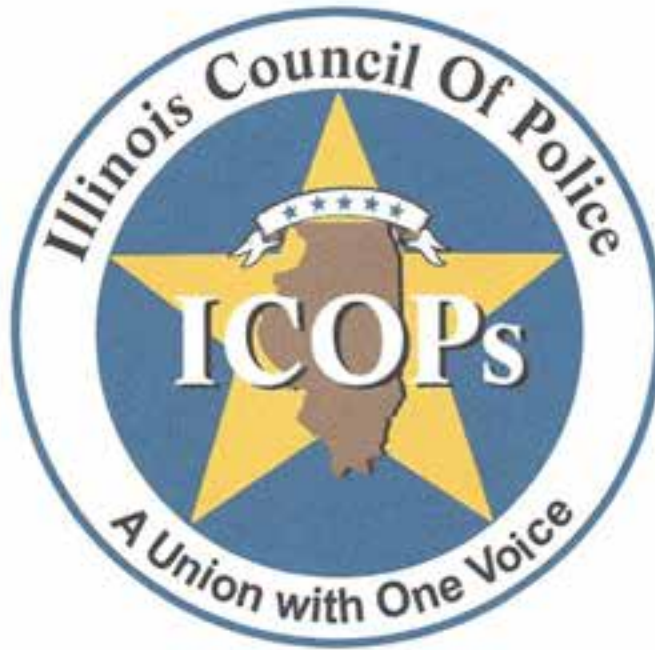


AGREEMENT



Between

Illinois Council of Police

and

Village of Stone Park, Illinois

Stone Park Full-Time Police Officers

May 1, 2019 through April 30, 2022

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Illinois Council of Police

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Village of Stone Park, Illinois

Covering Stone Park Full-time Police Officers
May 1, 2019 through April 30, 2022

INTRODUCTION.....	4
PREAMBLE.....	4
ARTICLE I – RECOGNITION.....	4
ARTICLE II – VILLAGE RIGHTS.....	4
ARTICLE III – NO STRIKES, NO LOCKOUTS.....	4
ARTICLE IV – UNION-VILLAGE RELATIONS.....	5
4.1 Bulletin Board.....	5
4.2 Public Information.....	5
4.3 New Employees.....	5
4.4 Dues Checkoff Deductions.....	5
4.5 Union Representatives And Visitation.....	6
4.6 Police Officers' Bill Of Rights.....	6
ARTICLE V – GRIEVANCE PROCEDURE.....	7
5.1 Purpose And Filing Deadlines.....	7
5.2 Definitions.....	7
5.3 Procedures.....	7
ARTICLE VI – DISCIPLINE AND DISMISSAL.....	9
6.1 Employee Security.....	9
6.2 Performance Evaluation.....	9
6.3 Access To Personnel Files.....	9
6.4 Disciplinary Sequence.....	9
6.5 Investigation Time Limits.....	10
6.6 Discipline and Dismissal Circumstances.....	10
6.7 Conference.....	10
6.8 Dismissal.....	10
6.9 No Media Exposure.....	10
ARTICLE VII – SENIORITY.....	11
7.1 Definition Of Seniority.....	11
7.2 Hiring Date Conflicts.....	11
7.3 Seniority List.....	11
7.4 Probationary Period Seniority.....	11
7.5 Accrual And Non-Accrual Of Seniority.....	11
7.6 Seniority And Reduction In Force.....	12
7.7 Vacation Scheduling.....	12
7.8 Seniority And Transfers.....	13
ARTICLE VIII – EMPLOYMENT PRACTICES AND PROCEDURES.....	13
8.1 Court Time Compensation.....	13
8.2 Residency Requirement.....	13
8.3 Uniforms.....	13
8.4 Shift Coverage.....	14
8.5 Shift Scheduling.....	14
8.6 Overtime Compensation And Compensatory Time.....	14
8.7 Secondary Employment.....	15
8.8 Rules, Regulations, Policies And Procedures.....	15
8.9 Call-Back Pay.....	15
ARTICLE IX – HOLIDAYS AND LEAVES.....	16
9.1 Holidays.....	16
9.2 Personal Leave And Sick Leave Days.....	16
9.3 Bereavement Leave.....	17
9.4 Jury Duty Leave.....	17
9.5 Military Leave.....	17
ARTICLE X – VACATION LEAVE.....	18
10.1 Earned Paid Vacation Requirements.....	18
ARTICLE XI – HEALTH AND WELFARE BENEFITS.....	18
11.1 Medical/Hospitalization Insurance.....	18

11.2 Workers' Compensation And Disability.....	18
11.3 Pension Benefits	19
11.4 On-Duty Death Benefits	19
ARTICLE XII – BASE SALARY LEVELS & PREMIUM RATES.....	20
ARTICLE XIII – MISCELLANEOUS PROVISIONS.....	21
13.1 Equipment Safety	21
ARTICLE XIV – SEVERABILITY	21
ARTICLE XV – ENTIRE AGREEMENT.....	22
ARTICLE XVI – DURATION	23

INTRODUCTION

This Agreement is voluntarily entered into by and between the Mayor and Board of Trustees of the Village of Stone Park, Illinois, hereinafter referred to as the "Village," and the Illinois Council Of Police, hereinafter referred to as the "Union," as the exclusive Collective Bargaining Agent for the employees of the Village of Stone Park Police Department who are described in the Collective Bargaining Unit described herein.

PREAMBLE

The Union, having been designated Collective Bargaining Agent for all full-time Sworn Police Officers below the rank of Sergeant employed by the Village, and the Village, having voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting certain relations between them, and the intention of the parties to this Agreement being to provide for the appropriate salary schedule, fringe benefits, and orderly and expeditious Grievance procedure and certain conditions of employment of Stone Park Sworn Police Officers, all as set forth herein, the parties therefore agree to the following:

ARTICLE I – RECOGNITION

- 1.1 The Village recognizes the Union as the sole and exclusive Bargaining Agent for all full-time Sworn Police Officers below the rank of Sergeant.
- 1.2 Membership – As used herein, the term "Sworn Police Officers" shall refer to all those persons included in the Collective Bargaining Unit described above.

ARTICLE II – VILLAGE RIGHTS

The Mayor and the Village Board of Trustees and the Chief of Police shall retain and reserve the ultimate responsibilities for the proper and ongoing management of the Stone Park Police Department, according to the applicable laws, statutes and ordinances of Stone Park, Cook County, the State of Illinois, and the United States.

Nothing herein shall be construed to deny or restrict the Village in the exercise of its rights, responsibilities and authorities as articulated in the laws of Stone Park, Cook County, the State of Illinois and the United States.

ARTICLE III – NO STRIKES, NO LOCKOUTS

The Union shall not recommend, authorize, or engage in any Strike against the Village, nor shall the Village initiate, implement or otherwise engage in any Lockout against the Union or its members.

ARTICLE IV – UNION-VILLAGE RELATIONS

4.1 Bulletin Board

A Union Bulletin Board of reasonable size shall be available for use in an area agreeable to the parties. Such Bulletin Board shall be available for the posting of notices and material relating to Union activities. Such materials shall be identified with the name of the Union and shall be signed or otherwise authenticated by an appropriate officer thereof. Such materials shall not be derogatory of any person associated with the Village and shall not include items which are primarily endorsements of candidates for political office (other than offices of the Union).

4.2 Public Information

The Village shall make available to the Union, upon written request, existing public information, including relevant financial statistics which are pertinent to the conduct of negotiations, the processing of grievances, or the enforcement of the terms of this Agreement. Such materials shall be provided within ten (10) working days, whenever possible, following a written request of the Union. If unable to provide such materials within ten (10) days, the Village shall advise the Union of its need for additional time and the Union agrees that, within reason, additional time may be granted. The Village shall not be obligated hereunder to research or compile data or to provide the same information more than once.

4.3 New Employees

The Village agrees to notify the Union of the hiring of all new full-time Sworn Police Officers whose job classifications are covered by this Agreement within ten (10) working days of hire. Also, the Village shall notify the Union within ten (10) working days of any change of status that results in part-time Police Officers becoming full-time Sworn Police Officers.

4.4 Dues Checkoff Deductions

The Village shall deduct Union Dues from the salary of each employee covered by this Agreement in amounts as determined by the Union, and shall promptly transmit such funds to the Union, provided the amount to be deducted shall be uniform for each Union member and provided the deduction is authorized in writing by the member. Such deduction shall be made no later than 30 calendar days following receipt of the appropriate Union authorization by the Chief of Police or his designee.

When the Village makes such deductions for Union Dues and remits these funds to the Union, the Union shall indemnify, hold harmless and defend the Village of Stone Park, its Police Department, its elected officials, agents and employees in any action, complaint or suit or other proceeding which may be brought under this Article.

4.5 Union Representatives And Visitation

The Village recognizes the right of the Union to elect, appoint, or otherwise name up to three Sworn Stone Park Police Officers as Chapter representatives of the Union. The names of these Union representatives, along with their designated titles, shall be provided to the Stone Park Chief of Police immediately upon conclusion of the negotiation of this Agreement. Any subsequent changes in the names or titles of these Union representatives shall also be provided to the Chief of Police as such changes occur. These Union representatives shall be deemed to be the Union's official on-site spokespersons. However, these on-site Union representatives shall not conduct Union business during regular working hours except with the permission of the Chief of Police or except in the carrying out of certain time-sensitive functions such as Grievance handling or the resolution of disputes between the Village and Union members.

Also, the Village recognizes the right of the Union to send representation from its headquarters office to the Village and specifically, to the police Department, for purposes of handling grievances or observing and reporting on conditions under which Union members are working. Such visits by Union headquarters representatives shall be conducted during the regular shifts that Union members are working and also, appropriate notice shall be made to the Chief of Police or other ranking Police Department official whenever such visits are to be made. Such visits shall not interfere with normal Police Department functions.

The Village shall grant release time with pay during the regular working hours for one Union member to participate in contract negotiations for any negotiations that take place after January 1, 2006. However, as many as three members may participate in negotiating sessions, but only one shall be paid at any given time, with the permission of the Chief of Police and without interfering with normal Police Department duties.

4.6 Police Officers' Bill Of Rights

The Village agrees to abide by the Uniform Peace Officers' Disciplinary Act, (50 ILCS 725/1), commonly known as the Police Officers' Bill Of Rights. In the event a Sworn Police Officer covered by this Agreement has reason to believe that the Village has violated the Uniform Peace Officers' Disciplinary Act, he will have the opportunity of filing a Grievance under the terms of this Agreement or, separately, filing an action in a court of law, but in no case, shall he do both. The Village further agrees to abide by all applicable legal requirements under appropriate State and Federal legislation concerning the right of employees to refuse to submit to oral or written investigatory interviews without Union representation where the employee reasonably believes that such interviews might result in disciplinary action.

ARTICLE V – GRIEVANCE PROCEDURE

5.1 Purpose And Filing Deadlines

It is the purpose of this Grievance Procedure to resolve as promptly and as expeditiously as possible any allegations by the Union and/or its members of any misinterpretation or misapplication of the terms of this Agreement. Any Grievance filed under the terms of this Article must be initiated not later than 30 days after the occurrence of the event that prompts the Grievance, or, if the Grievance describes an ongoing situation, it must be filed not later than 30 days after the underlying situation becomes known to either the Union or the member or members who file the Grievance.

5.2 Definitions

- (1) GRIEVANCE shall mean an allegation by the Union or by an affected employee that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.
- (2) An employee may be represented by a Union official, staff representative, on-site representative or attorney at any meeting, hearing, or appeal relating to a Grievance which has been formally presented.
- (3) The President of the Union or the appropriate designee shall be advised of any meeting, hearing or appeal relating to a Grievance which has been formally presented and a representative of the Union shall have the right to attend and participate in any such meeting, hearing or appeal.
- (4) The failure of the Grievant to act on any Grievance within the prescribed time limits articulated elsewhere in this Article will act as a bar to any further appeal within this Grievance Procedure. If the Village's designated representative shall neglect to proceed to render a decision within the time limits, the Grievance may be advanced to the next step of the Grievance Procedure. Time limits, may, however, be extended by mutual agreement.
- (5) The term "Working Days," as it applies to the Grievance Procedure described in this Agreement, shall mean Monday through Friday except vacation periods or other days in which bargaining unit members are excused from working.

5.3 Procedures

The party asserting a Grievance shall attempt to resolve the problem through informal communication with the immediate supervisor.

STEP 1. If the informal process with the immediate supervisor shall fail to resolve the problem, the Grievance may be formally presented in writing to the appropriate Watch Commander, who will arrange for a meeting to be held within ten (10) working days to review the Grievance. The formal written Grievance shall clearly identify all grievants, summarize all relevant facts, identify all provisions of the Agreement allegedly violated, and describe the remedy which is requested. The filing of the formal written Grievance at this step must be within ten (10) working days of the date of the occurrence giving rise to the Grievance or from the date when the grievant might reasonably have become aware of the occurrence. The Village representative shall provide a written answer to the grievant (with a copy to the Union if the Union is

not the grievant) within ten (10) working days of the meeting. The answer shall include the reasons for the decision.

STEP 2. If the Grievance is not resolved at the preceding step, the Union and/or grievant may refer it to the Chief of Police or designee by filing the same in writing within ten (10) working days of receipt of the answer from the previous Watch Commander level. The Village representative will arrange for a meeting to be held within ten (10) working days of such referral to review the Grievance. Each party shall have the right to include in its presentation of facts such witnesses as it deems necessary to develop facts pertinent to the Grievance. A written answer, including reason(s), shall be provided to the grievant with a copy to the Union if the Union is not the grievant) within ten (10) working days of the meeting provided for in this paragraph.

STEP 3. If the Grievance is not resolved at the preceding step, the Union may refer it to the Mayor or the Mayor's designee by filing the same in writing within ten (10) working days of receipt of the answer from the previous Chief of Police or designee level. The Mayor or his designee will arrange for a meeting to be held within ten (10) working days of such referral to Review the Grievance. Each party shall have the right to include in its presentation such witnesses as it deems necessary to develop facts pertinent to the Grievance. A written answer, including reason(s), shall be provided to the grievant within ten (10) working days of the meeting provided for in this paragraph. In the event the Grievance arises from a decision or action made by the Mayor or Village Board, the Grievance may be initiated at Step 3 provided the time limits set forth in Step 1 are adhered to.

STEP 4. If the Grievance is not resolved at the Mayoral level, the Union may submit it to binding arbitration, provided written notice indicating such is filed with the Mayor's office within fifteen (15) working days of the answer rendered by the Mayor's office, or if no answer is filed, within fifteen (15) working days of the last day on which such answer was due. The Union shall promptly request the American Arbitration Association to provide a panel of qualified Arbitrators who are members of the National Academy of Arbitrators from which the parties may make a selection pursuant to the practices of the American Arbitration Association.

In making his/her recommendation, the Arbitrator shall not add to or enlarge upon this Agreement, and any suggested remedy, if appropriate, shall conform to Illinois law. The fees and expenses of the Arbitrator and the American Arbitration Association shall be shared equally by the Village and the Union. The parties likewise shall share the expense of any transcript(s) which they may jointly request, but all other expenses which may be incurred by either party shall be borne by that party.

ARTICLE VI – DISCIPLINE AND DISMISSAL

6.1 Employee Security

No Sworn Police Officer covered by this Agreement shall be relieved from duty, suspended, discharged or disciplined in any manner without the Village or the Command Level of the Police Department having first established just cause.

6.2 Performance Evaluation

No Sworn Police Officer covered by this Agreement shall be required to submit to a Police Department Performance Evaluation without first being given the opportunity to meet with the appropriate supervisor and being allowed to examine and inspect the evaluation document. Further, any Officer undergoing an evaluation shall have the opportunity of indicating his approval or disapproval of the evaluation by marking an appropriate box on the evaluation form and placing his signature near the box.

6.3 Access To Personnel Files

Personnel files kept by the Village on all full-time Sworn Police Officers shall be regarded as confidential and information contained in these files shall not be made available to public or private agencies or to the news media or to credit reporting services or other such agencies without the express consent of the Officer involved, unless otherwise required by law. Also, individual Officers shall have reasonable access to their own individual personnel files upon written notice which cannot be denied, to the Chief of Police or his designee and may make copies of any such material contained in these files. Officers will not be required to indicate any specific reason why they may want to review their personnel files and make copies of the material therein, but if any State of Illinois statutes or Federal law holds that certain specific material in such files need not be made available to individual Officers, then such material may be withheld by the Village. Further, any disciplinary complaints that are unfounded will be removed from the Officers files and any new unfounded complaints will not be allowed in the Officers personnel file.

6.4 Disciplinary Sequence

The typical disciplinary sequence for an employee covered by this Agreement shall be: (1) Verbal Warning; (2) Written Warning, with a copy to the employee's personnel file; (3) Suspension without pay; (4) Dismissal.

Disciplinary action, up to and including termination of employment, shall be for a violation of a Stone Park Village ordinance, or County or State or Federal law, or for a violation of Police Department policy or rules and regulations. Any such disciplinary action shall be administered in a timely and progressive manner except that suspension or dismissal may result as the first step in the disciplinary procedure depending on the circumstances and severity of the offense. Any verbal or written warning from a minor departmental or policy infraction shall be removed from that officers' file if the same, or a similar, offense is not repeated in a twenty-four (24) month period following the original warning.

Any full-time Stone Park Sworn Police Officer covered by this Agreement is entitled to Union representation at any meeting or hearing called for the specific purpose of

disciplining the employee. If a non-disciplinary meeting turns into a disciplinary meeting, the employee is entitled to recess the meeting until Union representation can be obtained before continuing with any such disciplinary meeting.

6.5 Investigation Time Limits

All Village and/or police department investigations of full-time sworn Stone Park police officers who are accused of misconduct or violations of Village ordinances or police department rules and regulations shall be limited to ninety (90) calendar days from the dates such investigations are initiated to the dates that charges are formally filed or such investigations are terminated without charges being filed. At the end of ninety (90) days, any investigatory findings shall be disclosed to the officer under investigation in the same manner the Village is required to disclose information under the Uniform Peace Officers' Bill of Rights, 50 ILCS 725/ *et seq.*

If the investigation is not completed within the ninety (90) calendar days, the Village shall notify the Union in writing stating the amount of time needed to complete the investigation. Any criminal investigations conducted by the Village will not have specific time limits.

6.6 Discipline and Dismissal Circumstances

Suspension without pay and/or dismissal of a non-probationary Officer shall occur only for reasonable and just cause. Any Arbitrator shall have the authority to order restoration of employment, including full seniority rights, of a dismissed employee pursuant to this section only if accompanied by a finding of a violation of the employee's substantive rights. The Arbitrator in such causes may reduce any back pay award by any amount earned by the employee during the period he was not working for the Village and by any Unemployment Compensation payments earned during such period.

6.7 Conference

Except when detrimental to the general welfare of the Village, any employee covered by this Agreement shall have the opportunity, prior to suspension or dismissal to have Union representation at a conference with his supervisor and at that time, to have full opportunity to review the allegations or reasons for suspension or dismissal and to have ample opportunity to rebut such allegations or reasons.

6.8 Dismissal

All recommendations for dismissal (except for reduction in force) shall be initiated or confirmed by the Chief of Police or designee or the Mayor or his designee. A copy of such recommendations along with the allegations or reasons therefore shall be submitted in writing to the employee, with a copy to the Union.

6.9 No Media Exposure

A. The Village agrees that no press releases or photos of an Officer under investigation shall be made available to the news media prior to a conviction on criminal charges or prior to a decision being rendered regarding any disciplinary action taken by the Village and reviewed by an appropriate reviewing body, unless otherwise required by law.

- B. No Officer may talk to any news media, without prior approval from the Chief of Police or his designee.

ARTICLE VII – SENIORITY

7.1 Definition Of Seniority

For all employees hired before December 31, 1999, seniority shall be defined as an employee's length of continuous service with the Village of Stone Park. For all employees hired after January 1, 2000, seniority shall be from the date of hire as a full-time, State-Certified, Sworn Police Officer. The Village seniority list in effect as of December 31, 1999, and subsequently updated each year thereafter, shall constitute the basic seniority list for employees covered by this Agreement.

7.2 Hiring Date Conflicts

In the event that more than one employee covered by this Agreement has the same date of hire, seniority of the employees involved shall be resolved based on the order in which their names first appeared on the Village eligibility list, with the earliest name appearing on the list being the most senior Officer.

7.3 Seniority List

The Village agrees to prepare a Seniority List on an annual basis, not later than December 31st of each year, and to provide the Union with a copy of such list, which the Union may then post on its Union Bulletin Board. In the event of errors or disputes over names or dates appearing on the Seniority List, the Union will call these matters to the attention of the Village as they arise. As new Sworn Police Officers are hired or as others leave the employ of the Village, their names shall be added to or removed from the Seniority List not later than 30 days from the dates of such changes. The Village agrees to provide the Union with such updated Seniority Lists as they become available.

7.4 Probationary Period Seniority

All newly-hired Sworn Police Officers shall be considered probationary employees until they successfully complete a probationary period of twelve (12) months from the date of hire. Seniority among probationary Officers shall not apply until after they complete their probationary period, in which case they shall then be deemed to have accrued one year of seniority with the Village. The Chief may extend at his discretion an employee's probation period for one time for twelve months. However, benefits will be afforded the employee after one year of service.

7.5 Accrual And Non-Accrual Of Seniority

Seniority shall accrue on a continuous basis following the one-year probationary period and shall be a determining factor in such matters in which Officers shall be deemed to have the right to choose.

Seniority shall not accrue during any periods in which an Officer is on an unpaid authorized leave of absence or an unpaid disciplinary suspension in excess of thirty (30)

days. However, seniority shall continue to accrue during any sick leave or disability leave that an employee may experience, provided that such leave does not exceed twelve (12) months.

Seniority shall be terminated whenever an employee resigns, is discharged for cause, retires, or has been laid off during a reduction in force and not called back for two (2) years.

7.6 Seniority And Reduction In Force

All full-time sworn Police Officers in the employ of the Village as of the date of the signing of this Agreement shall be exempt from any reduction in force during the term of this Agreement. However, in the event that a reduction in the number of full-time Sworn Police Officers may subsequently become necessary, the Village agrees that any reduction in force shall apply only to those Officers hired after January 1, 2004, and shall be implemented following the principle of reverse seniority, meaning that the last full-time sworn Police Officer hired shall be the first to be terminated or laid off.

Further, any Officers removed from the force as a result of this procedure shall be subject to recall for a period of eighteen (18) months before any new employees are hired to replace them.

7.7 Vacation Scheduling

Vacation scheduling shall be picked by seniority starting with the most senior officer to the most junior officer. The most senior officer will be able to pick his vacation blocks in a maximum of three (3) week periods (not including days off), or a minimum of a one (1) day period (not including days off) in a rotating sequence until the most junior officer has made a vacation selection. The sequence will repeat until all vacation selections have been made by covered officers.

These days may be used in single day increments. Officers requesting vacation days in single increments will give a five (5) day notice to the Police Chief or his designee whenever possible. Certified part-time officers may be used to supplement the full-time officer requesting vacation leave.

Officers may rescind any selected vacation within thirty (30) days (except in emergency circumstances) prior to the first day of the selected pick and reapply those vacation days to a different date provided that the new date is available.

Vacation selections cannot be changed due to a change of job assignment, shift assignment, or any other duty without prior approval of the officer(s) affected.

No vacation requests will be denied whether in block form or individually selected days except in extreme emergency or exigent circumstances.

7.8 Seniority And Transfers

The Village agrees that seniority may be one of the determining factors in allowing Officers to put in their bids for transfers to other assignments or duties or positions that become available. Also, whenever any such positions, duties or assignments become available, notice of such openings shall be posted in a conspicuous location within the Department, including the Union Bulletin Board and Officers shall be invited to bid on them. The final authority for filling such openings shall reside with the Chief of Police or his designee.

ARTICLE VIII – EMPLOYMENT PRACTICES AND PROCEDURES

8.1 Court Time Compensation

The Village agrees that all full-time Sworn Police Officers will be compensated for traffic Court appearances at the minimum rate of three (3) hours of pay at the Officer's regular rate of pay if such appearance is scheduled when an Officer is not normally working. For all other on key dates such as misdemeanors key days as well as felony preliminary dates the Officers will be paid at the minimum rate of four (4) hours at the Officer's regular rate of pay if such appearance is scheduled at a time that the Officer would not normally be working. If the Court appearance is scheduled for a time when the Officer works a full shift on the same day either before or after the Court appearance, the four (4) hours shall be paid to him providing it is not during this regularly scheduled shift. For Court appearances that occur during an Officer's regularly scheduled shift, there shall be no additional compensation. If an officer has a 9:00 a.m. Court call and has to come back at 1:30 p.m., he will receive four hours pay for the morning call and a minimum three (3) hours pay for the 1:30 p.m. Court call. Any off key Court Call will be paid at time and one half (1 ½) time officers regular hourly rate at the above minimum rates. Officers may choose to receive compensatory time in lieu of pay for Court time.

8.2 Residency Requirement

The parties to this Agreement agree that any full-time sworn Police Officers who are hired after January 1, 2004, must live within 20 miles of the Village of Stone Park. Any Officer(s) hired before 2004 must live within thirty-five (35) miles of the Village of Stone Park.

8.3 Uniforms

The Village shall subsidize the purchase of uniforms for all full-time sworn Police Officers on May 1st of each year of this agreement through a "voucher" system, authorizing up to six hundred and fifty dollars (\$650.00) annually in uniform purchases at the appropriate vendor selected by the Village of Stone Park. Officers assigned to non-uniformed units will receive reimbursement for clothing purchases of up to six hundred fifty dollars (\$650.00). Officers will be permitted to check and verify their annual allotment balance, up to two (2) times per contract year. All new full-time police officers hired by the Village will be issued a three hundred dollar (\$300.00) voucher to assist in their first uniform purchase. Officers will provide one (1) box of duty weapon ammunition per year for training purposes. All uniform credit must be used by April 30th of each year.

8.4 Shift Coverage

When the Village determines to supplement the bargaining unit's scheduled officers on any particular shift, and/or to fill vacancies due to bargaining unit absenteeism, the Department may use non-bargaining unit qualified officers, but shall comply with the provisions of 65 ILCS 5/3.1-30-21 and 50 ILCS 705/8.1 *et seq.*, regarding the use of part-time patrol officers; provided that, in cases where the Village seeks to fill a vacancy due to sick leave call-in by a bargaining unit member, the Village may not fill such vacancy with a part-time officer unless and until the sick leave vacancy work assignment has first been offered to eligible bargaining unit members, and no eligible bargaining unit member has accepted the sick leave vacancy work assignment. Any Officer who accepts a vacant work assignment, after all eligible bargaining unit members have first been offered the opportunity, eligible bargaining unit members shall not "bump" or otherwise be allowed to accept that vacant work assignment.

8.5 Shift Scheduling

Officers will work a twelve (12) hour shift schedule. There will be two shifts, 6:00 a.m. to 6:00 p.m. and 6:00 p.m. to 6:00 a.m. To maintain an eighty (80) hour pay period, each Officer will be off on every sixth (6th) Monday. These shifts will rotate every four (4) months. Nothing in this Agreement shall prevent individual Officers from trading shifts among themselves for varying periods of time, so long as the Chief or his designee is notified at least 48 hours in advance of the time such shift trades are to take effect. The Chief shall have final approval over such Officer-to-Officer shift trades. However, such approval shall not be unreasonably withheld. In the event the Village finds that a change in the system of scheduling shifts becomes necessary during the term of this Agreement, the Village agrees to bring the reasons for such changes to the attention of the Union and to negotiate the details of such changes before any changes will be implemented.

8.6 Overtime Compensation And Compensatory Time

Full-time Sworn Police Officers may be required to work overtime in both emergency and non-emergency situations. In either case, overtime shall be duly authorized and approved by an Officer of at least a supervisory rank, if not higher. Officers required to work overtime shall be compensated for such time at the rate of one and one-half (1.5) times the regular rate of pay. Overtime is defined as any work in excess of an Officer's regularly scheduled hours in a two week pay period to include any benefit time except sick time. Pre-approved vacation time, personal days and time due used shall be regarded as time worked for purposes of determining overtime. Overtime shall be paid in the Officers' regularly scheduled paychecks.

Compensatory time shall be granted to full-time Sworn Police Officers who indicate to the Chief of Police or his designee that they choose such compensatory time in lieu of actual payment in their paychecks. Compensatory time will be used for time off on an hour-for-hour basis, and may be taken in increments as small as one hour. Officers who have earned compensatory time will be required to notify the Chief of Police or his designee in writing at least 24 hours in advance of their intentions to claim such time off, except that they shall not make such requests on Saturdays or Sundays. The Chief or his designee will keep accurate records of how much compensatory time is in each Officer's account. Account

balance information will be made available to individual Officers who request such data during time periods established by the Chief or his designee. Compensatory time may be used in conjunction with paid vacation time. The Village may use certified part-time police officers for shift coverage when a full time police officer has requested compensatory time off. Accumulated compensatory time may be rolled over up to total of two hundred and forty hours (240).

8.7 Secondary Employment

The Village agrees that all full-time Sworn Police Officers covered by this Agreement who desire to take on secondary employment may do so as long as the secondary employment is outside of the Village limits. In instances where such secondary employment is directly involved in law enforcement or security work, such secondary employment will be reported by the Officer to the Chief of Police or his designee for his information and approval. However, such approval shall not be unreasonably withheld. Also, no Stone Park uniforms or insignia shall be worn by Police Officers in secondary employment unless approved by the Chief of Police.

8.8 Rules, Regulations, Policies And Procedures

The Village agrees that within a reasonable amount of time after the signing of this Agreement, the Chief of Police or his designee will prepare and post a master copy of all Village and Police Department Rules, Regulations, Policies and Procedures that pertain to Police work and the specific duties of full-time Sworn Police officers. Officers will sign a cover sheet that they have read the posted materials. If an officer requires a copy of the posted material he may use the department's copy machine for this purpose. It is understood that by posting copies of such written Rules, Regulations, Policies and Procedures that guide their daily activities, that a higher level of professionalism in Police work will be realized. However, in the event that any existing Rule, Regulation, Policy or procedure directly conflicts with the Articles or Sections of this Agreement, this Agreement shall take precedence over the existing Village Rules, Regulations, Policies and Procedures. However, this Agreement shall not supersede already existing rules and regulations of the Stone Park Police and Fire Commission.

8.9 Call-Back Pay

An officer required to return to work at a time that is not immediately before or after their regular workday will be paid for a minimum of three (3) hours at a rate of time and one half of the officer's regular rate of pay, if the officer has satisfied the hours worked requirement for the pay period.

ARTICLE IX – HOLIDAYS AND LEAVES

9.1 Holidays

The Village agrees that all full-time Sworn Police Officers shall receive 12 annual paid holidays according to the following schedule. Officers who work on any of the holidays listed below will be paid at the rate of two (2) times the regular rate of pay (for the twelve (12) hour shift), or they may choose to receive their regular pay and request their "Holiday" to be paid in the form of twelve (12) hours of compensatory time earned. Officers whose regularly scheduled day off falls on a holiday will be paid in the form of twelve (12) hours of compensatory time for that day. Officers who elect to take the day off on a holiday, and such choice is approved at a departmental supervisory level, will be paid at the regular rate of pay for that day. Also, Officers who elect to take a personal leave day on a holiday will not use up one of their annual personal leave days in exchange for taking the holiday off. However, the day will be considered a holiday and will be paid at straight time only. All hours worked on a Holiday will be at premium pay.

The Holidays are:

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Martin Luther King's Birthday

Thanksgiving Day

Day After Thanksgiving

Christmas Eve Day

Christmas Day

New Year's Eve Day

9.2 Personal Leave and Sick Leave Days

After the Officer's first anniversary date, to the beginning of the next calendar year (January 1), personal leave hours will be prorated monthly, until the beginning of the next calendar year on January 1. The Village agrees that all full-time Sworn Police Officers shall receive eighty (80) paid personal leave hours per year, and forty eight (48) sick leave hours per year. These hours may be used for personal business or illness, either of the Officer or the Officer's family members. At the end of the Calendar year any unused sick leave hours will be converted to personal leave hours. Any unused personal leave hours in any given year may be rolled over to the following year and each year thereafter, and may be accumulated to a maximum of six hundred and seventy two (672) hours during an Officer's career; provided, that any officer who currently has a balance which exceeds the 672-hour cap shall not accrue any additional personal hours until their balance drops below 672-hours, at which time the 672-hour cap shall be applicable to that officer as well. Upon retirement, any accumulated personal leave hours will be deducted from the amount of time an Officer would be required to work in his or her final year or receive said time in cash with the final paycheck.

A twenty-four (24) hour notice shall be made to the appropriate superior Officer by Officers requesting to take a paid personal leave day off, except in the event of an illness, such notice shall be made not later than one (1) hour before the start of the Officer's regularly scheduled shift. For illnesses or previously scheduled medical procedures, either

of the Officer or a member of the Officer's family, Officers will be required to report to the appropriate supervisor that they are taking time off. In such instances lasting more than three (3) days, Officers will be required to present notification from a medical doctor or medical facility. Requests for time off for either personal leave or illness for periods of time lasting less than four (4) days will not be refused, except that they will require the above-mentioned twenty-four (24) hour minimum notice. Such requests for up to three (3) days' time off will only be honored once in any Village fiscal year. Also, the Village agrees that paid personal leave hours may be taken in conjunction with paid vacation days.

The Village may use certified part-time officers for shift coverage when a full-time police officer has requested a personal leave day. Nothing in this paragraph shall prevent the Chief or his designee (meaning Watch Commander or above) from either approving or denying any Officer's request for such days off.

9.3 Bereavement Leave

Up to three (3) days leave with pay will be granted in the event of death of an immediate family member provided the days fall on the Officer's regularly scheduled workdays. This leave is for the purpose of attending the funeral, which includes such related events as the wake or visitation. Immediate family members, for purposes of this section, shall be interpreted to mean parent, step-parent, spouse, child, step-children, brother, sister, grandparent, grandchild, mother-in-law, father-in-law or adopted child.

9.4 Jury Duty Leave

Any full-time Sworn Police Officer covered by this Agreement who is subpoenaed as a witness in a criminal or civil proceeding or is summoned and reports for jury duty shall be granted leave to fulfill such duty. The Village shall compensate the Officer, who is required to serve as a juror or such witness during any work days in which he or she would otherwise have been scheduled to work, for his or her regular salary during such a period of leave. The Officer shall present proof of such service to the Chief of Police or his designee. Any fees or expense reimbursements that are paid to the Officer for such duty shall, in turn, be paid by the Officer to the Village.

9.5 Military Leave

Any full-time sworn Police Officer covered by this Agreement shall be granted military leave in accordance with state and federal law.

ARTICLE X – VACATION LEAVE

10.1 Earned Paid Vacation Requirements

The Village agrees that all full-time Sworn Police Officers shall earn paid vacation time off according to the following schedule:

Date of Hire through 1-year anniversary	0 paid hours off per year.
*1 st Anniversary date to beginning of calendar year (Jan 1) hours will be prorated by number of months until the next calendar year begins.	
*1 st calendar year until second calendar year	80 paid hours off per year.
*After second year through fourth year	120 paid hours off per year.
*After fourth year through tenth year	160 paid hours off per year.
*After tenth year through fifteenth year	200 paid hours off per year.
*After fifteenth year through twentieth year	240 paid hours off per year.
*After twentieth year, 8 additional hours per year to a maximum of 280 hours.	
*Years shall be computed from January 1 st through December 31 st , without regard to anniversary dates.	

Each paid vacation day shall be computed at the rate of twelve hours of the Officer's regular rate of pay for the year in which the vacation days are taken. Vacation hours must be taken in the year in which they are earned.

ARTICLE XI – HEALTH AND WELFARE BENEFITS

11.1 Medical/Hospitalization Insurance

The Village agrees to provide Health Insurance to bargaining unit members. Present bargaining unit members will have the option of an HMO or PPO insurance product. Any insurance change, between HMO and PPO plans, can only be made during open enrollment. After May 1, 2019 all new hires will be limited to an HMO insurance product which will include family coverage, if needed. The Village will deduct from the bargaining unit members twenty (20%) percent of the annual Village cost of the Officers health insurance plan and deduct the amount equally over twenty-six (26) pay periods. The Village will notify bargaining unit members at least thirty (30) days prior to any changes to the health insurance.

11.2 Workers' Compensation And Disability

According to existing State of Illinois statute, any full-time Sworn Police Officer who is injured on duty shall continue to be paid full salary by the Village at his or her regular rate of pay for one full year after the injury. If, during this period, the injured Officer also receives funds under terms of the Worker's Compensation Act, such funds shall be reimbursed to the Village on a dollar-for dollar basis. Then, in accordance with the Worker's Compensation Act, any full-time Sworn Police Officer who is injured in the line of duty and who meets the provisions of the Act is eligible to receive payment for medical expenses and partial salary compensation. Any Officer who is injured on duty in the regular service of the Stone Park Police Department shall report any such injury to his or her superior Officer and will seek appropriate treatment at the nearest hospital or

medical facility, assuming such hospital or medical facility is equipped to handle the needs of the injured Officer. If the Officer is unable to perform his or her normal Police duties, the Officer must secure a statement from the attending physician in order to become eligible to begin receiving either full compensation from the Village or Workers' Compensation benefits. In order to continue receiving such benefits, the Officer must continue to provide the Chief of Police or his designee with proper documentation from the attending physician at regular and reasonable intervals.

11.3 Pension Benefits

The Village of Stone Park shall comply with the Down State Police Officers Pension Fund as required by Illinois law, 40 ILCS 5/1 et seq.

11.4 On-Duty Death Benefits

The Village agrees to provide a Twenty Five Thousand Dollar (\$25,000.00) Life Insurance Policy for full-time Sworn Police Officers covered by this Agreement. If the death occurs while on duty the Village agrees to continue to provide the same level of Medical and Hospitalization insurance to the family according to the Public Employee Security Act 820 ILCS 320. Also, the Village agrees to pay to the family of the deceased Officer or to the Officer's designated beneficiary the sum of money equal to two (2) full year's salary at the rate of pay the Officer was received at the time of his or her death on duty. This death benefit shall be paid in monthly installments over a period of twenty four (24) months. This may be paid directly out of Village funds or out of a separate insurance fund, with the choice being at the discretion of the Village.

ARTICLE XII – BASE SALARY LEVELS & PREMIUM RATES

Base Salary Levels and Premium Pay Rates are as follows:

STEPS	Contract Year 5/1/19 to 4/30/20		Contract Year 5/1/20 to 4/30/21		Contract Year 5/1/21 to 4/30/22	
	2019 HOURLY	2019 YEARLY	2020 HOURLY	2020 YEARLY	2021 HOURLY	2021 YEARLY
		2.00%		Wage Adjustment <i>This adjustment is one time only and permanent</i>		2.00%
1	\$ 19.83	\$41,255.19	\$ 22.24	\$46,255.19	\$ 22.68	\$47,180.29
2	\$ 20.65	\$42,953.41	\$ 23.05	\$47,953.41	\$ 23.52	\$48,912.48
3	\$ 24.08	\$50,092.22	\$ 26.49	\$55,092.22	\$ 27.02	\$56,194.06
4	\$ 27.53	\$57,255.14	\$ 29.93	\$62,255.14	\$ 30.53	\$63,500.24
5	\$ 34.41	\$71,580.98	\$ 36.82	\$76,580.98	\$ 37.55	\$78,112.60
10 Years*	\$ 34.76	\$72,296.79	\$ 37.19	\$77,346.79	\$ 37.93	\$78,893.72
15 Years**	\$ 35.45	\$73,742.72	\$ 37.93	\$78,893.72	\$ 38.69	\$80,471.60
20 Years***	\$ 36.52	\$75,955.01	\$ 39.07	\$81,260.54	\$ 39.85	\$82,885.75
Longevity ---						
10 Years*	1% increase					
15 Years**	2% increase – compounded					
20 Years***	3% increase – compounded					

Special Classification Premium rates shall be paid according to the following schedule:

CORPORAL\$5,000 per year

DETECTIVE \$3,000 per year

OFFICER IN CHARGE (OIC)..... 1 hour of compensatory time per shift
(OIC is the most senior officer on the shift if no Corporal or higher ranked officer who is scheduled to work the street is able to work)

FIELD OFFICER TRAINING (FTO).....1 hour of compensatory time for each shift of training.

JUVENILE OFFICER 1 ½ (time and one half) pay for each hour worked,
which is required to be done by a Certified Juvenile Officer.

Only certified full-time bargaining unit officers may be Juvenile Officers. Juvenile Officers shall receive time and one half (1 ½) pay for each hour worked as a Juvenile Officer. If no Juvenile Officer is working, an attempt will be made to call an officer at home to come in, from a call in roster.

Only bargaining unit member officers may submit bids for these Special Classification positions as openings become available. The Village agrees that seniority, training, and overall Police experience shall be among the factors that determine which Officers shall be assigned to these positions. These Special Classification rates will remain in effect for the duration of this agreement.

ARTICLE XIII – MISCELLANEOUS PROVISIONS

13.1 Equipment Safety

The Village agrees that no unsafe or improperly maintained or non-functioning equipment that would jeopardize the Officers' safety shall be knowingly assigned to Officers covered by this Agreement. Any malfunctioning equipment essential to the officer's daily duties will be maintained and/or repaired in a timely fashion. The same shall be reported and documented to the officer's immediate supervisor.

ARTICLE XIV – SEVERABILITY

In the event that any Article, paragraph, section or sub-section of this Agreement shall be held invalid and unenforceable by the Illinois State Labor Relations Board or any court of competent jurisdiction, or by any change in any substantially-enacted Federal or State legislation which would prohibit or nullify any section, sub-section or portion of this Agreement, such decision or enactment shall apply only to the specific section, sub-section or portion thereof specified by the Labor Board or Court decision, or change in law, and the remaining parts of portions of this Agreement shall remain in full force and effect. In such event, the parties shall, upon the request of either party, commence good faith bargaining over possible replacement language for the invalidated section, sub-section or portion of this Agreement.

ARTICLE XV – ENTIRE AGREEMENT

This Agreement constitutes the complete and entire Agreement between the parties. This Agreement supersedes and cancels all prior practices and Agreements, whether written or oral, which conflict with the express terms of this Agreement. 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 matter not removed by law from the area of collective bargaining and that the parties waive the right to negotiate on any issue whether known or unknown and that the understandings and Agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Before making any changes in working conditions not contained in this Agreement which are mandatory topics of bargaining, the Village shall notify the Union of its intention to make the proposed changes. Upon such notification, and if requested by the Union, the Village shall meet with the Union and discuss such changes before they are implemented. Any changes made without such notice shall be considered temporary pending the completion of such discussions. If the Union becomes aware of such a change and has not received the necessary notification, the Union will notify the Village as soon as possible and request discussion of such changes if discussion is desired. The failure of the Union to request such discussions shall in no way act as a waiver of any Union rights, stated or implied.

ARTICLE XVI – DURATION


This Agreement shall be effective upon execution and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2022. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no later than at least sixty (60) days prior to the expiration date that it desires to modify this Agreement.

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 are continuing for a new Agreement or part thereof between the parties.

Agreed to, signed and entered into this 14th day of May, 2019.

Illinois Council of Police

Village of Stone Park, Illinois


Norm Reese, Union President


Benjamin Magullo


Chapter President


MAYOR