



RESOLUTION NO. 04-19-10-15

A RESOLUTION AUTHORIZING THE EXECUTION  
OF AN AGREEMENT – METROPOLITAN ALLIANCE OF POLICE

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Mayor and Village Clerk be, and the same are, hereby authorized and directed to execute an agreement with Metropolitan Alliance of Police, in substantially the form attached hereto and Exhibit "A", and, by this reference, made a part hereof.

The foregoing Resolution was adopted by a roll call vote as follows:

AYES: Riess, Morgan, Wright, Corrigan

NAYS: 0

ABSENT AND NOT VOTING: Arzai, Welch

APPROVED: Joseph Mancino  
Joseph Mancino, Mayor

ATTEST: Donna Lobaito  
Donna Lobaito, Village Clerk

ADOPTED: April 19, 2010

APPROVED: April 19, 2010

**AGREEMENT**  
**BETWEEN**  
**THE VILLAGE OF HAWTHORN WOODS**  
**AND**  
**METROPOLITAN ALLIANCE OF POLICE**  
**HAWTHORN WOODS POLICE CHAPTER #483**  
**January 1, 2010 – December 31, 2011**

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PREAMBLE

THIS AGREEMENT is entered into by the VILLAGE OF HAWTHORN WOODS, Illinois (the "Village") and the METROPOLITAN ALLIANCE OF POLICE, HAWTHORN WOODS POLICE CHAPTER, #483 (the "Union") this 19<sup>th</sup> day of April, 2010, and is in recognition of the Union's status as the representative of certain of the Village's full-time employees and has as its basis purpose the promotion of harmonious relations between the parties, the establishment of an equitable and orderly procedure for resolving differences arising out of the employment relationship and the establishment of an entire agreement covering rates of pay, hours of work; and other conditions of employment for employees of the Village in the unit described in Article I hereof. Therefore, in consideration of the mutual promises and agreements contained in this Agreement, the Village and the Union do mutually promise and agree as follows:

## ARTICLE I

### RECOGNITION OF BARGAINING AGENT

**Section 1.1 Recognition of Bargaining Agent.** The Village agrees during the term of this Agreement to recognize the Union as the sole and exclusive bargaining agent with respect to wages, hours and conditions of employment for employees in the following unit:

All full-time sworn peace officers, excluding the Chief of Police, Commanders, Lieutenants, Sergeants, part-time officers, civilian employees and any supervisory, managerial or confidential employees and all other employees of the Village of Hawthorn Woods.

The probationary period shall be eighteen (18) months following the officer's date of hire. Time absent from duty or not served shall not apply toward satisfaction of the probationary period. During the probationary period, an officer is entitled to all rights, privileges or benefit under this Agreement, except as limited by the express terms of this Agreement, which limitations include that the Village may suspend or discharge a probationary employee without cause, and such employee shall have no recourse to the grievance procedure or the Hawthorn Woods Board of Police Commissioners to contest the suspension or discharge.

**Section 1.2 Fair Representation.** The Union recognizes its responsibility as the exclusive bargaining agent of all employees in the bargaining unit and agrees to fairly represent each and every employee regardless of whether they are members of the Union.

**Section 1.3 Gender.** In this contract, the pronouns "He, Him, and His" shall refer to both male and female employees equally.

ARTICLE II  
MANAGEMENT RIGHTS

**Section 2.1 Management.** Except as specifically limited by the express provisions of this Agreement, and subject to the powers of the Hawthorn Woods Board of Police Commissioners, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services, policies, practices and missions of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to deploy employees both internally and externally to other police-related assignments or functions; to schedule and assign work; to establish and eliminate specialty positions and to select personnel to fill them; to transfer and reassign employees; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to purchase goods and contract out services; to determine the methods, means, organization and number of personnel by which departmental operations and services shall be made or purchased; to make, alter and enforce rules, regulations, orders, policies and procedures; to evaluate, promote or demote employees and to establish the standards for such promotions; to establish performance standards; to discipline, suspend and/or discharge non-probationary employees for just cause (probationary employees without cause); to change or eliminate existing methods, practices, equipment or facilities or introduce new ones without having to negotiate over the effects of such change; to determine fitness and training needs and to assign employees to training; to determine work hours (shift hours) and to change them from time to time; to determine and implement internal investigation procedures; to take any and all actions as may be necessary to carry out the mission of the Village and the police Department in the event of civil emergency as may be declared by the Village Mayor, Police Chief or their authorized designees, which may include, but are not limited to: riots, civil disorders, tornado conditions, floods or other catastrophes or financial emergencies, and to generally carry out the mission of the Village. In addition, all rights and authority exercised by the Village prior to this Agreement, which are not enumerated above, shall be reserved and retained by the Village.

**Section 2.2. Authority of the Hawthorn Woods Board of Police Commissioners.** This Agreement is not intended and shall not be construed to diminish or modify the authority of the Hawthorn Woods Board of Police Commissioners, or any successor to it. The parties hereto expressly recognize the existing authority of said Board.

**Section 2.3. Work Rules, General Orders and Regulations.** The Village may adopt, change or modify work rules, general orders and regulations ("work rules"). The Village agrees to post or make available in the department a copy of its applicable work rules where such rules exist in writing. Whenever the Village changes rules or issues new rules applicable to employees, the Union will be given at least three (3) days' prior notice, absent emergency, before the effective date of the work rules in order that the Union may discuss such rules with the Village within that three (3) day period before they become effective, if the Union so requests.

ARTICLE III  
PERSONNEL FILES

**Section 3.1. Review Of Personnel Files.** All employees may review their respective personnel files pursuant to applicable provisions in the "Access to Personnel Records Act", Illinois Compiled Statutes Chapter 820, Section 40/11 et seq.

**Section 3.2. Purge of Personnel File.** Any oral or written reprimand shall be removed from the employee's record if, from the date of the last reprimand, eighteen (18) months has lapsed by without further discipline. Any suspension from duty due to disciplinary action shall remain in the effected officer's personnel file indefinitely.

ARTICLE IV  
UNION SECURITY

**Section 4.1. Fair Share.** During the term of this Agreement, Police Officers who are not members of the Chapter shall, commencing thirty (30) days after the effective date of this Agreement, pay a fair share fee to the Chapter for collective bargaining and contract administration services tendered by the Chapter as the exclusive representative of the Officers covered by this Agreement. Upon receipt of proper written authorization, such fair share fee shall be deducted by the Village from the earnings of non-members and remitted to the Chapter each month. The Chapter shall annually submit to the Village a list of the Officers covered by this Agreement who are not members of the Chapter and an affidavit which specifies the amount of the fair share fee, which shall be determined in accordance with the applicable law.

**Section 4.2. Dues Deduction.** Upon receipt of proper written authorization from an employee, the Employer shall deduct each month's Chapter dues in the amount certified by the Chapter or Metropolitan Alliance of Police from the pay of all officers who are members of the Chapter. Such money shall be submitted to the Metropolitan Alliance of Police within fifteen (15) days after the deductions have been made.

**Section 4.3. Union Indemnification.** The Metropolitan Alliance of Police shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and officers from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that may 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 check-off authorization furnished under any of such provisions, provided that the Village does not initiate or prosecute such action.

**Section 4.4. Bulletin Board.** The Village will make bulletin board space available in or proximate to the break room, for postings of notices of educational opportunities, notices of extra duty opportunities, notices of periodic Union meetings, and for the seniority roster. The Union shall limit its posting of notices and other materials to such bulletin board. The Union shall not post any abusive or inflammatory material or any partisan political material.

**Section 4.5. Union Business.** Union officers holding the positions of President, Vice President and Secretary shall be entitled to conduct Union business, but only while off duty and with other off duty bargaining unit personnel, provided that these individuals may conduct Union business during their scheduled lunch break if it does not interfere with police business because these individuals are on call during their scheduled lunch break.

ARTICLE V  
NO STRIKE, NO LOCKOUT

**Section 5.1. No Strike.** Neither the Union nor any officers, representatives, agents or employees of the Union nor any bargaining unit employees will call, authorize, instigate, encourage, promote, sponsor, engage in, participate in, ratify or condone any strike, sympathy strike, secondary, boycott, slowdown, speed-up, sit-down, work stoppage, withholding of services, concerted refusal to perform overtime, concerted, abnormal or unapproved enforcement procedures or policies, work-to-the-rule situation, mass resignations, mass absenteeism, organized interference, or picketing, regardless of the reason for doing so. Each employee, who holds the position with the Union or who is a steward of the Union, occupies a position of special trust and responsibility in maintaining, honoring and bringing about compliance with the provisions of this Article, as well as in remaining at work. In addition, in the event of a violation of this section of this Article, the Union agrees to inform its members of their obligation under this Agreement and to direct them to return to work immediately.

Any grievance filed under this section shall be solely limited to the issue of whether the employee or employees engaged in any conduct which violated this section.

**Section 5.2. – No Lockout.** The Village will not lockout any employees during the term of this Agreement as a result of a labor dispute with the Union. A “lockout” shall refer to a refusal by the Village to allow employees, who are scheduled to work, to actually work in order to obtain a concession with regard to rates of pay, hours of work and other conditions of employment.

ARTICLE VI  
GRIEVANCE PROCEDURE

**Section 6.1. Definition of Grievance.** A grievance is defined as a complaint, a dispute, or difference of opinion arising under and during the term of this Agreement raised by full-time sworn patrol officers or the Union involving an alleged violation, misinterpretation or misapplication of an express provision of this Agreement. All grievances and responses shall be in writing. It is understood that the grievance procedure herein does not affect or inhibit the rights of the Board of Police Commissioners or limit in any way its jurisdiction to discharge its duties and responsibilities or the Rules and Regulations adopted by the Village or the Board of Police Commissioners pursuant thereto.

**Section 6.2. Grievance Procedure.** Recognizing that grievances should be raised and settled promptly, a grievance must be raised by the affected employee and/or a Union Officer within **ten (10)** working days after the occurrence of the event giving rise to the grievance, in accordance with the following procedure (a working day includes all days whether the affected employee does or does not actually work, but shall not include Saturdays, Sundays, and holidays observed by the Village).

**Step One: Immediate Supervisor.** The employee shall submit his grievance to his non-bargaining unit supervisor of the rank of sergeant or above ("superior officer"). Such notification shall specifically state that the matter is a grievance under this Agreement and shall include a description of the event giving rise to the grievance, the date of the event, and specific provision of the Agreement alleged to have been violated and the relief requested. The superior officer shall answer the grievance within five (5) days.

**Step two: Appeal to Chief.** If the grievance is not settled in Step One, or if a timely answer is not given, the patrol officer may, within five (5) days following the superior officer's answer or expiration of the time limit set forth in Step One, file with the Chief of Police a written appeal signed by the employee. The written appeal shall include a description of the event giving rise to the grievance, the date of the event, and the provision of the Agreement alleged to have been violated and the basis upon which the grievant believes the grievance was improperly denied at the previous step. The employee and a representative of the Union (if requested by the employee) may meet with the Chief to discuss the grievance at a mutually agreeable time. If no agreement is reached in such discussion, the Chief or his designee shall give a written answer within ten (10) days of the date of the discussion.

**Step Three: Appeal to Chief Operating Officer.** If the grievance is not settled in Step Two, or if a timely answer is not given, the employee may, within ten (10) days thereafter, file with the Chief Operating Officer or his designee, a written appeal signed by the employee. The employee and a representative of the Union (if requested by employee) will meet with the Chief Operating Officer or his designee to discuss the grievance at a mutually agreeable time. If no agreement is reached in such discussion, the Chief Operating Officer or his designee will give his answer in writing within ten (10) days of the date of the discussion.

**Step Four: Arbitration.** If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration by giving written notice to the Chief Operating Officer or her designee within ten (10) days after the receipt of the Chief Operating Officer's answer in Step Three.

A. If the parties are unable to agree upon an arbitrator within ten (10) days after the Village receives the notice of referral, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators, all of whom shall be members in good standing of the National Academy of Arbitrators, and all of whom shall maintain business offices in the States of Illinois, Indiana, Michigan, Wisconsin or Iowa. Upon receipt of the panel, the Union shall strike two names and the Village shall then strike two names, and the person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject the panel of arbitrators in its entirety and request that a new panel be submitted.

B. The arbitrator shall be notified of his selection and shall be asked to set a time and place for the hearing, subject to the availability of the Village and Union representatives. Upon the request of either party, the arbitrator shall have the power to require the presence of a reasonable number of witnesses or documents.

C. The arbitrator shall have no power, in his decision or award, 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 provision of this Agreement. He shall consider and decide only the specific issue submitted to him as raised and presented in writing at Step One and shall have no authority to make his decision on any issue not so submitted. His decision shall be based solely upon an interpretation of the meaning or application of this Agreement to the facts of the grievance presented. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing. The arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. In the event the arbitrator finds a violation of the Agreement, he shall determine an appropriate remedy.

Any decision or award of the arbitrator rendered consistent with this Article shall be final and binding on the parties. The costs of the arbitration, including the fee and expenses of the arbitrator and the cost of the court reported and a written transcript, if any, shall be divided equally between the Village and the Union. Each shall be responsible for compensating its own representatives and witnesses. In the event, a party (Village or Union) refuses to comply with the provisions of a binding arbitration award, the non-complying party shall be responsible for all subsequent legal costs and fees that are associated with legal enforcement of the award; including, but not limited to attorney fees and costs for the Complaining party.

**Section 6.3. Time Limits.** No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 6.2. If a grievance is not presented by the employee or the Union within the time limits set forth above, it shall be considered waived and may not be further pursued by the employee of the Union. If a grievance is not appealed within the time limits for

the appeal set forth above, it shall be deemed settled on the basis of the last answer of the Village and shall not be subject to further appeal. If the Village fails to provide an answer within the time limits so provided, the Union may immediately appeal to the next step.

**Section 6.4. Investigation and Discussion.** All grievance discussions and investigations shall take place in a manner which does not interfere with Village operations. No time spent on grievances or other Union related matters by employees shall be considered time worked for compensation purposes unless the police Chief provides written authorization to the contrary.

**Section 6.5. Suspension or Termination.** It is understood that discipline (oral, written and all suspensions thirty days or less), are subject to the jurisdiction of the Chief and the Hawthorn Woods Board of Police Commissioners and is subject to Discipline procedure as outlined in Section 16.4 of this Agreement.

In the event an officer receives a Notice of Discharge, that officer shall file his appeal after receiving a final discharge decision made at Step 3 of the Grievance procedure. The charged officer who elects to appeal the discharge decision shall choose one of the following procedural processes:

- 1) By filing an appeal through the Step Four Arbitration clause contained within Section 6.2 of this Agreement

or

- 2) By requesting a hearing before the Hawthorn Woods' Police Commission. The hearing shall be in accordance with all state and local laws; including but not limited to 65 ILCS 5/10-2.1-17.

If an officer chooses to file his appeal through the Step Four Arbitration clause, it is clearly understood by all parties involved that the Hawthorn Woods' Police Commission no longer has venue and jurisdictional authority over the matter.

ARTICLE VII  
HOURS OF WORK, OVERTIME, AND COMPENSATORY TIME

**Section 7.1. Purpose.** This Article defines the normal hours of work, and establishes the basis for the calculation of overtime. It is, however not, a guarantee of hours of work per day, work period, month or year. It is not intended to establish a right to compensation in any form for time not worked except as specifically provided for this Article.

**Section 7.2. Shift Schedule.** Covered employees shall be entitled to pick work shifts on a seniority basis, provided the Village agrees to such shifts. Said shifts shall be selected on an annual basis. The Village shall post each year's schedule on November 1<sup>st</sup> upon which each officer will pick his desired shift. The new schedule will then become effective on January 1<sup>st</sup> of the following year and will remain in effect until December 31<sup>st</sup> of the same year. The Village may change the established schedule from time to time as operational needs dictate. If a change in the current schedule is contemplated which will effect a majority, (more than fifty percent) of the bargaining unit, the Chief or his/her designee will discuss such changes with bargaining unit representatives prior to such implementation. The Village will give affected employees at least five (5) calendar days written notice prior to the actual implementation of any deviation from the established schedule, if the Village foresees that the deviation will last longer than two (2) weeks.

The Village shall provide to all employees covered by this Agreement, a written work schedule for a period of at least ninety (90) days in duration, provided that such schedule may be changed by the village as described above. Said schedule shall be posted at least thirty (30) days prior to its effective date.

**Section 7.3. Exchanging Shift Assignments.** Covered employees requesting to switch days off or switch duty tours with other Officers must submit written requests at least forty eight (48) hours in advance of the first scheduled change, absent emergency conditions. Emergency switches must carry the authorization of the Chief of Police or Deputy Chief or his designee. Switches must carry prior approval of the supervisors of all shifts affected by the change. The requests shall not be honored if granting such a request would adversely affect police department operations or create an overtime situation.

**Section 7.4. Normal Workday.** Except as provided elsewhere in this Article, the normal two week workday shall consist of six (6) - twelve hour days and one (1) - eight hour day including a one-half (1/2) hour paid lunch and two (2) - twenty minute paid breaks provided, however, lunch periods may not be combined with breaks. If an Officer's lunch is seriously interrupted by emergency work duties, the Officer shall be allowed to take additional time off for lunch to account for his thirty (30) minute lunch period, work load permitting.

Covered employees, except in emergency situations, will be relieved for a meal break. The employer will make every reasonable effort to allow covered employees to fully utilize their rest periods.

**Section 7.5. Overtime Hours and Scheduling.** Covered Employees shall receive payment at time and one-half their regular hourly rate of pay for all hours worked in excess of a regularly scheduled shift, provided that the Village has approved it in advance. The current Village practices regarding overtime hours and scheduling shall be continued.

**Section 7.6. Court Time.** An officer, who is required by the Village to be in court while off duty, shall be compensated at one and one-half (1-1/2) times his regular hourly rate of pay for hours spent on court time, with a minimum of two (2) hours compensation.

**Section 7.7. Call-Out Pay.** A "call out" is defined as an official assignment of work outside of the employee's residence which does not continuously precede or follow an Officer's regularly scheduled working hours. Call outs shall be compensated at time and one half (1/2) for all hours worked on call-out. A minimum of two (2) hour's pay will be guaranteed for all call-outs, including department meetings. A maximum of three (3) hours pay will be provided for range practices.

**Section 7.8. No Pyramiding.** Overtime compensation shall not be paid more than once for the same hours under any provisions of this Article or this Agreement or under any State or Federal law.

**Section 7.9. Extra Details.** The current Village practices regarding the assignment of extra details shall be continued.

**Section 7.10. Compensatory Time.** Compensatory time is accumulated at the rate of time and a half and placed in a compensatory bank at the discretion of the officer in lieu of monetary compensation for overtime. The Chief of Police or his designee must approve the time or times at which the officers may take said compensatory time. All requests for compensatory time off shall be in writing and submitted to the Chief of Police or his designee for approval. The approval of the Chief of Police or his designee shall not be unreasonably withheld on condition that any request for compensatory time does not create an overtime situation.

Absent exigent circumstances or prior approval of Chief of Police and/or her designee, compensatory time shall not be substituted in lieu of sick time.

A compensatory bank shall allow an officer to accrue said compensatory time up to a maximum of eighty (80) hours.

**Section 7.11 Part-Time Police Officers.** The Village may employ part-time police officers, who have been certified by the Illinois Law Enforcement Training Standards Board, to perform duties allowed by 65 ILCS 5/3.1-30-21.

ARTICLE VIII  
VACATIONS

**Section 8.1. Eligibility and Allowances.** All employees shall be eligible for paid vacation time after the completion of one (1) year of continuous full-time employment. Employees start to earn vacation allowances as of their date of hire. Vacation allowances shall be earned yearly based on the following schedule:

LENGTH OF CONTINUOUS SERVICE	VACATION HOURS PER YEAR
After One (1) year	80 hours
Five to Ten years	120 hours
After Ten (10) years	160 hours

The probationary period shall be counted as continuous service when calculating vacation benefits.

Upon termination any earned unused vacation shall be liquidated in a cash payment to the terminating employee.

**Section 8.2. Vacation Pay.** The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation.

**Section 8.3. Time for Vacations.** Vacations must be taken during the twelve (12) month period following accrual unless vacation has been denied by the Village due to its operations. A maximum of forty (40) hours of vacation that has accrued but remains unused during a pertinent calendar year shall roll-over into the following year. In the event, an officer is unable to take any of his rolled-over forty (40) hours of vacation time due to operational needs, the Village shall buy back the unused roll-over time up to a maximum of forty (40) hours at the officer's normal rate of pay. The Village shall provide a separate check representing unused vacation on or before December 15 of the current calendar year. Vacation time, once sold back to the Village, shall no longer be available for use by the affected employee.

**Section 8.4. Scheduling.** Vacation shall be scheduled on a seniority basis with the most senior full-time sworn Officers, whether or not they are members of the bargaining unit, selecting their vacations first and so on until all Officers have had at least one (1) opportunity to schedule a vacation. Said selections shall take place between December 1<sup>st</sup> and January 31<sup>st</sup> of the following year. One week of the vacation shall be taken in a five day block. Subsequent to each Officer being allowed an opportunity to schedule vacations, vacations shall be scheduled on a first come first served basis as needed and allowed. The purpose of vacation time is to refresh and renew himself. Any officer requesting vacation leave within five (5) working days shall submit his request to the Chief of Police or her designee for approval prior to receiving time off.

**Section 8.5. Calculating Length of Vacation for New Employees and in Year of Severance.**

Vacation shall be earned on a pro-rate basis during an employee's first year of employment and in the employee's year of separation. For example, should an employee begin employment on May 1, then the following January 1 that employee shall have earned 8/12ths of the vacation time but may not take such time until completion of the full year. The same shall apply upon separation of employment. Employees shall earn credit for vacation on a pro-rate basis as per the example above and shall be paid upon separation for such unused time on a pro rata basis as per the example above.

**Section 8.6. Village Emergency.** In case of an emergency, such as but not limited to a riot, civil disaster, presidential visit, extreme illness and the like, the Village Mayor, the Police Chief or their designee, may cancel and reschedule any or all approved vacation leaves in advance of their being taken, and/or recall any employee from vacation in progress.

**Section 8.7. Accrual of Vacations for Employees on Leave.** Accrual of vacation for employees on any type of leave shall be in accordance with Village policy.

ARTICLE IX  
HOLIDAYS

**Section 9.1. General Information.** The following will be recognized as holidays:

New Year's Day	January 1 <sup>st</sup>
Martin Luther King Day	Third Monday in January
Memorial Day	As designated by Village Council
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Veteran's Day	Fourth Monday of October
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25 <sup>th</sup>

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

**Section 9.2. Holiday pay.** When a holiday occurs during an employee's vacation period or regularly assigned day off, the employee will be paid eight (8) hours straight time. When an officer works on a designated holiday, the officer shall be paid double time for all hours worked.

ARTICLE X  
INSURANCE

**Section 10.1. Type of Insurance and Level of Employee Contributions For Insurance.** For the duration of this Agreement, the Village continue to make available to the full-time sworn patrol officers the medical, dental and vision insurance plans/coverages that the Village now makes or will make available to other employees in the Village. For the duration of this Agreement, the full-time sworn patrol officers will continue to make monetary contributions for such medical, dental and vision insurance plans/coverages in the same manner as other employees in the Village now make or will make.

The parties acknowledge that the Village shall have the right to change such insurance plans/coverages and such monetary contributions by the employees for such insurance plans/coverages, provided that any future insurance plans/coverages will be made in the same manner by the full-time sworn patrol officers and other Village employees.

The parties also acknowledge that health, dental and vision insurance providers only offer a limited number of plans and that health, dental and vision insurance plans vary between providers. The parties further acknowledge that the Village's selection of health, dental and vision insurance plans are limited to those plans as offered by insurance providers and consequently the Village cannot guarantee a specific level of individual benefit levels in any health, dental and/or vision plan.

**Section 10.2. Terms of Insurance Policies to Govern.** The extent of coverage under the insurance policies (including PPO, HMO and self-insured plans) referred to in this Agreement shall be governed by the terms and conditions set fourth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits hereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set fourth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relive any insurance carrier(s) or plan administrator(s) from any liability it may have to the Village, employee or beneficiary of any employee.

**Section 10.3. Life Insurance.** The Village will offer life insurance on the same terms as it is offered to other Village employees.

**Section 10.4. Limitation of Liability.** 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 premiums for the insurance program provided hereunder, and employees and their dependents and beneficiaries shall be entitled to benefits, if any, only in accordance with and as governed by the terms and conditions of the insurance policies issued to provide such benefits. Neither the Village nor the Union shall

themselves be obligated to pay any insurance benefits provided for in this Article directly to employees or their dependants or beneficiaries

**Section 10.5. Prescription Card.** In the event that the Village offers prescription card coverage to all other Village employees, then the Village shall provide to all covered employees, for the duration of this Agreement, a prescription card for use in providing prescriptions to the employees and the dependants of the same type and under the same conditions as is provided to all other Village employees.

ARTICLE XI  
SICK LEAVE

**Section 11.1. Purpose.** The purpose of sick leave is to provide the employee with protection against loss of income due to personal sickness or injury, or for necessary care of an employee's immediate family, or for physical examinations or medical consultations which prevents the performance of normal job duties.

Sick leave may be taken because of personal illness, disability, or for the necessary care of an employee's immediate family (spouse or child). Sick leave may also be used for physical examinations and medical consultations.

**Section 11.2. Sick Leave.** Each employee shall accumulate sick leave at the rate of eight (8) hours per month or a total of ninety-six (96) hours per calendar year. Sick leave may be accrued up to a maximum of (960) hours. Upon retirement or death the Village shall buy back fifty (50%) percent of the employee's unused accrued sick leave.

An employee calling in sick shall notify the Village in accordance with the current practice (two hours before the start of shift duty).

Beginning with the fourth (4<sup>th</sup>) sick day, an employee calling in sick may be subject to contact by telephone to verify that he is in fact home ill and the Village may request that a doctor's note be provided.

ARTICLE XII  
LEAVES OF ABSENCE

**Section 12.1. Unpaid leave of Absence.** A leave of absence without pay request must be in writing, and should specify the reason for the leave and the duration. The request must be submitted to the Chief of Police. The request must be approved jointly by the Chief of Police and the Mayor, who can grant or deny the request in their sole discretion.

Benefits and vacation do not accrue during unpaid leaves of absence. Vacation time must be used before a leave of absence is granted.

Ordinarily leaves without pay will not be granted for a period of more than thirty (30) days. In exceptional circumstances, extended leaves may be considered. Under no circumstances will an unpaid leave of absence be granted for employment with another employer.

**Section 12.2. Reinstatement.** Upon expiration of regularly approved leave without pay, the employee shall be offered a position comparable to that held at the time the leave was granted.

**Section 12.3. Jury Duty.** All sworn patrol officers covered by this Agreement shall be granted jury duty leave in the same manner as other employees in the Village.

**Section 12.4. Funeral Leave.** All sworn patrol officers covered by this Agreement shall be granted funeral leave in the same manner as other employees in the Village.

**Section 12.5. Military Leave.** Military leave shall be granted in accordance with existing, applicable State and Federal laws.

**Section 12.6. Absence Without Leave.** Absence without leave is any absence from job responsibility without prior notification to and approval of the employee's supervisor, unless the employee's failure to previously notify the Village is for reasons acceptable to the Village and the Village will evaluate these reasons in good faith. Such unauthorized leave of absence shall be without pay and shall be the basis for disciplinary action up to and including discharge.

**Section 12.7. Maternity Leave.** All employees covered by this agreement shall be granted an unpaid leave of absence to cover periods of their pregnancy in the same manner as other employees in the Village.

**Section 12.8. Insurance Coverage While on Leave.** All sworn patrol officers covered by this agreement shall receive insurance coverage while on an approved leave of absence in the same manner as other employees in the Village.

**Section 12.9. Benefits and Seniority During Leave.** All sworn patrol officers are not entitled to seniority or benefit accrual during an approved leave of absence, which also applies to other employees in the Village.

**Section 12.10. Layoffs.** The Employer will use reasonable efforts, in good faith, to try to assure that there will be no layoffs or involuntary furloughs.

If it is determined that layoffs are necessary, officers covered by this Agreement will be laid off by classification in accordance with classification seniority as provided in 65 ILCS 5/10-2.1-18.

Any patrol officer who was laid off and later is recalled to work within six months shall return to work at the "same pay step and salary" just prior to his lay off.

ARTICLE XIII  
SENIORITY

**Section 13.1. Definition: Acquisition and Retention.** "Seniority" shall be defined as the length of full time continuous service since each patrol officer's most recent date of hire. Newly hired patrol officers and rehired patrol officers shall have no seniority prior to completion of the probationary period. Upon completion of the probationary period, a full-time patrol officer's seniority shall relate back to his most recent date of hire as a patrol officer and shall be retained until occurrence of one of the following:

- (a) voluntary resignation;
- (b) termination/discharge;
- (c) absence from active employment for a period equal to the patrol officer's length of service or one (1) year, whichever is less;
- (d) retirement;
- (e) failure to report for work upon the conclusion of a leave of absence or vacation; or
- (f) failure to report for work without notice for a period of two (2) consecutive scheduled work days
- (g) and as referred to in 12.6. Absence Without Leave

**Section 13.2. Seniority Lists.** The Village will post a current seniority roster on or about the effective date of this Agreement and, thereafter, on or about January 1<sup>st</sup> of each year.

ARTICLE XIV  
WAGES

**Section 14.1. Wage Schedule.** Employees shall be compensated in accordance with the wage schedule and retroactive clause attached to this Agreement, as Appendix B. Regular wages earned shall be paid through direct deposit only, into an account duly designed by the employee. Officer's to so designate such an account within (10) days of the execution of this agreement.

**Section 14.2. Reimbursement for Expenses.** The current Village practices, regarding the reimbursement of expenses of full-time sworn officers on Village business, shall be continued.

**Section 14.3. Longevity Pay.** All covered employees shall be paid longevity pay in addition to their base salaries and shall not be added to their base pay. They will be paid the entire amount, subject to State and Federal Laws regarding withholding, on the payday following each anniversary date according to the following schedule:

Anniversary date after 6, 7, 8 and 9 years of service	\$ 250.00
Anniversary date after 10, 11, 12, 13, 14 and 15 years of service	\$ 500.00
Anniversary date after 16, 17, 18, 19 and 20 years of service	\$ 750.00
Anniversary date after 21 years of service	\$1,000.00

Longevity checks shall be payable in a separate check by the Village apart from the Officer's normal base pay. Such longevity pay shall be included in the Officer's pension benefit calculations.

**Section 14.4. Specialty Pay.** Effective upon initial date of this Agreement, all covered officers assigned to the position of Field Training Officer shall receive additional compensation of compensation of one (1) hour of overtime (time and one-half (½) his regularly scheduled pay) for each day a covered officer is required to work and act as Field Training Officer.

ARTICLE XV  
MISCELLANEOUS PROVISIONS

**Section 15.1. Ratification and Amendment.** This Agreement shall become effective when ratified by the Village and the Union and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

**Section 15.2. Bill of Rights.** The parties to this Agreement acknowledge the rights and issues set forth in the "Uniform Peace Officer's Disciplinary Act" ( 50 ILCS 725/1 et. Seq.), and agree that any disciplinary action shall comply with the terms and provisions of said act when applicable. The parties agree that any violations of this Section shall not be subject to the Grievance Procedure as set forth in this Agreement.

**Section 15.3. No Discrimination.** Neither the Village nor the Union shall discriminate against any Patrol Officer because of race, sex, creed, color, religion, or national origin. The Union agrees to represent all Patrol Officers fairly and without regard to Union affiliation, non-affiliation, or dis-affiliation.

The parties agree that any violations of this Section shall not be subject to the Grievance Procedure.

**Section 15.4. Promotional Exams.** The Village though its Board of Police Commissioners agrees to abide by the statutory guidelines for notice of promotion exams pursuant to Illinois Compiled Statutes Chapter 65 section 5/10-2.1 et seq. or as modified.

ARTICLE XVI  
DISCIPLINE

**Section 16.1 Progressive Discipline**

The Employer agrees with the tenets of progressive and corrective discipline. Disciplinary action shall include but not be limited to the following within the discretion of the village.

- A. Verbal Reprimand (Documented)
- B. Written Reprimand
- C. Suspension
- D. Discharge

Disciplinary action may be imposed upon an employee for "just cause" only.

**Section 16.2 Manner of Discipline:** In the event a formal disciplinary investigation of an Employee is initiated and the Employer intends to discipline an Employee, the Employer shall notify the employee subject to disciplinary action and set a meeting for conveyance of the disciplinary action. The meeting shall be set at a mutually agreeable date within a reasonable time period for all parties involved.

The employee shall be informed of the reason for the contemplated disciplinary action including any names of witnesses and copies of pertinent documents.

Employees shall be informed of the rights to Union representation and shall be entitled to such. The employee and Union representative shall be given the opportunity to rebut or clarify the reasons for the employee's actions that led to the discipline. If the employee does not request Union representation; a Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

**Section 16.3 Notification and Measure of Disciplinary Action:** In the event disciplinary action is taken against an employee, the Employer shall promptly furnish the employee and the Union in writing a clear and concise statement of the reasons therefore.

**Section 16.4 Oral, Written and Suspension (30 Days or Less):** Except for termination of employment, all other disciplinary action taken by the Village shall be subject to the grievance procedure provided in this Agreement. Oral and Written reprimands shall start at Step 2 of the grievance procedure. Suspensions (30 days or less) shall start at Step 3 of the grievance procedure and are subject to the Village of Hawthorn Woods' Police Commission jurisdiction. Oral and Written reprimands shall not proceed beyond Step 3 of the grievance procedure.

All discipline up to and including suspension of thirty (30) days shall be under the jurisdiction of the Hawthorn Woods' Police Commission, and not subject to Arbitration under Article VI of this Collective Bargaining Agreement. The only discipline that is subject to Arbitration is termination/discharge except as provided in Section 15.2. Bill of Rights.

**Section 16.5. Termination:** In cases where the Chief Operating Officer or his designee sustains the termination of any officer, the termination shall be subject to review as outlined under Section 6.5 of this Agreement.

ARTICLE XVII  
EDUCATION BENEFITS

**Section 17.1. Training:** The current Village practices regarding the training of full-time sworn patrol officers and the pay for such training shall be continued.

**Section 17.2. Educational Assistance Plan.** The Village will reimburse the cost of a full-time sworn patrol officer's tuition for an approved course by the Chief of Police, provided the employee meets the following requirements:

1. The employee is a full-time employee and has completed the probationary period.
2. The course is related to the employee's job and duties with the Village.
3. The employee has received prior approval from the Chief of Police prior to enrollment.
4. The employee attends an accredited school.
5. The employee remains with the Village for fifteen (15) months after the course conclusion. Should the employee, for any reason, terminate before the conclusion of the fifteen (15) month period, the employee will be required to return such tuition reimbursement to the Village. This amount may be deducted from the employee's final paycheck.

Reimbursement shall be made in the following manner:

1. The Village will reimburse the employee for the tuition expenses up to a maximum of \$750.00 per fiscal year.
2. To qualify for reimbursement under this Section, the employee must provide receipts for tuition expenses and a grade report showing that the course work was completed with a final grade of "B" or above.
3. All tuition reimbursement is subject to the availability of funds as provided in the annual budget.

ARTICLE XVIII  
UNIFORM ALLOWANCE

**Section 18.1. Uniform Allowance.** The current Village practices regarding uniform allowance shall be continued. The maximum amount of this uniform allowance shall be:

\$450 per full-time sworn patrol officer for calendar year 2010

\$450 per full-time sworn patrol officer for calendar year 2011

**Section 18.2 Original Issue of Equipment and Uniform.** The parties agree that each new full-time police officer hired by the Village of Hawthorn Woods Police Department shall be issued as his initial allocation of equipment and uniform, the items listed in Appendix A attached hereto.

ARTICLE XIX  
SAVINGS CLAUSE

**Section 19.1. Savings Clause.** In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by virtue of legislative action or by any board, agency or court of competent jurisdiction, such decision shall apply, only to the specific Article, Section or portion thereof so affected and the remaining provisions of this Agreement shall remain in full force and effect.

ARTICLE XX  
ENTIRE AGREEMENT

**Section 20.0. Entire Agreement.** This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the Village as provided in the Management Rights clause, Article II. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understanding and agreements arrived at the parties after the exercise of that right opportunity are set forth in this Agreement. The Union specifically waives any right it may have to impact or effects bargaining for the life of this Agreement.

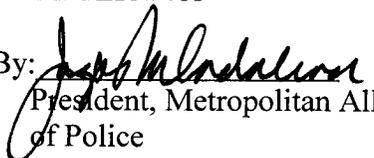
ARTICLE XXI  
TERMINATION

**Section 21.1. Termination.** This Agreement shall be effective as of the day after it is executed by both parties and shall remain in force and effect until December 31, 2011. This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by certified mail, or hand delivery, at least one hundred twenty (120) days prior to the termination date that it desires to modify this Agreement. The notice shall be considered as given as of the date shown on the postmark, or the date of hand deliver in which case a written dated receipt shall be made. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the expiration date. Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse procedures are continuing for a new Agreement, or part thereof, between the parties. In the event that either party desires to terminate this Agreement, written notice must be given to the other party no later than ten (10) days prior to the desired termination date.

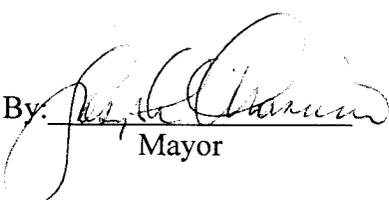
Both parties agree that wage re-opening negotiations shall commence no later than October 1, 2010 or by mutual agreement by both parties.

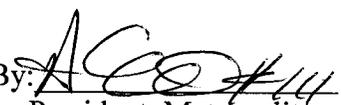
Executed this 5<sup>th</sup> day of May, 2010, after ratification by the Union's membership and after receiving official approval by the Mayor and Village Council of the Village.

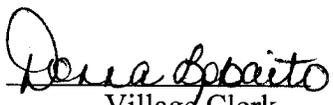
METROPOLITAN ALLIANCE OF  
POLICE, HAWTHORN WOODS  
CHAPTER #483

By:   
President, Metropolitan Alliance  
of Police

VILLAGE OF HAWTHORN WOODS

By:   
Mayor

By:   
President, Metropolitan Alliance  
of Police, Chapter #483

By:   
Village Clerk

## APPENDIX A

### **Uniforms**

- 3 Shirts (Long Sleeve)
- 3 Shirts (Short Sleeve)
- 3 Pants
- 3 Turtlenecks with "HWPD" embroidery
- Three Season Jacket
- 1 Trouser Belt
- 1 Raincoat
- 1 Rain Cover for hat
- 1 Uniform Tie
- 1 Pair Duty Shoes or Boots
- 2 Name Plates
- 1 Tie Bar
- 1 Five Star Hat with Silver hat band
- 2 Pin On Badges
- 1 Wallet Badge
- 1 Hat badge
- Traffic Gloves
- Traffic Vest

### **Equipment**

- 1 Leather Duty Belt
- 4 Leather Belt Keepers
- 1 Leather Holster: approved by Range Master
- 1 Leather Double magazine Pouch
- 1 Leather O/C Spray Case
- O/C Spray
- 1 Collapsible Baton: ASP or similar brand
- 1 Collapsible Baton Holder
- 1 Leather Handcuff Holder
- 1 Handcuffs
- 1 Radio Holder
- 1 Body Armor level IIIA
- 1 Whistle

APPENDIX B  
PATROLMEN WAGE SCHEDULE

STEP	Current Salary	1-1-10 – 12-31-10 (status quo)	1-1-11 – 12-31-11 (wage re-opener)
Starting	50,132	50,132	N/A
I After 1 year	55,250	55,250	N/A
II After 2 years	59,542	59,542	N/A
III After 3 years	63,710	63,710	N/A
IV After 4 years	67,851	67,851	N/A
V After 5 years	71,922	71,922	N/A

**Retroactive Pay for the year of 2011 will revert back to January 1, 2011 (effective on the date of the Execution of the 2011 wage agreement) in one lump sum to be paid out within thirty (30) days from the date of execution of the 2011 wage agreement.**

**In the event either party decides that the wage re-opener issue has reached impasse, the issue shall be submitted to arbitration by either party in accordance with Article VI (Step Four – Arbitration) of this Collective Bargaining Agreement.**