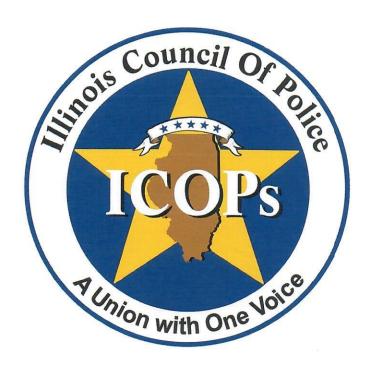
AGREEMENT



Between

Illinois Council of Police And City of Country Club Hills

Covering

Country Club Hills Full-Time Officers

April 30, 2023 through May 1, 2026

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF COUNTRY CLUB HILLS

AND

ILLINOIS COUNCIL OF POLICE

May 1, 2023 through April 30, 2026

Table of Contents

Section 1.1. Recognition.	5
Section 1.2. Probationary Period.	5
ARTICLE II - UNION SECURITY AND RIGHTS	5
Section 2.1. Dues Deduction.	5
Section 2.2. ICOPs Indemnification.	6
ARTICLE III - MANAGEMENT RIGHTS	6
ARTICLE IV - SUBCONTRACTING	
ARTICLE V - HOURS OF WORK AND OVERTIME	7
Section 5.1. Application of Article	7
Section 5.2. Normal Workweek.	7
Section 5.3. Normal Workdays.	7
Section 5.4. Overtime Pay	7
Section 5.5. Court Time.	7
Section 5.6. Computation of Hourly Salary.	8
Section 5.7. Overtime Work	8
Section 5.8. Call Back.	10
Section 5.9. No Pyramiding.	10
Section 5.10. Shift Commander Compensation.	11
ARTICLE VI - DISCIPLINE	11
ARTICLE VII - GRIEVANCE PROCEDURES	11
Section 7.1. Definition.	11
Section 7.2. Grievance Procedure	
Section 7.3. Arbitration	12
Section 7.4. Limitations on Authority of Arbitrator.	13
Section 7.5. Time Limit For Filing.	13
ARTICLE VIII - NO STRIKE, NO LOCKOUT	13
Section 8.1. No Strike.	13
Section 8.2. No Lockout.	14
Section 8.3. Penalty	14
Section 8.4. Judicial Restraint	14
ARTICLE IX - HOLIDAYS	14
Section 9.1 Holidays.	14
Section 9.2. Holiday Pay	14
City of Country Club Hills - Patrol July 17, 2023	Page 2

ARTICLE X -	LAYOFF AND RECALL	15
Section 10.2.	Recall.	15
Section 11.1.	Eligibility and Allowances.	
Section 11.2.	Vacation Pay.	16
Section 11.3		16
Scheduling		16
ARTICLE XII	- SICKLEAVE	17
Section 12.1.	Purpose	
Section 12.2.	Days Earned	17
Section 12.3.	Use of Sick Leave; Sick Leave Buy Back	17
Section 12.4.	Reporting of Sick Leave.	18
Section 12.5.	Personal Days.	18
Section 12.6.	Disability Insurance	18
ARTICLE XIII	- ADDITIONAL LEAVES OF ABSENCE	19
Section 13.1.	Unpaid Discretionary Leaves.	19
Section 13.2.	Application For Leave.	
Section 13.3.	Military Leave.	19
Section 13.4.	Funeral Leave	19
Section 13.5.	Benefits While On Leave.	19
Section 13.6.	Non-Employment Elsewhere	
Section 13.7.	Light Duty	20
ARTICLE XIV	- UNIFORM ALLOWANCE	
	WAGES	
Section 15.1.	Lateral Hire Pay Scale.	
LONGEVITY.		
	- TUITION REFUND PROGRAM	
	I - INSURANCE	
	II - MISCELLANEOUS PROVISIONS	
Section 18.1.	Gender; Vacancy in Position of Manager.	
Section 18.2.	Non-Discrimination.	
Section 18.3.	Bulletin Board.	
Section 18.4.	Union Business Leave	
Section 18.5.	Visit By A Union Representative.	
Section 18.6.	Confidentiality	
Section 18.7.	Field Training Officer Pay	
ity of Country C	lub Hills - Patrol July 17, 2023	Page 3

Section 18.8.	Residency	23
Section 18.9.	Wellness/Health Club Membership	24
Section 18.10.	Secondary Employment.	24
ARTICLE XIX	- SAVINGS CLAUSE	25
ARTICLE XX -	MAINTENANCE OF BENEFITS	25
ARTICLE XXI	- ENTIRE AGREEMENT	26
ARTICLE XXI	I - TERMINATION	27

THIS AGREEMENT is entered into by the City of Country Club Hills, Illinois (hereinafter referred to as the "City" or the "Employer") and the Illinois Council of Police (hereinafter referred to as "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, standard and other terms and conditions of employment of officers covered by this Agreement, and to provide for the equitable and peaceful adjustment and resolution of differences which may arise from 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

Section 1.1. Recognition.

The City recognizes the Union as the sole and exclusive collective bargaining representative for all full-time sworn peace officers in the ranks of Lieutenant, Sergeant and Patrol Officer (hereinafter referred to as "officers" or "employees"), but excluding all officers of a rank higher than Lieutenant and all other employees of the City.

Section 1.2. Probationary Period.

The probationary period shall be twelve (12) months in duration, or such other time as may be established by the Board of Fire and Police Commissioners pursuant to 65 ILCS 5/10-2.1-15, provided such probationary period shall not extend more than eighteen (18) months from the date of initial appointment. Time absent from duty or not served for any reason shall not apply toward satisfaction of the probationary period except for holidays, vacation and up to thirteen (13) sick days. During the probationary period, an officer is entitled to all rights, privileges or benefits under this Agreement, except that the City may suspend or discharge a probationary officer without cause and such action shall be final and the officer shall have no recourse under the grievance procedure or otherwise to contest such suspension or discharge.

ARTICLE II - UNION SECURITY AND RIGHTS

Section 2.1. Dues Deduction.

While this Agreement is in effect, the City will deduct from each paycheck the amount of \$23.00 for each employee in the bargaining unit for each employee in the bargaining unit who has filed with the City a voluntary, Dues Deduction and Authorization Card (Appendix B) provided by the Union. The Union will give the City thirty (30) days' notice on any change in the amount of uniform dues to be deduced. Once the dues checkoff amount is determined for each employee each year, it shall not be further increased. Dues shall be remitted to the

Union by the 10th day of the month following the dues deduction. A Union member desiring to revoke the dues checkoff may do so by written notice to the Employer at any time during the thirty (30) day period prior to the annual anniversary date of the contract. In addition, the City further agrees to deduct the appropriate initiation fees as required as a condition of membership.

The City shall provide the Union within thirty (30) days, the name, address, classification, rate of salary and starting date of any new employee hired into the Union's bargaining unit.

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.

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; schedule and assign to 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 officers), so long as there are no bargaining unit members on layoff and such subcontracting will not displace bargaining unit members.

Prior to the implementation of any such subcontracting program, the City will give at least fourteen (14) 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 - HOURS OF WORK AND OVERTIME

Section 5.1. 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 5.2. Normal Workweek

Except as provided elsewhere in this Agreement, the normal workweek shall average forty (40) hours per week. Each officer will be allowed to take a paid, thirty (30) minute lunch break each day and two (2) fifteen (15) minute breaks subject to emergency work duties.

Section 5.3. Normal Workdays.

The shifts workdays and hours to which officers are assigned will be stated on a department work schedule. Officers and patrol Sergeants will select permanent shifts for the calendar year based upon seniority.

The work week will be based on a fixed 4 on and 2 off pattern with an 8.5 hour workday.

Section 5.4. Overtime Pay.

All patrol officers shall be paid at the rate of time and one- half their normal hourly rate of pay for all hours worked in excess of forty (40) hours per work week. Each vacation days, personal days, and floating holidays will be considered a day worked in accordance with the current departmental practice. If an officer is ordered or mandated to work an overtime shift during a normal workweek, a sick day taken by that officer during the same workweek will be considered hours worked for overtime pay purposes. Subject to approval by his supervisor, an officer will be paid overtime in the event the officer works 15 minutes or more after the end of his shift. In such case, overtime will be calculated in increments of 15 minutes, from the end of the shift. If the officer works less than 15 minutes after the end of his shift, no additional compensation shall be paid.

Section 5.5. Court Time.

Employees who would otherwise be off duty shall, subject to the requirements of Section 5.4, be paid at time and one-half rates (1-1/2) their regular hourly pay for all hours worked when appearing in court for City or City-related business, with a three (3) hour minimum.

Section 5.6. Computation of Hourly Salary.

For the purposes of determining overtime compensation, an officer's hourly salary shall be computed based upon an annual work week of 2080 hours.

Section 5.7. Overtime Work.

(a) **Mandatory Overtime.** Time permitting, and when a shift commander has been made aware of a manpower shortage in compliance with the Article XII, Section 12.4, the City shall attempt to contact those officers who are on their day(s) off, by seniority to cover the time required.

Should an officer not be reached or decline the full-shift of overtime, the employer shall, then, by seniority, attempt to contact those officers presently on duty, request a holdover of four and a quarter (4.25) hours. If a hold over cannot be obtained voluntarily, the City may require, by reverse seniority, an employee(s) to work the holdover time, not to exceed four and a quarter (4.25) hours.

The City shall then attempt to contact those officers assigned to report for the next regular oncoming shift by seniority, requesting an early report to duty four and a quarter (4.25) hours. If an early report cannot be obtained voluntarily, the City may require, by reverse seniority of those contacted, an employee(s) to work the early report, not to exceed four and a quarter (4.25) hours.

Time permitting; call out for overtime shall be by seniority with the first call out person being senior sergeant. In the event that two (2) sergeants are working the same shift, the sergeant with the most in-rank seniority shall be shift commander. In the event that two designated shift commanders are working the same shift, the designated shift commander with the most total seniority shall be shift commander.

(b) Posted Overtime. All overtime opportunities not covered under Paragraph (a) above shall be posted as far in advance as possible by the Chief or his designee. Any officer not scheduled to work on the day for which the overtime opportunity is available may sign up for a full shift up to ninety-six (96) hours prior to the time the shift is to begin. If no officer off signs up for the full shift within this time two officers not scheduled to work on that day may then sign up for no less than four (4) hour increments of the shift, up to forty-eight (48) hours prior to the time the shift is to begin.

An officer with more seniority may bump an officer with less seniority from the opportunity by submitting a request in writing to the Chief or his designee no less than forty-eight (48) hours before the scheduled shift.

If no officer signs up for the opportunity prior to forty-eight (48) hours before the beginning of the shift or if the opportunity becomes available less than forty-eight (48) hours before the beginning of the shift, the callout procedures for Mandatory Overtime in Paragraph (a) above will be utilizes.

The procedures set forth herein shall not apply to occasions where an outside agency, organization or entity requests the services of a specific officer under circumstances where such agency reimburses the City for that officer's use.

Except in the case of an emergency, City shall not require an officer to work in excess of more than a scheduled 12.25 hour shift.

- (c) Cell Phones. In order to ensure effective communication, the City may require officers to maintain a cell phone at times when they are off duty, but subject to overtime assignment. The cell phone shall not in any way restrict an officer's offduty activities and officer shall receive no compensation for wearing the device
- (d) The Use of Compensatory Time. All sworn officers who have worked more than 40 hours in one week (Monday through Sunday) can accrue compensatory time at a rate of time and one-half. Those hours that are normally paid as straight time, such as shift commander's or field training officer's pay, would accrue at a rate of one to one Under all circumstances, one hundred (100) hours will be the most hours an officer can accrue for compensatory time. Once hundred (100) hours of compensatory time is accrued, overtime pay will take effect until compensatory time is used and falls below 100 hours. Officers will log their accrued compensatory time hours on the blue Overtime Salary request form. This form must be signed by the officer requesting the logging of compensatory time and the Sergeant/Shift Commander authorizing the extended hours. Sergeants/Shift Commanders requesting compensatory time will forward their request forms to the Chief of Police, or his designee, who will give approval.

Compensatory time for more than four (4) hours ("full shift compensatory time") may be taken subject to advance request of at least twenty-four (24) hours. The request for full shift compensatory time shall be made to the Sergeant whose shift is affected by the request. In the case of a Sergeant requesting full time compensatory time, such request shall be made to the Captain.

If the request is for less than full shift compensatory time (that is, less than four (4) hours of compensatory time), the request can be made less than twenty-four (24) hours in advance to the Sergeant or, in the case no Sergeant or Acting Shift Commander, to the Captain.

In accordance with current Departmental practice, requests shall be made on the Paid Leave request form. Once an officer's request form is signed by the Sergeant or Acting Shift Commander, it shall be forwarded to the captain for final approval. The officer's request shall be approved if the shift can reasonably be covered by the remaining officers on the shift at shift staffing levels established by the Department without calling in any additional officers.

Officers may designate two (2) full compensatory time shifts per year in which will be treated as vacation days and will not be subject to cancellation except in case of emergency. Only (1) such "vacation" compensatory day may be taken in any one shift.

In those situations where there is more than twenty-four (24) hours' notice and the Captain will not be working before the mandatory twenty-four (24) hours expires, the request will be made to an on-duty Sergeant or the Shift Commander if a Sergeant is not on duty within twenty-four (24) hours. Any emergency usage of compensatory time will be handled on a case-by-case basis. In these instances and when the Captain is not on duty, the shift Sergeant will make the decision on the emergency request. That Sergeant will then submit, in writing, a detailed account of the emergency explaining why the compensatory time was approved.

The Administrative Division, Administrative Assistant to the Chief of Police will be responsible for keeping an up-dated log of all officers' compensatory time hours. The accrued compensatory time totals will be available from the Captain.

(e) Replacement of Certain Items of Personal Property; Limitations. In the event an employee incurs damage to his glasses, wristwatch, or any issued uniform as a result of a line-of-duty incident, the City shall reimburse the officer for repair/replacement in the amount not to exceed \$300.00.

Section 5.8. Call Back.

A call-back is defined as an officer's assignment of work which does not continually precede or follow an officer's regularly scheduled working hours. An employee covered by this Agreement who is called back to work after having left work shall receive a minimum of two (2) hours' pay unless the individual is called back to rectify his own error.

Section 5.9. No Pyramiding.

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

Section 5.10. Shift Commander Compensation.

The parties will agree to fill a shift commander position when a Sergeant is not working. The process is to be by seniority using the current Sergeant promotional list. If there is no patrol officer working who is on the Sergeant's list, then the senior patrolman with at least five (5) years of service with the Country Club Hills Police Department will be assigned the acting position, and the hours works as shift commander will be compensated with one (1) additional hour of pay at the straight time rate for every four (4) hours worked in that position. If no patrol officer is available who meets the above criteria, a Sergeant will be ordered to work.

ARTICLE VI - DISCIPLINE

- (a) The City may discipline only for just cause. The City will follow State Law concerning disciplinary files.
- (b) In the event the discharge or suspension in excess of five days of an employee is sought, such matter shall be heard by the Police Commission in accordance with 65 ILCS 5/10- 2.1-17. However, the employee and Union shall have the option of submitting the matter to arbitration. In order to exercise this option, the employee and Union must file a joint notice within ten days after the employee is served with charges The notice shall be filed with the Police Chief and the Police Commission. The notice shall be signed by the employee and by the Union President or his designee. The notice shall also contain a signed statement from the affected employee, waiving any and all rights the employee may have to have the disciplinary action heard by the Police Commission, or to seek judicial review pursuant to the Administrative Review Act. If the employee and Union fail to file the arbitration option notice within the time set forth and in the manner required herein, the employee's right to arbitration shall be deemed waived and the matter shall be submitted to the sole and exclusive jurisdiction of the City's Police Commission.

ARTICLE VII - GRIEVANCE PROCEDURES

Section 7.1. 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 subject to Article VI of this Agreement.

Section 7.2. Grievance Procedure.

Recognizing that grievances should be raised and settled promptly, a grievance must be raised within seven (7) calendar days of when the officer knew, or reasonably should have known of the event giving rise to the grievance. A grievance may be initiated by ICOPs or an aggrieved employee. A grievance shall be processed as follows:

STEP 1: Written to Supervisor. The grievant shall submit a written grievance to the non-bargaining unit supervisor designated by the Chief. The non-bargaining unit supervisor shall meet with the employee to review the matter. 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 supervisor. The supervisor shall respond to the grievant in writing within seven (7) calendar days of the meeting. The supervisor's decision shall be placed in the employee's personnel file, with a copy sent to the City Manager.

STEP 2: Appeal to Chief. If the grievance is not settled in Step 1, the grievant may, within seven (7) calendar days following the receipt of the Step 1 decision, file a written appeal to the Chief setting forth the nature of the grievance and contract provision(s) involved. The grievant, steward, or representative of ICOPs and the Chief or his designee will discuss the grievance at a mutually agreeable time within seven (7) calendar days of his receipt of the grievance. The Chief may have present other persons whom the Chief determines appropriate. If no agreement is reached in such discussion, the Chief will give an answer in writing to the grievant within seven calendar days of the discussion.

STEP 3: Appeal To Mayor. If the answer of the Chief 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 Mayor or his designee can have present other persons whom he deems appropriate. If no agreement is reached at Step 3 the Mayor or his designee shall give his answer in writing within seven (7) calendar days.

Section 7.3. Arbitration.

If the grievance is not settled in Step 3, ICOPs may render the grievance to arbitration within twenty-one (21) calendar days of receipt of the Mayor's or his designee's written answer.

- (a) In the event the parties are unable to agree upon an arbitrator, the party requesting arbitration shall request the American Arbitration Association 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 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/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is 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 7.4. 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 7.4 shall be final and binding upon the City, the Union and the employees covered by this Agreement.

Section 7.5. 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. If the City does not answer a Step 3 appeal within the specified time limit for Step 3, the Union may move the grievance to arbitration. If the City does not 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.

The procedures set forth in Article VI, Paragraph 2, shall control in the case of suspensions by the Chief of Police.

ARTICLE VIII - NO STRIKE, NO LOCKOUT

Section 8.1. 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 8.2. 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 8.3. 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 8.4. 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 IX - HOLIDAYS

Section 9.1 Holidays.

The following days shall be designated as paid holidays for all employees:

News Year's Day Martin Luther King Jr. Presidents Day Memorial Day Independence Day Labor Day Thanksgiving Day Christmas Eve Christmas Day

If Juneteenth becomes a City holiday where City Hall is closed in recognition of that holiday, or any other bargaining unit within the City is granted the Juneteenth Holiday, Juneteenth will be designated as additional paid Holiday for bargaining unit members.

Subject to the approval of the Chief based on the scheduling and manpower needs of the department, each officer shall be granted two (2) floating holidays. Floating holidays may also be used to extend vacation by taking them either before or after the officer's vacation, subject to the Chiefs approval and the manpower needs of the department.

Section 9.2. Holiday Pay.

- (a) 8.5 hours at regular rate of pay, plus Time and one-half (1-1/2) regular rate of pay for all hours up to 8.5 worked on the Holiday; Two and one-half (2-1/2) times regular rate of pay for all hours over eight and one half (8.5) hours worked on a Holiday.
- (b) All employees who do not work on a Holiday shall be compensated at the regular rate of pay specified by this Article as long as the employee works on both the last scheduled workday before the holiday and the next scheduled workday after the holiday
- (c) An employee may choose to receive only eight hours regular rate of pay for working a holiday. In such case, the employee will receive an additional floating holiday, subject

to the terms of Section 9.1. This floating holiday shall be used within six months of the date of the holiday.

ARTICLE X - LAYOFF AND RECALL

Section 10.1. Notice of Layoff.

The City in its discretion shall determine whether layoffs are necessary when there is an impending layoff with respect to any officers in the bargaining unit, except in an emergency at which time the Employer shall notify the Union as soon as possible, the Employer shall inform ICOPs in writing no later than ten (10) calendar days prior to such layoff. The Employer will provide the Union the names of all officers to be laid off first, then officers shall be laid off in accordance with their departmental seniority. The officers with the least amount of seniority in the Police Department shall be laid off first. If the total number of Sergeants is to be reduced, seniority in rank shall apply. Sergeants shall be permitted to exercise their authority to bump into the patrol officer's classification. In such case, the individual's departmental seniority shall be his total number of years employed by the Department regardless of rank. All officers shall receive notice in writing of the layoff at least ten (10) calendar days in advance of the effective date of such layoffs. The City agrees to consult with ICOPs, upon request, and afford ICOPs an opportunity to propose alternatives to the layoff.

Section 10.2. Recall.

Any officer who has been laid off shall be placed on the appropriate reinstatement list for three (3) years and shall be recalled on the basis of seniority in the Police Department, as provided in this Agreement, prior to any new officers 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 Police Chief 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 Police Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be placed at the bottom of the recall list for the first failure and shall be eliminated for any subsequent failure to respond.

ARTICLE XI - VACATIONS

Section 11.1. Eligibility and Allowances.

All officers shall become eligible for vacation in accordance with the schedule listed below:

Total Length of Service Vacation Leave Earned

Less than one year 0

One year through completion of four years 10 days

Five years through completion of nine years 15 days

Ten years through completion of nineteen years 20 days

After the completion of nineteen (19) years of employment, employees will accrue one (1) additional vacation day per year, to a maximum of twenty-five (25) days total.

A police officer qualifies for his first vacation any time in the calendar year following the date the employee completes one (1) full year of employment. After one (1) year of employment, vacation time is earned on a monthly basis and, upon resignation, a police officer will have his final compensation adjusted for any vacation taken but not earned. In the event a holiday specified in Article IX of this Agreement occurs during vacation, a police officer will receive a holiday on that date and said holiday will not affect vacation days earned for the year.

An officer may utilize vacation before it has accrued. However, upon termination or departure from the City, the officer will reimburse the City for all vacation used but not earned.

Section 11.2. 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 11.3. Scheduling.

A. Officers shall pick vacation based on seniority within rank by February 1st of each year. Seniority shall prevail in the initial selection of vacation prior to February 1st for one (1) sergeant and two (2) patrol officers who shall be eligible for vacation during any one week, with no more than two bargaining unit members on any approved benefit time per shift. Should a particular vacation week not be selected by February 1st by a sergeant, then a third patrolman shall be eligible to select that week for vacation on the basis of the first request received. Should a particular vacation week

not be selected by February 1st by a patrolman, then a second sergeant shall be eligible to select that week for vacation on the basis of the first request received.

Officers must submit at least four (4) days of their vacation time in one block increments in a calendar year, and submitted no later than October of that year. If not used in a one week blocks in that calendar year, the officer will risk losing their unused vacation time. Full-time investigators may take vacation at any time without affecting other patrol officer's vacation eligibility. However, two full-time investigators may take vacation at the same time with approval of the Chief.

B In connection with the February 1 vacation selection, bargaining unit members shall designate a minimum number of "blocks," meaning days that must be taken consecutively in accordance with the following schedule:

Number of Days Vacation Blocks

20 days Four 4 day blocks
15 days Three 4 day blocks
10 days Two 4 day blocks

ARTICLE XII - SICKLEAVE

Section 12.1. 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.

Section 12.2. Days Earned.

All full-time police officers shall earn sick leave pay at the rate of thirteen (13) days per year and in the same amount during each subsequent anniversary.

Section 12.3. Use of Sick Leave; Sick Leave Buy Back.

(a) Absence from work due to any of the following occurrences as being properly chargeable to sick leave: illness or injury of the employee; or death or illness of a member of the immediate family necessitating the absence of the employee from his work (members of the immediate family shall include mother, father, wife, husband, brother, sister, children, mother-in- law and father-in-law, domestic partner). (b) Effective for calendar year 2014 and thereafter, the City will "buy back" unused sick days for those employees who use fewer than seven (7) days in a calendar year. Unused sick days will be bought at a rate of fifty (50%) percent. Payment will be made with the second January payroll run.

Section 12.4. Reporting of Sick Leave.

Any employee absent from work chargeable against sick leave shall be reported immediately to the Chief of Police or his designee as soon as possible, but no later than one (1) hour before the start of the day shift and no later than two (2) hours before the start of all other shifts. When absences due to illness are in excess of two (2) consecutive days, such absence may be required to be supported by a doctor's certificate at the discretion of the Police Chief. Employees who are absent due to severe accidents or to surgery must supply a signed doctor's release before they can return to work.

Section 12.5. Personal Days.

Each officer may designate three (3) days of his allotted thirteen (13) sick days as personal days.

Personal days are days off to conduct personal business which could not otherwise be conducted during hours of regular employment, or attend to personal matters or family emergencies. An employee requesting a personal day shall file a request in writing and a form provided by the City with the Chief. If the officer is seeking to utilize a personal day the officer shall notify the Department as soon as possible, but no later than the times described in Section 12.4 for the reporting of sick leave.

Section 12.6. Disability Insurance.

The City shall provide a long term disability insurance policy for employees for illnesses and injuries not otherwise covered by worker's compensation or the Public Employee's Disability Act. The City may purchase insurance or self-insure for this benefit. This benefit shall pay the officer's full time salary for the period of up to three (3) months in any year, subject to usual withholding. The City shall pay all premiums associated with such insurance.

In order to be eligible for such insurance, the officers must first utilize four (4) consecutive days of sick leave in the case of either an injury or an illness. Thereafter, the disability insurance benefit shall go into effect for a period of up to three (3) months.

ARTICLE XIII - ADDITIONAL LEAVES OF ABSENCE

Section 13.1. Unpaid Discretionary Leaves.

The City may grant an unpaid leave of absence under this Article to any bargaining unit employee where the City determines there is good and sufficient reason.

Section 13.2. Application For Leave.

Any request for a leave of absence shall be submitted in writing by the employee to the Police Chief of his designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by his immediate supervisor and it shall be in writing.

Section 13.3. Military Leave.

Military leave shall be granted in accordance with applicable law and this leave shall not be charged against vacation or sick leave and the employee will be compensated by the City for the difference between his military compensation and his normal monthly salary, less normal payroll deductions, for up to two (2) weeks per year for no more than two (2) employees per year.

Section 13.4. Funeral Leave.

In the event of death in the immediate family (defined as the employee's legal spouse, children, step children, adopted children, parents, parents of spouse and step-parents, grandparents, brother, sister and domestic partner), an employee shall be granted up to three (3) consecutive workdays as funeral leave if the employee attends the funeral. In the event of death of extended family (defined as the employee's uncle, aunt, niece, nephew, cousin) an employee may use a sick day as funeral leave if the employee attends the funeral. An employee shall provide satisfactory evidence of the family member's death and the employee's attendance at the funeral if requested by the City. This leave may be extended on a day to day basis at the discretion of the Chief. Days taken as funeral leave for immediate family shall not be deducted from sick leave.

Section 13.5. 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 13.6. 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 13.7. Light Duty.

At such time as an injured or ill officer is determined to be able to return to work on a light duty basis, the Chief in his discretion may require such officer to return to light duty at such assignment as the Chief deems appropriate, based on the needs of the department.

ARTICLE XIV - UNIFORM ALLOWANCE

In accordance with the City's policy in effect on the date of the signing of this Agreement, employees shall receive a check for uniform allowance during each fiscal year:

- A. Newly-hired officers shall receive an initial allowance of \$625.00 during their first year;
- B. Detectives shall receive a \$1,500 uniform allowance and patrol officers shall receive a \$1,000 uniform allowance.
- C. Uniform allowances will be paid the second pay period in May.

The City may schedule uniform inspections in May and November of each year.

Department Hand Gun. All Employees will follow the Policy issued by the Chief of Police on September 1, 2019 regarding Department hand guns. Any change to the Policy of September 1, 2019 will be negotiated with the Union before being implemented.

ARTICLE XV - WAGES

Wages are set forth on Appendix A. All employees shall receive step increases on their anniversary dates. The wage increase for the term of this contract shall be as follows:

2023 – 2024 2.50% 2024 – 2025 2.50% 2025 – 2026 2.75%

Wages, step-longevity movement and uniform allowance shall be retroactive to 5-1-2023.

Section 15.1. Lateral Hire Pay Scale.

The City, in its discretion, may hire fully certified full-time officers as lateral hires through a process other than through the City's Fire and Police Commission new hiring process. In such a case, the City has discretion to place such newly hired officers at a starting pay rate above the "Start Pay Rate" up to and including the :After 5 Years" Step.

Officers hired with 1 to 3 years of police service, will lateral in at 2 years of service pay scale on the "Officers Hired After 5-1-14" scale.

Officers hired with more than 3 years of police service, will lateral in at 4 years of service pay scale on the "Officers Hired After 5-1-14" scale.

No newly hired laterals will start at the departments highest pay level.

LONGEVITY

A. Employees hired prior to May 1, 2014, shall receive longevity increases as follows:

Anniversary Date	Percent Increase In Salary		
5 th year	2%		
10 th year	3.75%		
15 th year	5.5%		
20th year	7.25%		

B. Employees hired after May 1, 2014, shall receive longevity increases in salary on the following anniversary dates:

<u>Percent Increase In Salary</u>	
2%	
3.75%	
5.5%	
7.25%	

Except as provided in Section 15.1, all officers hired from the effective date hereof, either by the Police Commission or by some other method as determined by the City in the exercise of its home rule authority, shall be placed at the first step of the salary schedule.

ARTICLE XVI - TUITION REFUND PROGRAM

All Officers who enroll in a job-related course, preapproved by the Department Head and the City Manager, if the employee earns a "C" or better in the course, the cost of books, fees and tuition (at any institution with a University of Illinois (tuition-cost-comparability) will be 100% reimbursed.

ARTICLE XVII - INSURANCE

- (a) The City shall make available to non-retired employees covered by this Agreement and their dependents, group health, disability and hospitalization insurance and life insurance coverage and benefits to the same extent as provided to all other employees of the City. All insurance benefits currently enjoyed by officers and sergeants shall remain in full force and effect for the duration of the agreement. The cost of health insurance shall be shared by the City and the employees as follows: City - 80%, Employee - 20%.
- (b) In the event an officer is killed in the line of duty, the City will pay the surviving spouse's premium cost as allowed by the Police and Fire pension statute.

ARTICLE XVIII - MISCELLANEOUS PROVISIONS

Section 18.1. Gender; Vacancy in Position of Manager.

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

In the event there is a vacancy in the position of City Manager, all references to such position will be construed to refer to the City Mayor.

Section 18.2. Non-Discrimination.

The Employer shall not discriminate against officers in a manner that would violate state or federal law, and employment-related decisions within the bargaining unit will be based on qualifications and predicted performance in a given position without regard to race, color, sex, religion, age, or national origin of the officer nor shall the Employer discriminate against officers as a result of membership in the Union. Officers shall not be transferred,

assigned, reassigned for reasons prohibited by this Section, nor for reasons unrelated to skill, ability or the objective needs of the department. Where two or more officers have equal skill and ability, seniority shall control.

Section 18.3. 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 18.4. Union Business Leave.

To the extent that there is no disruption of service, increase in costs or interference with operations, leaves of absence without pay shall be granted to up to two (2) officers who are selected, delegated or appointed by the Union to (a) attend union meetings, conventions or educational conferences; or (b) attend grievance meetings or appeal hearings.

Section 18.5. 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 Police Department. The outside representative shall call the Chief 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 18.6. Confidentiality.

Any and all complaints filed against any police officer shall remain confidential and shall not be revealed to any person not in the chain of command within the Police Department other than ICOPs, the Board of Fire and Police Commissioners, the City Manager and 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 officer.

Section 18.7. Field Training Officer Pay.

Any officer assigned as Field Training Officer for another officer shall be paid an additional hour of straight-time pay for each four (4) hours worked during the course of training.

Section 18.8. Residency.

All members of the bargaining unit shall be free to reside outside of Country Club Hills City limits. Employees who comply with the contractual residency requirement of this section shall be deemed to be in compliance with the City's residency rules.

Employees, currently full-time officers of the Police Department, who may have been hired under a less restrictive residency rule than specified herein, shall continue to be subject to such less restrictive residency rule. Newly hired employees are required to establish residency within the defined geographic area set forth herein above within one (1) year after their date of hire as a condition of continued employment. Employees who fail to abide by the residency provisions set forth in this Section 18.8 shall be subject to discipline action up to and including discharge.

Section 18.9. Wellness/Health Club Membership.

The City will offer to contribute a total of \$300.00 a year in increments of \$150.00 each towards a health club membership to officers who elect to participate in this optional wellness program. Officers must receive approval to participate from the City's Risk Manager. The Risk Manager will evaluate the officer's progress every six months in order for the City to continue said funding.

Section 18.10. Secondary Employment.

- (a) No employee shall be employed in any other business, position or occupation that interferes in any way with his position or the full and proper performance of his duties. Secondary employment must not (1) result in a conflict of interest or bring the City into disrepute; (2) result in outside work during an employee's shift; (3) involve the use of City equipment and/or supplies; or (4) infringe on the employee's ability to do his job for the City.
- (b) All outside employment must be approved in writing by the Chief of Police on a Secondary Employment Form, and it shall not be unreasonably denied. All employees engaged in outside employment related to work which poses an enhanced risk must file with the City a Release, Hold Harmless, and Indemnity Agreement executed by the Secondary Employer and the City on a form acceptable to the City.
- (c) Secondary employment may be revoked by the City in the event (1) presents a conflict of interest with the work the employee does for the City; (2) brings the City in disrepute; (3) results in outside work during an employee's shift; (4) involves the use of City equipment and/or supplies; or (5) infringes on the employee's ability to do his job for the City.
- (d) No employee shall work more than 20 hours per week in secondary employment. At the direction of the City, the employee shall provide the City with written verification of hours worked at secondary employment.

Section 18.11 Voluntary Employees' Beneficiary Association

The parties will form a committee to study establishing a voluntary employees' beneficiary association (VEBA) mutually acceptable to both sides containing the following essential elements:

- (a) An employee retiring, receiving a line-of-duty disability, or honorably terminating service may defer a portion of eligible accumulated benefit time at an agreed-upon rate.
- (b) Employees shall contribute an additional percentage of their gross salary into the plan to repay.
- (c) Employees have a one-time lifetime opt-out option for the plan.

ARTICLE XIX - 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 specifically specified 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 an agreement, the impasse procedures of the Illinois Public Labor Relations Act shall be used.

ARTICLE XX - MAINTENANCE OF BENEFITS

All rights, privileges, and working conditions 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 by mutual consent. In the event that 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. In the event that the parties cannot agree to a modification after reasonable attempts on behalf of both

parties, the current right, privilege or working condition enjoyed by the employees at the present time shall remain in full force and effect.

ARTICLE XXI - 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 both patties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE XXII - TERMINATION

This Agreement shall terminate at 11:59 p.m. on April 30, 2026. Either side may request commencement of bargaining for a successor contract by filing a notice not less than one hundred twenty (120) days prior to expiration. This Agreement shall remain in full force and effect until a successor Agreement is in place.

Executed this 8 day of August, 2023

CITY OF COUNTRY CLUB HILLS

ILLINOIS COUNCIL OF POLICE

James W. Ford

Mayor

Richard L. Bruno

President

Cameron Brown

ICOPS Chapter Representative

APPENDIX A

Current	2 500/		
	2.50%	2.50%	2.75%
2022-2023	2023-2024	2024-2025	2025-2026
\$106,394.82	\$ 109,054.69	\$111,781.06	\$ 114,855.03
2022-2023	2023-2024	2024-2025	2025-2026
\$60,648.03	\$ 62,164.23	\$ 63,718.34	\$ 65,470.59
\$65,608.12	\$ 67,248.32	\$ 68,929.53	\$ 70,825.09
\$70,351.72	\$ 72,110.51	\$ 73,913.28	\$ 75,945.89
\$75,203.56	\$ 77,083.64	\$ 79,010.74	\$ 81,183.53
\$78,842.44	\$ 80,813.50	\$ 82,833.84	\$ 85,111.77
\$81,735.35	\$ 83,778.74	\$ 85,873.20	\$ 88,234.72
\$91,106.69	\$ 93,384.35	\$ 95,718.96	\$ 98,351.23
\$99,696.88	\$ 102,189.30	\$104,744.03	\$ 107,624.49
\$105,873.27	\$ 108,520.11	\$ 111,233.11	\$114,292.02
2022-2023	2023-2024	2024-2025	2025-2026
\$108,443.63	\$111,154.72	\$ 113,933.59	\$ 117,066.76
\$109,695.69	\$ 112,438.08	\$115,249.03	\$ 118,418.38
\$112,424.89	\$ 115,235.51	\$ 118,116.40	\$ 121,364.60
2022-2023	2023-2024	2024-2025	2025-2026
\$113,944.91	\$116,793.53	\$ 119,713.37	\$ 123,005.49
\$120,480.84	\$ 123,492.86	\$ 126,580.18	\$ 130,061.13
	\$106,394.82 2022-2023 \$60,648.03 \$65,608.12 \$70,351.72 \$75,203.56 \$78,842.44 \$81,735.35 \$91,106.69 \$99,696.88 \$105,873.27 2022-2023 \$108,443.63 \$109,695.69 \$112,424.89	\$106,394.82 \$ 109,054.69 2022-2023	\$106,394.82 \$109,054.69 \$111,781.06 2022-2023 2023-2024 2024-2025 \$60,648.03 \$62,164.23 \$63,718.34 \$65,608.12 \$67,248.32 \$68,929.53 \$70,351.72 \$72,110.51 \$73,913.28 \$75,203.56 \$77,083.64 \$79,010.74 \$78,842.44 \$80,813.50 \$82,833.84 \$81,735.35 \$83,778.74 \$85,873.20 \$91,106.69 \$93,384.35 \$95,718.96 \$99,696.88 \$102,189.30 \$104,744.03 \$105,873.27 \$108,520.11 \$111,233.11 2022-2023 2023-2024 2024-2025 \$108,443.63 \$111,154.72 \$113,933.59 \$109,695.69 \$112,438.08 \$115,249.03 \$112,424.89 \$115,235.51 \$118,116.40

APPENDIX B

I.C.O.P.S. APPLICATION FOR

MEMBERSHIPAND 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 Emp	oloyer		
to deduct from my wages each			
the Union and said Employer tl	he monthly dues whic	h may be charged b	y the Union
in order to maintain my membe	rship in good standing		
This Authorization shall be irr renewed for successive annu provided in the collective barga prior to the expiration of the anafrom time to time.	al periods, provided aining agreement, dur	that it may be re- ing the fifteen (15) o	voked, as lay period
Print Name	•••••	Job Title	••••
Signature		Date	
Address Street	City	State	Zip
Email		Date of Birth	
Telephone		Cell	
White - Union Copy	Yellow - Payroll Copy	/ Pink - Mem	nber Copy