

AGREEMENT

BY AND BETWEEN

COUNTRY CLUB HILLS

AND

ILLINOIS COUNCIL OF POLICE

ADMINISTRATIVE/COMMUNITY SERVICE OFFICERS

May 1, 2019 - April 30, 2023

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AGREEMENT is entered into by the CITY OF COUNTRY CLUB HILLS ILLINOIS (hereinafter referred to as the "City" or the "Employer") and ILLINOIS COUNCIL OF POLICE (hereinafter referred to as "Union" or "ICOPS").

It is the purpose of this Agreement and it is the intent of the parties hereto to establish and promote a mutual harmonious understanding and relationship between the Employer and ICOPS, to promote departmental efficiency and effectiveness, to establish wages, hours, standards and other terms and conditions of employment of covered by this Agreement, and to provide for the equitable and peaceful adjustment and resolution of differences which may arise from time to time over the negotiations, interpretation and application of this Agreement.

In consideration of the mutual promises, covenants and Agreements contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:

ARTICLE I - RECOGNITION, PROBATIONARY PERIOD, IDENTIFICATION

Section 1.1. Recognition.

The City recognizes the Union as the sole and exclusive collective bargaining representative for all full-time administrative clerical and community service officers currently unrepresented by a bargaining unit in the following titles or classifications: Administrative; Clerical; Community Service Officer as certified in Illinois Labor Relations Board Proceeding No. S-VR-12-001.

Section 1.2. Probationary Period.

- a) Each employee must serve a probationary period of one year duration. Time absent from duty or not served for any reason shall not apply toward satisfaction of the probationary period.
- b) During the probationary period, an employee is entitled to all rights, privileges or benefits under this Agreement, except that the City may suspend or discharge a probationary employee without cause and such action shall be final and the employee shall have no recourse under the grievance procedure or otherwise to contest such suspension or discharge.
- c) During the first three months of the probationary period an employee is not entitled to the privileges of sick leave and holidays. Vacation leave is accrued during the first calendar year as described in Section 15.1.
- d) All probationary employees shall receive the classification of regular employees upon the completion of the probationary period and shall become entitled to all the benefits as described in this Agreement.

Section 1.3. "Department Head" Identified.

As used in this Agreement, "Department Head" shall refer to such supervisory employee or employees as may be designated by the City from time to time to the Union.

ARTICLE II - UNION SECURITY AND RIGHTS

Section 2.1. Dues Deduction.

While this Agreement is in effect, the City will deduct from the first paycheck each month one half ($\frac{1}{2}$) of the appropriate dollar amount of union dues and from the second paycheck each month the second half of the appropriate amount of dues for each employee.

With respect to any employee on whose behalf the City receives written authorization (on the form attached as Exhibit 3), the City shall deduct from the wages of the employee the dues and/or financial obligation uniformly required and shall forward the full amount to the Union by the tenth (10th) day of the month following the month in which the deductions are made. The amount deducted shall be in accordance with the schedule to be submitted to the City by the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the City and the Union 30 days prior to the expiration of the agreement. The City will not similarly deduct dues in any other organization as to employees covered by this Agreement.

Section 2.2. ICOPs Indemnification.

ICOPs shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article.

Section 2.3. DRIVE Authorization and Deduction.

Employees may designate that amounts be deducted from their paychecks for voluntary contributions to DRIVE (Democratic Republican Independent Voter Education). DRIVE will notify the City of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. "Weeks worked" excludes any week other than a week in which the employee earned a wage. The City will transmit all DRIVE contributions to DRIVE on a monthly basis, in one check with the name(s) of the employee(s) on whose behalf the deductions were made.

ARTICLE III - MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the City retains all rights to manage and direct the affairs of the City 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 a budget and all the operations and services of the City; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to assign overtime; to establish work and productivity standards and from time to time to change those standards; to contract out for goods and services subject to Article IV; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; and to take any and all actions as may be necessary to carry out the mission of the City in situations of local disaster emergencies as may be formally declared by the Mayor or his designee or the City Council. In the event of such emergency action, the provisions of this Agreement may be suspended, if necessary, provided that all provisions of this Agreement shall be immediately reinstated once a local disaster or emergency condition ceases to exist.

ARTICLE IV - SUBCONTRACTING

The City shall have the right to subcontract out any work it deems necessary, including through the use of part-time employees.

Prior to the implementation of any such subcontracting program, the City will give at least forty-five (45) days' prior notice thereof to the Union. Upon request of the Union, the City will meet and confer with the Union and its representatives in order to discuss the program and to consider any alternatives to subcontracting. The City's decision will be final.

ARTICLE V - NEPOTISM

Section 5.1. Restriction.

No person shall be hired by the City for any position which would result in that employee being supervised by a member of the employee's immediate family who is a member of the immediate family as described by Section 17.1 of this Agreement.

Section 5.2. Supervision; Transfer.

In the event bargaining unit employees, one of whom is a supervisor of the other, become married, either employee will be allowed six months to obtain a transfer to another City position for which he or she is qualified. The City will make all reasonable efforts to accommodate any such transfer request. In the event no position becomes available in another such position during this six months for which the employee is qualified, the employee with the lesser seniority shall be terminated. In the event a position which will not create a prohibited supervision within the City becomes available within one year from the date of the employee's termination that position will be offered to the employee to the extent he or she is qualified for such position.

ARTICLE VI - SENIORITY**Section 6.1. Seniority.**

Seniority is an employee's length of continuous service within the bargaining unit. Seniority will not be affected by approved leaves as specified in this Agreement.

ARTICLE VII - RESIDENCY**Section 7.1. Residency.**

All bargaining unit employees shall remain subject to the fifteen (15) mile residency requirement of the City of Country Club Hills as provided in the City Personnel Policy.

ARTICLE VIII - HOURS OF WORK AND OVERTIME**Section 8.1. Application of Article.**

This Article is intended only as a basis for calculating overtime payments, and nothing in this agreement shall be construed as a guarantee of hours of work per day or per week.

Section 8.2. Hours of Work and Overtime Pay

- a) The employer shall set the hours of work. The hourly salary will be based on an average work year of 2,080 hours.
- b) Employees will be eligible for overtime for hours worked in excess of forty (40) hours during any work week.

Section 8.3. Compensatory Time.

At the employee's request, compensatory time shall be granted in lieu of

overtime up to a maximum of forty (40) hours. Compensatory time must be used by the employee prior to the end of the fiscal year. If the employee is unable to use his or her compensatory time by the end of the fiscal year the City will buy out the employee's compensatory time on an hour for hour basis at the employee's regular rate of pay. Compensatory time may be utilized only in a manner that does not unduly disrupt the operations of the City. Employees may not use compensatory time without the prior approval of their Department Head.

Section 8.4. Call-Back.

Any employee called back to work on an assignment which does not continuously follow an employee's regularly scheduled working hours shall be compensated a minimum of two (2) hours for each call back or the actual time worked, whichever is greater.

ARTICLE IX - OUTSIDE EMPLOYMENT AND RESIGNATION

Section 9.1. Outside Employment.

- a) No employee shall accept outside employment whether part-time, temporary or permanent without prior written approval of her Department Head and the City Manager. The Department Head may require a resubmission every six months and each change in outside employment shall require separate written approval. Approval shall not be denied unless such outside employment unreasonably conflicts or interferes, or is likely to unreasonably conflict or interfere, with the employee's service to the City. The Department Head will respond to a request within a reasonable time.
- b) Employees may not accept private employment or render any service for private interest when such employment or service creates a conflict of interest with her City duties.
- c) Employees may not engage in any private business or activity while on duty nor utilize City equipment or facilities for purposes of conducting private business.

ARTICLE X - DISCIPLINE

Section 10.1. Right to Discipline.

The City may discipline for just cause. Suspensions and termination shall be subject to the grievance procedure of this Agreement. Reprimands are not subject to the grievance procedure.

Section 10.2. Progressive Discipline.

The City will generally adhere to the principle of progressive discipline, but reserves the right to impose any form of discipline (reprimand, suspension, termination) based on the seriousness of the disciplinary incident.

ARTICLE XI - GRIEVANCE PROCEDURES

Section 11.1. Definition.

A grievance is defined as a dispute or difference between the parties to this Agreement concerning interpretation and/or application of this Agreement or its provisions.

Section 11.2. Grievance Procedures.

Recognizing that grievances should be raised and settled promptly, a grievance must be raised within seven (7) calendar days of the date when the employee knew or should have known of the occurrence. A grievance may be initiated by ICOPs or an aggrieved employee. All grievances shall be processed in the following manner. If the grievance is settled to the grievance's satisfaction, grievance procedures shall terminate at that step:

- a) **STEP 1: Written to Department Head.** The grievant shall submit a written grievance to the Department Head, who shall meet with the employee to review the matter within seven (7) calendar days of the filing of the grievance. The employee may be accompanied by a ICOPs steward. The meeting shall occur during the employee's non-duty time or at a time mutually agreeable to the employee and the Department Head. The Department Head shall respond to the grievance in writing within seven (7) calendar days of the meeting. A copy of the grievance as well as the Department Head's answer shall be given to the employee with copies forwarded to the Union and the Mayor. The Department Head's decision shall be placed in the employee's personnel file. Grievances related to suspensions or discipline shall proceed directly to Step 2.
- b) **STEP 2: Appeal To Mayor.** If the answer of the Department Head is not acceptable, the grievant may within seven (7) calendar days, request a hearing by the Mayor or his designee with the steward, ICOPs representative and grievant present. The Step 2 hearing shall take place within seven (7) calendar days of the request for hearing. The Mayor can have present other persons whom he deems appropriate. If no agreement is reached at Step 2 the Mayor shall give his answer in writing within seven (7) calendar days.

Section 11.3. Arbitration.

If the grievance is not settled in Step 2, ICOPs may render the grievance to

arbitration within twenty-one (21) calendar days of receipt of the Mayor's written answer.

- a) In the event the parties are unable to agree upon an arbitrator, the party requesting arbitration shall request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators who are all members of the National Academy of Arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the City and ICOPs shall alternately strike names from the panel. The parties shall flip a coin to determine which side will strike first. The remaining person shall be the arbitrator.
- b) The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and City representatives.
- c) The City and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The City and the Union retain the right to employ legal counsel.
- d) The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is the later.
- e) More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
- f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the City and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 11.4. Limitations on Authority of Arbitrator.

The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. Any decision or award of the Arbitrator rendered within the limitations of this Section 11.4 shall be final and binding upon the City, the Union and the employees covered by this Agreement.

Section 11.5. Time Limit For Filing.

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 or the Union. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not meet with the grievant and Union or answer a grievance or an appeal thereof within the specified time limits at Steps 1 or 2,

the aggrieved employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

ARTICLE XII - NO STRIKE, NO LOCKOUT

Section 12.1. No Strike.

Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit- down, concerted refusal to perform overtime, mass absenteeism, picketing or any other intentional interruption or disruption of the operations of the City, during the life of this Agreement. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City.

Section 12.2. No Lockout.

The City will not lockout any employees during the term of this Agreement as a result of an actual or anticipated labor dispute with the Union.

Section 12.3. Penalty.

The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 12.4. Judicial Restraint.

Nothing contained herein shall preclude the City or the Union from seeking judicial restraint and damages in the event the other party violates this Article.

ARTICLE XIII - HOLIDAYS

Section 13.1. Holidays.

The following days shall be designated as paid holidays except for probationary employees in the first three months of their employment:

New Year's Day	Christmas Day
Dr. Martin Luther King's Day	
President's Day	
Memorial Day	
Independence Day	
Labor Day	
Thanksgiving Day	
Day after Thanksgiving	
Christmas Eve	

Section 13.2. Holiday Pay.

All employees shall receive holiday compensation at the following rate:

- 1) Eight (8) hours at regular rate of pay, plus
- 2) Time and one-half (1-½) regular rate of pay for all hours worked on the Holiday.

Section 13.3. Designated Holiday.

When a holiday occurs on a Saturday, the preceding Friday shall be considered the holiday, unless that Friday is already a scheduled holiday, in which case the preceding Thursday will also be considered a holiday. When a holiday occurs on a Sunday, the following Monday, shall be considered the holiday, unless that Monday is already a scheduled holiday, then the following Tuesday will also be considered a holiday.

- a) Whenever any form of overtime or holiday compensation is provided for by this Section, only the higher provision shall apply to the same hours of work and no pyramiding of overtime or holiday compensation shall be permitted under any circumstance.

ARTICLE XIV - LAYOFF AND RECALL**Section 14.1. Notice of Layoff.**

The City in its discretion shall determine whether layoffs are necessary. When there is an impending layoff with respect to any employees in the bargaining unit, the City shall notify the Union as soon as possible. Notice shall be no later than thirty (30) calendar days prior to such layoff. The City will provide the Union with the names of all employees to be laid off.

Layoff shall be by reverse seniority. The City agrees to consult with the Union upon request and afford the Union an opportunity to propose alternatives to the layoff. All employees shall receive notice in writing of the layoff at least ten (10) calendar days in advance of the effective date of such layoffs.

Section 14.2. Recall.

Any employee who has been laid off shall be placed on the appropriate reinstatement list for one (1) year and shall be recalled on the basis of seniority in the bargaining unit as provided in this Agreement, prior to any new employees being hired.

Employees who are eligible for recall shall be given ten (10) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to ICOPs, provided that the employee must notify the Department Head or his designee of his intention to return to work within three (3) days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the

employee to provide the Department Head or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be placed at the bottom of the recall list for the first failure and shall be eliminated for any subsequent failure to respond.

ARTICLE XV - VACATIONS

Section 15.1. Eligibility and Allowances.

Vacation leave shall be utilized on the following basis:

- a) Eligible vacation time shall be taken within the calendar year, January 1, through December 31.
- b) Eligible employees will receive their vacation beginning January 1 of each calendar year.
- c) An employee will be eligible for two (2) weeks or ten (10) days of vacation at the beginning of the calendar year, but no sooner than the completion of six months of service (see Schedule). New employees will receive one (1) week or five (5) days vacation after six months of employment, based on the schedule below.

Hire Period	One (1) Week Eligible	Two (2) Week Eligible
January 1	July 1	January 1
February 1	August 1	January 1
March 1	September 1	January 1
April 1	October 1	January 1
May 1	November 1	January 1
June 1	December 1	January 1
July 1	N/A	January 1
August 1	N/A	January 1
September 1	N/A	January 1
October 1	N/A	January 1
November 1	N/A	January 1
December 1	N/A	January

- 1) An employee hired between January 1 and June 30 will be eligible for one week or five (5) days vacation time at the end of completion of six (6) months of service. Additionally, this employee will be eligible for two (2) weeks or ten (10) days vacation time at the beginning of the next calendar year.
- 2) An employee hired between July 1 and December 31 will be eligible for two (2) weeks or ten (10) days vacation time at January 1, (the end of completion of six (6) months of service.)

- d) At an employee's fifth year anniversary, each employee will be eligible for a third week, an additional five (5) days of vacation.
- e) At an employee's tenth year anniversary, each employee will be eligible for a fourth week, an additional five (5) days vacation.
- f) After nineteen (19) years of service, an additional vacation day, per year, will be granted, to a maximum of twenty-five days total.

Section 15.2. Vacation Pay.

The rate of the vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job duties on the payday immediately preceding the employee's vacation.

Section 15.3. Scheduling.

Vacation scheduling shall be subject to the approval of the Department Head. At least one week's vacation must be taken in a one week block. Seniority shall prevail in the initial selection of vacation prior to April 1. Should a particular week not be selected by April 1, then vacation shall be selected on a first-come, first-serve basis subject to the approval of the Department Head.

ARTICLE XVI - SICK LEAVE

Section 16.1. Purpose.

Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees to work while sick.

Nothing in this Article shall be construed to limit or burden medical leave provided by the Family and Medical Leave Act, as set forth in Section 17.3(b) of this Agreement.

Section 16.2. Days Earned.

All employees shall be allowed seven (7) days sick leave per year beginning January 1, 2021 which can be used for illness or injury of the employee and family members or death or illness in immediate family that necessitates the employer's presence. Sick Leave is to be reported as soon as condition becomes apparent but at least one (1) hour before the start of the shift, to ensure shift coverage.

Section 16.3. Use of Sick Leave.

Sick leave may be used for:

- a) Personal illness, injury, maternity or physical incapacity.
- b) Enforced quarantine of the employee in accordance with health regulations.
- c) Serious illness or injury in the employee's immediate family requiring the employee's presence. Immediate family shall include spouses, children, parents, mother-in-law, father-in-law, brothers, sisters, grandchildren, grandparents and foster parents or relatives who have acted in the capacity of foster parents although no legal relationships may have been established.
- d) Personal care requiring the services of a legally qualified medical doctor, dentist, optometrist, or other professional service of this nature.

Section 16.4. Doctor Certification.

Sick leave with pay for three (3) or more consecutive working days for reason of personal illness or personal incapacity shall be granted only after presentation of a written statement by a licensed medical doctor or other satisfactory evidence certifying that the employee's condition prevented him from performing the duties of his position.

Section 16.5. Reporting of Sick Leave.

An employee requesting sick leave shall inform his supervisor within one (1) hour of the beginning of his/her starting time. Failure to do so may be cause for denial of sick leave with pay for the period of absence.

Section 16.6. Abuse of Sick Leave.

The City retains the right to take corrective steps to deal with abuse of sick leave if an employee has prolonged and/or frequent and regular absences which hinder the carrying out of his responsibilities. Such corrective steps may include medical consultation, counseling, informal or formal disciplinary action, including dismissal.

Section 16.7. Personal Days.

- a) All employees shall be granted two (2) personal days.
- b) Personal days are days off to conduct personal business, which could not normally be conducted during hours of regular employment. Examples of appropriate personal business leave days are attending a real estate closing or similar legal matter, the scheduling of which is out of the hands of the employee, attending a family reunion or attending a school play, special event, etc., involving an "immediate family member," as defined in Section 16.3. An employee requesting a personal day shall file a request in writing with the Department Head stating the employee's reason for the personal day request. If the employee is seeking to utilize a personal day for a family or emergency, the employee shall notify the Department Head as soon as possible, not later than the times described in Section 16.5 for the reporting of sick leave. The Department Head may require evidence of the personal or family emergency,

when possible to do so. All other personal leave requests shall be filed at least one week prior to the date of the event.

- c) Employees requesting personal days shall file a request, in writing, on a form provided by the City, stating their reason for the personal day. Requests shall be acted upon by the Department Head.

ARTICLE XVII - ADDITIONAL LEAVES OF ABSENCE

Section 17.1. Bereavement Days.

All full-time employees of the City are allotted three (3) Bereavement Days per death in the employee's immediate family as defined in Section 16.3. The Department Head may grant additional bereavement days.

Section 17.2. Military Leave.

Any full-time employee who has completed his or her probationary period and who leaves the City service for military duty shall be entitled to all benefits in accordance with applicable state and federal law.

Section 17.3. Leave Without Pay/ FMLA Leave.

a) Leave of Absence Without Pay.

- 1) Leave of absence without pay, not otherwise covered in this Agreement or not taken as part of an employee's Family and Medical Leave entitlement as provided for in Section 17.3(b), may be granted to an employee by his or her Department Head with approval of the City Manager. A leave of absence without pay shall be granted only in cases of extreme emergency. Such leaves of absence may not exceed two (2) months. No leave will be granted more than twice consecutively.
- 2) Any leave of absence approved under Section 17.3(a) shall be deducted from, but not interrupt, continuous service with the City. Employees shall not be covered under the City's health or life insurance plan while on leave of absence without pay unless the employee pays 100% of all monthly premium costs in advance.
- 3) A written request for leave of absence without pay under this Section 17.3(a) must be presented to the employee's Department Head. Any employee returning from a leave of absence of less than two (2) months will be returned to his/her former position. Any employee returning from a leave of absence of more than two (2) months will be returned to his/her former position if the position is available.
- 4) An employee returning from a leave or returning before the expiration of a leave granted under this subsection, will give at least one (1) week's notice

prior to the date of his/her planned return. The City Manager may impose reasonable conditions upon the return of an employee from a leave of absence without pay as applicable, including but limited to a physician's release or medical examination. An employee who fails to return to work within the approved leave of absence time shall be considered resigned from City employment and shall forfeit all rights and privileges thereof.

- b) Family and Medical Leave Policy. This Agreement incorporates by reference the City's Family Medical Leave Policy and is made applicable to all bargaining unit employees.

Section 17.4. Jury Duty.

A full-time employee may be granted leave with pay when required to be absent for jury duty or as a trial witness. Any fees received by the employee shall be remitted to the City.

Section 17.5. Benefits While On Leave.

- a) Unless otherwise stated in this Article or otherwise required by law, length of service shall not accrue for an employee who is on an approved non-pay leave status. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status. Unless otherwise stated in this Article, an employee returning from leave will have his seniority continued after the period of leave. Upon return, the City will place the employee in his or her previous job if the job is vacant; if not vacant, the employee will be placed in the first available opening in his classification or in a lower-rated classification according to the employee's seniority, where skill and ability to perform the work without additional training is equal.
- b) If, upon the expiration of a leave of absence, there is not work available for the employee or if the employee could have been laid off according to his seniority except for his leave, he shall go directly on layoff.
- c) During the approved leave of absence or layoff under this Agreement, the employee shall be entitled to coverage under applicable group and life insurance plans to the extent provided in such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the City.

Section 17.6. Non-Employment Elsewhere.

A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment.

Section 17.7. Light Duty.

At such time as an injured or ill employee is determined to be able to return to

work on a light duty basis, the Department Head in his/her discretion may require such employee to return to light duty at such assignment as the Department Head deems appropriate, based on the needs of the department.

ARTICLE XVIII - WAGES/MISCELLANEOUS COMPENSATION

Section 18.1. Wages; Special Transition.

Currently employed Bargaining Unit employees will receive no increase effective retroactive to 5-1- 2019; a 3% increase effective 5-1- 2020; a 2.5% increase effective 5-1-2021; and a 2.5% increase effective 5-1-2022, as shown on Exhibit 1. Wages for certain employees are the subject of the parties' Memorandum of Understanding. Newly hired employees shall be placed on the wage scale in accordance with City's salary range ordinance, based on market conditions.

Section 18.2 Longevity; Uniform Allowance

- a) All employees who were employees of the City on June 15, 2011 shall be entitled to maintain their longevity increases in accordance with the schedule set forth below. No further longevity movement will be allowed.

Anniversary Date	Percent Increase In Salary
5 th year	2%
10 th year	3.7%
15 th year	5.5%
20 th year	7.25%

- b) Employees hired after June 11, 2011 shall be entitled to no longevity increases.
- c) All bargaining unit members that are required to wear uniforms will receive the following uniform allowances:
\$900.00 on 5-1-2021 for the duration of the agreement.

ARTICLE XIX - INSURANCE

Section 19.1. Insurance.

The City shall provide an insurance program, which shall provide coverage for employee's effective one month after hire. The City will pay eighty (80) percent of the cost of the individual and family insurance for each employee enrolling in the program and the employee will pay the remaining twenty (20) percent.

Section 19.2. Workmen's Compensation.

Whenever an employee suffers an injury in the line of duty which causes him to be unable to perform his duties, he shall continue to be paid by the City the same as he was paid before the injury with no deduction from his sick leave credits, compensatory time for overtime accumulations or vacation, or service credits in the pension funds during the time he is unable to perform his duties due to the result of the injury. Any salary due the employee from worker's compensation or any salary due him from any type of insurance carried by the City shall revert to the City during the time for which continuing compensation is paid to him under this section.

ARTICLE XX - MISCELLANEOUS PROVISIONS**Section 20.1. Gender.**

Wherever a gender pronoun is used in this Agreement, it shall be construed to include both males and females equally.

Section 20.2. Bulletin Board.

The City will make available space on a bulletin board for the posting of Official Union notices of a non-political, non-inflammatory nature. The Union will limit the posting of Union notices to such bulletin board.

Section 20.3. Visit By A Union Representative.

The City agrees that one (1) accredited representative of the Union, whether local Union representative, Council representative, or International representative, shall have reasonable access to the Department subject to this Agreement. The outside representative shall call the Department Head or his designee before his arrival and obtain prior approval from the Department Head before entering upon the premises of the Department. The representative shall not in any way disturb employees who are working.

Section 20.4. Confidentiality.

Any and all complaints filed against any employee shall remain confidential and shall not be revealed to any person not in the chain of command within the employee's Department other than ICOPs, the Mayor. The City may use and share information contained in such complaints for the sole purpose of aiding the City in carrying out its goals and responding to citizen concerns, provided that the information contained therein is released in summary form and prepared to prevent the personal identification of the employee.

ARTICLE XXI - SAVINGS CLAUSE

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any Board, Agency or Court of competent jurisdiction, such decision shall apply only to the specific Article, section or portion thereof in the Board, Agency or Court decision; and upon issuance of such a decision, the City and the Union agree to immediately begin negotiations on a substitute for the invalidated Article, section or portion thereof. If any provision of this Agreement or its application is held contrary to law, the remainder of this Agreement shall not be affected thereby. If the parties are unable to reach agreement, the impasse procedures of the Illinois Public Labor Relations Act shall be used.

ARTICLE XXII - MAINTENANCE OF BENEFITS

- a) All direct and substantial economic benefits enjoyed by the employees at the present time which were not included in this Agreement shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed as provided herein. In the event the City determines that it wants to modify a right, privilege or working condition enjoyed by the employees at the present time, the City shall notify the Union of its intention to make any such change. Upon such notification, and if requested by the Union, the City shall meet and discuss any such change before it is finally implemented by the City. Any change made without such notice shall be considered temporary pending the completion of such meet and confer sessions. If the Union becomes aware of any such change and has not received notification, the Union must notify the City as soon as possible and request discussions if such discussions are desired. The failure of the Union to request discussions shall act as a waiver of the right to such discussions by the Union.
- b) Employees shall be governed by the terms of the City's "Handbook of Personnel Policies and Procedures." In the event of a conflict between the provisions of this Agreement and the provisions of the Handbook, the provisions of this Agreement shall control.

ARTICLE XXIII - ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its terms.

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 understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE XXIV - TERMINATION

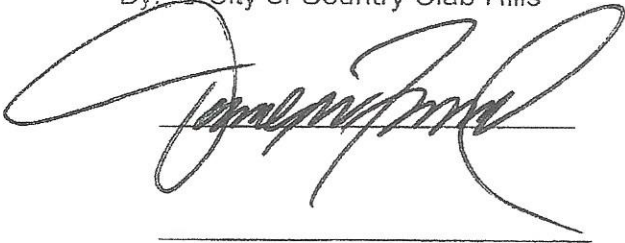
This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2023. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.


Executed this 28th day of September 2021.

CITY OF COUNTRY CLUB HILLS

By: City of Country Club Hills

Illinois Council of Police





Attest:

CITY OF COUNTRY CLUB HILLS

RESOLUTION NO. R-08-21

A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT
(ILLINOIS COUNCIL OF POLICE -- ADMINISTRATIVE/COMMUNITY SERVICE
OFFICERS (CLERICAL), 5-1-19 – 4-30-23)

BE IT RESOLVED, BY THE MAYOR AND CITY COUNCIL OF THE CITY OF
COUNTRY CLUB HILLS, COOK COUNTY, ILLINOIS as follows:

SECTION 1: Approval. The Mayor and City Council hereby approve a collective bargaining agreement with the ICOPS Administrative/Community Service Officers (Clerical) for a term of May 1, 2019 to April 30, 2023, in the form attached hereto. A copy of the collective bargaining agreement is attached to this Resolution as **Exhibit 1**.

SECTION 2: Filing. The City Clerk is hereby authorized and directed to file a copy of this Resolution along with the Exhibit 1 collective bargaining agreement with the Illinois Labor Relations Board.

SECTION 3: Effective Date. This Resolution shall be in full force and effect immediately upon its adoption.

PASSED BY THE FOLLOWING ROLL CALL this 9th day of August , 2021.

AYES: 4 Alderman Lockett, Davis, Evans and Edwards


NAYS: 0


ABSTAIN 0

ABSENT: 1 Alderman Spivey

APPROVED this 9th day of August , 2021.

ATTEST:


Patricia D. Hutson, City Clerk


James W. Ford, MAYOR



MEMORANDUM OF UNDERSTANDING

To settle the issue of wages concerning certain Administrative/Community Service Employees will be as follows:

Jo Etta Smith – May 1, 2021 – 0% wage increase
May 1, 2022 – 1% wage increase

Date: 6/4/2021

For the Union:

Richard L. Brown

For the City:

[Signature]

MEMORANDUM OF UNDERSTANDING

To settle the issue of wages concerning certain Administrative/Community Service Employees will be as follows:

Nina Guzzo – May 1, 2020 – April 30, 2021 - 1% wage increase with no retroactivity
May 1, 2021 2.50% wage increase
May 1, 2022 2.50% wage increase

Date: 6/4/2021

For the Union:

Richard L. Brown

For the City:

[Signature]

MEMORANDUM OF UNDERSTANDING

To settle the issue of wages concerning certain Administrative/Community Service Employees will be as follows:

Ovie Thrower -- May 1, 2020 -- April 30, 2021 - 1% wage increase with no retroactivity
May 1, 2021 1% wage increase
May 1, 2022 1% wage increase

Date: 6/4/2021

For the Union:

Richard L. Brown

For the City:

[Signature]

EXHIBIT 1

Wage Proposal:

May 1, 2019 – No increase

May 1, 2020 – 3% across the board increase

May 1, 2021 – 2.5% across the board increase

May 1, 2022 – 2.5% across the board increase

No retroactive for the above wages.

The City will pay a signing bonus of:

\$400.00 to be paid on January 1, 2022 to each employee employed from May 1, 2019 to the day of the signing the agreement.

EXHIBIT 2

I.C.O.P.S. APPLICATION FOR MEMBERSHIP AND DUES DEDUCTION AUTHORIZATION

I hereby voluntarily apply for membership in **Illinois Council of Police** and authorize said Union to represent me as my exclusive collective bargaining representative to negotiate on my behalf all terms and conditions of employment, either into agreements on my behalf and to otherwise represent me in any and all claims and matters arising out of my employment. I hereby agree to be bound by the Constitution and By-Laws of the **Illinois Council of Police** and by any collective bargaining agreements negotiated by the Union with my Employer.

I authorize and direct my Employer _____
to deduct from my wages each pay period as provided by the Agreement between the Union and said Employer the monthly dues which may be charged by the Union in order to maintain my membership in good standing.

This Authorization shall continue for the term of this contract and any extension thereof and any successor collective bargaining agreements, although the dues amount may change from time to time.

Print Name _____ Job Title _____

Signature _____ Date _____

Address _____
Street City State Zip

Email _____ Date of Birth _____

Telephone _____ Cell _____

White – Union Copy

Yellow – Payroll Copy

Pink – Member Copy