Straight time hourly rates for Police Patrol Officers shall be calculated by dividing their annual base salary by 2080 hours. Overtime hourly rates shall be calculated by multiplying the straight time hourly rate times 1.5.

**Section 11.7.** When a Police Patrol Officer is required to work more than forty (40) hours, the Police Patrol Officer shall be paid at the rate of 1.5 times his/her regular straight time hourly rate or shall accumulate compensatory time at the rate of 1.5 times hours worked in excess of forty (40) hours per week. If the Police Patrol Officer has not worked the minimum hours required in the regular work week (forty (40) hours), he/she shall be paid at his/her regular straight time hourly rate for actual hours worked. Except as otherwise provided in Section 11.16 of this Article with respect to training overtime, a Police Patrol Officer may decide whether to accumulate compensatory time or be paid at the applicable overtime rate, provided the officer does not exceed the compensatory time cap specified in Section 11.10.

**Section 11.8.** A Police Patrol Officer called back to work, having completed a regular work day or called back on his/her day(s) off, shall receive a minimum of two (2) hours pay or the actual

time worked, whichever is greater. The compensation for callback shall be at 1.5 times the appropriate straight time hourly rate.

**Section 11.9.** Police Patrol Officers who are required as part of their Village employment to appear in court during their off-duty hours shall receive a minimum of two and one-half (2.5) hours of compensation or their actual time worked, whichever is greater. (The court time minimum referred to in the preceding sentence shall be changed from 2.5 hours to 3 hours, effective upon execution of this Agreement, but not on a retroactive basis.) The pay shall be at 1.5 times the regular hourly rate, provided the Police Patrol Officer has worked the minimum number of hours established for his/her regular work week. If the minimum number of hours has not been worked, the compensation will be at the Police Patrol Officer's regular hourly rate.

Court time shall be calculated starting from the time the Police Patrol Officer arrives in court and extends to the time his/her presence is no longer required in court; travel time shall not be counted towards court time. However, in those instances when an officer is required to report to the police station prior to traveling to court, court time shall be calculated starting from the time the Officer arrives at the police station and extends to the time of return to the police station, which shall include the travel time. No intermediate time, including meal breaks, shall be compensable.

Officers using their personal vehicle to travel to court shall receive a travel allowance in the amount of \$10.00, which said amount shall be increased to \$15.00 effective upon execution of this Agreement. Travel allowances for travel to court shall be accrued between April 1st and March 31st and be paid in a lump sum by April 30th of each year of this Agreement.

**Section 11.10.** Commencing January 1, 2010, and notwithstanding any other provision of this Agreement, no officer may accrue more than eighty (80) hours of compensatory time during any calendar year, nor shall an officer's accrued compensatory time exceed eighty (80) hours at any time. At or near the end of each calendar year, the Village will, at the officer's option, buy back any compensatory time in excess of 24 hours, at the officer's existing hourly rate of pay.

**Section 11.11.** No Pyramiding. Compensation shall not be paid more than once for the same hours worked under any provision of this Article of Agreement.

**Section 11.12.** Additional compensation for Police Patrol Officers assigned as investigators assigned to the Detective Division of the Police Department shall be paid at a rate of One Hundred Dollars (\$100.00) per month for each investigator.

**Section 11.13.** Police Patrol Officers periodically assigned as an Assistant Team Leader in the Patrol Division shall be paid at a rate of \$45.00 for each occurrence during a tour of duty when they are assigned to act as a shift supervisor in the absence of both the shift lieutenant and shift sergeant for a period of six (6) or more consecutive hours. This section shall apply to an officer assigned as an ATL in the Investigation Division only when the regularly assigned supervisor is absent for five (5) consecutive leave days or more. This section is not applicable to officers assigned to the tactical unit. This section shall not be applicable if an officer receives a temporary appointment of acting sergeant.

**Section 11.14.** An off-duty officer who is required to be on stand-by for DuPage County Court, and who is not subsequently required to report to court shall be compensated \$20.00 for each occurrence. Stand-by compensation shall be paid as soon as practicable during a subsequent payroll period.

**Section 11.15.** Recognizing that Police Patrol Officers should be recognized for outstanding performance in the line of duty, or for other reasons deemed appropriate by the Chief of Police, the recognition process may include memoranda, certificates of recognition and/or cash awards, as determined by the Chief of Police. The frequency of issuing recognitions and the amounts of any cash awards shall be recommended by the Chief of Police and must be approved by the Village Manager.

**Section 11.16.** Definitions for terms used in this Article:

**Emergency Call Out**

Definition - An unexpected, unplanned, or sudden situation, incident, or occurrence that requires the immediate response of a patrol officer.

Compensation - A patrol officer who is called back on an emergency call out shall receive a minimum of two (2) hours of pay or the actual time worked, whichever is greater, at 1.5 times his/her straight hourly rate.

**Early Call In/ Hold Over/ Scheduled Overtime**

Definition - Whenever a shift experiences manpower shortage because of a non-emergency situation, the supervisor will either call an officer in, hold an officer over, or schedule an officer to maintain minimum staffing.

Compensation - A patrol officer shall be compensated for only the actual time worked at 1.5 times his/her hourly rate. No minimum shall apply.

**Training Overtime**

Definition - A patrol officer who is assigned to training outside his/her normal tour of duty will receive overtime for actual hours spent in the course. Travel time to and from the course will only be compensated if the training is beyond a 20-mile radius from the police department.

Compensation - All patrol officers will be compensated at a rate of 1.5 times the hours worked. An officer may elect to receive said compensation in pay or compensatory time (unless the cap referenced in Section 11.10 of this Article has already been attained, in which case compensation shall be in cash.).

**Overtime**

All overtime starts when a patrol officer arrives at the police department or at the location as directed.

Patrol officers will be paid a maximum of two (2) hours at 1.5 times their regular rate for the purpose of undergoing the complete annual medical examination.

Patrol officers will be paid a maximum of one (1) hour at 1.5 times his/her straight rate for voluntarily performing the annual physical fitness test during their non-work time under Article 12 of this Agreement.

### Special Details

If an officer becomes eligible for overtime as a result of an assignment to a special detail, such officer shall be compensated with overtime pay, as opposed to compensatory time off. Special details are assigned at the discretion of the Chief or the Chief's designee. Special details include, but are not limited to, gang suppression, DUI and neighborhood saturation.

**Section 11.17. Canine Officer.** Overtime for this assignment shall be governed by the provisions of the Canine Officer Agreement, attached hereto as Appendix A, and incorporated herein by reference. The parties agree that to be eligible for assignment to the position of Canine Officer, an employee shall sign the Canine Officer Agreement.

**Section 11.18. FTO Pay.** An officer who is assigned to serve as a Field Training Officer (FTO) shall be paid an additional one and one-half hours at the officer's overtime rate per day for each full workday the FTO is assigned to train a probationary officer. Provided, however, no employee shall be eligible for FTO pay on the same day the employee simultaneously serves as an ATL.

**Section 11.19. Foreign Language Proficiency Pay.** If an officer passes a foreign language proficiency test (which may include a written and oral component), then the officer will receive an annual bonus in accordance with the following schedule, the amount of which shall not be added to base pay:

	<b><u>Spanish/Polish</u></b>	<b><u>Other Eligible Languages</u></b>
Superior	\$900	\$600
Advanced	\$750	\$500
Intermediate	\$600	\$400
Novice	\$400	\$300

(Note: The above amounts are non-cumulative.)

The bonus shall be paid in November of each year.

While an officer may elect to take more than one foreign language proficiency test, no officer shall be eligible to receive more than one foreign language proficiency bonus.

The Village, or the Village's designee, will offer foreign language proficiency tests once every 12 months. Officer participation shall be voluntary. There shall be a \$25 fee for each test the officer elects to take, the amount of which shall be deducted from the officer's paycheck, unless the officer passes the test, in which case no fee will be assessed to the officer. An officer who takes the test during his non-work time will not be compensated for taking the test. In all cases, the test components, criteria and grading shall be determined exclusively by the Village or the Village's designee. Provided, however, if the Village changes the current vendor who provides the test, the Village will notify the Union in advance and afford them an opportunity to comment, if practicable, before a final decision is made to select a new vendor.

**ARTICLE TWELVE  
UNIFORMS AND EQUIPMENT**

**Section 12.1.** The Village shall provide each police patrol officer with the following uniform (clothing) items in the quantity indicated:

<u>Quantity</u>	<u>Item Description</u>
5 pr.	Trousers
5	Short sleeve shirts
5	Long sleeve shirts
2	Ties
1	Summer hat
1	Winter hat
1	Summer jacket
1	Winter leather jacket
1	Rain coat
1	Rain cover for summer hat
1	Tie clasp
2	Name tags
6 pr.	Socks
1 pr.	Gloves (Kevlar optional)
1 pr.	Shoes (non-slip soles)
1 pr.	Leather boots
3	Mock turtleneck sweaters

**Section 12.2.** The Village shall provide each police patrol officer with the following items of equipment in the quantities listed:

<u>Quantity</u>	<u>Item Description</u>
1	Standard issue handgun
2	Extra clips for the handgun
1	Holster
1	Double ammo magazine pouch
1	Handcuff case
1	Key ring
1	Baton ring
1	Baton (nightstick)
1	Buckleless "Sam Brown" equipment belt
1	Velcro underbelt
1	Hat shield
2	Badges (shields)
1	Portable radio clip
1	Can pepper spray
1	Pepper spray case
1	Protective Vest Allowance--specifications for vest as set by the Chief of Police. <i>(See Section 12.3, below)</i>

**Section 12.3.** The Village shall purchase as part of its uniform issue an approved protective vest for all Police Patrol Officers who choose to wear one. Where the Village has purchased such an approved vest, said vest shall become part of the officer's uniform and shall be worn daily during his/her tour of duty. The Village agrees that protective vests shall be replaced in accordance with the recommendations of the manufacturer. Officers who own a protective vest upon the effective date of this Agreement shall be eligible for the allowance when their vests need to be replaced in accordance with manufacturer recommendations. All vests acquired with the subject allowance shall conform to the standards set by the uniform policy of the Police Department. If an officer chooses to purchase a higher rated level vest, he/she must pay any additional cost in excess of \$600.

**Section 12.4.** The Village reserves the right to determine the style, color, make, model, quantity, useful life or replacement of any of the items included in this article.

If the Village desires to change the style, color, make, model or useful life of any of the uniform or equipment items listed in Sections 12.1 and 12.2, 12.6 and 12.7 of this Article, then it shall have the option of phasing in any said change or immediately effecting the change for any or all police patrol officers.

**Section 12.5.** After each police officer has received his or her initial issue of uniforms and equipment, those items listed in Sections 12.1 and 12.2 of this Article will be inspected annually to determine need for replacement. The Village may replace or repair any uniform or equipment items listed in Sections 12.1 and 12.2 of this Article that are damaged in the line of duty, as determined by the Police Chief, or his designee.

**Section 12.6.** All police patrol officers shall be required to wear and maintain in a neat and serviceable condition all uniforms and equipment items issued to them by the Village, and shall be required to replace or repair any damaged or lost item of uniform or equipment at their own expense if said damage or loss is a result of their failure to properly use or maintain the item. General maintenance and repair of winter leather jackets shall specifically be the responsibility of the Police Patrol Officer.

**Section 12.7.** The following items of uniform or equipment shall be reissued annually:

<b><u>Quantity</u></b>	<b><u>Item Description</u></b>
2	Ties
6 pr.	Socks
1 pr.	Shoes (non-slip soles)

**Section 12.8.** Police patrol officers assigned to the Investigations Bureau MCAT or DuPage County Major Crimes Task Force shall be given \$400 per calendar year clothing credit to purchase clothing appropriate for business and/or office attire. Officers shall purchase clothing and submit receipts to the Office of Support Services for up to a maximum reimbursement of \$400. Officers assigned to more than one plainclothes unit shall receive only one uniform allowance payment per year.

**Section 12.9.** All police patrol officers will be required to return all Village purchased uniform or equipment items upon termination of employment with the Village.

**ARTICLE THIRTEEN  
PHYSICAL FITNESS STANDARDS**

**Section 13.1.** Physical Fitness Standards shall be established in accordance with the State of Illinois "Law Enforcement Physical Fitness Standards," adopted by the Illinois Local Governmental Law Enforcement Officers Training Board on July 1, 1989. The standards shall consist of the four events listed below:

1. SIT & REACH (inches)
2. ONE MINUTE SIT UPS (number)
3. ONE BENCH PRESS (% of body weight)
4. ONE MILE RUN (time)

A copy of the physical fitness standards referred to above are attached as Appendix B to this Agreement.

**Section 13.2.** The Village shall arrange for annual testing of Patrol Officers to determine if they meet the standards described above. An officer's participation in such testing shall be voluntary.

**Section 13.3.** Officers who voluntarily elect to participate in the testing arranged by the Village under this Article shall be eligible for a cash incentive for exceeding the above physical fitness standards in accordance with the schedule contained in Appendix B of this Agreement. Any cash incentives paid under this Article shall be processed in the second pay period following the date the testing process is completed.

## **ARTICLE FOURTEEN LIFE AND MEDICAL INSURANCE**

**Section 14.1.** During the term of this Agreement, the Village shall provide to each Police Patrol Officer group term life insurance in an amount equal to the Police Patrol Officer's annual base salary rounded to the next higher thousand, not to exceed Fifty Thousand Dollars (\$50,000.00). The Village reserves the right to provide this life insurance through a singly or jointly self-insured plan or under a group insurance policy or policies issued by an insurance company or insurance companies selected by the Village. It is agreed that the extent of the Village's obligation under this Article is limited solely to the payment of the cost of the insurance program provided thereunder, and Police Patrol Officers and their dependents and beneficiaries shall be entitled to benefits, if any, only in accordance with and governed by the terms and conditions of the insurance policies issued to provide such benefits.

**Section 14.2.** Neither the Village nor MAP shall themselves be obligated to pay any insurance benefits provided for in this Article directly to Police Patrol Officers or their dependents or beneficiaries except the temporary disability insurance provided for in Section 14.7 below. Failure of the insurance company to pay a claim is not subject to challenge under the grievance procedure, but rather is to be considered private contractual dispute between the insurance company and the Police Patrol Officer.

**Section 14.3.** A Police Patrol Officer on a Temporary Unpaid Disability Leave shall be permitted to continue coverage under the life insurance policy for a period not to exceed one year with the Village paying the cost of the life insurance premium for the first three months and the employee paying the cost for the next nine month period.

**Section 14.4.** The Village maintains a group medical, major medical and hospital insurance program for all regular full-time employees of the Village including Police Patrol Officers. The Village shall provide group comprehensive major medical and hospital insurance for all Police Patrol Officers and their eligible dependents as prescribed within the terms and conditions of the policy in effect and the conditions listed below. Coverage is effective on the first day of the second month following first day of work. As soon as practicable following execution of this Agreement, the existing medical, major medical and hospital insurance program will be modified to be the same as the Village plans offered to non-represented Village employees eligible for such coverage, and thereafter the Village may make changes that are substantially similar to the new level of benefits.

**Section 14.5.** During the term of this Agreement, each employee shall pay the same monthly premium or rate established for hospitalization and medical insurance under the applicable plan or plans as the amount paid by other non-bargaining unit, covered full-time Village employees, as the same may be changed from time to time, provided the employee's premium contribution for coverage shall not exceed 10% of the total premium for the coverage selected, e.g., employee, employee plus one or family.

Officers' contributions shall be paid through a payroll deduction.

**Section 14.6.** The benefits provided for herein shall be provided through a singly or jointly self-insured plan or under group insurance policy or policies issued by an insurance company or

insurance companies selected by the Village. "Insurance companies" include regular life insurance companies, non-profit organizations providing hospital, surgical or medical benefits, preferred provider organizations (PPO's), or health maintenance organizations (HMO's). If these benefits are insured by an insurance company, PPO or HMO, all benefits are subject to the provisions of the policies between the Village and that organization.

However, nothing in this agreement shall be construed to relieve any liability it may have to the Village, Association, Police Patrol Officer, or beneficiary of any employee. The terms of any contract or policy issued by an insurance carrier shall be controlling in all matters pertaining to benefits thereunder. A difference between a Police Patrol Officer (or his beneficiary) and the insurance carrier(s) or the processor of claims shall not be subject to the grievance procedure provided for in this Agreement.

Summary plan descriptions which explain coverage of the Village's group health insurance benefits in greater detail are available. The actual plan documents or contracts, which are available by making a written request to the Human Resource Director, are the final authority in all matters relating to benefits described in this Manual or in the summary plan descriptions and will govern in the event of any conflict. The failure of any insurance carrier to provide any benefit for which it has contracted shall result in no liability to the Village or to MAP, nor shall such failure be considered a breach by the Village or Association of any obligation undertaken under this or any other agreement.

**Section 14.7.** A Police Patrol Officer on Temporary Unpaid Disability Leave may extend group comprehensive major medical insurance coverage for a maximum period of one (1) year, except to the extent a greater period may be provided under COBRA, with the Village paying the cost for the first three (3) month period.

**Section 14.8.** Dental Insurance. The Village shall provide a basic Dental Insurance Plan for all Police Patrol Officers. The cost of this benefit shall be paid entirely by the Village for the employee. In those instances where the employee elects to have eligible family members covered by this plan, it will be co-paid by the Village and the employee, with each paying 50% of the additional premium required for family members.

**Section 14.9.** COBRA. The Village and MAP mutually agree to comply with the Consolidated Omnibus Budget Reconciliation Act (COBRA). This Act requires the Village to offer each qualified beneficiary of its group health plans who would otherwise lose coverage under a plan as the result of a qualifying event an opportunity to elect continuation of the coverage. A qualified beneficiary who properly elects continuation coverage can be charged an amount no greater than 102% of the applicable premium, or the Police Officers' Continuance Privilege, Chapter 215, Act 5, Section 367g, of the Illinois Compiled Statutes, whichever is applicable.

**Section 14.10.** RHS Plan. The former retirement health savings plan was discontinued. The parties may, by mutual written agreement, reinstitute the former plan, or a replacement, subject to applicable legal requirements under the Internal Revenue Code, when and if such requirements are changed. Any such RHS plan shall be non-contributory by the Village.

**ARTICLE FIFTEEN  
SALARY PLAN**

**Section 15.1.** A Police Patrol Officer is eligible to advance to Step 1 after successful completion of the probationary period and attainment of a satisfactory performance appraisal. For purposes of this section, the term satisfactory shall be defined as receiving a numerical rating of at least 2.75 on the end-of-probation performance appraisal.

A Police Patrol Officer shall be evaluated for purposes of determining his/her step increases according to the following schedule:

Upon Completion of Probation .....	Step 1
One year after progressing to Step 1 .....	Step 2
One year after progressing to Step 2 .....	Step 3
One year after progressing to Step 3 .....	Step 4
One year after progressing to Step 4 .....	Step 5
One year after progressing to Step 5 .....	Step 6
One year after progressing to Step 6 .....	Step 7

Police Patrol Officers who are “in-step” (defined as not having reached Step 5) shall be eligible for a step increase on their anniversary date. The anniversary date for each Police Patrol Officer shall be based on the date on which a Police Patrol Officer began Village service as a Police Patrol Officer. Progression of steps shall be based upon meritorious service as determined by the results of an annual performance evaluation. The rating period for said performance evaluations shall be on a calendar year basis.

An “in step” Police Patrol Officer shall receive a step increase if his/her performance is evaluated to be satisfactory. For purposes of this section, the term satisfactory shall be defined as receiving a numerical rating of at least 2.75 on the annual performance appraisal.

If a Police Patrol Officer’s evaluation is determined to be unsatisfactory, that is, less than a numerical rating of 2.75, a reevaluation shall be performed in 90 days. The step increase shall not be granted for this 90-day period. If after the 90-day period, the Village determines another 90-day period is required to evaluate a Police Patrol Officer’s performance, such 90-day period shall be granted. No salary adjustment shall be granted for this second 90-day period.

If after an extended 90-day evaluation period, a Police Patrol Officer’s performance is determined to be satisfactory, a step increase shall be granted starting from the 91st day of the Police Patrol Officer’s employment year. No salary adjustment, based on a 90-day or 180-day extended evaluation period, shall be retroactive.

If a Police Patrol Officer fails to achieve a satisfactory performance rating at the end of the second 90-day extended evaluation period, he or she shall not again be eligible for a review and step increase until the next regularly scheduled annual evaluation.

**Section 15.2.** Base Pay Adjustments.

Retroactive to November 1, 2008, Police Patrol Officers' hourly rates shall be increased by 3.5%.

Retroactive to November 1, 2009 Police Patrol Officers' hourly rates shall be increased by 3.25%

Effective November 1, 2010 Police Patrol Officers' hourly rates shall be increased by 2.75%.

**Retirement bonus.** Upon retirement a Police Patrol Officer shall receive a \$1,000 lump sum retirement bonus payable in his/her final pay check.

**Annual calculation.** The annual pay for a Police Patrol Officer is calculated by multiplying the hourly rate time 2080 hours.

**Pay Plan.** Appendix C contains the actual Base Pay Plans for the life of this Agreement, showing the hourly rates for each step for each period following an adjustment as specified in this section.

## **ARTICLE SIXTEEN GRIEVANCE PROCEDURE**

**Section 16.1.** Definition. A grievance is any dispute or difference of opinion between a Police Patrol Officer covered by this Agreement and the Village, with respect to the meaning, or application of the express provisions of this agreement except that management rights, as set forth in the agreement, are not challengeable as a grievance.

**Section 16.2.** Steps in grievance process.

**Step 1** - Recognizing that any grievance should be raised and settled promptly, a grievance must be raised within seven (7) calendar days of the first event giving rise to the grievance. The Police Patrol Officer shall submit a written grievance for each specific incident and shall relate the date and time of the incident, the specific violations and facts relating to the incident, and the relief sought by the Police Patrol Officer. The grievance shall be submitted within the time limits set forth above, and filed with the Police Patrol Officer's direct supervisor, unless mutually agreed, in writing, to initiate the grievance at a higher level in the process. The supervisor shall be responsible for making inquiry into the facts and circumstances of the grievance, and providing the Police Patrol Officer with a written decision within four (4) calendar days of receipt of the written grievance.

**Step 2** - If the Police Patrol Officer is not satisfied with the decision of his or her direct supervisor, the written grievance may be appealed to the next higher supervisory level within his/her assigned division, within three (3) calendar days of receipt of the direct supervisor's written decision. The Supervisor shall make a separate investigation, review prior actions and provide the Police Patrol Officer with a written decision within four (4) calendar days of receipt of the grievance.

**Step 3** - If the Police Patrol Officer is not satisfied with the decision rendered in Step 2, the written grievance may be appealed to the Deputy Chief of Operations or Deputy Chief of Support Services (whichever is applicable in the respective officer's chain of command) within three (3) calendar days of the receipt of the Supervisor's decision. The Deputy Chief shall make a separate investigation, review prior actions, and provide the Police Patrol Officer with a written decision within seven (7) calendar days of receipt of the grievance.

**Step 4** - If the Police Patrol Officer is not satisfied with the decision rendered in Step 3, the written grievance may be appealed to the Chief of Police within three (3) calendar days of the receipt of the decision rendered in Step 3. The Chief of Police shall make a separate investigation, review prior actions, and provide the Police Patrol Officer with written decision within ten (10) calendar days of receipt of the grievance.

**Step 5** - If the Police Patrol Officer is not satisfied with the decision rendered in Step 4, a written request for a review of the grievance may be made to the Village Manager within 5 calendar days of the receipt of the Police Chief's written decision. The Village Manager or his designee shall meet with the aggrieved individual within ten (10) calendar days of receipt of the grievance, and shall respond in writing within ten (10) calendar days of the meeting.

**Step 6 - Arbitration.** If the grievance is not settled in Step 5 and MAP wishes to appeal the grievance from Step 5 of the grievance procedure, MAP may refer the grievance to arbitration, as described below, within ten (10) days of receipt of the Village's written answer as provided to MAP at Step 5:

(a) The parties shall attempt to agree upon an arbitrator within ten (10) days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) day period, the parties shall jointly request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Village and MAP shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two names; the other party shall then strike two names. The person remaining shall be the arbitrator.

(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 Association and Village representatives.

(c) The Village and MAP shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and MAP 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 later.

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

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

**Section 16.3. Limitations on Authority of Arbitrator.** The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the Second Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding.

**Section 16.4. Time Limit for Filing.** No grievances shall be entertained or processed unless it is submitted at Step 1 within seven (7) calendar days after the first occurrence of the event giving

rise to the grievance or within seven (7) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

**Section 16.5.** Grievances may be processed by MAP on behalf of a Police Patrol Officer or on behalf of a group of Police Patrol Officers, setting forth the name(s) of the officer(s). Either party may have the grievant or one grievant representing a group of grievants present at any step of the grievance procedure, and the officer is entitled to MAP representation at each step of the grievance procedure. The resolution of a grievance filed on behalf of one or more officers shall be applicable to all officers within a group.

**Section 16.6.** Extensions for additional time may be requested in writing by either party through the process, and if mutually agreed upon, shall be granted.

**Section 16.7.** It is agreed and understood that circumstances which give rise to a grievance shall not exempt the Police Patrol Officer from the responsibilities of completing the assigned tasks.

**Section 16.8.** If the Village fails to respond according to time frames set forth above, the Police Patrol Officer may immediately appeal to the next step in the procedure.

**Section 16.9.** If a grievance is not presented within the time limits set forth above, it shall be considered "waived." 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 Department's last answer.

**Section 16.10. Exclusivity of Grievance Procedure.** The grievance procedure set forth in this Article shall be the sole and exclusive means for discussing and processing items subject to the grievance procedure.

## ARTICLE SEVENTEEN TUITION REIMBURSEMENT PROGRAM

**Section 17.1.** Recognizing the mutual benefits derived from personal growth and increased work competence, it is the policy of the Village, subject to the restrictions listed below, to provide financial assistance to full-time, regular employees interested in furthering their formal education.

**Section 17.2.** The Village may provide to the extent sufficient funds are contained in the current budget, full-time regular employees with tuition assistance. While completion of a course of study provides an improved educational background, the accomplishment does not obligate the Village to reward such completion through promotion, transfer, reassignment, wage or salary increase, etc.

**Section 17.3.** To be eligible for reimbursement under this program, the employee must have been employed by the Village for a minimum of one year. No reimbursement shall be made unless prior approval is first obtained in accordance with the provisions of this section. The amount of reimbursement will be determined by the grade received for approved courses.

**Section 17.4.** The tuition reimbursement program includes two educational components aimed at improving employee education.

The first component of this program provides reimbursement to an employee for a specific course requested. The courses that may be approved for tuition reimbursement consideration are those which (1) relate directly to an employee's present position; or (2) increases his/her potential in a realistic foreseeable-future position which is directly related to the specific career path within the employee's current job classification.

**Section 17.5.** The second component of this program provides reimbursement for approved degree programs on both the undergraduate and graduate level. Approval will be based on the job relatedness of the program as well as Village and departmental needs. Employees must submit a copy of the degree requirements, including course names, descriptions, credit hours, and cost per credit hour. Approval will be based on the recommendation of the Department Head and the Human Resources Director with the final approval resting with the Village Manager.

1. Employees matriculated as degree students in a program of study which meets the requirements of eligibility specified under this program may have the entire degree program considered for acceptance.
2. After acceptance of a degree program by the Village, employees need not submit requests for individual course approvals as progress is made through the program. Employees must, however, submit a *Request for Reimbursement Form* at the successful completion of each course(s).
3. Employees in accepted degree programs may complete course credits by participating in "credit by examination" programs such as the College Level

Examination Program (CLEP). If results are accepted for credit, 75% of the examination cost will be reimbursed.

**Section 17.6.** Employees interested in participating in this program should complete an *Application for Educational Assistance Form* and present it to their supervisor prior to registering for the course. Application for Educational Assistance forms must first be approved by the Department Head after which it should be forwarded to the Human Resources Office for processing. After processing, copies of all forms, both those approved and any not approved, will be returned to the employee and the Department Head by the Human Resources Director.

Since this program is limited to funds in the current budget, employees should anticipate participation in this program during the budget planning process each year.

**Section 17.7.** The Village retains the authority to evaluate the cost of course work based on similar courses given at a state college or university and not necessarily on the cost of the course at a specific college or university an employee chooses to attend. The maximum amount reimbursable will be based on the current tuition rates for comparable college-level courses at Northern Illinois University.

**Section 17.8.** Special “concentrated study” programs must be approved by the Village Manager. These courses require submission of a special white paper setting forth all details of the program.

**Section 17.9.** Home study programs are eligible for consideration only if they apply directly and specifically to an employee’s current work assignment. The Tuition Reimbursement Program is limited to the cost of units or modules which can reasonably be expected to be completed in one year.

**Section 17.10.** The amount that may be reimbursed upon proper prior approval will cover tuition, fees, and required books for up to one course of study per academic term, based on the following attainment schedule:

<b><u>COURSE</u></b> <b><u>GRADE</u></b>	<b><u>AMOUNT REIMBURSABLE (Up to allowable maximum)</u></b>
A	100% of Tuition, Fees and Required Books
B	85% of Tuition, Fees and Required Books
C	70% of Tuition, Fees and Required Books
D	0% of Tuition, Fees and Required Books

**Section 17.11.** All reimbursements made under this program will be made upon successful completion of previously approved courses. Upon successful completion of approved courses, employees should submit a *Request for Tuition Reimbursement* form together with validated course grades and appropriate receipts for tuition, textbooks, and fees to the Human Resources Department. After processing, this form and attachments will be forwarded to the Finance Dept. Reimbursement will be made directly to employees. In special cases, the Village Manager may approve partial payment of approved costs at the time of enrollment.

**Section 17.12.** Employees receiving tuition reimbursement under this program will be required to sign an agreement with the Village to remain in active service for the periods listed below. *Any employee who fails to fulfill the agreed upon length of service stipulated in such an agreement shall be required to pay back to the Village the most recent prior academic year's total reimbursement made to him or her.* Employees may also be required to sign a wage assignment and/or a payroll deduction authorization in addition to this agreement, insuring repayment to the Village if the stipulated periods of employment are not fulfilled because of voluntary resignation.

1. Employees who receive tuition reimbursement under the individual course component of this program will be required to remain in active service with the Village for at least **one (1) year** after completion of a course.
2. Employees who receive tuition reimbursement under the approved degree component of this program will be required to remain in active service with the Village for at least **two (2) years** after completion of each academic year and/or attainment of the college degree.

**Section 17.13.** Excluded from the Village's Tuition Reimbursement Program are:

1. Institutions or programs of study not approved by the Village.
2. Late fees and interest for delayed-payment plans.
3. Audited courses.
4. A law degree program. Individual courses in law relating to an employee's present position may be approved when recommended by the employee's Department Head.
5. The cost of transportation, living expenses, drawing instruments, calculators, electronic equipment, recording devices or other course materials other than textbooks.

**ARTICLE EIGHTEEN  
SAFE DRIVING INCENTIVE**

To encourage safe driving procedures by the Police Patrol Officers, the following incentive program shall be in effect for the term of this Agreement.

All Police Patrol Officers who are actively employed for a period of one (1) year without being involved in a chargeable (at fault) motor vehicle accident while operating a Village vehicle in a calendar year shall be awarded a cash award in the amount of \$150.00 (or such amount as may be established for eligible non-bargaining unit employees, whichever is greater), payable on the second pay period in March of the following year. Determination of whether an accident was chargeable or whether the officer was at fault shall be determined by procedures established by the Village.

A chargeable motor vehicle accident for the purposes of this Agreement is one in which the Village Safety Review Board has determined that the officer's percentage of fault is determined to be greater than 30%. Such review and determination by the Safety Review Board shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

## **ARTICLE NINETEEN WORK INTERRUPTION**

**Section 19.1.** MAP and the Police Patrol Officers covered by this agreement recognize and agree that the rendering of police services to the community cannot, under any circumstances or conditions be withheld, interrupted, disrupted, or discontinued, and that to do so would endanger the health, safety, and welfare of the inhabitants thereof.

During the term of this Agreement, neither MAP nor its agents nor any Police Patrol Officer for any reason, will authorize, institute, aid, condone, or engage in a work stoppage, strike, or any other interference with the work statutory functions or obligations of the Village.

**Section 19.2.** MAP agrees to notify all Police Patrol Officers of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage Police Patrol Officers violating Section 19.1 of this article to return to work.

**Section 19.3.** The Village may discharge, discipline, deduct pay or withhold other benefits of any Police Patrol Officer who violates Section 19.1 or any Police Patrol Officer who fails to carry out his responsibilities under Section 19.2, subject to the provisions of Article 29, Section 29.1 (Discipline).

**Section 19.4.** MAP agrees that the Village has the right to deal with any such work interruption or disruption by imposing discipline, including discharge or suspension without pay, on any, some, or all of the Police Patrol Officers participating therein, and/or any, some or all of the leaders of MAP who so participate, as the Village may choose; by contracting for services; by hiring temporary or regular Police Patrol Officers to replace striking individuals.

**Section 19.5.** Nothing contained herein shall preclude the Village from obtaining judicial restraint and damages in the event of a violation of this article.

**Section 19.6.** The Village will not lock out employees during the term of this Agreement as a result of any labor dispute with MAP.

## **ARTICLE TWENTY SOLICITATION**

The parties agree that bargaining unit members will not solicit any person or entity for contributions on behalf of the Hanover Park Police Department or the Village of Hanover Park.

Bargaining unit members agree that the Village name, shield or insignia, communications systems, supplies and materials will not be used for solicitations purposes. Solicitation by bargaining unit employees may not be done on work time or in a work uniform. The bargaining unit members agree that they will not use the words "Hanover Park Police Department" in their name or describe themselves as the "Village of Hanover Park." The bargaining unit members shall have the right to explain to the public, if necessary, that they are members of a labor organization providing collective bargaining, legal defense and other benefits to all patrol-rank police officers employed by the Village. This paragraph does not apply to the solicitation efforts of the Metropolitan Alliance of Police or any of its agents who are not bargaining unit members.

Each party to this Agreement agrees that they will comply with all applicable laws regarding solicitation.

**ARTICLE TWENTY-ONE  
SENIORITY, LAYOFF AND RECALL**

**Section 21.1. Definition of Seniority.** Seniority shall be based on the length of time from the last date of beginning continuous full-time employment as a sworn peace officer in the Police Department of the Village.

Conflicts of seniority among officers hired before July 12, 1999 shall be determined on the basis of the order of the officers on the Personnel Board's hiring list, with the officer higher on the list being the more senior. In the event of a tie on the list, the employee who's last name appears first on an alphabetized list (A-Z) shall be deemed more senior than the other.

Conflicts of seniority among officers hired on or after July 12, 1999 shall be determined on the basis of the employee who's last name appears first on an alphabetized list (A-Z).

Seniority shall not be earned during the period of any unpaid leave.

**Section 21.2. Seniority List.** On or before January 1 each year, the Village will provide MAP with a seniority list setting forth each employee's seniority date. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village in writing within fourteen (14) calendar days after MAP's receipt of the list.

**Section 21.3. Layoff.** The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their length of service as provided in Illinois law, 65 ILCS 5/10-2.1-18.

**Section 21.4. Recall.** Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employee 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 fourteen (14) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to MAP, provided that the employee must notify the Police Chief or his designee of his intention to return to work within seven (7) 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 removed from the recall list.

**Section 21.5. Termination of Seniority.** Seniority and the employment relationship shall be terminated for all purposes if the employee:

- (a) quits or resigns;
- (b) is discharged for cause;

(c) retires (or is retired pursuant to a legal mandatory retirement age adopted and implemented by the Village);

(d) falsifies the reason for a leave of absence or is found to be working during a leave of absence without prior written approval of the Village;

(e) fails to report to work at the conclusion of an authorized leave of absence or vacation;

(f) is laid off and fails to report for work within fourteen (14) calendar days after having been recalled;

(g) is laid off for a period in excess of two (2) years;

(h) does not perform work for the Village for a period in excess of twelve (12) months, provided, however, this provision shall not be applicable to approved absences due to military service; or

(i) is absent for three (3) or more consecutive working days without notifying the Village.

**ARTICLE TWENTY-TWO  
COMPLIANCE WITH ILLINOIS LAW**

**Section 22.1.** The Village and MAP mutually agree to comply with the Statutes of the State of Illinois, including but not limited to the "Uniform Peace Officers' Disciplinary Act" (Chapter 50 ILCS 725/1 - 725/7).

**Section 22.2.** The Village and MAP mutually agree to comply with the provisions of the applicable Chapter section of the Illinois Compiled Statutes which allows for deferral of Police Patrol Officers' police pension contributions from taxable income, as regulated by Section 414(h) of the Internal Revenue Code.

These provisions reduce the amount of withholding tax from each Officer's paycheck, resulting in an increase of available funds to the employee. Income tax will be paid on the deferred amounts by the employee upon his/her receipt of pension contributions either at the time of retirement or upon refund due to termination of employment with the Village.

**Section 22.3.** The Village and MAP agree to comply with the Public Employee Disability Act (Chapter 5, Act 345, Section 1 of the Illinois Compiled Statutes), which provides for continuation of pay for disabilities from injuries in the line of duty.

**ARTICLE TWENTY-THREE  
CONFLICTS WITH DEPARTMENTAL POLICY**

If the situation arises where this Agreement is in conflict with Police Department policy, this Agreement shall prevail.

It is also agreed that all other matters contained within Village Ordinances, the Personnel Rules and Regulations, Departmental policy, directives, general orders, procedures and rules, not contained within this Agreement, as the same may be changed from time to time by the Village, shall be applicable to all employees covered by this Agreement.

**ARTICLE TWENTY-FOUR  
SEVERABILITY**

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable laws, statutes, or regulations of the United States of America, or the State of Illinois, all other provisions of this Agreement shall remain in full force and effect for the duration of this agreement.

In the event that any provision of this Agreement is declared invalid, the parties may request negotiations to commence to agree on a substitute provision.

**ARTICLE TWENTY-FIVE  
ENTIRE AGREEMENT**

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

The Village and MAP, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the Village's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. This paragraph does not waive the right to bargain over any subject or matter not referred to or covered in this Agreement which is a mandatory subject of bargaining and concerning which the Village is considering changing during the term of this Agreement.

**ARTICLE TWENTY-SIX  
IMPASSE RESOLUTION**

Upon expiration of this Agreement, and should an impasse in negotiations for a successor agreement occur, the parties shall resort to statutorily required impasse procedures pursuant to the Illinois Public Labor Relations Act (Chapter 5 ILCS 315/14), as may be amended from time to time, or as may otherwise be mutually agreed.

**ARTICLE TWENTY-SEVEN**  
**TERM OF AGREEMENT**

This Agreement, when ratified by both parties, shall be effective as of the day after it is executed, and shall remain in full force and effect until the 31st day of October, 2011. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, sixty (60) days prior to the expiration date set forth above or each yearly period thereafter, if applicable. If either party submits such written notice, the parties' designated representatives shall immediately commence negotiations. Notwithstanding the expiration date set forth above, this entire Agreement shall remain in full force and effect during the period of negotiations and until a successor agreement is ratified by both parties.

This Agreement may be amended at any time if both parties, the Village and MAP, agree, in writing, to such amendments.

**ARTICLE TWENTY-EIGHT  
MISCELLANEOUS**

**Section 28.1.** Family and Medical Leave Act of 1993. The parties agree that the Employer may alter, adopt and enforce policies in compliance with the Family and Medical Leave Act of 1993 (“FMLA”).

**Section 28.2.** Americans with Disabilities Act. The parties agree that the Employer may, notwithstanding any other provisions of the Agreement, take action that is in accord with what is legally permissible under the Americans with Disabilities Act (“ADA”) in order to be in compliance with the ADA.

**Section 28.3.** Military Leave. Employees called to active military duty shall, upon application, be granted a leave of absence for the period of service in accordance with applicable state and federal law. If a member of a reserve or national guard unit is mobilized by Presidential or Gubernatorial order, leave of absence and reinstatement shall be governed by this Section.

**Section 28.4.** Chapter Bulletin Board. The Village will make available a bulletin board in the Police Department for the posting of official MAP notices of a non-political, non-inflammatory nature. The Village reserves the right to remove inappropriate postings from the bulletin board. MAP agrees to limit the posting of Union notices to such bulletin board.

**Section 28.5.** Residency. All bargaining unit employees shall, as a term or condition of continued employment, maintain their principal residence (domicile) within 35 miles of the Village Hall, and within the State of Illinois.

## ARTICLE TWENTY-NINE DISCIPLINE

**Section 29.1. Discipline.** The Police Chief or his designee may discipline or dismiss any or all officers for cause. Suspensions of one or more days and dismissals may be appealed under the Grievance Procedure, Article 16. There shall be no recourse to the Village Personnel Board. Oral reprimands and written warnings shall not be subject to the grievance procedure or the Personnel Board. Grievances concerning suspensions and dismissals shall be initiated at Step 4 of the grievance procedure.

Suspensions of one to five days shall be served notwithstanding the filing of any grievance, provided that the Arbitrator shall have the authority to overturn or reduce such suspension in the event that he finds cause for such discipline did not exist. In order to obtain the reversal or reduction of a suspension of 5 days or less, the officer shall have the burden of proving that cause for such discipline did not exist.

In the case of a suspension for more than 5 days (but less than termination), such suspension shall be stayed in the event the employee notifies the Chief of Police (or, in his absence, the Commanding Officer on duty) in writing of his intent to grieve such suspension within three (3) calendar days of receipt of the notice of discipline. Absent such notice, the suspension shall be served. In the case of a suspension of greater than 5 days, the Chief shall have the burden, in any arbitration proceeding, of proving that cause for such discipline exists. In the event the grievance is denied, the suspension shall be served immediately.

In the case of dismissal, if an employee notifies the Chief of Police (or, in his absence, the Commanding Officer on duty) in writing of his intent to grieve such dismissal within three (3) calendar days of his receipt of notice of discipline, then such employee shall be placed on an unpaid leave pending the outcome of the grievance procedure.<sup>1</sup> In the case of dismissal, the Chief shall have the burden, in any arbitration proceeding, of proving that cause for dismissal exists. In the event an Arbitrator determines that cause for dismissal did not exist, the Arbitrator shall have the authority to reinstate the officer with or without back pay (or a portion thereof.)

In the event an officer grieves a suspension of more than 5 days or a dismissal under this Section, any arbitration hearing shall be commenced within thirty (30) calendar days of the date an arbitrator is selected, and the arbitrator shall render an award within 30 days of the close of the hearing or the Arbitrator's receipt of post-hearing briefs. These time limits shall be observed absent mutual agreement to extend them. The failure of an Arbitrator to adhere to the time limits specified herein shall not negate the discipline or the appeal thereof that is the subject of the arbitration hearing.

**Section 29.2. Notice of Disciplinary Action.** The Chief of Police or his designee shall notify an officer, in writing, of any written reprimand, suspension, or dismissal. The notice of discipline shall include a brief statement indicating the reason(s) for the discipline.

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<sup>1</sup> The employee may request a preliminary hearing before the Arbitrator concerning the propriety of an unpaid leave pending the outcome of the arbitration hearing regarding cause for dismissal.

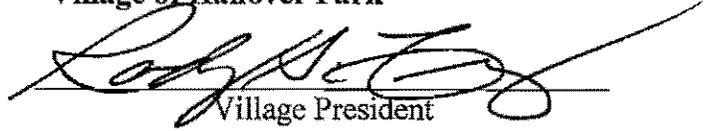
**Section 29.3.** Nothing in this Agreement shall be construed as a waiver of an individual officer's right to request the presence of a Union representative at a pre-disciplinary, investigatory interview.

**ARTICLE THIRTY  
INDEMNIFICATION**

The Village will indemnify officers for actions taken within the scope of their authority to the full extent of coverage, subject to any limitations, as provided by the general liability insurance policy or plan maintained by the Village, as the same may be changed from time to time by the Village.

In Witness Whereof the parties have hereunto set their hands and seals this 1<sup>st</sup> day of April, 2010.

**Village of Hanover Park**

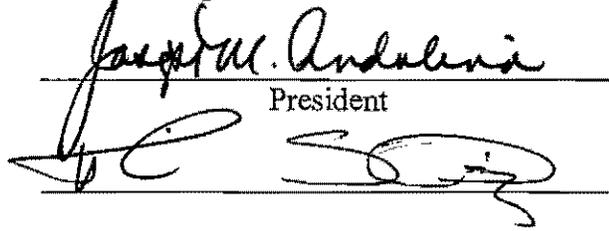
  
Village President

  
Village Manager

Attest:

  
Village Clerk

**The Metropolitan Alliance of Police**

  
President



## MEMORANDUM OF AGREEMENT

The Village of Hanover Park ("Village") and the Metropolitan Alliance of Police ("MAP") agree that this Memorandum of Agreement shall not be considered a part of the current collective bargaining agreement between the Village and the MAP, nor shall it constitute a precedent which either party may cite in any subsequent negotiations or interest arbitration proceeding. The Village and the MAP further agree as follows:

1. Alternative Work Schedule for Patrol Division. The Village is willing to maintain an alternative work schedule for officers assigned to the Patrol Division, until October 29, 2011, subject to the remaining terms of this Memorandum of Agreement. (This Memo applies to employees of the Patrol Division only, including the Canine Officer, but excluding Special Operations Group Officers, Detectives and all other bargaining unit employees).
2. Conditions. The alternative work schedule for covered employees is subject to the following conditions:
  - a) The normal work day will be 12 hours provided that once during each two-week period, the Village may schedule an 8-hour work day for each employee, so that an employee will normally be scheduled to work 2080 hours during the calendar year.
  - b) The work cycle for purposes of 7(k) of the federal Fair Labor Standards Act ("FLSA") shall be considered 14 days, with overtime being paid only for hours worked in excess of 80 hours in a 14 day cycle. Employees covered by this Memorandum will not otherwise be eligible for overtime pay.
  - c) All leave "days" shall equate to 8 hours per day, and shall continue to accrue at that rate, i.e., the alternative work schedule shall not increase accrual of paid leave time, including vacations, funeral leave and personal days. An employee using a full leave day while assigned to the alternative work schedule shall have 12 hours deducted from his/her accrued leave. The provisions of Article Six of the collective bargaining agreement, which provide eight (8) hours of compensation for holidays, shall remain unchanged by this Memorandum.
  - d) The Canine Officer Agreement in effect during this alternative work schedule shall be modified, as set forth on Attachment A.
  - e) While this alternative work schedule is in effect, Section 11.18 (FTO Pay) of the collective bargaining agreement, shall be modified to provide as follows:

An officer who is assigned to serve as a Field Training Officer (FTO) shall be paid an additional one and one half hours at the officer's overtime rate per day for each full workday the FTO is assigned to train a probationary officer. Provided, however, no employee shall be eligible for FTO pay on the same day the employee simultaneously serves as an ATL.

- f) The term day or days, as used in Section 29.1 (Discipline) of the collective bargaining agreement, shall, for purposes of this Section only, refer to 12 hour work days.
  - g) An employee shall not engage in secondary employment during two consecutive 12 hour shifts, *i.e.*, two shifts separated by less than 24 hours off.
  - h) An officer assigned as an Assistant Team Leader shall be paid at a rate of \$45.00 for each occurrence during a 12 hour tour of duty when they are assigned to act as a shift supervisor in the absence of both the shift lieutenant and shift sergeant for six or more consecutive hours. This benefit shall not be applicable if an officer receives a temporary appointment of acting sergeant.
  - i) Should there be any conflict between the provisions of this Memorandum and the provisions of the Collective Bargaining Agreement, or any successor agreement, the provisions of this Memorandum shall govern, so long as the alternative work schedule is maintained.
3. Evaluation. The foregoing alternative work schedule for the Patrol division shall be evaluated as follows:
- a) Service levels, productivity, operational needs, accidents, safety, leave usage, and cost effectiveness will be periodically monitored by the Village.
  - b) There shall be periodic labor management meetings to discuss the schedule and its effectiveness. The parties may change the terms of this Memorandum by mutual written agreement.
  - c) If, at any time, the Chief of Police determines that the alternative work schedule has not met the overall operational needs of the Department, or has adversely affected the level of police services to the community, or has had adverse economic consequences, or has resulted in unacceptable sick leave or diminished productivity or safety, he shall have the final right to discontinue the alternative work schedule and revert back to the work schedule provided for or permitted under the applicable collective bargaining agreement.
4. The terms of this memorandum shall not be subject to the grievance procedure. Any unexpected difficulties in administering the alternative work schedule should, to the extent practical, be discussed in Labor Management Committee meetings.
5. This Memorandum shall expire on October 29, 2011, unless extended otherwise mutually agreed in writing between the Village and the MAP.

AGREED:



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Village of Hanover Park

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Metropolitan Alliance of Police



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**CANINE OFFICER AGREEMENT**

The canine officer shall perform the following duties relative to his/her assigned canine during the course of his/her duty shift:

1. Exercise
2. Grooming
3. Feeding (one meal)
4. Training
5. Veterinarian routine checkups and shots
6. Procuring food and supplies

The officer shall be allowed four (4) hours per week for the following at-home outside work activities with his/her assigned canine:

1. Cleaning the canine's kennel or other place where the canine is kept and cleaning up after the canine.
2. Feeding (one meal on on-duty days--2 meals on off-duty days)
3. Exercise on off-duty days
4. Emergency trips to veterinarian

If the off-duty at-home canine care activities exceed the four hours per week allowance for any week, the officer shall submit a daily log identifying the activities engaged in, the times at which they took place and the duration of the activities to his/her supervisor by the end of the shift immediately following the week.

\_\_\_\_\_  
Officer

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

# Physical Fitness Standards

MAP AGREEMENT  
11/01/2008 – 10/31/2011

TEST	MALE AGE				FEMALE AGE			
	20-29	30-39	40-49	50-59	20-29	30-39	40-49	50-59
SIT & REACH	16.0	15.0	13.8	12.8	18.8	17.8	16.8	16.3
1 MINUTE SIT UP	37	34	28	23	31	24	19	13
MAXIMUM BENCH PRESS RATIO	0.98	0.87	0.79	0.70	0.58	0.52	0.49	0.43
1 MILE RUN	9:15	9:50	10:17	10:59	10:59	11:20	11:58	12:35

## HOW WILL PHYSICAL FITNESS BE MEASURED?

### 1. SIT AND REACH TEST

This is a measure of the flexibility of the lower back and upper leg area. It is an important area for performing police tasks involving range of motion and is important in minimizing lower back problems. The test involves stretching out to touch the toes or beyond with extended arms from sitting position. The score is in the inches reached on a yardstick with 15 inches being at the toes.



### 2. 1 MINUTE SIT-UP TEST

This is a measure of the muscular endurance of the abdominal muscles. It is an important area for performing police tasks that may involve the use of force and is an important area for maintaining good posture and minimizing lower back problems. The score is in the number of bent leg sit-ups performed in 1 minute.



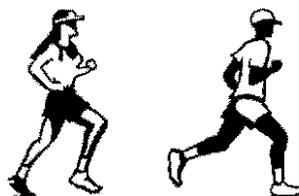
### 3. 1 REPETITION MAXIMUM BENCH PRESS

This is a maximum weight pushed from the bench press position and measures the amount of force the upper body can generate. It is an important area for performing police tasks requiring upper body strength. The score is a ratio of weight pushed divided by body weight.



### 4. 1 MILE RUN

This is a timed run to measure the heart and vascular systems' capability to transport oxygen. It is an important area for performing police tasks involving stamina and endurance and to minimize the risk of cardiovascular problems. The score is in minutes and seconds.



## Physical Fitness Incentives

MAP AGREEMENT  
11/01/2008 – 10/31/2011

<b>AVERAGE SCORE</b>	<b>AWARD</b>
4.00 – 4.24	\$50.00
4.25 – 4.49	\$75.00
4.50 – 4.74	\$125.00
4.75 – 4.99	\$175.00
5.00	\$200.00

# Rating Chart FOR Physical Fitness Standards

MAP AGREEMENT  
11/01/2008 – 10/31/2011

SCORE	1	2	3	4	5
% OF STANDARD	76-85	86-95	96-100	101-115	116+
SIT & REACH					
SIT UPS					
BENCH PRESS					
MILE RUN					

Average Score: \_\_\_\_\_ (Sum of scores divided by 4)

**VILLAGE OF HANOVER PARK  
BASE PAY PLAN  
POLICE PATROL OFFICERS**

<b>EFFECTIVE DATE</b>	<b>After 1 Year</b>	<b>After 2 Years</b>	<b>After 3 Years</b>	<b>After 4 Years</b>	<b>After 5 Years</b>	<b>After 6 Years</b>	<b>After 7 Years</b>
<b>November 1, 2008</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>
Hourly	\$ 25.96	\$ 27.30	\$ 29.14	\$ 30.96	\$ 33.13	\$ 34.09	\$ 35.81
Annual	\$ 53,992.22	\$ 56,790.86	\$ 60,601.32	\$ 64,390.25	\$ 68,911.13	\$ 70,913.23	\$ 74,486.88
<b>EFFECTIVE DATE</b>	<b>After 1 Year</b>	<b>After 2 Years</b>	<b>After 3 Years</b>	<b>After 4 Years</b>	<b>After 5 Years</b>	<b>After 6 Years</b>	<b>After 7 Years</b>
<b>November 1, 2009</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>
Hourly	\$ 26.80	\$ 28.19	\$ 30.08	\$ 31.96	\$ 34.21	\$ 35.20	\$ 36.97
Annual	\$ 55,746.97	\$ 58,636.57	\$ 62,570.86	\$ 66,482.93	\$ 71,150.74	\$ 73,217.91	\$ 76,907.70
<b>EFFECTIVE DATE</b>	<b>After 1 Year</b>	<b>After 2 Years</b>	<b>After 3 Years</b>	<b>After 4 Years</b>	<b>After 5 Years</b>	<b>After 6 Years</b>	<b>After 7 Years</b>
<b>November 1, 2010</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>
Hourly	\$ 27.54	\$ 28.97	\$ 30.91	\$ 32.84	\$ 35.15	\$ 36.17	\$ 37.99
Annual	\$ 57,280.01	\$ 60,249.07	\$ 64,291.56	\$ 68,311.21	\$ 73,107.39	\$ 75,231.40	\$ 79,022.67

APPENDIX C

## **Contract Settlement Agreement**

The Metropolitan Alliance of Police, Chapter 103 (“MAP”) and the Village of Hanover Park (“Village”), and in full settlement of their negotiations for a successor collective bargaining agreement, hereby agree to amend their existing agreement only as follows:

1. The existing agreement shall be extended for an additional twelve months. Accordingly, Article Twenty Seven is hereby amended to provide as follows:

This Agreement, when ratified by both parties, shall be effective as of the day after it is executed, and shall remain in full force and effect until the 31st day of October, ~~2012~~<sup>2011</sup>. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, sixty (60) days prior to the expiration date set forth above or each yearly period thereafter, if applicable. If either party submits such written notice, the parties’ designated representatives shall immediately commence negotiations. Notwithstanding the expiration date set forth above, this entire Agreement shall remain in full force and effect during the period of negotiations and until a successor agreement is ratified by both parties.

This Agreement may be amended at any time if both parties, the Village and MAP, agree, in writing, to such amendments.

2. Section 15.2 of the Agreement is amended by adding the following new language:

Effective November 1, 2011, Police Patrol Officers’ hourly rates shall be increased by Two percent (2%).

Appendix C-1, attached, contains the actual Base Pay Plan for the period beginning November 1, 2011., showing the hourly rates for each step for such period.

3. The Memorandum of Agreement regarding the Alternative Work Schedule for Patrol Division is hereby extended to October 31, 2012.
4. All other provisions of the existing agreement shall remain unchanged.

**VILLAGE OF HANOVER PARK  
BASE PAY PLAN  
POLICE PATROL OFFICERS**

**11/1/2011-10/31/2012**

<b>EFFECTIVE DATE</b>	<b>After 1 Year</b>	<b>After 2 Years</b>	<b>After 3 Years</b>	<b>After 4 Years</b>	<b>After 5 Years</b>	<b>After 6 Years</b>	<b>After 7 Years</b>
<b>November 1, 2011</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>
Hourly	\$ 28.09	\$ 29.55	\$ 31.53	\$ 33.50	\$ 35.85	\$ 36.89	\$ 38.75
Annual	\$ 58,428.86	\$ 61,462.75	\$ 65,578.66	\$ 69,673.34	\$ 74,574.24	\$ 76,738.27	\$ 80,599.58

**APPENDIX C-1**

AGREED:

*Rw Moore*

Village of Hanover Park

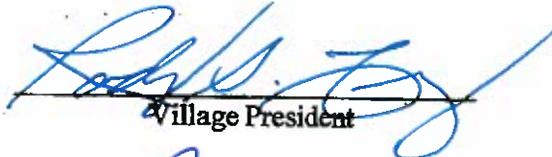
*Jay J. Andalecio*

Metropolitan of Police

*M. Bates*

In Witness Whereof the parties have hereunto set their hands and seals this 1 day of December, 2011.

**Village of Hanover Park**

  
Village President

Attest:  
  
Village Clerk

  
Village Manager

**The Metropolitan Alliance of Police**

  
President

