



**Collective Bargaining Agreement**  
**Between**  
**Metropolitan Alliance of Police**  
**Hanover Park Civilian**  
**Chapter # 684**  
**and**  
**Village of Hanover Park**  
**2013 - 2017**

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## 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 civilian employees 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 civilian employees 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 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 I**  
**RECOGNITION AND REPRESENTATION**

**Section 1. Recognition.**

The Village agrees during the term of this agreement to recognize the Association as the sole and exclusive bargaining agent with respect to wages, hours and conditions of employment for employees in the following unit, as recognized by the Board on October 11, 2012, in Case No. S-RC-13-005:

Included: All full-time and part-time employees of the Village of Hanover Park in the following titles: Accreditation & Grants Manager; Appearance Officer; Community Service Officer; Code Enforcement Administrative Assistant; Court Services Coordinator; CSO/Code Enforcement Officer; Desk Officer; Parking Enforcement Officer; Records Clerk; Records Aide; Social Worker.

Excluded: Management, supervisory, confidential and professional employees as defined by the Illinois Public Labor Relations Act, as amended

**Section 2. 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.

**ARTICLE II**  
**MANAGEMENT RIGHTS**

**Section 1. Management Rights.**

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 2. Emergency Circumstances.**

If in the sole discretion of the Management of the Village of Hanover Park, it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, tornado conditions, floods, or other catastrophes, the provisions of this Agreement may be suspended by the management of the Village during the terms if the declared emergency, provided that wage rates, monetary fringe benefits, and accrual of seniority shall not be suspended.

For purposes of this section, the term monetary fringe benefits shall mean any monetary benefit conferred by the Village to an employee. Examples of monetary fringe benefits include, but are not limited to the following:

1. Insurance contributions
2. Overtime compensation
3. Accrual of paid vacation
4. Accrual of compensatory time
5. Accrual of sick time
6. Accrual of holiday pay
7. Regular hourly paid wages.

**Section 3. Right to Budget**

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 employees as are employed from time to time during the term of this Agreement.

### **ARTICLE III** **UNION DUES**

#### **Section 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 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 the 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:

- (a) 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.

- (b) 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.
- (c) 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 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.

### **Section 4. Successor Contract Negotiations.**

If the parties schedule a bargaining session during a time when one or more bargaining unit employees are scheduled to work, the Village will permit no more than one bargaining unit employee to attend negotiations on paid Village time. Other bargaining unit employees who wish to attend bargaining sessions during a time when they are not otherwise scheduled to work may use any accrued vacation or compensatory leave (not sick leave) to attend. All bargaining unit employees who wish to attend a bargaining session during a time when they are otherwise scheduled to work must first obtain the approval of their supervisor.

**ARTICLE IV**  
**NO STRIKE, NO LOCKOUT**

**Section 1. No Strike.**

MAP and the employees covered by this agreement recognize and agree that the rendering of 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 bargaining unit employee 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 2. Discipline.**

Any or all employees who violate any provisions of this Article may be disciplined or discharged by the Employer.

**Section 3. Grievance Limitation.**

The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 4.1 is whether or not the employee(s) actually engaged in such prohibited conduct.

**Section 4. Judicial Restraint.**

Nothing herein shall preclude the Village of Hanover Park or the Union from seeking judicial restraint and damages in the event either Party violates this Article.

**Section 5. Duty to Notify.**

MAP agrees to notify all employees of their obligation and responsibility for maintain 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 employees violating Section 1 of this article to return to work.

**Section 6. No Lockout.**

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

**ARTICLE V**  
**GRIEVANCE PROCEDURE**

**Section 1. Definition.**

A grievance is any dispute or difference of opinion between an employee 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 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 employee 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 employee. The grievance shall be submitted within the time limits set forth above, and filed with the employee'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 employee with a written decision within four (4) days of receipt of the written grievance.

**Step 2** – If the employee 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 (normally, a Lieutenant or Deputy Chief), 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 employee with a written decision within four (4) calendar days of receipt of the grievance.

**Step 3** – If the employee 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 employee with written decision within ten (10) calendar days of receipt of the grievance.

**Step 4** – If the employee 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 five (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:

The parties shall jointly request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of seven (7) arbitrators who are residents of Illinois, Indiana, and Wisconsin, and who are members of the National Academy of Arbitrators. The party requesting arbitration shall pay the cost of the arbitration panel. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. The party rejecting the panel shall pay the cost of the new panel. Both the Village and MAP shall have the right to strike three (3) names from the panel. The party requesting the arbitration shall strike the first three names; the other party shall then strike three names. The person remaining shall be the arbitrator.

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 the Association and Village representatives.

The Village and MAP shall have the right to request the arbitrator to require the presence of witness or documents. The Village and MAP retain the right to employ legal counsel.

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. The parties agree that this is a jurisdictional deadline which may only be waived by agreement of the parties. Any award issued after this deadline shall be considered a non-binding, advisory opinion.

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

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 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 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. The parties agree that the "continuing violation" doctrine may not be used to process an otherwise untimely grievance.

**Section 5. Union Grievance Processing.**

Grievances may be processed by MAP on behalf of an employee or on behalf of a group of employees, setting forth with specificity the name(s) of the employee(s). Either party may have the grievant or one grievant representing a group of grievant present at any step of the grievance procedure, and the employee is entitled to MAP representation at each step of the grievance procedure. The resolution of a grievance filed on behalf of one or more employees shall be applicable to all employees within a group.

**Section 6. Extensions of Time.**

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

**Section 7. Work Now, Grieve Later.**

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

**Section 8. Late Village Response.**

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

**Section 9. Late Filing or Late Appeal.**

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 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 VI** **DISCIPLINE**

### **Section 1. Discipline**

The Police Chief or his designee may discipline or dismiss any or all non-probationary employees for cause. Suspensions of one or more days and dismissals may be appealed under the Grievance Procedure, Article 5. Oral reprimands and written warnings shall not be subject to the grievance procedure. 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 Employee 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 Employee with or without back pay (or a portion thereof.)

In the event an Employee 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.

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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 2. Notice of Disciplinary Action.**

The Chief of Police or his designee shall notify an employee, 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.

**Section 3. Investigatory Interviews.**

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

**ARTICLE VII**  
**EDUCATIONAL OPPORTUNITIES**

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 VIII**  
**HOURS OF WORK AND OVERTIME**

**Section 1. No Guarantee.**

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 employees covered by this bargaining agreement.

**Section 2. Hours of Work and Work Schedules.**

The Chief of Police reserves the right to schedule the hours of work for employees covered under this Agreement. Full time employees covered by this Agreement shall be available to work during their assigned shift, and will receive a thirty (30) minute paid meal period.

When workload allows, in the discretion of the Chief of Police or his designee, full time employees may receive two (2) fifteen (15) minute paid breaks as approved and scheduled by their immediate, non-bargaining unit supervisor.

**Section 3. Overtime.**

Time worked by Employees in excess of forty (40) hours per week shall be paid at the rate of one and one-half (1-1/2) times the Employees' regular hourly straight time rate of pay. Overtime pay shall not be paid more than once for the same hours worked. There shall be no pyramiding of overtime, and under no circumstances shall the Village be obligated to pay for time not actually worked by the Employee claiming pay. No Employee shall work more than sixteen (16) hours in a twenty-four (24) hour period, regardless of the work schedule in force at the time, except in an emergency as determined by the Chief or his/her designee. For purposes of this section, the term "hours worked" shall include hours actually worked and any paid absence for vacation, bereavement, jury service, holidays, compensatory time, personal days, and paid sick leave. For the purpose of calculating overtime pay, the straight-time hourly rate of pay for full-time employees shall be the employee's annual salary divided by 2,080 hours.

**Section 4. Call Back Time.**

An Employee who is called back to duty after leaving work shall be guaranteed work until his/her next scheduled starting time or for two (2) hours, whichever is less, or pay in lieu thereof at the applicable straight-time or overtime rate of pay. Call back does not include scheduled meetings, training programs, court appearances, or similar scheduled events.

**Section 5. Court Time.**

An off-duty Employee who is called for an appearance at court shall be guaranteed no less than two (2) hours work or, in lieu thereof, two (2) hours pay at the applicable straight time or overtime rate of pay. If a Village vehicle is not available for the Employee's use, he/she may utilize his/her own personal vehicle and obtain mileage reimbursement under the Village's travel policy.

**Section 6. Compensatory Time Option**

Each Employee shall be allowed compensatory time off upon his/her request and subject to the approval of the Chief of Police or his designee. Once a request for compensatory time off has been granted, said time off may not be canceled except at the request of the Employee or to cover an emergency. An Employee will have the discretion of designating overtime hours as compensation, or receiving those hours as Compensatory Time at a rate of one and one-half times the hours worked.

Notwithstanding any other provision of this Agreement, no Employee may accrue more than sixty (60) hours of compensatory time during any calendar year, nor shall an Employee's accrued compensatory time exceed sixty (60) hours at any time. On or about the last payroll cycle of each calendar year, the Village will, at the Employee's option, buyout any earned but unused compensatory time off in excess of twenty-four (24) hours at the employee's existing hourly rate of pay.

Upon termination, an Employee shall receive compensation for all compensatory time accrued but not used at his/her then hourly rate of pay.

**Section 7. Court Standby.**

An off-duty employee 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 8. Required Overtime.**

The Chief of Police or his designee shall have the right to require overtime work.

**Section 9. No Pyramiding.**

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

**ARTICLE IX**  
**VACATIONS**

**Section 1. Vacation Leave.**

Full time bargaining unit employees shall be eligible for paid vacation time after the completion of his or her probationary period with the Village. Eligible employees shall accrue vacation leave each payroll period based upon the following schedule:

<u>Years of Continuous Full-Time Service</u>	<u>Annual Vacation Leave</u>
1 through 5 years	10 days
6 through 12 years	15 days
13 years or more	20 days

**Section 2. Vacation Eligibility.**

In order to be eligible to earn vacation leave during a given payroll period, the full time employee must be on the active payroll and must actually work at least one-half (1/2) of his regularly scheduled hours in such payroll period. If an employee remains on the active payroll but is receiving worker's compensation for a compensable injury, then such employee may continue to accrue paid vacation leave for a period not to exceed six (6) months from the date of the employee's injury. If an employee remains in any type of unpaid pay status (excluding leave pursuant to the Family and Medical Leave Act) for five (5) or more consecutive work days, then such employee shall not be eligible to earn any further vacation leave so long as he or she remains in any type of unpaid pay status.

**Section 3. Vacation Pay.**

The rate of vacation pay shall be the Employee's regular rate of pay in effect for the Employee's job classification on the payday immediately preceding the Employee's vacation.

**Section 4. Vacation Scheduling.**

Vacations shall be scheduled insofar as practicable at times desired by each employee, with the determination of preference being made on the basis of an employee's length of continuous service. It is expressly understood that the final right to designate all vacation periods and the maximum number of employee(s), both within a classification and Department-wide, who may be on vacation at any time is exclusively reserved by the Chief of Police in order to ensure the orderly performance of services provided by the Village.

**Section 5. Separation.**

An Employee who leaves the employment of the Village in good standing and with two (2) weeks written notice shall be compensated for vacation which is accrued and unused on the date of termination at his/her then hourly rate of pay. The date of termination cannot be extended by use of vacation.

**Section 6. Units of Leave.**

Vacation leave shall not be taken in units of less than one-half hour.

**ARTICLE X**  
**HOLIDAYS**

**Section 1. Designation of Holidays.**

The following days shall be considered paid holidays during the term of this Agreement:

New Year's Day (January 1st)  
Presidents Day (Third Monday in February)  
Memorial Day (Last Monday in May)  
Independence Day (July 4th)  
Labor Day (First Monday in September)  
Thanksgiving Day (Fourth Thursday in November)  
Friday After Thanksgiving  
Christmas Eve Day (December 24th)  
Christmas Day (December 25th)

Holidays will be observed on the actual day of the holiday.

**Section 2. Eligibility Requirements.**

In order to be eligible for holiday pay, an employee must work in the week in which the holiday falls and must work his full scheduled working day on the holiday and immediately preceding and immediately following the holiday unless proof of sickness or excusable absence is established to the satisfaction of the Chief of Police. Employees who are suspended, who are on disability leave (excluding leave pursuant to the Family and Medical Leave Act), who are on pension, or any other inactive payroll status shall not be eligible for holiday pay.

Part-time employees, excluding seasonal/temporary and occasional employees, are eligible for paid holidays which will be paid on a pro-rated basis in accordance with the hours they were hired to work.

**Section 3. Pay for Holiday Work.**

If the Village requires a full time employee to work on a recognized holiday, then the employee shall receive his regular, straight time pay for working on the holiday in addition to his holiday pay. The straight time holiday pay shall not be included in the calculation of hours worked if the employee actually works on the day of the observed holiday.

**Section 4. Personal Holidays.**

Full-time employees on the active payroll earn Personal Holidays as follows:

1 day January 1st  
1 day May 1st  
1 day September 1st

This totals three (3) days annually for all active full-time employees. Personal holidays must be taken during the calendar year earned and may not be carried over to the next calendar year without specific authorization from the Village Manager or her designee.

Personal Holidays may be used by employees who wish to observe religious holy days that are not otherwise observed as established holidays by the Village. Employees whose religious beliefs require the observance of additional days beyond the three Personal Holidays may observe those additional days using other accrued leave, other than sick leave, or as unpaid leave without threat of job loss.

## **ARTICLE XI** **INSURANCE**

### **Section 1. Life Insurance.**

During the term of this Agreement, the Village shall provide to each full-time bargaining unit member group term life insurance in an amount equal to each employee's annual base salary rounded up to the next higher thousand. 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 Employees 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. This shall also include for full time employees any cash incentives offered to other represented groups within the Village should the member take insurance coverage from another source.

### **Section 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 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 Employees 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. So long as the Village offers an "opt-out" incentive non-bargaining unit employees, the Village shall offer that same benefit to bargaining unit employees.

### **Section 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 or substantially similar 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 5. Retiree Health Coverage.**

Full time employees retiring after 20 years of continuous service with the Village may elect to continue their health care coverage, until the employee is Medicare eligible. In order to continue such coverage, a retired Employee must pay the full cost of the class of coverage which he/she elects. Once an employee is Medicare-eligible, the employee may participate in the Village's Medicare-supplement insurance program if the employee pays the full cost of the class of supplemental coverage which he/she elects.

**Section 6. Section 125 Program.**

A Section 125 Program shall be made available during the term of this Agreement. Under this Program, Employees may elect to pay their contributions for health care coverage (including dental) on a pre-tax basis by contributing the appropriate amount to the Program. Each Employee shall be given, at the time of hire and at the time of any changes in the Program, a written description of the Section 125 Program.

**Section 7. Terms of Insurance Policies to Govern.**

The extent of coverage under the insurance policies or plans referred to in 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.

**Section 8. Worker's Compensation.**

Employees who are receiving worker's compensation benefits shall receive their health insurance benefits by paying their normal monthly premiums for the first twelve months of a covered injury. After twelve months, the employee must pay 100% of the monthly premium in order to maintain coverage on the Village's health insurance plan.

**ARTICLE XII**  
**SICK LEAVE**

**Section 1. Purpose.**

The purpose of sick leave is to provide an employee with protection against loss of income due to personal sickness or injury which prevents the performance of normal job duties.

**Section 2. Sick Leave.**

Full time employees earn paid sick leave at the rate of one (1) work day for each completed month the employee is on the active payroll. Part time employees shall accrue no sick leave. Employees receiving workers' compensation benefits for a compensable injury may continue to accrue sick leave for a period not to exceed six (6) months. Paid sick leave may only be used for personal illness or illness in an employee's immediate family which necessitates the absence of the employee from work. For purposes of this Section, an employee's immediate family shall only include the employee's spouse, child, or parent. If an employee fails to provide such notice, then his absence shall be considered an absence without pay and may subject the employee to discipline, as well. Exceptions to the notification requirements set forth in this Section may be made at the discretion of the Village.

An employee shall not be paid for the first day of each sick leave occurrence beginning with the fifth 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.

Any employee who is dismissed, laid off or otherwise terminates their employment with the Village forfeits all accrued sick leave benefits.

As a condition to eligibility for paid sick leave under this Section, the Village may require, at its discretion, any employee to submit a physician's certification of illness when the employee has been off sick for three (3) consecutive work days; has had repeated illnesses of shorter periods; calls in sick on the day of, before or after a holiday; or in such other circumstances as may be deemed appropriate by the Chief of Police or the Human Resource Director. The Village also reserves the right, at its discretion, to require an employee utilizing sick leave to submit at any time during such leave to an examination by a doctor designated by the Village, at the Village's expense.

Except as otherwise noted herein, regular sick leave may be accumulated up to a total of not more than one hundred twenty (120) work days per employee.

**Section 3. Major Illness Bank.**

When an employee's regular accrued sick leave balance reaches the one hundred twenty (120) day limit stated above, additional accrued sick leave days shall be credited to an employee's "major illness bank". The major illness bank shall also have a limit of one hundred

twenty (120) work days. Sick leave days accrued in this major illness bank shall only be used when: (a) the employee himself/herself is stricken with a major illness as determined by the Village; (b) has exhausted all of his/her regular sick leave days; and (c) use of sick leave days from the major illness bank is specifically authorized by the Village Manager. Under no circumstances shall sick leave days accumulated in the major illness bank be used for incidental or occasional illnesses. Sick leave may only be accrued into the major illness bank while an employee's regular sick leave benefit days have reached the one hundred twenty (120) day maximum described above.

#### **Section 4. Childbirth by Spouse.**

An Employee may take sixteen (16) hours of his/her accrued sick days in the event of childbirth by his/her spouse or civil union partner whose "civil union" is officially certified pursuant to the procedures set forth in Public Act 96-1513, or in the event of adoption, on the day when the child is physically placed in the home.

#### **Section 5. Notification of Supervisor Within One Hour.**

To receive compensation while absent on sick leave, the employee shall notify the immediate supervisor or his/her designee at least one (1) hour prior to the time set for beginning his/her daily duties, unless an emergency situation exists; and then the employee shall contact their immediate supervisor as soon as they are able to do so.

#### **Section 6. Use of Sick Leave.**

The Union agrees that it will cooperate with the Employer in discouraging the abuse of sick leave. The Union agrees that sick leave abuse imposes an inappropriate financial burden on the Village and, by forcing employees to work overtime, creates a safety risk.

#### **Section 7. Unused Sick Days.**

If an employee participates in the Illinois Municipal Retirement Fund (IMRF), the employee may qualify for a maximum of one year of additional pension service credit for his or her unused, accumulated sick leave, at the rate of one month for every twenty (20) days of unpaid, unused sick leave or fraction thereof. Both regular and Major Illness Bank sick leave balances may be used for this IMRF benefit in accordance with IMRF rules and regulations.

#### **Section 8. Evaluations.**

Sick leave usage will be considered in evaluating employee 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.

**ARTICLE XIII**  
**LEAVES OF ABSENCE**

**Section 1. Allowable Absence Specified.**

The Village will offer Employees leaves of absence in accordance with its policies which apply generally to employees of the Village, which may be modified from time-to-time.

**Section 2. 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. The term "spouse" shall include any party to a civil union, as defined by Illinois Public Act 96-1513.

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).

**Section 3. Non-Employment Elsewhere.**

A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Any employee who engages in employment elsewhere (including self-employment) while on any leave of absence may be immediately terminated by the Village.

**ARTICLE XIV**  
**SENIORITY, LAYOFF, AND RECALL**

**Section 1. Seniority.**

Full-time seniority shall be based on the length of time from the last date of beginning continuous full-time employment in any position covered by this Agreement, less adjustments for layoff or approved leaves of absence without pay (other than military leave) of thirty (30) days or more. If the length of time is equal, then the person whose name comes first alphabetically (last name, first name) will be considered to have more seniority.

Part-time seniority shall be based on the date of hire, less adjustments for layoff or approved leaves of absence without pay (other than military leave) of thirty (30) days or more. If the length of time is equal, then the person whose name comes first alphabetically (last name, first name) will be considered to have more seniority.

**Section 2. Probation.**

All new employees and those hired after loss of seniority shall be considered probationary employees until they have completed a probationary period of twelve (12) months. The probationary period may be extended up to six (6) months by the Chief in his discretion. Time absent from duty or not served for any reason shall not apply toward satisfaction of the probationary period, except for paid sick leave. During an employee's probationary period, the employee may be suspended, laid off or terminated without cause at the sole discretion of the Village. Such probationary employee shall have no recourse to the grievance procedure to contest such a suspension, layoff or termination. Furthermore, there shall be no seniority among probationary employees. Upon successful completion of the probationary period, a full-time employee shall acquire seniority which shall be retroactive to his last date of hire with the Village in a position covered by this Agreement.

**Section 3. Seniority List.**

On or before January 1 of each new calendar year, the Village will provide the Union 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 the Union's receipt of the list.

**Section 4. Layoffs.**

If the Village in its discretion determines that a layoff of an employee or employees within a position classification is necessary, then the Village will normally consider skill and ability when deciding which employee or employees to layoff. If skill and ability are equal between two (2) affected employees, then seniority shall be the determining factor.

Non-probationary employees who are laid off pursuant to the above paragraph shall be placed on a recall list for a maximum period of one year following the date of layoff. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to

which they are recalled without further training. An employee may only be recalled to the same or a lower paying bargaining unit job classification. If an employee is recalled to a lower paying job classification, the employee shall be compensated at the rate of pay applicable to such job classification. The Employer shall not hire new employees in bargaining unit positions from which employees have been laid off as long as there are still eligible employees on the recall list who are presently qualified to perform the work in the affected job classification who are willing to be recalled to said classification. The Village and Union recognize that certain employees have certificates that may expire during the period of time while the employee is on layoff, and both parties agree and understand that a recalled employee will be given an opportunity to re-certify within six (6) months on an expired certification.

It shall be the responsibility of an employee on the recall list to provide the Employer with an address to which a recall notice can be sent. Any employee who declines a recall under this Section shall forfeit further recall rights.

**Section 5. Effects of Layoff.**

Any employee who is laid off as a result of the Village's decision to implement a layoff shall, in addition to the recall rights set forth above:

Be paid for any earned but unused vacation days; and

Be permitted to remain in the Village's group insurance program at the employee's cost for a period of time not to exceed eighteen (18) months from the effective date of layoff by paying in advance each month the full applicable monthly premium.

**Section 6. Termination of Seniority.**

Seniority and the employment relationship shall be terminated for all purposes if the employee:

- (a) quits;
- (b) is discharged;
- (c) retires or is retired;
- (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) falsified his employment application;
- (f) fails to report to work within seventy-two (72) hours after the conclusion of an authorized leave of absence;
- (g) is laid off and fails to notify the Village of his intent to return to work within ten (10) calendar days after the Village mailed his notice of recall;
- (h) is laid off for a period in excess of one year;
- (i) does not perform work for the Village (except for military service in accordance with state and federal law) for a period in excess of one year;
- (j) is absent for three (3) consecutive working days without notifying the Village.

**ARTICLE XV**  
**WAGES**

**Section 15.1. Wage Schedule.**

Effective May 1, 2016, employees who are "in-step" (defined as not having reached Step 20) shall be eligible for a step increase on their anniversary date. The anniversary date for each employee shall be based on the date on which an employee began Village service in his or her current position. 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" employee 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 rating of at least "meets standards" on the annual performance appraisal.

If an employee's evaluation is determined to be unsatisfactory, that is, less than a rating of "meets standards", 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 an employee'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, an employee's performance is determined to be satisfactory, a step increase shall be granted starting from the 91st day of the employee's employment year. No salary adjustment, based on a 90-day or 180-day extended evaluation period, shall be retroactive.

If an employee 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 2. Base Pay Adjustments.**

Effective May 1, 2013, all bargaining unit employees who are employed on the date of contract ratification shall receive a 2.0% wage increase, retroactive to that date.

Effective May 1, 2014, all bargaining unit employees who are employed on the date of contract ratification shall receive a 2.0% wage increase, retroactive to that date.

Effective May 1, 2015, all bargaining unit employees who are employed on the date of contract ratification shall be placed in the Salary Schedule attached as Appendix A. Employees shall be placed in their next-closest step based on their salary as of April 30, 2015. There shall be no step movement from May 1, 2015 to April 30, 2016. Any employee whose salary is greater than the top step salary shown in Appendix A shall be "red circled" at their current rate of pay and shall not suffer any loss of compensation.

Beginning May 1, 2015, any employee who received a satisfactory performance rating and who is at or above the top step of the pay range for his or her position on May 1 of each year shall receive a one-time lump sum payment of \$750.

Effective May 1, 2016, employees may advance steps on their anniversary date as specified in Section 1 above.

**ARTICLE XVI**  
**RESTRICTED DUTY**

The Village may offer Employees light duty restricted duty assignments in accordance with its policies which apply generally to employees of the Village, which may be modified from time-to-time.

**ARTICLE XVII**  
**UNIFORM ALLOWANCE**

**Section 1. Uniform Styles.**

If the Village determines that uniforms are necessary for a specific position, 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 uniform items, then it shall have the option of phasing in any said change or immediately effecting the change for any or all employees.

**Section 2. Uniform Replacements.**

After each employee has received his or her initial issue of uniforms and equipment, those items will be inspected annually to determine need for replacement. The Village may replace or repair any uniform or equipment items that are damaged in the line of duty, as determined by the Police Chief, or his designee.

All employees 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.

**Section 3. Return of Uniforms.**

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

**ARTICLE XVIII**  
**SECONDARY EMPLOYMENT**

**Section 1. Restrictions on Secondary Employment.**

Employees may have secondary employment, provided that they shall not be employed in any outside capacity in which they represent themselves as members of the Village of Hanover Park Police Department.

Prior to undertaking any secondary employment, and at the request of the Chief or his/her designee at reasonable intervals thereafter, the Employee shall furnish information about such employment on a form provided by the Village.

This Section also incorporates Hanover Park Police Department directive 123-A with regards to off-duty or secondary employment.

**Section 2. Liability Arising From Secondary Employment.**

Before commencing any secondary employment involving security or investigative duties, an Employee shall furnish the Village with an agreement holding the Village harmless and indemnifying it for any loss, damages, award, costs, expenses or attorney's fees incurred by the Village as a result of the Employee's secondary employment. The Village shall have no responsibility to provide any legal advice or defense to an Employee in any civil or criminal matter involving the Employee's activities in connection with his/her secondary employment.

**ARTICLE XIX**  
**NO DISCRIMINATION**

**Section 1. Prohibition Against Discrimination.**

Neither the Employer nor the Association shall discriminate against any Employee in any manner prohibited by state, federal, or local law. Any alleged violation of this Section may be grieved through Step 3 of the grievance procedure, but no further.

**Section 2. Union Activity.**

The Employer and the Association agree that no Employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by this Agreement, or in the exercise of any protected concerted activities, or on account of membership or non-membership in the Union.

**ARTICLE XX**  
**NON-GRIEVANCE MEETINGS AND RULES**

**Section 1. Labor-Management Meetings.**

At the request of MAP or the Village, a Labor Management Committee may meet on a quarterly basis to discuss matters of mutual concern that do not involve negotiations. The President of the Chapter shall designate up to two bargaining unit employees to attend such meetings, and the Chief of Police shall designate up to two 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.

**Section 2. Rules and Standard Operating Procedures.**

It is the Village's prerogative to effect changes in Departmental Rules and Standard Operating Procedures. Each Employee shall receive a copy of the Departmental Rules and Standard Operating Procedures and any changes made thereto.

**ARTICLE XXI**  
**MISCELLANEOUS PROVISIONS**

**Section 1. Ratification and Amendment**

Upon ratification first by the Hanover Park Chapter of the Association and then by the Village Board, this Agreement shall become effective.

**Section 2. Maintenance of Economic Benefits**

All economic benefits which the Village is obligated to provide during the term of this Agreement are set forth herein. Economic benefits not set forth in this Agreement may be commenced, modified or discontinued by the Village at its discretion.

**Section 3. 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 solicitation 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 civilian employees 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.

**Section 4. Gender of Words**

The masculine gender as used herein shall be deemed to include the feminine gender, unless the feminine gender is clearly inappropriate in the context of the provisions(s) concerned.

**Section 5. Drug Testing.**

The Village may require employees to submit to drug testing or alcohol testing pursuant to the Village's policies that are generally applicable to its non-union employees, which policies may be modified from time to time.

**Section 6. Conflict.**

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 Employee Handbook, 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.

**Section 7. Americans With Disabilities Act.**

The parties agree that the Village has the right to take any actions necessary to be in compliance with the requirements of the Americans with Disabilities Act.

**Section 8. Residency.**

All Employees shall reside within a thirty-five (35) mile radius of Village Hall.

**ARTICLE XXII**  
**SAVINGS CLAUSE**

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction, or by any reason of any existing or subsequently enacted legislation, such decision shall apply only to the specific Article, section or portion thereof specifically specified in the board, court or agency decision or legislation, and the remaining parts or portions of this Agreement shall remain in full force and effect. In such event, upon request of either party, the parties shall meet within ten (10) days of such notification and negotiate with respect to possible replacement language for the invalidated Article, section or portion of this Agreement. The provisions of Article 4 (No-Strike; No Lockout) shall remain in effect during such negotiations.

**ARTICLE XIII**  
**COMPLETE AND 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 XXIV**  
**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, 2017. 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.

In Witness Whereof the parties have hereunto set their hands and seals this 21<sup>st</sup> day of May, 2015.

Attest:

*Eva L. Carl*  
Village Clerk

*[Signature]*  
Village of Hanover Park  
Village President

*[Signature]*  
Village Manager



**The Metropolitan Alliance of Police**

*Joseph M. Andalina*  
Joseph M. Andalina  
President

*David Justice*  
Chapter President

*Hanna Roberts*

**APPENDIX A**

Position	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6		Step 7		Step 8	
	Annual	Hourly														
Social Worker	49,192	23.65	50,176	24.12	51,160	24.60	52,144	25.07	53,127	25.54	54,111	26.02	55,095	26.49	56,079	26.96
Accreditation And Grants Manager	49,192	23.65	50,176	24.12	51,180	24.61	52,203	25.10	53,247	25.60	54,312	26.12	55,398	26.63	56,506	27.17
Community Service Officer	40,471	19.46	41,280	19.85	42,090	20.24	42,899	20.62	43,709	21.01	44,518	21.40	45,328	21.79	46,137	22.18
Code Enforcement Officer	40,471	19.46	41,280	19.85	42,090	20.24	42,899	20.62	43,709	21.01	44,518	21.40	45,328	21.79	46,137	22.18
Court Service Coordinator	40,471	19.46	41,280	19.85	42,090	20.24	42,899	20.62	43,709	21.01	44,518	21.40	45,328	21.79	46,137	22.18
Administrative Assistant - PT	40,471	19.46	41,280	19.85	42,090	20.24	42,899	20.62	43,709	21.01	44,518	21.40	45,328	21.79	46,137	22.18
Parking Enforcement Officer - FT/PT	29,432	14.15	30,021	14.43	30,069	14.72	31,198	15.00	31,787	15.28	32,375	15.57	32,964	15.85	33,552	16.13
Records Clerk	29,432	14.15	30,021	14.43	30,069	14.72	31,198	15.00	31,787	15.28	32,375	15.57	32,964	15.85	33,552	16.13
Records Aide	29,432	14.15	30,021	14.43	30,069	14.72	31,198	15.00	31,787	15.28	32,375	15.57	32,964	15.85	33,552	16.13
Desk Officer	29,432	14.15	30,021	14.43	30,069	14.72	31,198	15.00	31,787	15.28	32,375	15.57	32,964	15.85	33,552	16.13
Appearance Officer	29,432	14.15	30,021	14.43	30,069	14.72	31,198	15.00	31,787	15.28	32,375	15.57	32,964	15.85	33,552	16.13

Position	Step 9		Step 10		Step 11		Step 12		Step 13		Step 14		Step 15		Step 16	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
Social Worker	57,063	27.43	58,047	27.91	59,030	28.38	60,014	28.85	60,998	29.33	61,982	29.80	62,966	30.27	63,950	30.75
Accreditation And Grants Manager	57,636	27.71	58,789	28.26	59,965	28.83	61,164	29.41	62,388	29.99	63,635	30.59	64,908	31.21	66,206	31.83
Community Service Officer	46,946	22.57	47,756	22.96	48,565	23.35	49,375	23.74	50,184	24.13	50,993	24.52	51,803	24.91	52,612	25.29
Code Enforcement Officer	46,946	22.57	47,756	22.96	48,565	23.35	49,375	23.74	50,184	24.13	50,993	24.52	51,803	24.91	52,612	25.29
Court Service Coordinator	46,946	22.57	47,756	22.96	48,565	23.35	49,375	23.74	50,184	24.13	50,993	24.52	51,803	24.91	52,612	25.29
Administrative Assistant - PT	46,946	22.57	47,756	22.96	48,565	23.35	49,375	23.74	50,184	24.13	50,993	24.52	51,803	24.91	52,612	25.29
Parking Enforcement Officer - FT/PT	34,141	16.41	34,730	16.70	35,318	16.98	35,907	17.26	36,496	17.55	37,084	17.83	37,673	18.11	38,262	18.40
Records Clerk	34,141	16.41	34,730	16.70	35,318	16.98	35,907	17.26	36,496	17.55	37,084	17.83	37,673	18.11	38,262	18.40
Records Aide	34,141	16.41	34,730	16.70	35,318	16.98	35,907	17.26	36,496	17.55	37,084	17.83	37,673	18.11	38,262	18.40
Desk Officer	34,141	16.41	34,730	16.70	35,318	16.98	35,907	17.26	36,496	17.55	37,084	17.83	37,673	18.11	38,262	18.40
Appearance Officer	34,141	16.41	34,730	16.70	35,318	16.98	35,907	17.26	36,496	17.55	37,084	17.83	37,673	18.11	38,262	18.40

Position	Step 17		Step 18		Step 19		Step 20	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
Social Worker	64,933	31.22	65,917	31.69	66,901	32.16	68,869	33.11
Accreditation And Grants Manager	67,530	32.47	68,881	33.12	70,258	33.78	71,663	34.45
Community Service Officer	53,422	25.68	54,231	26.07	55,041	26.46	56,659	27.24
Code Enforcement Officer	53,422	25.68	54,231	26.07	55,041	26.46	56,659	27.24
Court Service Coordinator	53,422	25.68	54,231	26.07	55,041	26.46	56,659	27.24
Administrative Assistant - PT	53,422	25.68	54,231	26.07	55,041	26.46	56,659	27.24
Parking Enforcement Officer – FT/PT	38,850	18.68	39,439	18.96	40,028	19.24	41,205	19.81
Records Clerk	38,850	18.68	39,439	18.96	40,028	19.24	41,205	19.81
Records Aide	38,850	18.68	39,439	18.96	40,028	19.24	41,205	19.81
Desk Officer	38,850	18.68	39,439	18.96	40,028	19.24	41,205	19.81
Appearance Officer	38,850	18.68	39,439	18.96	40,028	19.24	41,205	19.81

**“RED CIRCLE” Employees’ Wage Schedule**

Position	5/01/2012		5/01/2013		5/01/2014-4/30/17*	
	Annual	Hourly	Annual	Hourly	Annual	Hourly
Records Clerk	47,173.00	22.68	48,116.66	23.13	49,079.00	23.60
Records Clerk	44,121.00	21.21	45,003.42	21.64	45,903.49	22.07
Records Clerk	40,232.79	19.34	4,1037.45	19.73	41,858.10	20.12
Community Service Officer	67,321.40	32.37	68,667.83	33.01	70,041.18	33.67
Community Service Officer	65,807.04	31.64	67,123.18	32.27	68,465.64	32.92
C.S.O. - Code Enforcement Officer	67,487.91	32.45	68,836.65	33.09	70,213.38	33.76

\* RED CIRCLE Employees receive an annual \$ 750.00 bonus on May 1, 2015 and May 1, 2016 respectively which for purposes of IMRF benefits is included in the pension calculation.

## Appendix B

### Side Letter of Agreement Between Metropolitan Alliance of Police, Chapter #684 Civilians And The Village of Hanover Park

This Side Letter of Agreement is entered into between the Metropolitan Alliance of Police, Chapter #684 (Civilians) ("Union") and the Village of Hanover Park ("Village"). The terms of this Side Letter of Agreement are as follows:

1. The Village and the Union agree to amend Article X, Section 1 of the bargaining agreement by changing the language of that section as follows:

Holidays will be observed on the actual day of the holiday, **unless the holiday falls on a weekend. If the holiday falls on a Saturday, it will be observed the preceding Friday. If the holiday falls on a Sunday, it will be observed on the following Monday.**

2. The Village and the Union agree to amend Article X, Section 3 of the bargaining agreement so that the Section reads as follows:

#### **Section 3. Pay for Holiday Work.**

If the Village requires a full-time employee to work on the day when a recognized holiday is observed, then the employee shall receive his regular, straight time pay for working the holiday in addition to his holiday pay. The straight time holiday pay shall not be included in the calculation of hours worked if the employee actually works on the day of the observed holiday.

If the Village does not require a full time employee to work on an observed holiday, then the employee shall receive only his holiday pay. Said holiday pay is subject to the terms described in Section 2 of this Article X. Employees whose normal day off falls on the observed holiday will receive eight hours of holiday pay.

The Chief or his designee shall decide which employees are required to work on an observed holiday due to the needs of the Department.

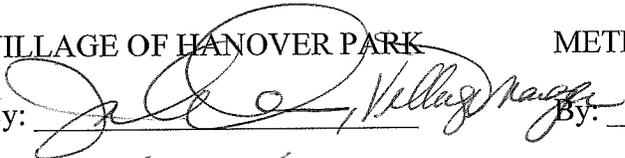
3. The Village and the Union agree that if an employee is scheduled to attend Court for official business on behalf of the Village of Hanover Park during the employee's off-duty hours, and if the employee cannot attend court but instead calls in sick, the absence will be counted as an "occurrence" under in Article XII of the Collective Bargaining Agreement.
4. The parties agree that this Appendix B, Side Letter of Agreement, will be attached to and become a part of the parties' collective bargaining agreement, and its terms will be enforceable through the parties' contractual grievance procedure. The term of this

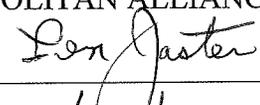
contract shall be governed by the duration clause in Article XXIV of that bargaining agreement.

**AGREED:**

VILLAGE OF HANOVER PARK

METROPOLITAN ALLIANCE OF POLICE

By:  Village Rep.

By:  Len Jaster

Date: 2-12-16

Date: 2/11/16