
THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION
NUMBER 14-04

**A RESOLUTION APPROVING A SUCCESSOR COLLECTIVE BARGAINING
AGREEMENT BETWEEN THE METROPOLITAN ALLIANCE OF POLICE COAL
CITY POLICE CHAPTER #186 AND THE VILLAGE OF COAL CITY**

(MAY 1, 2013 THROUGH APRIL 30, 2018)

NEAL E. NELSON, President
PAMELA M. NOFFSINGER, Village Clerk

GEORGETTE VOTA
ROSS BRADLEY
TIMOTHY BRADLEY
TERRY HALLIDAY
DAVID TOGLIATTI
JUSTIN WREN
Village Trustees

RESOLUTION NO. 14-04

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(MAY 1, 2013 THROUGH APRIL 30, 2018)

WHEREAS, the Village of Coal City (“Village”) is a non-home rule municipality; and

WHEREAS, pursuant to the Illinois Public Labor Relations Act, the Village of Coal City has entered into collective bargaining agreements with the Metropolitan Alliance of Police Coal City Police Chapter #186; and

WHEREAS, on April 30, 2013, the most recent collective bargaining agreement expired and the parties entered into negotiations for the modification of the parties’ agreement prior to that date; and

WHEREAS, the parties have reached agreement on all terms and conditions of a new collective bargaining agreement, which has been memorialized in writing as the Agreement Between the Metropolitan Alliance of Police Coal City Police Chapter #186 and the Village of Coal City (the “Agreement”); and

WHEREAS, the Agreement shall be retroactively effective as of May 1, 2013, and continue through April 30, 2018; and

WHEREAS, the Corporate Authorities hereby deem it necessary and in the best interests of the residents of the Village of Coal City to enter into the Agreement;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Coal City, Counties of Will and Grundy, Illinois, as follows:

SECTION 1. RECITALS.

That the foregoing recitals shall be and are hereby incorporated into and made a part of this Resolution as if fully set forth in this Section 1.

SECTION 2. TITLE.

That this Resolution shall be known and may hereafter be referred to as the *Map CBA Approval Resolution*.

SECTION 3. AUTHORIZATION.

The Corporate Authorities shall and do hereby authorize, approve and direct the Village President to execute and deliver the Agreement in the form attached hereto as **Exhibit A**, which is incorporated as though fully set forth herein. The Corporate Authorities further authorize and direct the Village Clerk to affix the Village seal thereto and to attest the executed Agreement following the Village President's signature. Further, the Village President, Clerk, Administrator and Attorney are hereby authorized and directed to do all things necessary, essential or convenient to carry out and give effect to the purpose and intent of this Resolution.

SECTION 4. RESOLUTION OF CONFLICTS.

All resolutions or ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. SAVING CLAUSE.

If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution, which are hereby

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declared to be separable.

SECTION 6. EFFECTIVE DATE.

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

SO RESOLVED this 14 day of April, 2014, at Coal City, Grundy and Will Counties, Illinois.

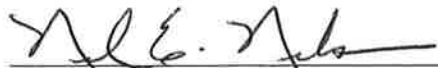
AYES: 6

NAYS: 0

ABSENT: 0

ABSTAIN: 0

VILLAGE OF COAL CITY


Neal E. Nelson, President

Attest:

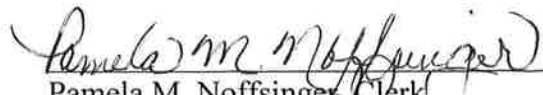

Pamela M. Noffsinger, Clerk

EXHIBIT A

**Agreement Between the Metropolitan Alliance of Police Coal City Police Chapter #186 and
the Village of Coal City**

(MAY 1, 2013 THROUGH APRIL 30, 2018)

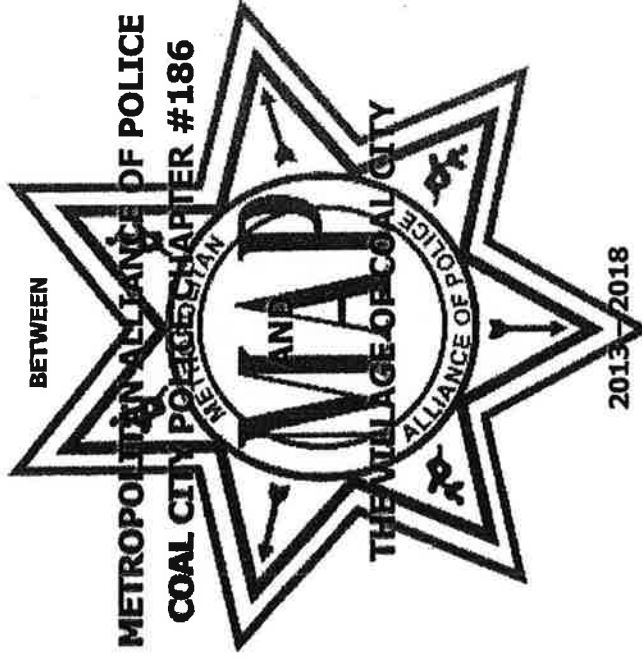
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4850-7291-3946, v. 1

AGREEMENT

BETWEEN

**METROPOLITAN ALLIANCE OF POLICE
&
COAL CITY POLICE CHAPTER #186**



2013-2018

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PREAMBLE

This Agreement entered into by the Village of Coal City, Illinois, hereinafter referred to as "Village" or "Employer" and the Metropolitan Alliance of Police, Coal City Police Chapter # 186, hereinafter referred to as the "Chapter or the "Union."

**ARTICLE I
RECOGNITION**

Section 1.1 Recognition

Pursuant to the certification by the Illinois Labor Relations Board in Case No. S-RC-05-135, the Employer recognizes the Union as the exclusive bargaining agent for all full-time sworn officers of the rank of patrol officer and police sergeant in the Village of Coal City, Illinois, for the purpose of establishing salaries, wages, and other conditions of employment.

None of the provisions of this Agreement shall be construed to require either the Employer or the Union to violate any Federal or State Laws.

Section 1.2 Probationary Period

All newly employed full-time police officers shall serve a probationary period of twelve (12) months. Time absent from work in excess of thirty (30) days in any twelve-month period shall not apply toward completion of the probationary period. During the probationary period, the officer shall be an employee at-will and may be disciplined or discharged without notice and without cause. With respect to discipline and/or discharge, the grievance procedure shall not be available to a probationary police officer.

Section 1.3 Fair Representation

The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Union.

Section 1.4 Gender

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

Section 1.5 Chapter Officers

For purposes of this Agreement, the term "Chapter Officers" shall refer to the Chapter's duly elected president, vice-president, secretary and treasurer.

Section 1.6 Bulletin Boards

The Employer shall provide a Union bulletin board at the police station. The Board shall be for the sole and exclusive use of the Union. The items posted shall not be political, partisan or defamatory in nature.

Section 1.7 Work Rules

The Village agrees to post or make available in the department a copy of its applicable work rules where such rules exist in writing. Whenever the Village changes rules or issues new rules applicable to employees, the Union will be given at least five (5) days prior notice, absent emergency, before the effective date of the work rules in order that the Union may discuss such rules with the Village within that five (5) day period before they become effective if the Union so requests.

Section 1.8 Labor-Management Meeting

The Chapter and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, quarterly meetings shall be held between Union and Employer representatives. Such quarterly meetings shall be scheduled within ten (10) days of notification by either party, or at a time mutually agreed upon by the parties. Each party shall submit written agenda items to the other party at least seven (7) days prior to the meeting. The meetings shall be limited to:

- (A) Discussion of the implementation and general administration of this Agreement;
- (B) A sharing of general information of interest to the parties;
- (C) The identification of possible health and safety concerns.

Two (2) Chapter representatives may attend these meetings. Attendance at such meetings shall not interfere with required duty time and attendance, if during duty time, shall be permitted only with the approval of the Chief. The Employer may assign appropriate management personnel to attend.

The parties may agree to conduct additional meetings.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Such meetings shall be chaired by the Employer representative. Grievances and arbitrations shall not be discussed at such meetings. Such meetings shall not constitute negotiations for the purpose of altering the Agreement.

ARTICLE II
MANAGEMENT RIGHTS

Except as limited by the express provisions of this Agreement, all the functions of management of the operations of the Village and the direction of its employees are exclusively vested in and retained by the Employer, including but not limited to the right to determine the means, methods and place of operation; to decide what work or services shall be performed by its employees; to establish number and classifications of positions; to discipline, or discharge employees; to maintain discipline, order and efficiency; to make, enforce and modify reasonable rules and regulations; to introduce new and improved methods, materials, equipment or facilities; and to change or eliminate existing methods, materials, equipment or facilities; to determine its mission, policies, budget, operations and to set forth all standards of service offered to the public; to plan, direct, control and determine the operations or services to be conducted by employees of the Village; to direct the work force; to determine the hours of work and shifts per week and to change work schedules; to hire and assign or to transfer employees within the department or other police related functions; to require employees to work overtime; to lay off or relieve employees due to lack of work or funds; to contract out for goods and services; to take any and all actions as may be necessary to carry out the mission of the Village and the Police Department in situations of civil emergency.

ARTICLE III
NO STRIKE CLAUSE

Section 3.1. No Strike

No police officer covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slow down or withholding of services. The Union agrees that neither it nor any of its officers, agents or members will call, institute, authorize, participate in, sanction or ratify any strike, work stoppage, slow down or withholding of services during the term of this Agreement, as a result of a labor dispute with Employer for any reason whatsoever. In addition, in the event of a violation of this Section the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 3.2. Discharge of Violators

The employer shall have the right to discharge or otherwise discipline any or all employees who violate any of the provisions of this Article. In such event, the employee or employees, or the Union in their behalf, shall have no recourse to the grievance procedure.

**ARTICLE IV
UNION SECURITY AND DUES**

Section 4.1 Dues Checkoff

With respect to any employee from whom the employer receives individual written authorization, signed by the employee in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the employee the dues and initiation fee required as a condition of membership in the Union, or a representation fee, and shall forward such amount to the Union within thirty (30) calendar days after close of the pay period for which the deductions are made, the amounts deducted shall be set by the Union.

Section 4.2 Fair Share

During the term of this Agreement, employees who are not members of the Chapter shall, commencing thirty (30) days after the effective date of this Agreement, pay a fair share fee to the Union for collective bargaining and contract administration services tendered by the Union as the exclusive representative of the employees covered by this Agreement. Such fair share fee shall be deducted by the Village from the earnings of non-members and remitted to the Union each month. The Union shall submit to the Village a current list of the employees covered by this Agreement who are members of the Chapter and an affidavit which specifies the amount of the fair share fee, which shall be determined in accordance with the applicable law.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected employee and the Union are unable to reach an agreement on the matter, the organization shall be selected by the affected employee from an approved list of charitable organizations established by the Illinois State Labor Board, and the payment shall be made to said organization.

Section 4.3 Indemnification

As long as the initial action is not brought by the Village, the Union shall indemnify and hold the Village harmless against any and all claims, demands, suits or other forms of liability brought against the Village, including costs and attorney's fees that may arise out of or by reason of any action taken by the Village for the purpose of complying with the provisions of Section 4.2, Fair Share. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved employee.

Section 4.4 Chapter Officers

The Village recognizes the right of the Union to select its Chapter officers. The Union agrees to furnish the Village, within two weeks of ratification of this Agreement, with the names of the Chapter officers selected by the Union. The Chapter officers shall be deemed as the Union's official spokespersons. Chapter officers are not permitted to conduct Union business during work hours without the permission of the Chief of Police.

Section 4.5 Subcontracting

The Village agrees not to lay off employees as a result of contracting out bargaining unit work.

Section 4.6 Part-Time Police Officers

The Village may utilize part-time officers who are certified law enforcement officers to supplement existing staff as well as substitute on patrol when full-time officers are absent as a result of attending training or when full time officers are absent and any of the following conditions exist:

- A. Absence due to training attendance, for up to 440 hours total per fiscal year.
- B. After 3 consecutive shifts have been missed due to an injury and/or sickness while on duty, up to a maximum of 26 weeks time.
- C. Granted time off for a third or subsequent officer on a shift where two full time officers are already granted time off and filled by full time officer(s).
- D. Any time an officer is off duty an excess of 3 consecutive shifts with an injury and/or sickness unrelated to police duty, for the duration of the absence of that officer.
- E. When all full time officers refuse overtime.
- F. Compensatory time use with less than 5 days notice; and when all full time officers refuse

Part-time officers cannot hold a supervisory rank and cannot be a supervisor to any full-time police officer or sergeant. Utilization of part-time officers shall not diminish the rights of the bargaining unit other than as expressly indicated herein.

ARTICLE V
COMPENSATION AND HOURS OF WORK

Section 5.1 Application

This Article is intended to define the normal hours of work and shall not be construed as a guarantee of a maximum or minimum daily or weekly work schedule.

Section 5.2 Compensation

The base salary, step movement and placement of officers on the salary schedule shall be in accordance with Appendix A.

Section 5.3 Hours of Work and Overtime

Overtime shall be mandatory.

5.3.1 Eight-Hour Shift

Employees who are assigned to an eight-hour shift shall receive overtime pay for all time worked in excess of 80 hours in a 14-day work period. Overtime shall be compensated at a rate of one and one-half (1-1/2) times the employee's regular hourly straight time rate of pay. For purposes of overtime pay calculations, time worked shall include all authorized paid time off.

Employees shall be permitted two 15 minute rest periods, one to be taken at a reasonable time during the first half of the shift and one to be taken at a reasonable time during the second half of the shift, and one 30 minute meal period during each shift. Employees shall remain on duty and within Village limits during rest and meal periods.

5.3.2 Twelve-Hour Shift

Employees shall be assigned to a twelve-hour shift and shall receive overtime pay for all time worked in excess of 84 hours in a 14-day work period. Overtime shall be compensated at a rate of one and one-half (1-1/2) times the employee's regular hourly straight time rate of pay. For purposes of overtime pay calculations, time worked shall include all authorized paid time off.

Employees shall be permitted two 15 minute rest periods and one 45 minute meal period during each shift. Employees shall remain on duty and within Village limits during rest and meal periods.

Employees shall bid annually by seniority to the following shifts:

| | |
|-------------|--------------------|
| Days: | 0600hrs - 1800hrs |
| Afternoons: | 1400hrs - 0200 hrs |
| Nights: | 1800hrs - 0600 hrs |

Employees working on the afternoon shift (1400-0200hrs) may be required to work either the day or night shift should manpower needs require, as long as they are provided with a minimum of 48 hours advance notice. Afternoon shift employees being temporarily adjusted to day or night shift shall be granted a minimum of 8 hours rest

between shifts and shall not be required to work more than 16 hours in any 24 hour period. Officers may switch shift time upon request by Chief of Police and Officer agreement.

5.3.3 Effects Bargaining

In the event that the Village, in its sole discretion, elects to change the practice of using a 12-hour shift for patrol assignments, it agrees to bargain with the Union over the effect of such change prior to implementing the change.

Section 5.4 No Pyramiding

Pyramiding of wages or benefits shall not be permitted.

Section 5.5 Call Out

When an employee is called out to work for an assignment that does not continuously precede or follow the employee's scheduled work hours, a minimum of two (2) hours of compensation at one and one-half time his regular rate shall be paid.

Section 5.6 Court Time

An employee who is required by the Village to be in court while off duty, unless the time extends to his regular work shift, shall be paid a minimum of two (2) hours pay, or the actual time worked, whichever is greater, at one and one-half times his regular rate.

Section 5.7 Compensatory Time

With the authorization of the employer and the approval of the employee, overtime compensation, at the overtime rate, may be taken as compensatory time. Compensatory time off may accumulate to a maximum of 80 hours. Use of compensatory time off shall be with the approval of the Chief. The current practice for approval of compensatory time shall be continued, and usage shall not be unreasonably denied.

Section 5.8 Shift Exchange

Subject to the approval of the Chief, employees may exchange shifts so long as the exchange does not result in overtime payments to be required to be made to any employee.

Section 5.9 Educational Reimbursement

Employees are eligible to receive reimbursement for tuition and books for approved courses. In order to receive reimbursement, employees must obtain the prior approval of the Chief and the Village Administrator on forms provided by the Village. To be eligible for reimbursement the course must:

1. Be taken from an accredited college or university.
2. Be related to the employee's job function.
3. Completed with a grade of "B" or better.
4. Not be a repeat of a course previously taken.

The employee shall provide the Village with all necessary documentation to confirm compliance with these provisions.

Section 5.10 Reimbursement for Training and Mileage

An employee who is required and authorized by the employer to use his private vehicle for Village business shall be reimbursed at the per mile rate established by the Internal Revenue Service from time to time. An employee who is required and authorized to attend training shall receive appropriate reimbursement as established by the Village for all Village employees.

Section 5.11 Health Club Reimbursement

Employees shall receive reimbursement for health club membership in accordance with the policy established for all Village employees, as it may be amended from time to time.

Section 5.12 Field Training Officer

Patrol officer will receive an additional \$.50 per hour compensation when performing FTO duties.

**ARTICLE VI
VACATION**

Each full-time police officer shall receive annual paid vacation leave in accordance with the following schedule in the calendar year in which the employee reaches the service requirement:

| <u>Years of Service</u> | <u>Vacation</u> |
|-------------------------|-----------------|
| After 1 year | 84 hours |
| Six through ten | 126 hours |
| Eleven through sixteen | 168 hours |
| After sixteen | 180 hours |
| After seventeen | 192 hours |
| After eighteen | 200 hours |
| After nineteen | 208 hours |
| After twenty | 216 hours |

All vacations shall be scheduled with the approval and consent of the Police Chief. Vacations must be used each calendar year, unless the employee is required by the employer not to use said vacation time. Except as provided herein, all earned vacation not used by the employee by the end of the Calendar year shall be forfeited unless the vacation time is not used because of the employer's requirements.

ARTICLE VII
HOLIDAYS AND PERSONAL TIME

Section 7.1 Holidays

The following are paid holidays:

New Year's Day
Spring Holiday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

Section 7.2 Holiday Pay/Holiday on Day Off

- A. Employees required to work during any one of the holiday periods listed above shall receive eight (8) hours of holiday pay at the employee's straight time rate. In addition, affected employees shall be compensated at one and one-half times their regular rate of pay for the actual hours worked.
- B. Employees not scheduled to work a holiday shall receive eight (8) hours of straight time pay.
- C. In order to receive holiday pay, the employee must work their regularly scheduled shifts prior to and after the holiday, unless their absence is excused by the Employer.
- D. An employee must be employed for thirty (30) days in order to be eligible for holiday pay.
- E. Employees will receive their holiday pay as a lump sum on March 1 and November 1 of each year. This lump sum will be either as cash compensation or compensatory time at the officer's discretion. This election must fall within the standards for compensatory time provided within Section 5.7.

Section 7.3 Personal Time

Each police officer shall receive 32 hours of personal time each calendar year which may be used upon mutual agreement between the employee and employer. Use of personal time may be denied due to manpower needs of the employer. At the end of each calendar year unused personal time shall be forfeited, unless the personal time is not used because of the employer's requirements.

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ARTICLE VIII
LEAVE OF ABSENCE

Section 8.1 Absence from Work

All absences from work, including illness, must be reported by the employee to the Supervisor in charge a minimum of two (2) hours prior to the assigned work shift. Unauthorized absence from work is to be regarded as an unpaid absence without leave. Instances of absence without leave may be grounds for disciplinary action. If an officer becomes ill during working hours, he must notify his supervisor before leaving work.

Section 8.2 Sick Leave

Sick leave may only be used for illness of the employee or an illness of the employee's spouse or minor children residing in the employee's house. If the duration of the illness lasts longer than one day, the employee must notify the Chief of Police and/or his designee daily. An employee may be required, after three (3) consecutive shift absences, to furnish a certificate from a licensed physician to support their sick leave claim; such certification must be approved by the Chief for continuance of sick leave benefits. An employee who has three events of sick leave usage in a six month period may be required to furnish a certificate from a physician to support the sick leave claim for any further sick leave usage for the six month period following the third event. The employee may be required to be examined by a physician designated by the Village at the expense of the Village.

Section 8.3 Sick Leave Accrual and Usage

In order to use accrued sick leave and receive compensation while absent the employee shall comply with the provisions of Sections 8.1 and 8.2. The deduction for sick leave used shall be in increments of four (4) hours.

Employees shall accrue sick leave at the rate of eight (8) hours per month worked. An employee shall receive credit for a month worked if that employee has worked at least one-half of the workdays in a calendar month, or has been absent on a paid leave at least one-half of the workdays in a calendar month, or any equivalent combination of work and paid leave.

An employee may accumulate sick leave to a maximum of 1040 hours. Employees whose accumulated sick leave exceeds the foregoing maximum as of the date of the execution of this agreement shall be permitted to maintain that accumulated amount as their sick leave maximum.

Section 8.4 Funeral Leave

In the event of the death of member of the employee's immediate family the Chief or his designee may grant time off with pay not to exceed twenty-four (24) hours. An additional sixteen (16) hours of paid leave may be granted with Board approval for funerals which are 500 hundred miles or more from the village limits. For purposes of this section, immediate family is defined as the employee's spouse, child, brother, sister, step-children, parent, step-parents, grandparent or grandchild and to the same relationships of the employee's spouse.

Section 8.5 Military Leave

Military leave shall be granted in accordance with state and federal law.

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ARTICLE IX
GRIEVANCE PROCEDURE

Section 9.1 Definition

A grievance is defined as any disagreement between the Union or an employee and the Employer over the interpretation or application of any provision of this Agreement.

Section 9.2 Grievance Steps

Step 1. CHIEF OF POLICE

Any employee who has a grievance shall submit the grievance in writing to the Chief of Police or his designee. The grievance shall contain a statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than ten (10) business days from the date of the occurrence of the matter giving rise to the grievance, or within ten (10) business days of when the employee, through the use of reasonable diligence, could have known of the occurrence of the event giving rise to the grievance. An employee's failure to file a grievance within the time period specified shall constitute a waiver of any rights to advance the grievance. The Chief or his designee shall render a written response to the grievant within ten (10) business days after the grievance is presented.

Step 2. VILLAGE ADMINISTRATOR

If the grievance is not settled at Step 1 and the employee, or the Union, wishes to appeal the grievance to Step 2, it shall be submitted in writing to the Village Administrator within five (5) business days after receipt of the Chief's answer to Step 2. Thereafter the Village Administrator or his designee shall meet with the grievant and a Union representative within fifteen (15) business days of receipt of the appeal. The Village Administrator or designee shall submit a written answer to the grievant and the Union within ten (10) business days following the meeting.

Step 3. ARBITRATION

If the grievance is not settled at Step 2 and the Union wishes to appeal the grievance from Step 2 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within fifteen (15) business days of receipt of the Administrator's answer provided to the Union at Step 2:

- A. In the absence of agreement on the selection of a neutral arbitrator, the parties shall file a joint request with the Federal Mediation & Conciliation Service (FMCS) for a panel of seven (7) arbitrators from which the parties shall select a neutral arbitrator. The parties shall agree to request the FMCS to limit the panel to members of the National Academy of Arbitrators and to those residing in the greater Chicago area. Both the Village and the Union shall each have the right to reject one panel in its entirety within seven (7) business days of its receipt and request that a new panel be submitted. The Village and the Union shall alternately strike names from the panel. The order of striking names shall be determined by a coin toss. The remaining person shall be the arbitrator.

Section 8.6 Jurv Duty

Employees shall receive their regular base pay for the time spent on Jury Duty upon signing and remitting their Jury Duty check to the Village.

Section 8.7 Family and Medical Leave

Family and medical leave shall be granted in accordance with the Village's FMLA policy.

Section 8.8 General Leave

Upon written request from an employee, the Village Administrator, with advice and consent from the Village Board may grant a leave of absence without pay or other benefits for a period of time not to exceed six months. Seniority shall not accrue while on said leave. Said leave may not be used for other employment.

Section 8.9 Sick Leave Buy Back Policy

From time to time, the Village will allow all full time employees, to transfer all or a portion of unused sick time to vacation time, or elect to be paid at their normal rate of pay for such hours. Currently, eligible employees using less than 32 hours of sick leave during the calendar year may elect to receive payment (at straight time) or vacation time up to 32 hours, less the number of hours of sick time actually used. Eligible employees will receive forms on which they may make said election, in the following calendar year.

Upon separation, employees shall receive a lump sum payment equal to their 20% of their unused sick time, up to a maximum of 1040 hours. To be eligible for this benefit, employees must have 15 years of service and may not have been terminated for cause.

B. The arbitrator shall be notified of his/her selection and shall be requested to set a date for the hearing, subject to the availability of Union and Village representatives. The fees and expenses of the arbitrator and the cost of a written transcript for the arbitrator shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses and the cost of any transcript requested by that party.

Section 9.3 Limitations on Authority of Arbitrator

The power of the arbitrator shall be limited to the interpretation and application of the written terms and provisions of this Agreement. In no event may the terms and provisions of the Agreement be deleted, modified or amended by the arbitrator. He shall consider and decide only the specific issue(s) raised by the grievance as submitted to the Village at Step 1 or Step 2, and shall have no authority to make his decision on any issue not so submitted to him. The arbitrator shall submit his written decision within thirty (30) calendar days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. In the event the arbitrator finds a violation of the Agreement, he shall determine an appropriate remedy. The decision of the arbitrator shall be final and binding on the parties.

Section 9.4 Miscellaneous

9.4.1 A business day is defined as a calendar day exclusive of Saturdays, Sundays or holidays observed by the Village.

9.4.2 No grievance may be filed outside of the time limits provided in Step 1. No grievance filed after the foregoing period shall be processed. The failure of an employee to act within the time limits will act as a bar to any further appeal under the grievance procedure.

9.4.3 Any decision not appealed by the Union or the grievant as provided within the time limits specified in each step shall be considered settled on the basis of the latest decision and shall not be subject to further appeal. Any grievance not answered within the time limits specified in each step shall be automatically appealed to the next step. Time limits at each step may be extended by mutual written agreement of the grievant and the Village.

9.4.4 No matter or action shall be treated as a grievance unless a grievance is filed in accordance with this Article.

Section 9.5 Compensation During Grievance Procedure

The grievant and one Union Steward shall be given paid time off to participate in the Step 1, Step 2 and Step 3 meetings, if the meetings are conducted during the employees' scheduled work time.

**ARTICLE X
NON-DISCRIMINATION**

Neither the Village nor the Union shall discriminate against any employee covered by this Agreement in a manner that would violate applicable laws. Any dispute concerning the interpretation and application of this paragraph shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

ARTICLE XI
DISCIPLINE

Section 11.1 Procedure of Discipline

If the Village has reason to discipline an employee, it will make every effort to do so in a manner that will not unduly embarrass the employee before other fellow employees or members of the public.

When any complaint, whether anonymous or not, is made against an officer and said complaint is unfounded or not sustained, no reference of this complaint shall be made to the Village of Coal City of Fire and Police Commissioners either verbally or in written form, or placed in the Employee's personnel file. Such complaint will not be used in the determination of promotions or assignments. Any complainant filing a formal complaint shall do so in the form of a legal affidavit.

Section 11.2 Right to Investigate

The Village agrees to abide by the lawful requirements of the Illinois Compiled Statutes as they relate to the investigation of Officers and Sergeants, specifically but not limited to, the Uniform Peace Officer's Disciplinary Act, 50 ILCS 725/1 *et seq.*, and "Weingarten Rights."

The Village agrees to periodically inform any Officer covered by this Agreement of the ongoing status of any investigation concerning the affected Officer pursuant to this Article. Such information shall be provided to the Officer 30 days following the date of any formal interrogation/interview, and shall be provided upon request each 30 days thereafter.

If not on duty, the affected Officer shall be compensated for time spent during the interrogation/interview at the affected Officer's applicable rate of pay.

Section 11.3 Disciplinary Action

Prior to imposing discipline, the Chief of Police or the Chief's designee will set a meeting with the employee to advise the employee of the proposed discipline and the factual basis therefore, in writing. The employee shall be entitled to Union representation at that meeting. After the conclusion of said meeting, the Chief or the Chief's designee will issue a Decision to Discipline, in writing, as to the proposed discipline ("Decision to Discipline"), to the affected employee and the Union. At the employee's option, disciplinary action against the employee may be contested either through the arbitration procedure of this Agreement or through the Board of Fire and Police Commissioners ("BOFPC"), but not both. In order to exercise the arbitration option, an officer must execute an Election, Waiver and Release form ("Election Form" attached as Appendix B). This Election Form and disciplinary process is not a waiver of any statutory or common law right or remedy other than as provided herein. The Election Form shall be given to the officer by the employer, at the time the officer is formally notified of the Decision to Discipline.

The employee shall have three (3) calendar days to submit a copy of the Election Form and Decision to the Union for approval to arbitrate the discipline. The Union shall have an additional seven (7) calendar days to approve or deny the request for arbitration. If the Union authorizes an arbitration concerning the discipline, it shall notify the Chief or the Chief's

designee in writing of the intent to arbitrate within ten (10) calendar days of the issuance of the Decision to Discipline. If approved by the Union for arbitration, the Election Form shall constitute a grievance which shall be deemed filed at the arbitration step of the grievance procedure. When a grievance is elected, the arbitrator will determine whether the discipline was imposed with just cause, and whether the discipline was excessive. If the arbitration is not approved by the Union within ten (10) calendar days of the Decision to Discipline, or is not elected by the employee, the employee retains his rights to appeal discipline before the Village of Coal City Fire & Police Commission in accordance with the Illinois Municipal Code, Division 2.1, Board of Fire and Police Commissioners, 65 ILCS 5/10-2.1 *et seq.*, as amended. If grievance arbitration is elected, the Village has the right to unilaterally impose the proposed discipline immediately, subject to possible later modification or reversal by an arbitrator if the Chief simultaneously provides the officer with a copy of all reports and evidence which has been relied upon by the Chief to demonstrate the alleged rule violation, including mitigating and exculpatory evidence.

Section 11.4 Written Reprimand

In cases of written reprimand, notation of such reprimand shall become a part of the employee's personnel file and a copy given to the employee. The officer will be given the opportunity to submit his written response outlining his point of view in regards to the incident. The officer's written response will be attached to and remain part of the letter of reprimand as long as the reprimand remains in his/her file.

Section 11.5 Purge of Personnel File

Any written reprimand shall be removed from the employee's record, if, from the date of the last reprimand, twelve (12) months have passed without the employee receiving an additional reprimand or discipline for the same or substantially similar offenses.

ARTICLE XII
PERSONNEL FILES

The Village agrees to abide by the lawful requirements of the "Personnel Record Review Act" (820 ILCS 40/0.01).

ARTICLE XIII
INSURANCE

Section 13.1 Provision of Insurance

The Employer shall provide group health insurance coverage for bargaining unit employee at the same level of benefits in which the Employer provides for the general non-represented workforce of the Employer.

The employee shall pay 15% of the premium for the type coverage selected. The percentage of premium paid by bargaining unit members shall not exceed the percentage paid by non-represented employees.

Section 13.2 Plan Document to Govern

The extent of coverage under the insurance plans and/or policies referred to in this Article shall be governed by the terms and conditions set forth in the plans and/or policies. Any dispute concerning the coverage shall be resolved in accordance with the terms and conditions of said plan or policy and shall not be subject to the grievance procedure of this Agreement.

Section 13.3 Group Life Insurance

For the duration of the Agreement, the Village shall provide group life insurance coverage with a death benefit of fifty thousand (\$50,000.00). The total cost of the life insurance premiums are to be paid by the Village.

ARTICLE XIV
UNIFORM BENEFITS

Section 14.1 Uniforms

Uniforms shall be prescribed by the Employer. Uniforms shall be provided to each Employee upon hire. Uniforms shall remain the property of the Employer.

Section 14.2 Uniform Allowance

On May 1 of each year of this Agreement, each officer shall have an annual uniform allowance, as outlined in the schedule below, to be used for the replacement and acquisition of authorized uniform components and equipment. The allowance shall be implemented via a voucher system.

| | |
|-------------|----------|
| 2013 - 2018 | \$550.00 |
| 2013 - 2014 | \$550.00 |
| 2014 - 2015 | \$550.00 |
| 2015 - 2016 | \$550.00 |
| 2016 - 2017 | \$550.00 |
| 2017 - 2018 | \$550.00 |

ARTICLE XV

OFF DUTY EMPLOYMENT

The Village reserves the right to approve part-time employment requests. The Village shall not unreasonably deny such requests. Full-time Village employees may not carry on, concurrently with their public service, any private business, undertaking or employment, attention to which affects the time or quality of their work, or which casts discredit upon or creates embarrassment for the Village Government. No Village uniforms or equipment may be used for off duty employment.

ARTICLE XVI
SENIORITY

Section 16.1 Seniority

Unless stated otherwise in this Agreement, seniority for the purpose of this Agreement shall be defined as a police officer's length of continuous full-time service in rank with the Village since the police officer's last date of hire. Seniority shall not include periods of unpaid leave time in excess of thirty (30) days consecutive. An employee's seniority shall entitle such employee only to such rights as are specifically provided for in this Agreement.

Section 16.2 Loss of Seniority

An employee shall lose all seniority credit in the event of the following:

- a. Voluntary or involuntary termination.
- b. An employee fails to give a written notice of an intent to return to work within 3 days of a notice for recall.
- c. An employee is absent from work for 3 days without advising the Employer.
- d. The employee is retired.

Section 16.3 Maintenance of Seniority List

A current and up-to-date seniority list showing the names and length of service of each police officer shall be maintained for inspection by members and shall be updated on an annual basis. In the event that any event occurs which the Employer views as modifying the seniority of any member, the Employer agrees to advise the Chapter of such event.

ARTICLE XVII
EXTRA DUTY EMPLOYMENT

Extra duty employment shall be defined as employment for which the Village is reimbursed by the entity seeking special security from Village employees. Employees working extra duty employment shall be compensated at the rate of Forty Dollars (\$40.00) per hour.

ARTICLE XVIII
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, court or agency decision; and upon issuance of such a decision, the Village and the Union agree to notify one another and to immediately begin negotiations on a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XIX
RESIDENCY

Employees may be allowed to reside within twenty (20) miles of the Coal City Police Department, including anywhere within the corporate limits of any community whose borders begin within this limit.

ARTICLE XX
DRUG TESTING

Section 1 - Statement of Policy:

It is the policy of the Village of Coal City that the public has the right to expect persons employed by the Village to be free from the effects of drugs and alcohol. As a public Employer, the Village is subject to certain duties to maintain a drug-free workplace, under Federal and State Laws. Nothing in this Agreement shall be interpreted in a manner which might prevent the Village from fulfilling such duties, or from taking measures necessary to maintain a drug-free workplace. The Employer has the right to expect its Officers to report for work fit and able for duty. The purpose of this policy shall be achieved in such manner as not to violate any established rights of the officers.

Section 2 - Prohibitions:

Officers shall be prohibited from:

- A. consuming or possessing alcohol, unless in accordance with duty requirements, at any time during the work day or anywhere on any Village premises or job sites, including all Village buildings, properties, vehicles and the officer's personal vehicle while engaged in Village business;

- B. officers may immediately be subject to discharge for illegally consuming, possessing, selling, purchasing or delivering any illegal drug, unless in accordance with duty requirements;

This section is not intended to limit the duty of the Employer to enforce the laws of the State of Illinois and all regulations of the Coal City Police Department, or to restrict the Employer's right to require prospective hires to submit to a drug screening procedure.

Section 3 - Drug and Alcohol Testing:

Random Testing: The Village shall have the right to administer random drug testing.

No more than 12 random tests can be conducted during the Village's fiscal year and no more than two (2) Officers will be required to be tested in each of the random tests. An officer may not be tested more than twice during any 12 month period until all officers are tested twice. Officers who are part of a continued employment agreement will be tested per that agreement and also be subject to the provisions of these random test procedures.

In addition to random testing, the Chief of Police may utilize reasonable suspicion or post accident testing. If the Chief of Police or his designee has reasonable suspicion that an officer is under the influence of alcohol or illegal drugs during the course of any on duty hours, the Chief of Police shall have the right to require the officer to submit to alcohol or drug testing as set forth in this Agreement. Reasonable suspicion determinations will be documented. The document will be completed and signed by the supervisor within four (4) hours of the observed behavior or before the results of the test are released, whichever is later. Reasonable suspicion alcohol testing must be conducted within three (3) hours following a determination of reasonable suspicion.

In the event that a Police Officer is on a scheduled vacation on the day that the test is ordered, he shall not be required to submit to the test until his return to work.

The testing process shall be commenced by order of the Police Chief/designee, directing the time and place for collection of sample from each police officer which may include "on site" testing. No advance notice need be given. Upon completion of the collection of the samples from the police officer, such samples shall be forwarded to the testing facility.

Post Accident: As soon as is practicable following an accident in a Village vehicle or in a police officer's private vehicle if the accident occurs while on duty in which there is injury damage that exceeds the Illinois motor vehicle crash reporting standard (currently \$1,500), or the police officer receives a moving vehicle citation arising from the accident the police officer can be tested for drugs and alcohol. As soon as is practicable following the accident, the police officer must contact his supervisor to report that he was involved in an accident. The officer must notify the supervisor if any type of drug or alcohol testing was administered at the time of the accident and execute a release of the results to the Police Chief. The supervisor may direct the officer to be tested for any substances for which testing was not already accomplished. A police officer subject to post-accident testing must remain readily available for testing or will be deemed to have refused testing. A police officer subject to post accident testing must refrain from using alcohol for eight (8) hours following an accident, or until he undergoes an alcohol test, whichever occurs first. Any delay in testing caused by the police officer, in reporting the accident within this 8 hour period, reporting for testing or producing a sample for testing as well as refusal to undergo post-accident testing will be treated as if the police officer received a positive test result.

Section 4 - Tests to be Conducted:

In conducting the testing, authorized by this Agreement, the Village of Coal City shall:

- A. use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA) or the Department of Health and Human Services;
- B. insure that the laboratory or facility selected conforms to all NIDA or DHHS standards;
- C. establish a chain of custody procedures for both sample collection and testing that will insure the integrity of the identity of each sample and test results. No officer covered by this Agreement shall be permitted at any time to become a part of this chain of custody;
- D. collect a sufficient sample of urine from an officer to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the officer;
- E. collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration;
- F. confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- G. provide the officer tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the officer's own choosing, at the officer's expense; provided the officer makes such demand of the Chief of Police or his designee within seventy-two (72) hours of receiving the results of the test;
- H. require that the laboratory or hospital facility report to the Chief of Police that a urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Village inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of test administered), the Village will not use such information in any manner or forum adverse to the officer's interests;
- I. require that with regard to alcohol testing, for the purpose of determining whether or not the officer is under the influence of alcohol, test results that show an alcohol concentration of .02 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive. This shall not preclude the Village from attempting to show that lesser test results, i.e. below .02 demonstrate that the officer was under the influence of alcohol, but the Village shall bear the burden of proof in such cases;
- J. provide each officer tested with a copy of all information and reports received by the Village in connection with the testing and the results at no cost to the officer;
- K. insure that no officer is the subject of any adverse employment action except temporary reassignment or relief from duty with pay during the pendency of any **positive drug test**. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

Section 5 - Drug Testing Standard:

The laboratory will screen for the following: alcohol, amphetamines, cannabinoids (marijuana), phenylethylamine (PCP), cocaine, barbiturates, benzodiazepines, methadone, methaqualone, propoxyphene and opiates. Any level of presence of these drugs will be considered a positive result.

Section 6 - Prescription Drug Detection

Employees are required to report to their supervisors any known adverse side effects of medication or prescription drugs which they are taking which might affect or impact the performance of their duties. At the time of testing, if an employee is taking a prescription drug, the employee must report said use and provide a copy of the prescription upon request. Any positive test result which is based on the prescription drug at the prescribed levels shall be considered a negative test result for purposes of this article.

Section 7 - Voluntary Requests for Assistance:

The Village shall take no adverse employment action against an officer who prior to any mandatory testing and for the first time voluntarily seeks treatment, counseling or other support for an alcohol or prescribed drug problem, other than the Village may require reassignment of the officer with pay if he is then unfit for duty in his current assignment. The Village may make available through its Employee Assistance Program (if available) a means by which the officer may seek referrals and treatment. All such requests shall be confidential and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the officer's interest, except reassignment as described above.

Section 8 - Discipline:

In the first instance that an officer tests positive on both the initial and the confirmatory test for a prescribed drug, or is found to be under the influence of alcohol, and all officers who voluntarily seek assistance with a prescribed drug or alcohol or both related problem, shall not be subject to any disciplinary or other adverse employment action by the Village. The provisions of this section shall not apply to officers who test positive for illegal drugs. The foregoing is conditioned upon:

- A. the officer agreeing to appropriate treatment as determined by the physician(s) involved;
- B. the officer discontinues his abuse of the prescribed drug or abuse of alcohol;
- C. the officer completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
- D. the officer agrees to submit to random testing during hours of work during the period of "after-care".

Officers who do not agree to or act in accordance with the foregoing, or who test positive for prescribed drugs, or test positive for alcohol a second or subsequent time during the hours of work shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an officer on active status through the period of rehabilitation if it is appropriately determined that the officer's current use of alcohol or drugs prevents such individual from performing the duties of a peace officer or whose continuance on active status would constitute a direct threat to the property or safety of others. Such officers shall be afforded the opportunity to use any

accumulated paid leave that they may have, such as compensatory time, vacation time, sick days (maximum of sixty (60) sick days) or personal days, or take an unpaid leave of absence pending treatment at their option.

The foregoing shall not limit the Employer's right to discipline officers for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

Nothing within this provision shall be deemed a waiver of the rights of any member to challenge any discipline imposed, including but not limited to the procedure used for the testing and the results obtained.

ARTICLE XXI **RATIFICATION**

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

APPENDIX A
WAGE SCHEDULE

ARTICLE XXII
ENTIRE AGREEMENT

This agreement shall constitute the full and complete commitments between both parties. It supersedes and cancels all previous agreements verbal or written or based on alleged past practices between the employer and the Union.

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 from the area of collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement, including the impact of a decision by the Village on an inherent managerial policy, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Therefore, this Agreement constitutes the sole, entire existing Agreement between the parties hereto, supersedes all prior agreements, oral and written, expressed or implied between the Village and the employees representative and expresses fully and without reservation all obligations and restrictions imposed upon each of the respective parties during the term of this Agreement.

All prior charges, complaints, grievances, discharges or reprimands, known or unknown, before signing of this Agreement are not subject to this Agreement.

ARTICLE XXIII
TERM

This Agreement shall be effective upon its execution by both parties and shall remain in force and effect until April 30, 2018. Not earlier than ninety (90) days preceding expiration, either party may notify the other in writing of its desire to modify the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this 15 day of April, 2014, intending to be legally bound thereby.

METROPOLITAN ALLIANCE OF POLICE
Coal City Police Chapter #186

VILLAGE OF COAL CITY,
an Illinois Municipal Corporation


President, Coal City Police M.A.P. Ch. #186


President, Metropolitan Alliance of Police

ATTEST:



**APPENDIX B
ISSUED EQUIPMENT**

The following equipment will be issued by the City to officers starting on the Coal City Police Department.

| Amount | Item Received |
|--------|---|
| 1 | Glock Model 37 Pistol |
| 3 | Gun Magazines |
| 1 | Security Lock for Pistol |
| 1 | Safari Land Holster |
| 1 | Double Magazine Pouch |
| 1 | Security Locker for Pistol |
| 1 | Portable Radio with Case & Lapel Microphone |
| 1 | Ballistic Vest |
| 1 | Outside Vest Carrier |
| 1 | Chemical Spray Container |
| 1 | Nylon Chemical Spray Holder |
| 3 | Pair Uniform Pants |
| 3 | Short Sleeved Uniform Shirts |
| 3 | Long Sleeved Uniform Shirts |
| 1 | All Weather Uniform Jacket |
| 1 | Uniform Raincoat |
| 2 | Uniform Badges |
| 1 | Pair Uniform Boots |
| 1 | Uniform Belt |
| 1 | Equipment Belt |
| 4 | Belt Keepers |
| 1 | Handcuff Case |
| 2 | Pairs of Handcuffs |
| 1 | Silver Name Plate |
| 1 | (5 Star) Uniform Hat with Hat Badge |
| 2 | Uniform Baseball Caps |
| 1 | Black Tie |
| 1 | Silver Tie Bar |
| 1 | Traffic Vest |
| 1 | Pair Hearing Protectors |
| 1 | Pair Safety Glasses |
| 1 | Off-Duty Badge Case |
| 1 | Flashlight & Holder |
| 1 | Key Silencer |
| 1 | Glove Pouch |

* Annual Wage is based upon 2080 hours compensated per year. Sergeants advance to S2 after 18 months in the S1 position. Employees shall advance step on their employment anniversary date. Wages shall be retroactive 05/01/13 only for employees who are employed as of the date of the execution of the agreement by the parties.

| Grade | 05/01/12 | Hourly | Annual * | Hourly | Annual * | Hourly | Annual * | Hourly | Annual * | Hourly | Annual * | Hourly | Annual * | Hourly | Annual * | Hourly | Annual * | Hourly | Annual * | Hourly | Annual * | Hourly | Annual * | Hourly | Annual * | Hourly | Annual * | Hourly | Annual * | Hourly | Annual * |
|-------|----------|---------|----------|---------|----------|---------|----------|---------|----------|---------|----------|---------|----------|---------|----------|---------|----------|---------|----------|---------|----------|---------|----------|---------|----------|---------|----------|---------|----------|---------|----------|
| S2 | \$34.32 | \$28.02 | \$27.20 | \$28.42 | \$29.70 | \$31.03 | \$31.89 | \$34.32 | \$39.33 | \$42.84 | \$49.31 | \$28.02 | \$27.20 | \$28.42 | \$29.70 | \$31.03 | \$31.89 | \$34.32 | \$39.33 | \$42.84 | \$49.31 | \$28.02 | \$27.20 | \$28.42 | \$29.70 | \$31.03 | \$31.89 | \$34.32 | \$39.33 | \$42.84 | \$49.31 |
| 5 | \$26.02 | \$26.02 | \$26.02 | \$26.02 | \$26.02 | \$26.02 | \$26.02 | \$26.02 | \$26.02 | \$26.02 | \$26.02 | \$26.02 | \$26.02 | \$26.02 | \$26.02 | \$26.02 | \$26.02 | \$26.02 | \$26.02 | \$26.02 | \$26.02 | \$26.02 | \$26.02 | \$26.02 | \$26.02 | \$26.02 | \$26.02 | \$26.02 | \$26.02 | \$26.02 | \$26.02 |
| 4 | \$24.90 | \$24.90 | \$24.90 | \$24.90 | \$24.90 | \$24.90 | \$24.90 | \$24.90 | \$24.90 | \$24.90 | \$24.90 | \$24.90 | \$24.90 | \$24.90 | \$24.90 | \$24.90 | \$24.90 | \$24.90 | \$24.90 | \$24.90 | \$24.90 | \$24.90 | \$24.90 | \$24.90 | \$24.90 | \$24.90 | \$24.90 | \$24.90 | \$24.90 | \$24.90 | \$24.90 |
| 3 | \$23.83 | \$23.83 | \$23.83 | \$23.83 | \$23.83 | \$23.83 | \$23.83 | \$23.83 | \$23.83 | \$23.83 | \$23.83 | \$23.83 | \$23.83 | \$23.83 | \$23.83 | \$23.83 | \$23.83 | \$23.83 | \$23.83 | \$23.83 | \$23.83 | \$23.83 | \$23.83 | \$23.83 | \$23.83 | \$23.83 | \$23.83 | \$23.83 | \$23.83 | \$23.83 | \$23.83 |
| 2 | \$22.80 | \$22.80 | \$22.80 | \$22.80 | \$22.80 | \$22.80 | \$22.80 | \$22.80 | \$22.80 | \$22.80 | \$22.80 | \$22.80 | \$22.80 | \$22.80 | \$22.80 | \$22.80 | \$22.80 | \$22.80 | \$22.80 | \$22.80 | \$22.80 | \$22.80 | \$22.80 | \$22.80 | \$22.80 | \$22.80 | \$22.80 | \$22.80 | \$22.80 | \$22.80 | \$22.80 |
| 1 | \$21.82 | \$21.82 | \$21.82 | \$21.82 | \$21.82 | \$21.82 | \$21.82 | \$21.82 | \$21.82 | \$21.82 | \$21.82 | \$21.82 | \$21.82 | \$21.82 | \$21.82 | \$21.82 | \$21.82 | \$21.82 | \$21.82 | \$21.82 | \$21.82 | \$21.82 | \$21.82 | \$21.82 | \$21.82 | \$21.82 | \$21.82 | \$21.82 | \$21.82 | \$21.82 | \$21.82 |
| Entry | \$20.84 | \$20.84 | \$20.84 | \$20.84 | \$20.84 | \$20.84 | \$20.84 | \$20.84 | \$20.84 | \$20.84 | \$20.84 | \$20.84 | \$20.84 | \$20.84 | \$20.84 | \$20.84 | \$20.84 | \$20.84 | \$20.84 | \$20.84 | \$20.84 | \$20.84 | \$20.84 | \$20.84 | \$20.84 | \$20.84 | \$20.84 | \$20.84 | \$20.84 | \$20.84 | \$20.84 |

**APPENDIX A
WAGE SCHEDULE**

APPENDIX C

THE EMPLOYEE IS TO EXECUTE ONE, BUT NOT BOTH, OF THE FOLLOWING OPTIONS IN ORDER TO ELECT THE FORUM IN WHICH TO CONTEST DISCIPLINE:

OPTION 1: ELECTION TO USE THE GRIEVANCE/ARBITRATION PROCEDURE:

ELECTION, WAIVER AND RELEASE TO USE GRIEVANCE/ARBITRATION WITH REGARD TO DISCIPLINE WHICH WOULD OTHERWISE BE SUBJECT TO THE JURISDICTION OF THE COAL CITY BOARD OF POLICE COMMISSIONERS

I, _____, being proposed for discipline by the Village of Coal City Police Department hereby elect to pursue a grievance over such discipline according to the appropriate provisions of the collective bargaining agreement between the Village of Coal City, Illinois, and the Metropolitan Alliance of Police. I agree that such grievance shall be a waiver of my rights as provided by the Illinois Municipal Code, Division 2.1, Board of Fire and Police Commissioners, 65 ILCS 5/10-2.1 *et seq.*, as amended, in favor of the rights and remedies afforded to me under the provisions of the collective bargaining agreement between the Village of Coal City and the Metropolitan Alliance of Police.

I understand that I have three (3) calendar days to submit a copy of the Election Form and Decision to the Union for approval to arbitrate the discipline. The Union shall have an additional seven (7) calendar days to approve or deny the request for arbitration. If the Union authorizes an arbitration concerning the discipline, it shall notify the Chief or the Chief's designee in writing of the intent to arbitrate within ten (10) calendar days of the issuance of the Decision to Discipline. If approved by the Union for arbitration, the Election Form shall constitute a grievance which shall be deemed filed at the arbitration step of the grievance procedure. When a grievance is elected, the arbitrator will determine whether the discipline was imposed with just cause, and whether the discipline was excessive. If the arbitration is not approved by the Union within ten (10) calendar days of the Decision to Discipline, I retain my right to appeal discipline before the Village of Coal City Fire & Police Commission in accordance with the Illinois Municipal Code, Division 2.1, Board of Fire and Police Commissioners, 65 ILCS 5/10-2.1 *et seq.*, as amended. If grievance arbitration is elected, the Village has the right to unilaterally impose the proposed discipline immediately, subject to possible later modification or reversal by an arbitrator if the Chief simultaneously provides the officer with a copy of all reports and evidence which has been relied upon by the Chief to demonstrate the alleged rule violation, including mitigating and exculpatory evidence

By election to file a grievance over my discipline, I hereby release the Village of Coal City, the Coal City Board of Police Commissioners and the Metropolitan Alliance of Police, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election.

Signed this _____ day of _____, 20____.

By: _____

Notary Public, _____ County, Illinois
My commission expires _____

Approved for arbitration by the
Metropolitan Alliance of Police: _____ Date _____

Received by the Chief of Police's Office: _____ 20____

OPTION 2: ELECTION TO HAVE A HEARING BEFORE THE BOARD OF POLICE COMMISSIONERS OF THE VILLAGE OF COAL CITY AND TO WAIVE GRIEVANCE/ARBITRATION:

ELECTION, WAIVER AND RELEASE TO HAVE A HEARING BEFORE THE BOARD OF POLICE COMMISSIONERS AND TO WAIVE THE GRIEVANCE/ARBITRATION PROCEDURE

I, _____, being subject to discipline by the Village of Coal City Police Department hereby elect to have a hearing over such discipline before the Board of Police Commissioners of the Village of Coal City in accordance with their rules and the laws of the State of Illinois as provided within the Illinois Municipal Code, Division 2.1, Board of Police Commissioners, 65 ILCS 5/10-2.1 *et seq.*, as amended. I agree that such hearing shall be a waiver of the grievance/ arbitration procedures of the collective bargaining agreement between the Village of Coal City and the Metropolitan Alliance of Police.

I hereby acknowledge that charges will be filed with the Board of Police Commissioners requesting my discipline.

By election to have a hearing before the Board of Police Commissioners over my suspension or discharge, I hereby release the Village of Coal City, the Coal City Board of Police Commissioners and the Metropolitan Alliance of Police, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election.

Signed this _____ day of _____, 20____.

By: _____

Subscribed and sworn to before me this

Day of _____, 20____.

Notary Public, _____ County, Illinois
My commission expires _____

Received by the Chief of Police's Office: _____, 20____.

**APPENDIX D
RESIDENCY MAP**

Google maps

Notes: 20 mile radius from Coal City
Police Department, 545 South
Broadway Street, Coal City, IL
60416-1503

