

AGREEMENT

BETWEEN

THE VILLAGE OF HANOVER PARK

AND

THE METROPOLITAN ALLIANCE OF POLICE

THROUGH

APRIL 30, 2013

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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 sergeants 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 sergeants 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 full-time sworn police officers holding the rank of Sergeant within the Police Department of the Village of Hanover Park.

Excluded: All police officers holding a rank below Sergeant and employed by the Village of Hanover Park; all police officers holding a rank above Sergeant and employed by the Village of Hanover Park; all other employees of the Village of Hanover Park; all elected officials of the Village of Hanover Park; and all supervisory, managerial and confidential employees of the Village of Hanover Park, as defined by 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, and to demote employees;
- (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 sergeants 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 HOLIDAYS

Section 5.1. All sergeants 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 5.2. All sergeants 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 sergeant's regular payroll check. Payment shall be based on the straight time hourly rate at the time of the holiday for each respective sergeant. Appropriate deductions shall be withheld; however, police pension deductions shall not be withheld. It is understood and agreed that any sergeants 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 sergeant's termination.

Section 5.3. In order to be eligible for holiday pay, a sergeant 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 SIX
VACATION LEAVE**

Section 6.1. Sergeants 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 12 years	120 hours
13 or more years	160 hours

Section 6.2. Sergeant'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 Sergeant 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 Sergeant, with the determination of preference being made on the basis of a Sergeant's length of continuous service with the Village. Subject to the Village's right to designate and approve vacation schedules pursuant to this Section, a sergeant 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 sergeants 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 6.3. Sergeants shall make every effort to use vacation time during the year in which it is earned. A sergeant 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 a sergeant.

Section 6.4. A Sergeant leaving the Village in good standing shall receive compensation for all unused vacation, compensatory and personal leave accrual at the Sergeant's current rate of pay.

In the event of a Sergeant's death, compensation for all unused vacation, compensatory and personal leave shall be paid to his/her beneficiary.

ARTICLE SEVEN SICK LEAVE

Section 7.1. Each Sergeant, 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 Sergeant from work. For this section, members of the immediate family shall include the Sergeant's spouse or child.

Section 7.2. 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. Sergeants 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 Sergeant 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 Sergeant and the Village, the Village Manager or Police Chief may require a Sergeant 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 Sergeant 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 Sergeant 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 Sergeant is unfit to perform the duties of his/her job because of a physical, emotional or psychological condition, the Village Manager may place the Sergeant on a Temporary Unpaid Disability Leave for up to six (6) months, or the Manager may seek the sergeant's removal. In the event a sergeant is placed on a temporary unpaid disability leave under this Section, the sergeant 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 7.3. Sick leave pay shall not be considered a right which a Sergeant shall use at his/her discretion, but shall be allowed as a privilege in such cases where the Sergeant is sick or disabled as defined in this Article.

Section 7.4. Sergeants 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 7.5. Sick leave usage will be considered in evaluating Sergeant 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 7.6. 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 Sergeants 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 7.7. Sergeants shall be permitted to be paid for a portion of accrued sick leave, subject to the following qualifications and conditions:

(a) The Sergeant 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 Sergeant 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 7.8. Major Illness Bank

When a sergeant's regular accrued sick leave balance reaches the 130-day limit, the sergeant will be eligible to accrue twelve (12) days per year into a Major Illness Bank (MIB) up to a maximum of 120 days. Sick leave hours accrued in this Major Illness Bank may only be used for absences

when the sergeant or an eligible family member is ill and the sergeant has exhausted all of their regular sick leave hours.

For the purposes of this Section, illness is defined as a personal illness or the serious illness of an eligible family member as defined by Village policy and the Family and Medical Leave Act of 1993, as amended. Under no circumstances will a sergeant be allowed to access the Major Illness Bank in order to take leave time for child care purposes. Under no circumstances shall these sick leave hours be used for incidental illnesses. Hours may be accrued into the Major Illness Bank only when the regular sick leave benefit hours have reached the 130-day limit mentioned above.

Upon termination of employment for any reason, a sergeant shall forfeit all hours accrued in the MIB, without compensation.

Section 7.9. Sergeants 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 7.10. If during a calendar year, a sergeant uses no sick leave, he/she shall receive a cash bonus in the amount of \$200.00. 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.

Section 7.11. Sergeants shall be eligible for sick leave buy back in accordance with the existing Village Personnel Rules and Regulations, Article 2, Section 2.4 (J) (Sick Leave Buy-Back in the Police Department).

**ARTICLE EIGHT
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 NINE
PERSONAL DAYS**

Under this agreement, the four (4) annual Personal Days, which are normally earned as follows: two on January 1st, and one each on May 1 and September 1 of each year, will be credited to sergeants all on January 1 of each year.

This totals to 4 days annually for active full-time sergeants. 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 a sergeant 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 a sergeant 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 sergeant's current straight time hourly rate, will be deducted from his/her final pay check.

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

Section 10.1. 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 sergeants.

Section 10.2. The regular work day for Sergeants will normally include a paid thirty (30) minute meal period (provided an emergency situation doesn't exist which automatically precludes it). In addition, sergeants assigned to the patrol division may be assigned to report for duty 15 minutes earlier than their subordinates, and remain on duty for 15 minutes following the end of the patrol shift, in which case the sergeant shall be paid overtime for such work, on those dates when it is assigned and performed.

Section 10.3. For the term of this agreement, the normal work week for Sergeants shall consist of a total of forty (40) hours when assigned to eight hour days, or eighty (80) hours every fourteen day cycle when assigned to a longer work day. 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 Sergeants shall not exceed fourteen (14) days *i.e.*, Sergeants shall be paid at least once every 14 days.

Section 10.4. Sergeants may be required to work more hours than the regular work week or work cycle. For the purpose of the application of this section, hours worked shall include any hours charged to holiday, paid sick leave, vacation, personal days, funeral leave, compensatory time taken, employment disability and any other hours paid at a Sergeant's regular straight time rate. Hours worked shall not include hours charged to suspension or leave without pay.

Section 10.5. A sergeant may trade a single workday or part of a work day with another sergeant for the sergeant's own convenience. The trading of time must be voluntary by the sergeants involved in such trades and not for the benefit of the Village. In addition, no sergeant will be permitted to trade more than a total of ten (10) shifts per calendar year. Any sergeant involved in a shift trade must notify his/her Lieutenant or immediate non-bargaining unit supervisor in advance.

Section 10.6. Straight time hourly rates for Sergeants 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 10.7. When a Sergeant is required to work more than forty (40) hours if assigned to an eight hour workday, or eighty (80) hours if assigned to a longer work day, the Sergeant shall be paid at the rate of 1.5 times his/her regular straight time hourly rate or shall accumulate compensatory time at the same rate. If the Sergeant has not worked the minimum hours required in the regular work week or work cycle, he/she shall be paid at his/her regular straight time hourly rate for actual hours worked. Except as otherwise provided in Section 10.14 of this Article, a Sergeant may decide whether to accumulate compensatory time or be paid at the

applicable overtime rate, provided the sergeant does not exceed the compensatory time cap specified in Section 10.10.

Section 10.8. A Sergeant 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. This section does not apply to holdovers or scheduled overtime.

Section 10.9. Sergeants who are required as part of their Village employment to appear in court during their off-duty hours shall receive a minimum of three (3.0) hours of compensation or their actual time worked, whichever is greater. The pay shall be at 1.5 times the regular hourly rate, provided the Sergeant 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 Sergeant's straight time hourly rate.

Court time shall be calculated starting from the time the Sergeant 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 a sergeant is required to report to the police station prior to traveling to court, court time shall be calculated starting from the time the sergeant 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.

Sergeants using their personal vehicle to travel to court shall be eligible for mileage reimbursement at the applicable IRS rate. 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 10.10. Notwithstanding any other provision of this Agreement, no sergeant may accrue more than eighty (80) hours of compensatory time during any calendar year, nor shall a sergeant's accrued compensatory time exceed eighty (80) hours at any time. At or near the end of each calendar year, the Village will buy back any unused compensatory time at the sergeant's existing straight time hourly rate of pay.

Section 10.11. No Pyramiding. Compensation shall not be paid more than once for the same hours worked under any provision of this Article of Agreement.

Section 10.12. An off-duty sergeant 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 accrued between January 1st and December 31st, payable in a lump sum by January 30th of the following year.

Section 10.13. Recognizing that Sergeants 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 10.14. 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 sergeant.

Compensation - A sergeant 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 may call a sergeant in, hold a sergeant over, schedule a sergeant to maintain minimum staffing, or assign the work to an ATL.

Compensation - A sergeant 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 sergeant who is assigned to training outside his/her normal tour of duty will receive pay 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 sergeants will be compensated at the overtime rate of pay for hours spent in training under this Section. Compensatory time shall not be available in lieu of overtime pay for training overtime.

Overtime

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

Sergeants 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.

Sergeants 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 a sergeant becomes eligible for overtime as a result of an assignment to a special detail, such sergeant 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 10.15. Foreign Language Proficiency Pay. If a sergeant passes a foreign language proficiency test (which may include a written and oral component), then the sergeant will receive an annual bonus in accordance with the following schedule, the amount of which shall not be added to base pay:

	Spanish/Polish	Other Eligible Languages
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 a sergeant may elect to take more than one foreign language proficiency test, no sergeant 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. Sergeant participation shall be voluntary. There shall be a \$25 fee for each test the sergeant elects to take, the amount of which shall be deducted from the sergeant's paycheck, unless the sergeant passes the test, in which case no fee will be assessed to the sergeant. A sergeant 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 ELEVEN
UNIFORMS AND EQUIPMENT**

Section 11.1. The parties acknowledge that each sergeant has been provided 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
1	Dress blouse/coat
1	White long sleeve shirt

Section 11.2. The Village shall continue to provide each sergeant 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. *(See Section 11.3, below)*

Section 11.3. The Village shall purchase as part of its uniform issue an approved protective vest for all Sergeants who choose to wear one. Where the Village has purchased such an approved vest, said vest shall become part of the sergeant'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. Sergeants 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 a sergeant chooses to purchase a higher rated level vest, he/she must pay any additional cost in excess of \$600.

Section 11.4. 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 sergeants.

Section 11.5. After each sergeant has received his or her initial issue of uniforms and equipment (while a police officer), 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 11.6. All sergeants 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 Sergeant.

Section 11.7. The following items of uniform or equipment shall be reissued annually:

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

Section 11.8. Sergeants 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. Sergeants shall purchase clothing and submit

receipts to the Office of Support Services for up to a maximum reimbursement of \$400. Sergeants assigned to more than one plainclothes unit shall receive only one uniform allowance payment per year.

Section 11.9. All sergeants will be required to return all Village purchased uniform or equipment items upon termination of employment with the Village.

**ARTICLE TWELVE
PHYSICAL FITNESS STANDARDS**

Section 12.1. 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 12.2. The Village shall arrange for annual testing of Sergeants to determine if they meet the standards described above. An employee's participation in such testing shall be voluntary.

Section 12.3. Employees 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 THIRTEEN INSURANCE

Section 13.1. During the term of this Agreement, the Village shall provide to each Sergeant group term life insurance in the amount of 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 Sergeants 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 13.2. Hospitalization, Medical, Dental and Life Insurance Coverage. The Village maintains a group major medical and hospital insurance program for all regular full-time employees of the Village. The Village shall provide group major medical and hospital insurance for all employees covered by this Agreement 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 the first day of work. The Village reserves the exclusive right to alter or amend group medical insurance based on changes in coverage or insurance cost. However, employees covered by this Agreement will, during the term of this Agreement receive identical coverage provided to all other non-bargaining unit, covered full-time Village employees, as the same may be changed from time to time. Open enrollment notices shall be posted on the Police Department bulletin board, or otherwise distributed to employees.

Section 13.3. Insurance Cost Allocation. 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.

Dental and vision coverage shall be offered to sergeants on the same terms as such coverage is offered to other full-time non-represented employees of the Village, as the same may be changed from time to time.

Employee premium contributions shall be paid through a payroll deduction.

Section 13.4. Cost Containment. The Village reserves the right to maintain or institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains the same as those provided to other non-bargaining unit, covered full-time Village employees. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, bounty clause, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 13.5. Terms of Insurance Policies to Govern. The extent of coverage under the insurance policies or plans referred to in Section 1 of this Article shall be governed by the terms and conditions set forth in said policies or plans. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy or plan and shall not be subject to the grievance procedure set forth in this Agreement; provided, however, any employee who has a question concerning coverage may present it to the Village Manager and the Village Manager shall, in turn, make appropriate inquiry and shall advise the employee of the status of the matter.

**ARTICLE FOURTEEN
SALARY PLAN**

Section 14.1.

Retroactive to May 1, 2009, sergeants shall be paid in accordance with Appendix A, attached hereto and incorporated herein. A sergeant shall be placed at Step 1 upon promotion, and remain there until the sergeant reaches his or her one year anniversary in said rank, at which time the sergeant may move to step 2. A sergeant may move to step 3 upon completing his or her 4th year of service in the rank of sergeant. A sergeant may move to step 4 upon completing his or her 7th year of service in the rank of sergeant. A sergeant's movement from one step to the next is dependent upon an annual performance rating of "meets requirements." Any sergeant who fails to obtain such a rating shall not otherwise be eligible to move from one step to the next until their following anniversary date, subject to receiving a "meets requirements" rating at that time.

A sergeant's hourly rate shall be determined by dividing his salary on Appendix A by 2080 hours.

Wage adjustments for the fiscal years commencing May 1, 2011 and May 1, 2012 shall be subject to re-opener negotiations, as described in Article Twenty-Five. There shall be no wage adjustments during re-opener negotiations and/or during negotiations for a successor agreement.

ARTICLE FIFTEEN GRIEVANCE PROCEDURE

Section 15.1. Definition. A grievance is any dispute or difference of opinion between a Sergeant 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 15.2. 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 Sergeant 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 Sergeant. The grievance shall be submitted within the time limits set forth above, and filed with the Sergeant's Lieutenant (or other direct supervisor of the employee), unless the Village and the grievant mutually agree, 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 Sergeant with a written decision within four (4) calendar days of receipt of the written grievance.

Step 2 - If the Sergeant is not satisfied with the decision rendered in Step 1, the written grievance may be appealed to the Deputy Chief of Operations or Deputy Chief of Support Services (whichever is applicable in the respective employee'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 Sergeant with a written decision within seven (7) calendar days of receipt of the grievance.

Step 3 - If the Sergeant is not satisfied with the decision rendered in Step 2, 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 2. The Chief of Police shall make a separate investigation, review prior actions, and provide the Sergeant with written decision within ten (10) calendar days of receipt of the grievance.

Step 4 - If the Sergeant is not satisfied with the decision rendered in Step 3, 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 5 - Arbitration. If the grievance is not settled in Step 4 and MAP wishes to appeal the grievance from Step 4 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 4:

(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 residing in Illinois who are members of the National Academy of 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 15.3. 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 15.4. 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 15.5. Grievances may be processed by MAP on behalf of a Sergeant or on behalf of a group of Sergeants, setting forth the name(s) of the sergeant(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 sergeant is entitled to MAP representation at each step of the grievance procedure. The resolution of a grievance filed on behalf of one or more sergeants shall be applicable to all sergeants within the group.

Section 15.6. Extensions for additional time may be requested in writing by either party through the process, and if mutually agreed upon, shall be granted.

Section 15.7. It is agreed and understood that circumstances which give rise to a grievance shall not exempt the Sergeant from the responsibilities of completing the assigned tasks.

Section 15.8. If the Village fails to respond according to time frames set forth above, the Sergeant may immediately appeal to the next step in the procedure.

Section 15.9. 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 15.10. 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 SIXTEEN
TUITION REIMBURSEMENT PROGRAM**

Section 16.1. **Tuition Reimbursement.** During the term of this Agreement, the Employer will continue to provide a tuition reimbursement program to eligible bargaining unit employees. The tuition reimbursement program shall be the same as the program offered by the Village to other non-represented, non-professional employees, as the same may be changed from time to time by the Village. To be eligible for any benefits under the program, an employee's participation must be approved in advance by the Village Manager or his designee.

ARTICLE SEVENTEEN WORK INTERRUPTION

Section 17.1. MAP and the Sergeants 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 Sergeant for any reason, will authorize, institute, aid, condone, or engage in a work stoppage, strike, or any other interference with the work or statutory functions or obligations of the Village.

Section 17.2. MAP agrees to notify all Sergeants 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 Sergeants violating Section 1 of this article to return to work.

Section 17.3. The Village may discharge, discipline, deduct pay or withhold other benefits of any Sergeant who violates Section 1 or any Sergeant who fails to carry out his responsibilities under Section 2, subject to the provisions of Article 27, Section 1 (Discipline).

Section 17.4. 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 Sergeants 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 Sergeants to replace striking individuals.

Section 17.5. Nothing contained herein shall preclude the Village from obtaining judicial restraint and damages in the event of a violation of this article.

Section 17.6. The Village will not lock out employees during the term of this Agreement as a result of any labor dispute with MAP.

ARTICLE EIGHTEEN 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 sergeants 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 NINETEEN
SENIORITY, LAYOFF AND RECALL**

Section 19.1. Definition of Seniority. Seniority shall be based on the length of time from the last date of beginning continuous full-time employment as a Sergeant in the Police Department of the Village, *i.e.*, normally the date of an employee's promotion to the rank of Sergeant. Seniority shall not be earned during the period of any unpaid leave. During the 12 month period following a Sergeant's date of promotion, such Sergeant shall be considered probationary. The Village reserves the right to demote a probationary Sergeant to his prior rank, with or without cause, during such probationary period.

Section 19.2. 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 19.3. 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 19.4. 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 19.5. 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 when a sergeant is temporarily disabled and receiving temporary total disability pay as a result of a work related injury; or
- (i) is absent for three (3) or more consecutive working days without notifying the Village.

**ARTICLE TWENTY
COMPLIANCE WITH ILLINOIS LAW**

Section 20.1. 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 20.2. 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 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 employee’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 20.3. Nothing in this Agreement shall be construed as a waiver of an employee’s rights under the Public Employee Disability Act and the Public Safety Employee Benefits Act.

**ARTICLE TWENTY-ONE
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-TWO
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-THREE
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.

ARTICLE TWENTY-FOUR
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-FIVE
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 30th day of April, 2013. 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.

Reopener Provision. Either party to this Agreement may notify the other in writing at least ninety (90) days prior to April 30, 2011, that it desires to reopen this Agreement. The scope of such reopener negotiations shall be limited to the amount of a wage adjustment under Section 14.1 for the fiscal years beginning May 1, 2011 and May 1, 2012, and shall not include any other subject, unless mutually agreed upon by the parties. In the event an impasse is reached with respect to the issue subject to such reopener negotiations, the matter shall be resolved, as to such issue, pursuant to Section 14 of the Illinois Public Labor Relations Act.

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

**ARTICLE TWENTY-SIX
MISCELLANEOUS**

Section 26.1. **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, as amended ("FMLA").

Section 26.2. **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 26.3. **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 26.4. **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 26.5. **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-SEVEN DISCIPLINE

Section 27.1. Discipline. The Police Chief or his designee may discipline or dismiss any or all sergeants for cause. Suspensions of one or more days and dismissals may be appealed under the Grievance Procedure, Article 15. 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 3 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 sergeant 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.¹ 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 sergeant with or without back pay (or a portion thereof.)

In the event a sergeant 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 27.2. Notice of Disciplinary Action. The Chief of Police or his designee shall notify a sergeant, 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.

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

**ARTICLE TWENTY-EIGHT
INDEMNIFICATION**

The Village will indemnify sergeants 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.

Attest:

Eira A. Connal
Village Clerk

Village of Hanover Park
Scott S. Toj
Village President
Ron Rosen
Village Manager

The Metropolitan Alliance of Police

James M. Cronin
President
James M. Cronin
MAP PRESIDENT

Appendix A

EFFECTIVE DATE	Starting	After 1 Year	After 4 Years	After 7 Years
May 1, 2009	STEP 1	STEP 2	STEP 3	STEP 4
Hourly	\$39.39	\$42.04	\$43.36	\$44.68
Annual	\$81,931.20	\$87,443.20	\$90,188.80	\$92,934.40
EFFECTIVE DATE	Starting	After 1 Year	After 4 Years	After 7 Years
May 1, 2010	STEP 1	STEP 2	STEP 3	STEP 4
Hourly	\$40.47	\$43.20	\$44.55	\$45.91
Annual	\$84,184.31	\$89,847.89	\$92,668.99	\$95,490.10

Physical Fitness Standards

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

AVERAGE SCORE	AWARD
4.00 – 4.24	\$25.00
4.25 – 4.49	\$50.00
4.50 – 4.74	\$100.00
4.75 – 4.99	\$150.00
5.00	\$175.00

Rating Chart FOR Physical Fitness Standards

MAP AGREEMENT

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)