

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

VILLAGE OF ORLAND PARK, ILLINOIS

AND THE

ORLAND PARK POLICE SUPERVISOR'S ASSOCIATION

May 1, 2007 to April 30, 2011

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PREAMBLE

THIS AGREEMENT entered into by the VILLAGE OF ORLAND PARK, ILLINOIS (hereinafter referred to as the “Village” or the “Employer”) and the ORLAND PARK POLICE SUPERVISOR’S ASSOCIATION (hereinafter referred to as the “Association”) is in recognition of the Association’s status as the representative of the Village’s sworn peace officers in the rank of sergeant and in the position of lieutenant and has as its basic purpose the promotion of harmonious relations between the Employer and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of an entire agreement covering all rates of pay, hours of work, and conditions of employment applicable to bargaining unit employees.

Therefore, in consideration of the mutual promises and agreements contained in this Agreement, the Employer and the Association do mutually promise and agree as follows:

ARTICLE I

RECOGNITION

Section 1.1. Recognition. The Village recognizes the Association as the sole and exclusive collective bargaining representative for all full-time sworn peace officers in the rank of sergeant and in the position of lieutenant (hereinafter referred to as “officers” or “employees”).

Section 1.2. Association Officers. For purposes of this Agreement, the term “Association Officers” shall refer to the Association’s duly elected President, Vice President, and Secretary/Treasurer.

With the prior approval of the Chief of Police ("Chief"), the Association President, Vice President and Treasurer shall each be allowed up to one (1) hour of duty time in each normal work week for the performance of Association business. Unused time shall not accumulate nor shall time be borrowed from future weeks.

Section 1.3. Fair Representation. The Association recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit, whether or not they are members of the Association.

Section 1.4. Gender. Wherever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

ARTICLE II

LABOR MANAGEMENT MEETINGS

Section 2.1. Meeting Request. The Association and the Employer agree that in the interest of efficient management and harmonious employee relations, that meetings be held if mutually agreed between Association representatives and responsible administrative representatives of the Employer. Such meetings may be requested by either party at least seven (7) days in advance unless mutually agreed otherwise, by placing in writing a request to the other for a “labor-management meeting” and expressly providing the agenda for such meeting. Such meetings and locations, if mutually agreed upon, shall be limited to:

- (a) discussion of the implementation and general administration of this Agreement;
and
- (b) notifying the Association of changes in conditions of employment contemplated by the Employer which may affect employees.

Section 2.2. Content. It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at “labor-management meetings” nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 2.3. Attendance. Attendance at labor-management meetings shall be voluntary on the employee’s part, and attendance during such meetings shall not be considered time worked for compensation purposes unless the meeting can only be scheduled for work time. Normally, three (3) responsible persons from each side shall attend these meetings, schedules permitting.

ARTICLE III

MANAGEMENT RIGHTS

Section 3.1. Management Rights. Except as limited by the express provisions of this Agreement, the Village retains traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine all of the operations and services of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to determine the work week of employees and to establish the starting and ending times of the work day; to assign or to transfer employees within the Department; to establish work and performance standards and, from time to time, to change those standards; to assign overtime; to lay-off or relieve employees due to lack of work or funds or for other legitimate reasons to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to contract out for goods and services of non-law enforcement personnel; to make and enforce reasonable rules and regulations; to discipline, suspend and discharge employees for just 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 Village in situations of local disaster emergencies as may be formally declared by the President and Board of Trustees, the Village Manager or designees in accordance with the authority provided under 20 ILCS 3305/11. In the event of such action, the provisions of the Agreement may be suspended if necessary, provided that wage rates and monetary benefits shall not be suspended and provided further that all provisions of this agreement shall be immediately reinstated once a local disaster or emergency condition ceases to exist.

Any decision to suspend the provisions of the Agreement in connection with the declaration of a local disaster emergency may be subject to the grievance procedure and may be revised if proven to be unwarranted.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Village, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

ARTICLE IV

HOURS OF WORK AND OVERTIME

Section 4.1. Hours of Work

a) The normal workday and week shall consist of six (6) eight (8) hour and twenty-five (25) minute days consecutively worked and three (3) days off consecutively. Each eight hour and twenty-five minute shift shall consist of the following: roll call/roll call preparation period at the beginning of each shift; eight hours of regular duty, to include a half hour lunch period when permitted. According to this schedule, each employee is working a total of 40.5 workweeks per year for a total of 243 days of work, or 2046 hours yearly. From the remaining balance of thirty-four (34) hours (2080-2046), fourteen (14) hours will be used four (4) three and one-half (3.5) hour increments as training days for the quarterly required firearms training sessions as scheduled by the Chief of Police or his designee. The remaining twenty (20) hours will be for monthly staff meetings at a two (2) hour maximum. Unless agreed otherwise, employees shall rotate shifts no less than monthly and no more than every four (4) months on the

first of the month in the following sequence: day (0605 - 1430), midnights (2205 - 0630), and afternoons (1405 - 2230).

(b) Five and Two Schedule. The department currently and regularly assigns certain officers to a work schedule consisting of five (5) eight (8) hour days consecutively worked and two (2) days off consecutively. In using this schedule, officers assigned shall work a total of 52 work weeks a year for a total of 260 work days a year or 2080 hours scheduled. The eight (8) hour work day shall include eight (8) hours of work and an unpaid off-duty lunch period if the employee desires of a minimum of thirty (30) minutes and a maximum of one (1) hour.

Section 4.2. Changes In Normal Workweek and Workday.

(a) General Changes -- Should the Village determine it to be necessary to establish general work schedules which are different from the current work schedules, except in the case of emergencies the Village shall give thirty (30) days prior written notice to the Association of any proposed change. Upon such notification, the Association may request to meet and negotiate as to such proposed change. Failure of the Association to request to negotiate as to such proposal shall act as a waiver of the right to such a meeting and negotiations by the Association. Any changes in the work schedules shall be based upon a maximum of 2080 hours of work per year. Any impasse in such negotiations shall be resolved according to the procedure of §14 of the Act.

(b) Individual Changes -- Individual officers regular work schedules shall be posted no less than seven (7) calendar days prior to the starting date of the schedule, unless an emergency condition exists. Individual schedules may be changed from time to time to suit varying conditions; provided, however, that the changes shall be made for valid operational reasons. Such changes shall not be subject to challenge beyond Step 2 of the grievance

procedure unless it can be shown that the change was for reasons which are arbitrary and capricious.

Section 4.3. Overtime Pay-Supervisory Stipends. The supervisory stipends were incorporated into the base salary effective 4/30/03 in accordance with rank. Police supervisors shall receive compensatory time or pay (at a rate of time and one half) as specifically allowed in the terms of this agreement.

Section 4.4. Court Time. Employees who would otherwise be off-duty shall receive compensatory time or overtime pay at a rate of time and one half (1 1/2), with a two hour minimum, for all hours worked in an off-key court appearance on behalf of the Village in the capacity of a commissioned officer or when preparing for an off-duty court appearance when in the presence of a prosecuting attorney.

Section 4.5. Compensatory Time.

(a) Supervisory employees shall accrue compensatory time, at a rate of time and one-half, for all hours they are required to work on a scheduled day off or time off that does not include any hours worked under the exceptions below in (b). Specifically, employees shall accrue compensatory time under the provisions of the various sections of this Agreement as follows; (1) Section 4.4. Court Time, (2) Section 13.6. On Call and Call Out and (3) Section 4.6. Hold-over Time.

(b) Exceptions. Supervisory employees shall not accrue compensatory time for any hours worked under the following circumstances; (1) "On-Key" court appearances and, (2) any hours worked "holding-over" to fill an open supervisory position or when working hours that extend beyond regularly scheduled hours to handle any situation until appropriately relieved by

the next shift of supervisors when the total hold over is two (2) hours or less and, (3) the annual department meeting and the annual awards ceremony.

Section 4.6. Hold-over Time. Hours that are worked when it becomes necessary for a supervisory employee to remain at their work assignment or hours that extend beyond regularly scheduled hours shall be known as “hold-over time.” Supervisory employees that hold-over to fill an open supervisory position or are working on any situation that requires “hold-over” may be granted compensatory time at a rate of time and one half or overtime pay at a rate of one and one half times his regular rate of pay half for any “hold-over” that exceeds two (2) hours as follows. If mutual agreement on compensatory time cannot be reached, the employee shall receive one and one half times his regular rate of pay for overtime worked.

Section 4.7. Required Overtime. The Chief of Police or his designee(s) shall have the right to require overtime work and officers may not refuse overtime assignments. The Chief or his designee(s) will endeavor to distribute overtime according to the procedure in effect on the effective date of this agreement.

Section 4.8. No Pyramiding. Compensation shall not be paid (or compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

ARTICLE V

GRIEVANCE PROCEDURE

Section 5.1. Definition. A “grievance” is defined as a dispute or difference of opinion raised by an employee or the Association against the Village involving an alleged violation of an express provision of this Agreement. Grievances concerning disciplinary matters shall be conducted according to the procedure described in Article XIX with the exception of oral or written reprimands which may be appealed no further than Step 2 of the Grievance Procedure.

Section 5.2. Procedure. A grievance filed against the Village shall be processed in the following manner:

Step 1 Any employee and/or Association representative who has a grievance shall submit the grievance in writing to the employee's Division Commander, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a statement of the relevant 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 five (5) business days (Mondays through Fridays) from the date of the occurrence of the matter giving rise to the grievance or within five (5) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance provided, however, that the failure to cite a specific provision in the original grievance shall not be a reason to deny a grievance if the Village is afforded reasonable notice of the omitted provision. The Division Commander shall render a written response to the grievant within five (5) business days after the grievance is presented.

Step 2 If the grievance is not settled at Step 1 and the employee, or the Association if an Association grievance, wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing designated as a "grievance" to the Police Chief within five (5) business days after receipt of the Village's answer in Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Police Chief or his designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within five (5) business days with the grievant and an

authorized Association representative if one is requested by the employee at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Police Chief or designee shall provide a written answer to the grievant, or to the Association if an Association grievance, within five (5) business days following their meeting.

Step 3 If the grievance is not settled at Step 2 and the Association desires to appeal, it shall be referred by the Association in writing to the Village Manager within five (5) business days after receipt of the Village's answer in Step 2. Thereafter, the Village Manager or his designee and the Police Chief or other appropriate individual(s) as desired by the Village Manager, shall meet with the grievant and the Steward involved within five (5) business days of receipt of the Association's appeal, if at all possible. If no agreement is reached, the Village Manager or designee shall submit a written answer to the Association within five (5) business days following the meeting.

Section 5.3. Arbitration. If the grievance is not settled in Step 3 and the Association wishes to appeal the grievance from Step 3 of the grievance procedure, the Association may refer the grievance to arbitration, as described below, within five (5) business days of receipt of the Village's written answer as provided to the Association at Step 3:

- (a) The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within the five (5) day period, the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) in the event the FMCS is unable to provide a panel of arbitrators to submit a panel of seven (7) arbitrators who shall be members of the National Academy of Arbitrators residing in either Illinois,

Wisconsin or Indiana. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. The party requesting arbitration shall strike the first name; the parties shall then strike alternately until only one person remains. The person remaining shall be the arbitrator.

- (b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Association and Village representatives.
- (c) The Village and the Association shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Association 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 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 obtaining a panel from the FMCS (on the AAA if applicable) and the cost of a written transcript, if any, shall be divided equally between the Village and the Association; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 5.4. 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. The arbitrator shall consider and decide only the question of fact as to whether there has been a

violation, misinterpretation or misapplication of the provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the second step. Any decision or award of the arbitrator rendered within the limitations of this Section 5.4 shall be final and binding upon the Village, the Association and the employees covered by this Agreement.

Section 5.5. Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted at Step 1 no later than five (5) business days after the occurrence of the event giving rise to the grievance or no later than five (5) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. A “business day” is defined as a calendar day exclusive of Saturdays, Sundays or holidays recognized by the Village.

If a grievance is not presented by the employee or the Association within the time limits set forth above, it shall be considered “waived” and may not be further pursued by the employee or the Association. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village’s last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Association may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

ARTICLE VI

NO STRIKE - NO LOCKOUT

Section 6.1. No Strike. Neither the Association nor any officers, agents or employee will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sitdown, concerted stoppage of work, concerted refusal to perform overtime, concerted,

abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass resignations, mass absenteeism, picketing or any other intentional disruption of the operations of the Village, regardless of the reason for doing so provided such restriction shall not be construed as limiting employee rights to engage in informational picketing or other concerted activity protected under Section 6 of the Act and/or the First Amendment to the Constitution of the United States. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined in accordance with the applicable rules and regulations of the Employer. Each employee who holds the position of officer or steward of the Association occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article the Association agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 6.2. No Lockout. The Village will not lock out any employees during the term of this Agreement as a result of any labor dispute with the Association.

Section 6.3. Penalty. The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 6.1 is whether or not the employee actually engaged in such prohibited conduct. 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 6.4. Judicial Restraint. Nothing contained herein shall preclude the Village or the Association from obtaining judicial restraint and damages in the event the other party violates this Article.

ARTICLE VII

HOLIDAYS

Section 7.1. Holidays. The following are recognized holidays for eligible employees:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Eve Day
Christmas Day
New Year's Eve Day

Section 7.2. Holiday Pay and Work Requirements. Employees who work on such holidays shall receive eight (8) hours holiday pay and shall receive pay at the rate of time and one-half for each hour worked on all such holidays. Employees shall work all holidays when scheduled as part of their normal monthly departmental work schedule unless otherwise approved by the Chief of Police or his designee. Employees who are scheduled on a 5+2 schedule shall receive the above holiday on the date on which the holiday is observed by the Village unless the holiday is observed on the employee's regularly scheduled day off.

Section 7.3. Holiday Hours for Overtime Purposes. For the purpose of computing overtime, all holiday hours worked or un-worked for which an employee is compensated shall be regarded as hours worked.

Section 7.4. Floating Holiday. Employees shall be entitled to two (2) floating holidays during each calendar year. This floating holiday is a regular duty day off with pay and is to be scheduled in accord with Section 7.5 below.

Section 7.5. Holiday Scheduling. When practicable, employees may request holidays on the basis of their supervisory rank seniority within each designated shift or work group. This

scheduling shall be completed prior to the fifteenth (15th) of the preceding month. (This is normally the time allotted for publishing the upcoming schedule.) Any holiday request after the 15th of preceding month may be granted by the Police Chief on a first come, first availability basis. Compensatory time off shall generally be scheduled in the same manner. Employees on a 6+3 schedule who accrue a floating holiday in the last six months of a calendar year shall use such floating holiday prior to July 1 of the next calendar year.

ARTICLE VIII

LAYOFF AND RECALL

Section 8.1. Layoff. The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their length of service as provided in 65 ILCS 5/10-2.1-18 .

Section 8.2. Recall. Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff. No new police officers will be hired by the Village while other officers who are ready and willing to work are on the recall list.

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 the Association, provided that the employee must notify the Village Manager or his designee of his intention to return to work within three (3) days after receiving notice of recall. The Village 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 Village Manager or his

designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list.

ARTICLE IX

VACATIONS

Section 9.1. Eligibility and Allowance. Every employee shall be eligible for paid vacation time after the completion of the first six (6) months of the eighteen (18) month probationary period. Employees shall start to earn vacation allowance as of their date of hire. Vacation allowances shall be earned annually, based on the following schedule:

<u>Length of Continuous Service</u>	<u>Working Days Vacation Per Year</u>
Less than 5 years	10 days
At least 5 years but less than 10	15 days
At least 10 years but less than 20	20 days
At least 20 years	25 days

Employees shall earn vacation allowances for any month in which they receive compensation for more than one hundred twenty (120) hours of work. The amount of an employee's accumulated vacation leave above five (5) days may be used for personal business in amounts and at times designated by the employee and approved by the Chief of Police or his designee.

Section 9.2. Vacation Pay. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee on the payday immediately preceding the employee's vacation. Employees may request their vacation pay in writing no later than fifteen (15) days prior to the start of the vacation period.

Section 9.3. Scheduling and Accrual. When practicable, vacation time shall be scheduled at times most desired by employees, with priority by rank and within rank to the employees having the most rank seniority. An employee may submit his or her preference for

vacation, requesting such time in two (2) week increments first. After the yearly vacation schedule passes through an employee's shift or work group, the remainder of any vacation time available to the employee may be scheduled by repeating the process. If an employee declines to schedule accrued vacation time during the period designated for vacation scheduling by the Police Chief, then an employee must submit his or her vacation request subject to availability and approval by the Village Police Chief or his designee. Unused vacation time shall not accumulate from year-year unless specifically authorized in writing by the Chief of Police or the Village Manager. In conjunction with the 6+3 schedule concerning vacation days, either one holiday or one personal day or one eight (8) hour compensatory day or one additional vacation day either before or after the vacation will be approved.

Section 9.4. Emergencies. Where a vacation day is needed for emergency reasons, such as unexpected family illness, the employee will notify the Village as soon as possible of such need. If the Village is able to arrange suitable coverage for the employee's work, the employee will be given the requested days(s) off as a vacation day(s), provided the employee has the requisite number of approved vacation days(s) available.

ARTICLE X

SICK LEAVE

Section 10.1. 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 for them to work while sick. Except in the cases where employees have advised the Chief of Police or his designee of emergency or necessity, sick employees are expected to remain at home unless hospitalized, visiting their doctor, acting

pursuant to reasonable instructions for care or caring for sick members of the immediate family. Unfortunately, sick leave abuse sometimes occurs. The parties agree that sick leave abuse is a very serious offense.

Section 10.2. Allowance. Any employee contracting or incurring any non-service connected sickness or disability shall receive sick leave with pay.

Section 10.3. Days Earned in Accumulation. An employee shall earn sick leave at the rate of eight (8) days per year in any year in which the employee works. There shall be no limit in the number of sick days an employee may accumulate.

Section 10.4. Notification. Notification of absence due to sickness shall be given to the Village as soon as possible on the first day of such absence, and notice shall be given every day thereafter (unless this requirement is waived by the Chief); but notice shall not be given later than sixty (60) minutes before the start of the employee's work shift unless it is shown that such notification was reasonably impossible. Failure to properly report an illness shall be considered as absence without pay and may subject the employee to discipline, as well.

Section 10.5. Medical Examination. The Village may, at its discretion, require an employee utilizing sick leave to submit during such leave to an examination by a doctor or nurse designated by the Village, at the Village's expense. An employee, at his own expense, may obtain a second opinion from another physician. The opinion of such physician, if timely submitted, will be given fair consideration by the Village before a final determination is made as to the employee's medical condition.

Section 10.6. Abuse of Sick Leave. Abuse of sick leave is a serious matter. If proper notification is not given, or abuse is observed, any absence may be charged as leave without pay and/or may constitute cause for discipline.

Section 10.7. Sick Leave Utilization. Sick leave shall be used in no less an increment than one-half (1/2) day to two (2) hours. Any employee who is discharged or terminates his employment other than by retirement forfeits all sick leave accrued benefits. Notwithstanding the foregoing sentence, if an employee with 20 or more years of service dies prior to retirement, the Employer shall pay to the employee's estate the amount, if any, of accrued sick time due said employee pursuant to Section 10.8

Section 10.8. Sick Leave Buy Back Upon Retirement For those officers entering the bargaining unit on or before January 1, 1999, upon retirement, the Village shall pay the retiring officer the current straight time hourly rate or equivalent for every hour of sick time which the officer has accrued and not used, subject to the provisions of §10.9 of this Article. For those officers entering the bargaining unit on or after January 1, 1999, upon retirement, the Village will pay the retiring officer the current straight time hourly rate or equivalent for every hour of sick time in excess of four hundred 400 hours, which the officer has accrued and not used, subject to the provisions of §10.9 of this Article.

Section 10.9. Annual Leave Buy Back. The Village, on an annual basis shall pay officers at their current straight time hourly rate or equivalent in whole day increments for unused sick time as follows:

Eight (8) accrued and unused sick days	3 days sick pay
Seven (7) accrued and unused sick days	2 days sick pay
Six (6) accrued and unused sick days	1 day sick pay
Five (5) or less accrued and unused sick days	0 days sick pay

If an officer elects to exercise this “Annual Sick Leave Buy Back” option only the remaining unused sick days after buy back from that year will accrue towards the officer's buy back upon retirement. The specific procedures for documenting sick leave usage and making application

for Annual Sick Leave Buy Back payments shall be in accordance with such orders issued from time to time by the Chief of Police.

During the course of this contract it shall be mutually agreeable that this section shall have a re-opener clause in the event it is necessary to address the former PEHP Plan or similar plan.

ARTICLE XI

ADDITIONAL LEAVES OF ABSENCE

Section 11.1. Discretionary Leaves. The Chief of Police may grant a leave of absence under this Article to any bargaining unit employee where it is determined there is good and sufficient reason. The Chief of Police or the Board “of Fire and Police Commissioners shall set the terms and conditions of the leave, including whether or not the leave is to be with pay.

Section 11.2. Application for Leave. Any request for a leave of absence shall be submitted in writing by the employee to the Chief of Police 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.

Section 11.3. Military Leave. Military leave shall be granted in accordance with applicable law.

Section 11.4. Voting Leave. Voting leave shall be granted in accordance with applicable law.

Section 11.5. 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, brothers and sisters of employee, sons and daughters-in-law and spouse or grandparents and grandchildren of employee and spouse) an employee shall be granted up to three (3) consecutive work days as funeral leave if the employee attends the funeral. Leave

beyond such three (3) days may, upon approval of the Chief of Police or his designee, be taken if charged to the employee's appropriate leave accrual account, if any.

A leave of absence without pay or with pay if charged to the employee's accrued appropriate leave, if any, of up to three (3) consecutive days may be granted to an employee by the Village in the event of the death of a friend or family members outside the employee's immediate family. Requests for leave in excess of three (3) days will be subject to the approval of the Chief of Police or his designee.

An employee shall provide satisfactory evidence of the death of a friend or member of the immediate or extended family if so requested by the Village.

Section 11.6. Leave for Illness, Injury or Pregnancy. (a) In the event an employee is unable to work by reason of illness, or injury (including those compensable under workers' compensation), or pregnancy, the Village may grant a leave of absence without pay. Said leave shall be with pay provided that the police officer qualifies for short term disability in accordance with the provisions of Ordinance No. 1189, attached hereto as Appendix A. The Village shall pay the difference necessary to constitute: (1) full pay for the first two months; (2) 95% of full pay for the second two months; (3) 90% of full pay for the remaining 8 months; provided, the police officer must have applied and be receiving disability pay from the Police Pension Board during the periods specified above. If the police officer is not receiving disability from the Police Pension Board but qualifies under Ordinance No. 1189, he shall be paid short term disability as any other Village employee. Employees who otherwise qualify for paid short term disability benefits under Section 11.6 of this Agreement shall be entitled to receive such short term disability benefits for a period of up to 52 weeks per disability.

(b) To qualify for such leave, the employee must report the illness, injury or inability to work because of pregnancy as soon as the illness, injury or pregnancy is known, and thereafter furnish to the Police Chief or his designee a physician's written statement showing the nature of the illness, injury or state of pregnancy and the estimated length of time that the employee will be unable to work, together with a written application for such leave. Thereafter, during such leave, the employee shall furnish a current report from the attending doctor at the end of every forty-five (45) day interval. Request for such leave shall be subject to the approval of the Chief. Approval of sick leave shall not be arbitrarily withheld.

(c) Before returning from leave of absence for injury, illness or pregnancy, or during such leave or during any light duty assignment, the employee at the discretion of the Village may be required to have a physical examination by a doctor designated by the Village to determine the employee's capacity to perform work assigned.

(d) In the event that an employee is restricted to non-patrol functions by the order of a doctor designated by the Village for physical conditions that have not become incapacitating for purposes of this Section, the employee will be assigned to administrative and/or light duty assignments. During any employee's assignment to the investigative unit, the employee will receive a monthly pro rata portion of the appropriate civilian clothing allowance.

Section 11.7. Benefits While on Leave.

(a) If, upon the expiration of a leave of absence, there is no 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.

(b) During an approved leave of absence under this Agreement, the employee shall be entitled to continued Village paid coverage under applicable group and life insurance plans to the extent provided in such plan(s).

Section 11.8. Personal Leave Days.

(a) Employees shall be granted four (4) personal leave days per calendar year. The use of personal leave days may be limited to full day increments. Only one (1) personal day may be used in conjunction with any vacation leave.

(b) There shall be no accrual or payment for any personal leave day not taken or banked within the calendar year.

Section 11.9. 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. Employees who engage in employment elsewhere during such leave may immediately be subject to disciplinary action.

ARTICLE XII

JOB RELATED TRAINING AND EDUCATION PROGRAMS

Section 12.1. Tuition Reimbursement. Employees of the Village may enroll in accredited job-related undergraduate or graduate college or university courses or participate in other types of studies on non-work time which will have the effect of improving their occupational skills. The Village retains the discretion to approve or deny any request for tuition reimbursement by an employee. In addition, reimbursement may be denied by the Chief of Police or designee if an officer's work performance is deemed inadequate or if an officer has a record of infractions of Department orders, directives or procedures. In order for an employee to be eligible to seek tuition reimbursement, the employee shall:

1. Complete a request for tuition reimbursement form supplied by the Village and submit it to the Chief of Police or his designee before enrolling in the course;
2. Obtain tuition reimbursement approval from the Chief of Police or his designee and from the Village Manager before enrolling in the course;
3. Successfully complete the course with a grade of “C” or better;
4. Submit to the Finance Department proof of satisfactory course completion and proof of amounts actually expended for tuition; and
5. Have been classified as a full time employee of the Village regularly working forty (40) hours or more per week for a period of at least one (1) year.

Section 12.2 Educational Institution and Credit Hour Limitations for Tuition

Reimbursement. An Employee wishing to attend a professional school, i.e., a law school, medical school, etc., shall not be eligible for tuition reimbursement in any amount without approval of the Village Manager.

Tuition reimbursement in an approved course of study is limited to a maximum of six (6) credit hours per semester or two classes per semester whichever is more, provided that approval for one additional class may be requested in circumstances where taking the additional class will facilitate or expedite the employees attainment of a degree and not to exceed \$400.00 per credit hour. Upon request by an employee, the Village Manager may in his sole discretion authorize reimbursement for said additional credit hours.

If grant funds for tuition reimbursement or payment are available, then an employee shall apply for such funds before requesting reimbursement from the Employer. If such funds are received by the employee, but do not cover the entire cost of the tuition, then subject to the other provisions of this Section, the Employer may reimburse the employee for the difference. Books, fees and other charges shall be paid by the employee.

If an employee terminates his employment with the Village less than two (2) years after completing a course and receiving any tuition reimbursement from the Employer, then the

Employer may deduct the tuition reimbursement (or a portion thereof) from the employee's final paycheck or take such other steps as may be necessary in order to obtain the repayment of tuition monies reimbursement previously provided to the employee.

Section 12.3. Authorization to Attend Conferences, Conventions, Training Sessions, Workshops. Any employee desiring the authorization to attend a conference, convention, training session, workshop or related function must secure prior approval from the Chief of Police or his designee and the Village Manager. The Employer may approve or deny any such request. Reimbursement for travel or other expenses incurred in connection with attendance at such functions shall be made at the discretion of the Employer and be subject to the employee's compliance with any applicable policies, rules or regulations established by the Employer.

ARTICLE XIII

WAGES

Section 13.1. Wage Schedule. Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix B. The pay range (top, bottom, and intervening steps) for the employees are set forth on Appendix B.

Section 13.2. Initial Placement on Salary Schedule. The initial placement of a new supervisor on the salary schedule shall be determined by the Employer.

Section 13.3. Step Increases. Following the date this Agreement becomes effective, bargaining unit employees shall receive a step increase, i.e., move from one step to the next immediate step in the pay range for his job classification, on his next anniversary date of employment by the Village (or on the date of promotion or demotion, whichever occurs later) provided the employee has obtained a satisfactory or better job evaluation for the year immediately preceding said date from the Employer. Employees being paid at the last step of

their pay range shall not receive a step increase unless and until they are promoted to a higher job classification, in which event they shall again be eligible for step increases provided they are not placed at the last step of the new pay range.

Section 13.4. Performance Evaluation. Employees shall be subject to annual performance evaluation based upon the quality of their performance during the rating period. In the event an employee receives an unsatisfactory annual performance evaluation in any year during the effective terms of this Agreement, the employee shall be entitled to one performance evaluation (mid-year evaluation) within 6 months after said unsatisfactory annual evaluation and prior to the next annual evaluation. Should the officer receive a satisfactory or better performance evaluation on the mid-year evaluation, the officer shall move to his/her next higher step on the date of the mid-year evaluation. There will be no retroactive increase for the time prior to the date of the mid-year evaluation.

Section 13.5. Pay Period. The salaries and wages of employees shall be paid in accordance with the Village's current general practice which may be changed by the Village for good cause shown to the Association.

Section 13.6. On Call and Call Out. All employees are subject to be called to work any time during a twenty-four (24) hour period.

Any employee called out to work on a scheduled day off or time off other than a holiday shall receive compensatory time at a rate of time and one half, with a two (2) hour minimum unless the call out extends into a scheduled shift.

Section 13.7. Service Longevity. Salary and wage recognition is to be accorded each employee covered by this agreement on the basis of service longevity, independent of, but in addition to that accorded as base pay or step increases, as follows:

As of December 1 of each contract year and upon completion of;

Years	2007	2008	2009	2010
5	\$1,800	\$1,900	\$2,000	\$2,100
10	\$2,200	\$2,300	\$2,400	\$2,500
15	\$2,500	\$2,600	\$2,700	\$2,800
20	\$2,800	\$2,900	\$3,000	\$3,100
25	\$3,300	\$3,400	\$3,500	\$3,600

For employees with 25 years or more of service and 15 or more years of supervisory longevity as of 5/1/03.

Years	2003	2004	2005	2006
25/15	\$3,150	\$3,250	\$3,350	\$3,450
25/20	\$3,400	\$3,500	\$3,600	\$3,700

Section 13.8. Longevity Payment. Effective after December 1, 2000, the service longevity payments set forth in this Article XIII Section 13.7 shall accrue on the date of the employee's anniversary of employment.

Section 13.9. Educational Incentive.

(a) Supervisory employees who have attended an accredited college or university and received credit for hours attended shall receive an education incentive as follows;

For all employees (effective 5/1 of each contract year):

	2007	2008 - 2010
Bachelor's Degree	\$2,200	\$2,300
Master's Degree	\$2,700	\$2,800

(b) Supervisory employees shall be eligible to participate in the education incentive program once each contract year. In order to make application, the employee shall submit documents that will provide evidence of requirement to the Chief of Police. The Chief shall examine any records provided and certify that the employee qualifies. Once the employee's documents are certified for eligibility by the Chief of Police, they shall be retained in the employees personnel file. Thereafter, the employee may simply make a written request annually to the Chief of Police to participate in the program. Documents to establish eligibility should only thereafter be submitted if the employee becomes eligible for an advanced level in the program.

(c) Education incentive payment shall be made in one lump sum upon approval of the Chief of Police and the requisite processing time required by the Finance Department. Should the employee request that the payment be made upon the completion of the first pay period of December, at the same time of the longevity payment, the employee must submit the appropriate document and/or request to the chief of Police before November 15th. In any event, employees shall be eligible for only one such payment each contract year.

(d) Effective May 1,2001 delete Article XIII section 13.11 (c) in its entirety and substitute in lieu thereof the following: Education incentive payments shall be made in one lump sum on May 1 of each year, upon approval of the Chief of Police and the requisite processing time required by the Finance Department. The employee must submit the appropriate document

and/or request to the Chief of Police before April 15th. Employees shall be eligible for only such payment each contract year.

Section 13.10. Seniority. There shall be three types of seniority recognized by this agreement:

(a) Basic Departmental Seniority follows traditional plans where a list indicating each individual's date of hire is maintained and this order is known as the Basic Departmental Seniority List.

(b) Team seniority is basic seniority which has been reduced to include only those individuals assigned to that specific team and/or division. Team Seniority is instrumental in obtaining overtime for openings in the official Shift Schedule. These openings occur due to people calling sick or assign to training, for instance. When openings exist on the shift schedule which bring the number of officers down below the minimum shift requirement a call out procedure begins to fill that opening(s). The most senior officer not scheduled on that shift to work on this date is called first and then proceeds down the seniority list until the vacancy is filled. Officers who are not at home when they are called for this overtime are allowed 20 minutes to be contacted for their response. If the vacancies that are open on the team are not filled from their members, contact is then directed to the next senior officer in patrol/affected division who is scheduled off for the date in question until the openings are filled. If all parties who are available for this overtime decline the next step in the process is attempted. This step involves the use of officers who are working on the date in question who are allowed to accept four (4) hours of the existing overtime, whether they overstay their assigned shift or if they would come in four (4) hours early to fill the vacancy. If this process does not fill the vacancies

available, the commander/supervisor shall be compelled to order out to work the lowest senior officer who is available and capable to fill the vacancy.

(c) Rank Seniority: An employee's rank seniority shall be determined by the date of the employee's promotion to the supervisory ranks. Rank seniority shall be utilized on all occasions where special details become available for supervisory positions only.

(d) The special detail list are those details that are compensated through the Village payroll system. These special details will be posted as soon as possible on the rear bulletin board in roll call under a banner entitled Special Details. Officers who sign up will be selected by basic seniority. Special details with less than twenty hours notice will be filled by the Chief or his designee. Part-time officers may sign up for special details but will only be used in the event that the special detail is not filled twenty four hours in advance from full-time members of the department. One supervisor must be allocated for each five officer assigned to a special detail.

ARTICLE XIV

UNIFORM ALLOWANCE

Employees who are required to wear and regularly and continuously maintain prescribed items of uniform clothing shall receive the clothing from the Village. Officers who are permitted to regularly wear civilian clothes shall receive \$900 per year per employee toward said clothing cost. Such payment shall be made annually in accordance with department special order S97-25. Employees shall be required to clean and maintain such items properly.

Effective January 1, 2001, employees required to regularly wear a uniform shall receive \$200.00 per year per employee to clean and maintain such uniform.

ARTICLE XV

INSURANCE

Section 15.1. Coverage. The Village shall continue to make available to non-retired employees and their dependents substantially similar group health and hospitalization insurance (Blue Cross/Blue Shield, indemnity), and life insurance in effect as of May 1, 1997. The Village shall also continue to offer employees and their dependents the option to enroll in any approved HMO plan currently offered or a substantially similar alternative. Employees shall be afforded an opportunity to change their enrollment plans offered by the Village annually. The Village and the Association mutually agree that the Village shall provide eye care/vision insurance for each employee and their dependents at no additional cost as provided by the “Vision Service Plan-Plan C” in effect on the date of this Agreement. The Village shall also offer employees who are under the age of 65 who retire during the life of this Agreement and their dependents, the option to participate in the indemnity or HMO plans offered by the Village to employees subject to their contribution of premium costs as provided in §15.2 of this Agreement. The Village reserves the right to change insurance carriers or benefit levels or to self-insure as it deems appropriate, so long as the new coverage and benefits are substantially similar to those which predated this Agreement and as generally indicated by cover sheets in Appendix C. Prior to implementing any change, the Village shall notify the Association at least 30 days prior to any change and, if requested, schedule a meeting to discuss any changes in accordance with Article II.

Section 15.2. Cost. The Village and the Association agree that the Village shall pay the cost of premiums for the insurance coverage provided by §15.1 of this Agreement as follows:

- a) HMO -- Employee and dependents share in the premium costs.

-- Employees who retire after 20 years of service and at 50 years of age of older:

Retired individual - 100%

Retiree's spouse - shall be entitled to be enrolled and the retiree shall pay 100% of the additional premium cost (full village premium consistent with the current COBRA rate) cost for such coverage. For clarification this is the difference between the HMO employee + 1 full premium rate and the HMO employee only full premium rate.

The retiree shall pay all premium costs due directly to the Village finance department

This applies to HMO coverage only.

b) Insurance Cost Sharing

Effective October 1, 2007, medical plan participants providing for individual coverage shall contribute toward monthly premium costs through payroll deductions based on the following schedule:

Coverage	10/1/07	10/1/08	10/1/09	10/1/10
PPO Single	\$70.00	\$75.00	\$80.00	\$85.00
PPO +1	\$140.00	\$150.00	\$160.00	\$170.00
PPO Family	\$160.00	\$170.00	\$180.00	\$190.00
HMO Single	\$0	\$0	\$0	\$0
HMO +1	\$0	\$0	\$0	\$0
HMO Family	\$10.00	\$15.00	\$20.00	\$25.00

Consumer Driven Health Plan/HSA, Single, +1 and Family \$0 each year for each category, deductibles consistent with IRS guidelines, prescriptions per plan design.

In addition, the PPO annual deductible per individual shall be \$200.00, with a family maximum of \$600.00 annually. The deductible amounts and levels of coverage shall not change during the term of this Agreement.

The Village shall apply the current monthly premium for single HMO coverage to the retired employee's medical plan of choice currently offered by the Village.

- c) In the event a retiring member relocates from the State of Illinois and the HMO Program is unavailable to that member, the member shall receive a cash reimbursement equal to one hundred percent (100%) of the cost of member HMO premiums that are in effect at that time.
- d) Section 125 Plan. The Village shall extend to members of the bargaining unit the opportunity to participate in the IRC §125 Plan it has established so long as such Plan continues to be authorized by the Internal Revenue Code.

Prescriptions for PPO and HMO

Effective October 1 of the respective year

2007/2008	\$8	Generic
	\$12	Brand when generic is not available
	\$20	Brand if a brand prescription is purchased and a generic is available.
2009/2010	\$10	Generic
	\$15	Brand when generic is not available
	\$25	Brand if a brand prescription is purchased and a generic is available

Section 15.3. Terms of Insurance Policies to Govern. The extent of coverage under any insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in such policies. Any questions or disputes concerning said insurance policies or benefits there under shall be resolved in accordance with the terms and conditions set forth in said policies and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure be

considered a breach by the Village of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) from any liability it may have to the Village, employee or beneficiary of any Village employee, by reason of said insurance policy.

Section 15.4. Life Insurance. The Village shall provide, at no cost to the employee, life insurance coverage at least equal to two years' annual base salary of the employee up to a maximum of \$150,000.00.

Section 15.5. Vision Care. Provides coverage for employee and eligible dependents. Employee pays \$10.00 for eye exam and \$25.00 for materials to doctors/opticians participating in the plan. Employee pays the entire amount to non-participating doctor/optician and is reimbursed according to the schedule.

Section 15.6. Physical Examinations. (Limited to PPO Plan Participants.) The Village shall reimburse an employee enrolled as a PPO Plan Participant for the cost of a physical examination, up to one hundred dollars (\$100.00) annually upon presentation of paid receipts.

Section 15.7. Permanent Partial and Permanent Total Disability. The Village shall allow each former employee who at the time of separation is receiving a disability pension benefit and is physically or mentally unable to perform the duties of the position which the former employee held at the time of separation, to continue to receive the following group benefits:

1. Hospitalization and major medical benefits, equal to those of current full time employees, including eligible dependents.
2. Dental benefits equal to those of current full time employees including eligible dependents.

3. Life insurance benefits, equal to those of current full time employees, including eligible dependents.

The permanent partially disabled employee shall bear the cost of benefits, i.e., pay the monthly premium. This coverage shall be made available at the group rate. The Village shall bear the cost of a rider attachment to insurance.

Section 15.8. Insurance for Surviving Spouse The Village shall allow a surviving spouse and eligible dependents of a deceased employee, either active or retired at the time of death, to maintain group hospitalization and major medical benefits, provided these individuals pay the monthly premium charge for this coverage to the Village. Such premiums shall be made available at group rates.

In the event that the deceased employee is killed in the line of duty the surviving spouse and eligible dependents of such employee shall be provided with health and dental benefits equal to those prior to the employee's death and the cost of such benefits shall be paid entirely by the Village.

ARTICLE XVI

MAINTENANCE OF ECONOMIC BENEFITS

All significant economic benefits which are not set forth in this Agreement and are currently in effect shall continue and remain in effect until such time as the Village shall notify the Association of its intention to change them. Upon such notification, and if requested by the Association, the Village shall meet and negotiate, in good faith, any such changes before they are finally implemented by the Village. The Village may temporarily implement such changes pending the outcome of negotiations. Any impasse that develops between the parties as to such

change, shall be resolved in accordance with the impasse procedures of the Illinois Public Labor Relations Act, as amended, as of January 1, 1986.

ARTICLE XVII

PROGRAMS AND COMMITTEES

Section 17.1. Physical Fitness Program. The Physical Fitness Program shall continue and amendments in the Program shall be implemented as agreed between the parties and as indicated in Department General Orders and attached herein as Appendix D. The parties agree that this Program shall be reviewed on a continual basis by the Physical Fitness Review Board and modifications may be made to the Program subject to approval by the Chief of Police.

Section 17.2. Accident Review Board. The process of the Accident Review Board shall continue and amendments in the process shall be implemented as agreed between the parties and indicated in Department General Orders, and attached herein as Appendix F. This process shall be reviewed on a continual basis and changes in the process may be made, subject to approval by the Chief of Police.

ARTICLE XVIII

IMPASSE RESOLUTION

Upon expiration of this Agreement, the remedies for the resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended 5 ILCS 315/14 provided that the panel shall be limited to members of the National Academy of Arbitrators.

ARTICLE XIX

POLICE AND FIRE COMMISSION AND THE IMPOSITION OF DISCIPLINE

Section 19.1. Police and Fire Commission Authority. The parties recognize that the Police and Fire Commission of the Village of Orland Park has certain statutory authority over

employees covered by this Agreement as defined by the Illinois Municipal Code, 65 ILCS 5/10-2.1, et seq. The Agreement is nevertheless intended to supplement the authority of the Police and Fire Commission by providing employees with the right to choose between having a dispute as to a disciplinary action resolved through the grievance/arbitration procedure of this Agreement or by hearing conducted by the Police and Fire Commission. Accordingly, the parties agree that if a disciplinary matter as to which a grievance has been filed is not resolved at step 3 of the grievance procedure, the employee shall have the right choose to have the dispute heard before the Police and Fire Commission or subject to the approval of the Association to continue an appeal through the grievance procedure as described in §5.3 of this Agreement. An employee must elect in writing between having a dispute as to a disciplinary action resolved through the grievance/arbitration procedure or by a hearing conducted by the Police and Fire Commission. The filing of a notice with the Village by the Association to refer the grievance to arbitration, as described in §5.3, shall also contain a signed statement from the affected employee waiving any and all rights they may have to appeal the disciplinary action to the Police and Fire Commission. Any disciplinary action notice of appeal filed without the required signed waiver shall not be arbitrable and the arbitrator shall be without jurisdiction to consider or rule upon the matter. Conversely, the failure to file such notice shall constitute a waiver of the grievance appeal and an election by the employee to have the dispute heard by the Police and Fire Commission.

In the event of any conflicts between this procedure and any Village ordinances or Police and Fire Commission rules, the provisions of this contract shall take precedence.

The administration of discipline by the Employer in other respects shall be carried out as stated in these sections which follow.

Section 19.2. Disciplinary Action. Disciplinary action (i.e. oral or written reprimand, suspension or discharge) may be imposed upon an employee only for just cause. In no event shall the discipline of an employee include corporal punishment. The demotion of a sergeant to patrol officer will be subject to section 19.1.

Section 19.3. Pre-Disciplinary Meeting. Once a tentative decision to impose or recommend a suspension, without pay, or a discharge is reached by the Chief of Police, prior to implementing the intended disciplinary action, the Chief or his designee shall notify the Association and meet with the employee involved, and the employee's Association representative if requested by the employee, and inform the employee of the reasons for such contemplated disciplinary action. The employee, and the Association representative if present, shall be given the opportunity to rebut or clarify the reasons for such discipline.

Section 19.4. Notification and Measure of Disciplinary Action. In the event disciplinary action of thirty (30) days or less is taken against an employee, the Department shall promptly furnish the employee a statement in writing of the reasons therefore. The measure of discipline and the statement of reasons may be modified but not increased by the Village as a result of any grievance meetings. The previous sentence shall not preclude the Chief from initiating additional charges if new facts become known to him, nor shall it affect the authority of the Fire and Police Commission under the Municipal Code.

Section 19.5. Polygraph Testing. The Village shall abide by Illinois Law concerning polygraph examinations.

ARTICLE XX

UNION SECURITY AND RIGHTS

Section 20.1. Dues Checkoff. While this Agreement is in effect, the Village may deduct from each employee's paycheck once each pay period a uniform, regular, monthly Association dues for each employee in the bargaining unit who has filed with the Village a voluntary, effective checkoff authorization in the form set forth in Appendix F of this Agreement. If a conflict exists between that form and this Article, the terms of this Article and Agreement control.

An Association member desiring to revoke the dues checkoff may do so by thirty (30) days written notice to the Employer at any time during the contract.

The actual dues amount deducted, as determined by the Association, shall be uniform in nature for each employee in order to ease the Employer burden of administering this provision.

If the employee has no earnings due for that period, the Association shall be responsible for collection of dues. The Association agrees to refund to the employee any amounts paid to the Association in error on account of this deduction provision. The Association may change the fixed uniform dollar amount which will be considered the regular monthly fees once each year during the life of this Agreement. The Association will give the Village sixty (60) days notice of any such change in the amount of uniform dues to be collected.

The Village shall provide for the direct deposit of Association dues to an account designated by the Association provided such account is with a bank designated by the Village from time to time.

Section 20.2. Association's Indemnification. The Association shall indemnify, defend and save the Village 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 actions taken or not taken by the Village in complying with the provisions of this Article. If an improper deduction is made, the Association shall refund directly to the employee any such amount.

Section 20.3. Fair Share. Bargaining unit employees who are not members of the Association shall, as a condition of employment, commencing sixty (60) days after employment or sixty (60) days after the effective date of this Agreement, be required to pay a fair share fee to the Association for collective bargaining and contract administration rendered by the Association. Such fair share fee shall not exceed the full dues amount paid by members of the Association. The fair share fee shall be deducted by the Employer from the earnings of non-members and remitted to an address provided by the Association. The Association shall supply to the Employer a list of non-members and shall certify to the Employer the fair share amount to be deducted. Fair share amounts shall not include any contributions related to the election or support of any candidate for political office.

The Association agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in *Chicago Teachers Union v. Hudson*, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share payers.

Accordingly, the Association agrees to the following:

1. Give timely notice to fair share fee payers of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.
2. Advise fair share fee payers of an expeditious and impartial decision-making process whereby fair share payers can object to the amount of the fair share fee.
3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payers to the amount of the fair share fee.

It is hereby agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Association with respect to fair share fee payers as set forth above, shall not be subject to the grievance/arbitration procedure set forth in this Agreement. It is agreed that all objections or disputes hereunder between the Association and any non-member shall be subject to resolution through any applicable procedures of the Illinois State Labor Relations Board.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Association. If the affected employee and the Association are unable to reach agreement on the organization, the organization shall be selected by the affected employee from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization. The Association shall indemnify, defend and save the Village harmless against any and all claims, demands, suits or other form of liability and-for all legal costs that shall arise out of any action taken or not taken by the Village in complying with the provisions of this fair share article.

ARTICLE XXI

SUBSTANCE ABUSE PREVENTION PROGRAM

The parties agree to be bound by the Village of Orland Park Drug and Alcohol Policy and Testing Program for Non-Safety Sensitive Employees, attached hereto as Appendix G.

ARTICLE XXII

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 that specific Article, Section or portion thereof specifically specified by the Board, Agency or Court decision; and upon issuance of such a decision, the Village and the Association agree to immediately begin negotiations on a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXIV

TERMINATION

Section 24.1. Termination. This Agreement shall be effective as of May 1, 2007 and shall remain in full force and effect until 11:59 p.m. on the April 30, 2011. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the anniversary date.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

Section 24.2. Termination Effect. Upon the termination of this Agreement, all agreements and obligations of the parties secured by this Agreement shall be terminated and shall not survive the Agreement, unless interest arbitration is invoked as provided under Section 14 of the Illinois Public Labor Relations Act in which event the Village shall maintain the status quo as provided in Section 14(1) of the Act.

The parties may also extend the term of this Agreement by written agreement.

Signed:

Village of Orland Park

By: _____
Name: Robert J. Zeder, Jr.
Its: Village Manager

Dated: _____

By: _____
Name: Timothy J. McCarthy
Its: Chief of Police

Dated: _____

By: _____
Name: Stephana M. Przybylski
Its: Human Resources Director

Dated: _____

Signed:

Orland Park Police Supervisors Association

By: _____
Name: Donald G. Monahan
Its: President

Dated: _____

By: _____
Name: Thomas L. Lynch
Its: Vice President

Dated: _____

By: _____
Name: Joseph P. Mitchell
Its: Secretary/Treasurer

Dated: _____

