

10/26/2011

**AGREEMENT**

**Between**

**VILLAGE OF OAK LAWN, ILLINOIS**

**And**

**METROPOLITAN ALLIANCE OF POLICE**

**OAK LAWN POLICE CHAPTER #309**

**January 1, 2011**

**Through**

**December 31, 2014**

AGREEMENT ..... 6

ARTICLE I  
Recognition and Representation  
Section 1.1. Recognition and Representation ..... 7  
Section 1.2. Probationary Period..... 7  
Section 1.3. Chapter Officers ..... 7  
Section 1.4. Collective Bargaining Negotiations ..... 7  
Section 1.5. Fair Representation ..... 7  
Section 1.6. Gender ..... 7

ARTICLE II  
Grievance Procedure  
Section 2.1. Definition of Grievance..... 8  
Section 2.2 Chapter Representation ..... 8  
Section 2.3. Grievance Procedure ..... 8  
Section 2.4. Time Limits..... 9  
Section 2.5. Investigation and Discussion..... 9  
Section 2.6. Fire and Police Commission ..... 9  
Section 2.7. Collective Bargaining Negotiations ..... 9

ARTICLE III  
No Strikes - No Lockouts  
Section 3.1. No Strikes/No Lockouts..... 10

ARTICLE IV  
Management Rights  
Section 4.1. Management Rights ..... 11

ARTICLE V  
Holidays, Holiday Pay and Other Time Off  
Section 5.1 Holidays ..... 12  
Section 5.2. Holiday Pay..... 12  
Section 5.3. Personal Days..... 12  
Section 5.4. Wellness Days..... 12

ARTICLE VI  
Vacations  
Section 6.1. Vacations..... 13  
Section 6.2. Vacation Accrual..... 13  
Section 6.3. Vacation Schedules ..... 13

ARTICLE VII  
Hours of Work and Overtime  
Section 7.1. Six and Three Schedules ..... 14  
Section 7.2. Permanent Shifts ..... 14  
Section 7.3. No Pyramiding ..... 14  
Section 7.4. Normal Workweek..... 14  
Section 7.5. Roll Call and Lunch Period..... 14  
Section 7.6 Overtime Pay..... 14

Section 7.7. Court Time ..... 15  
Section 7.8 Training Time ..... 15  
Section 7.9. Standby Time ..... 15  
Section 7.10. Emergency Call-Out ..... 15  
Section 7.11. Compensatory Time ..... 15  
Section 7.12. Specialty Compensation ..... 16  
Section 7.13. Shift Trades ..... 17

ARTICLE VIII

Wages

Section 8.1. Salary Schedule ..... 18  
Section 8.2. Advancement in Salary Schedule ..... 18  
Section 8.3. Acting Detective Sergeant ..... 18  
Section 8.3. "Me Too" Provision ..... 18

ARTICLE IX

Leaves of Absence

Section 9.1. Funeral Leave ..... 19  
Section 9.2. Maternity leave ..... 19

ARTICLE X

Education

Section 10.1. Educational Provisions ..... 20

ARTICLE XI

Medical and Other Group Employee Benefits

Section 11.1. General ..... 21  
Section 11.2. Disability Benefits ..... 21  
Section 11.3. Health Insurance Committee ..... 21  
Section 11.4. Group Employee ..... 22  
Section 11.5. Retiree Benefits Option ..... 23  
Section 11.6. Pension Benefits ..... 23  
Section 11.7. Insurance and Indemnification ..... 23

ARTICLE XII

Uniforms and Equipment

Section 12.1. Annual Review of Uniforms ..... 25  
Section 12.2. Uniform Issuance ..... 25  
Section 12.3. Bulletproof Vests ..... 25

ARTICLE XIII

General Provisions

Section 13.1. No Discrimination ..... 26  
Section 13.2. Labor Relations Committee ..... 26  
Section 13.3. On the Job Injury-Return to Work ..... 26  
Section 13.4. Extra Employment ..... 26  
Section 13.5. Line of Duty ..... 26  
Section 13.6. Drug Testing ..... 26  
Section 13.7. Time Change Policy ..... 26

ARTICLE XIV

Discipline

Section 14.1. Disciplinary Action ..... 27  
Section 14.2. Pre-Disciplinary Meeting ..... 27  
Section 14.3. Measure of Disciplinary Action ..... 27  
Section 14.4. Polygraph Testing ..... 27  
Section 14.5. Rules, Regulations and Practices ..... 27  
Section 14.6. Purging of File ..... 27  
Section 14.7. Bill of Rights ..... 27  
Section 14.8. Arbitration of Discipline ..... 27

ARTICLE XV

Sick Leave

Section 15.1. Sick Leave Accrual ..... 29  
Section 15.2. Conditions ..... 29  
Section 15.3. Procedures ..... 29  
Section 15.4. Sick Leave Accumulation ..... 29  
Section 15.5. Sick Leave Incentive ..... 29

ARTICLE XVI

Union Security

Section 16.1. Fair Share ..... 30  
Section 16.2. Dues Checkoff ..... 30  
Section 16.3. Part Time Police Officers ..... 31

ARTICLE XVII

Entire Agreement

Section 17.1. Entire Agreement ..... 32

ARTICLE XVIII

Savings

Section 18.1. Savings ..... 33

ARTICLE XIX

Seniority

Section 19.1. Definition ..... 34  
Section 19.2. Seniority List ..... 34  
Section 19.3. Termination of Seniority ..... 34

ARTICLE XX

Term of Agreement

Section 19.1. Termination ..... 35

APPENDIX A

WAGES ..... 36

APPENDIX B

DUES DEDUCTION AUTHORIZATION ..... 37

10/26/2011

APPENDIX C

ALCOHOL AND DRUG POLICY AND TESTING PROCEDURES ..... 38

**AGREEMENT**

THIS AGREEMENT is entered into by and between the VILLAGE OF OAK LAWN, ILLINOIS (hereinafter called the "Village") and the METROPOLITAN ALLIANCE OF POLICE OAK LAWN POLICE CHAPTER #309 (hereinafter called the "Chapter").

**WITNESSETH:**

SCOPE

WHEREAS, the Metropolitan Alliance of Police, Oak Lawn Police Chapter #309 was selected as the sole and exclusive bargaining agent in a secret ballot election conducted by the Illinois Department of Labor on December 31, 2002;

WHEREAS, the parties have agreed to bargain in good faith with respect to wages, hours and terms and conditions of employment; provided, however, that the discretion accorded the Fire and Police Commission by statute, as well as pensions and superannuation shall not be negotiable;

WHEREAS, this Agreement has as its purpose the promotion of harmonious relations between the Village and the Chapter; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment;

WHEREAS, the Village and Chapter recognize that to have a more efficient, productive and morally conscious police department there should be provisions for healthier and better educated police officers;

WHEREAS, it is the intention of this Agreement to provide, where not otherwise mandated by statute, for the salary structure, fringe benefits and employment conditions of the police personnel covered by this Agreement, to prevent interruptions of work and interference with the efficient operation of the Police Department, and to provide an orderly and prompt method for handling and processing grievances;

WHEREAS, whenever male pronouns are used in this agreement it shall mean male or female; the male pronoun being used for convenience purposes only.

NOW THEREFORE, the parties agree with each other as follows:

**ARTICLE I**  
**Recognition and Representation**

Section 1.1.—Recognition and Representation. The Village recognized the Chapter as the sole and exclusive bargaining agent for all probationary and non-probationary police patrol officers employed by the Village, excluding all other employees employed by the Village. It is understood, however, that termination or other discipline of probationary officers shall be at the discretion of the Village without recourse under this Agreement.

Section 1.2.—Probationary Period.—The probationary period shall be twenty-four (24) months duration for newly hired officers and the probationary period for laterally hired officers with previous police experience shall be for no longer than twelve (12) months. Time absent from duty or not served for any reason shall not apply toward satisfaction of the probationary period. During the probationary period, an officer is entitled to all rights, privileges or benefits under this Agreement, unless otherwise expressly provided, except that the Village may suspend or discharge a probationary officer without cause and such officer shall have no recourse to the grievance procedure to contest such a suspension or discharge.—As a condition of employment, all new hires shall be required to sign a written reimbursement agreement with the Village, in which the new patrol officer agrees to reimburse the costs incurred by the Village for training the new patrol officer under the terms and conditions as clearly set forth in the “Uniform Cost Reimbursement Agreement” attached hereto as Appendix \_\_\_.

Section 1.3.—Chapter Officers. For purposes of this Agreement, the term “Chapter Officers” shall refer to the Chapter’s duly elected President, Vice President, Secretary/Treasurer and two (2) sergeant of arms.

Section 1.4. Collective Bargaining Negotiations. The Village will continue its practice of continuing an employee’s regular straight time pay for time spent in collective bargaining negotiations with the Village, if the employee is on straight time duty during the negotiation session.

Section 1.5.—Fair Representation. The Chapter 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 Chapter.

Section 1.6.—Gender.—Wherever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

**ARTICLE II**  
**Grievance Procedure**

Section 2.1-Definition of Grievance. A grievance is a difference of opinion between an employee or the Chapter and the Village with respect to the meaning or application of the express terms of this Agreement, or with respect to inequitable application of Rules of the Police Department.

Section 2.2 Chapter Representation. The Chapter shall appoint an Employee Committee of not more than three (3) members to attend grievance meetings scheduled pursuant to Step 3 and 4. The Chapter may appoint three (3) Stewards, one (1) from each shift (who may be the same persons selected for the Employee Committee), to participate in the grievance procedure to the extent set forth in Step 1 and Step 2 of the grievance procedure. The Chapter shall notify the Village Manager in writing of the names of employees serving on the Employee Committee and as Stewards. One (1) representative of the Executive Board of the Chapter and/or the Chapter's legal counsel shall have the right to participate in Steps 3, 4 and 5 of the grievance procedure.

Section 2.3. Grievance Procedure. Recognizing that grievances should be raised and settled promptly, a grievance must be raised within seven (7) calendar days of the occurrence of the event giving rise to the grievance. A grievance shall be filed at the command level within the Police Department with the decision-making authority to respond to the grievance, which may include raising the grievance directly with the Chief of Police if no lower command level has decision-making authority.

STEP 1: Verbal Grievance. By discussion between the employee, accompanied by his Steward, if he so desires, and the appropriate supervisor. The supervisor shall answer verbally within seven (7) calendar days of this discussion.

STEP 2: Written Grievance. If the grievance is not settled in Step 1, the Chapter may, within seven (7) calendar days following receipt of the verbal answer, file a written grievance with said supervisor signed by the employee and his Steward on a form provided by the Village setting forth the nature of the grievance and the contract provision(s) involved. The supervisor shall give a written answer within seven (7) calendar days after receipt of the written grievance.

STEP 3: Appeal to Chief of Police. If the grievance is not settled in Step 2 and the Chapter decides to appeal, the Steward shall, within seven (7) calendar days from receipt of the Step 2 answer, appeal in writing to the Chief. The Employee Committee and the Chief will discuss the grievance at a mutually agreeable time. If no agreement is reached in such discussion, the Chief will give his answer in writing, within seven (7) days of the discussion. The Village may join the Step 3 and Step 4 meetings if it so desires, by having in attendance both the Chief and the Village Manager or his designee.

STEP 4: Appeal to Village Manager. If the grievance is not settled in Step 3 and the Chapter decides to appeal, the Chapter shall, within seven (7) calendar days after receipt of the Step 3 answer, file a written appeal to the Village Manager. A meeting between the Village Manager, or his designee, and the Employee Committee will be held at a mutually agreeable time. If no settlement is reached at such meeting, the Village Manager, or his designee, shall give his answer in writing within ten (10) calendar days of the meeting.



STEP 5: Arbitration. If the grievance is not settled in accordance with the foregoing procedure, the Chapter may refer the grievance to arbitration by giving written notice to the Village Manager within twenty-one (21) calendar days after the Village Manager's Step 4 answer. The parties shall attempt to agree upon an arbitrator promptly. In the event the parties are unable to agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. The Chapter shall strike one (1) name and the Village shall strike one (1) name; then the Chapter shall strike another name and the Village shall strike another name, and the person whose name remains shall be the arbitrator; provided, that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his selection by a joint letter from the Village and the Chapter requesting that he set a time and place for hearing, subject to the availability of the Village and Chapter representatives. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him, and his decision shall be based solely upon his interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the Village, the Chapter and the employee or employees involved. The costs of the arbitration, including the fees and expenses of the arbitrator, shall be divided equally between the parties.

Section 2.4. Time Limits. No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 2.3. Any time limit set forth in this Article can be extended for fourteen (14) days by either the Village or the Chapter. If a grievance is not appealed within the time limits for appeal set forth above, or at least reasonably close to those time limits, it shall be deemed settled on the basis of the last answer of the Village, provided that the parties may agree to extend any time limits. If the Village fails to provide an answer within the time limits so provided, the Chapter may immediately appeal to the next step.

Section 2.5. Investigation and Discussion. All grievance discussions and investigations shall take place in a manner which does not interfere with the Village operations.

Section 2.6. Fire and Police Commission. It is understood that matters exclusively subject to the Fire and Police Commission, such as promotion, are not subject to this grievance procedure, except as provided for in Section 14.8 herein.

Section 2.7. Collective Bargaining Negotiations. The Village will continue its practice of continuing an employee's regular straight time pay for time spent in collective bargaining negotiations with the Village, if the employee is on straight time duty during the negotiation session.

10/26/2011

**ARTICLE III**  
**No Strikes - No Lockouts**

Section 3.1. No Strikes/No Lockouts. The Chapter, its officers and agents, and the employees covered by this Agreement agree not to instigate, promote, sponsor, engage in or condone any strike, slowdown, concerted stoppage of work or any other intentional interruption of operations. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Chapter.

**ARTICLE IV**  
**Management Rights**

Section 4.1. Management Rights. The Village shall retain the sole right and authority to operate and direct the affairs of the Village and Police Department in all its various aspects, including, but not limited to, all rights and authority exercised by the Village prior to the execution of this Agreement, except as modified in this Agreement. Among the rights retained is the Village's right to determine its mission and set standards of service offered to the public; to direct the working forces; to assign overtime; to plan, direct, control and determine the operations or services to be conducted in or at the Police Department or by employees of the Village; to assign and transfer employees; to hire, promote, demote, suspend, discipline or discharge for just cause, or relieve employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations; to change methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the provisions of this Agreement.

**ARTICLE V**  
**Holidays, Holiday Pay and Other Time Off**

Section 5.1 Holidays. The days designated as holidays are as follows:

New Year's Day	Labor Day
Martin Luther King's Birthday	Thanksgiving Day
Easter	Christmas Eve
Memorial Day	Christmas Day
Fourth of July	

Section 5.2. Holiday Pay. It is expressly agreed that there are two groups of holidays, major holidays and minor holidays. The major holidays are New Year's Day, Memorial Day, Fourth of July, Thanksgiving Day, Christmas Eve and Christmas Day. Employees that are scheduled to work and do work on the major holidays will be paid at the rate of double the scheduled rate of pay for all hours worked on the major holiday. Employees working on any of the above contracted holidays which are not their regularly scheduled shift shall be compensated at two and one-quarter times their regular rate of pay. The minor holidays are Martin Luther King's Birthday, Labor Day and Easter. Employees that work on the minor holidays will be paid at the rate of one and one half their scheduled rate of pay for all hours worked. Members who do not work on a major holiday will be paid eight hours at their regular rate of pay for said holiday. Members who do not work on a minor holiday shall be given eight hours of compensatory time for that holiday. Employees that are off on sick leave on a holiday shall not be eligible for holiday pay. This benefit will be effective upon date of ratification.

Section 5.3. Personal Days. Employees covered by this Agreement shall receive five (5) paid Personal Days off per calendar year with no carryover.

Section 5.4. Wellness Days. Employees covered by this Agreement shall, receive five (5) paid Wellness Days off per calendar year with no carryover.

**ARTICLE VI**  
**Vacations**

Section 6.1. Vacations. Annual leave (vacations) shall be accorded as follows:

In Years of Employment	Municipal Service Workdays
2 through 4	12
5 through 9	16
10 through 14	20
15 and thereafter	24

Section 6.2. Vacation Accrual. There shall be a maximum vacation accrual of sixty (60) days.

Section 6.3. Vacation Schedules. Vacation time will be given to bargaining unit members on a “first come first served” basis as in the past, with preference going on a seniority basis. Vacation time requests will be submitted by March 1 for April 1<sup>st</sup> of that year until April 30<sup>th</sup> of the following year. The practice of granting one or two day vacations according to the scheduling needs of the Department will continue so long as the efficient operations of the Police Department are not affected. The practice of granting vacation time throughout the year on a first come first served basis will also continue. The Department will guarantee two (2) time off (vacation day, compensatory time, personal/wellness day) slots per shift, per day, with the days being reduced to one (1) slot: July 4<sup>th</sup>, Halloween, New Year’s Eve, “Fall on the Green”. Any other approved time off is subject to recall based upon reasonable departmental needs.

Section 6.4. Vacation Pay Upon Separation. In the event of termination of employment, all officers covered by this Agreement shall be entitled to be compensated for all accrued but unused vacation days.

**ARTICLE VII**  
**Hours of Work and Overtime**

Section 7.1 – Six and Three Schedules: The Village will maintain a “six and three” schedule, or any other schedule when only mutually agreed upon by the Village and the Chapter.

Section 7.2. Permanent Shifts. Eighteen (18) positions per shift shall be permanent or any number of positions only when mutually agreed upon by the Village and the Chapter. Officers who have reached Step 3 of the pay schedule (three (3) years of seniority) will be eligible to bid for permanent shift positions based on seniority. Once the eighteen (18) positions per shift or the mutually agreed upon number are filled via seniority bidding, the distribution of manpower for each shift is at the discretion of the Chief of Police. Officers who have not yet reached top pay (three (3) full years) may be rotated on a three (3) month basis, and will fill the manpower needs of each shift at the discretion of the Chief of Police. Shift shall be six (6) months in duration, bids must be submitted semi-annually, by January 1 and July 1 of each year. The shift roster must be posted by February 1 and August 1 of each year.

Section 7.3. No Pyramiding. This Article is intended to be construed only as a basis for computing overtime and shall not be construed as a guarantee of hours of work per day or per week. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

Section 7.4. Normal Workweek. The parties have agreed to a “six and three” schedule and a twenty-seven (27) day work period. For purposes of any and all calculations which require the use of an hourly rate of pay for covered employees, the hourly rate of pay shall be equal to salary divided by 2080 (hrs).

Section 7.5. Roll Call and Lunch Period. The normal straight time work day shall include a fifteen (15) minute roll call before the shift and a thirty (30) minute lunch period. For example, the “7:00 a.m. to 3:00 p.m.” shift will be from 6:45 a.m. to 3:00 p.m. with a thirty (30) minute lunch period scheduled by the Police Department. If a lunch period is interrupted by a work assignment, the entire thirty (30) minute lunch period will be rescheduled for the employee as soon as feasible after the interruption. If emergency situations prevent the rescheduling of a lunch period, the employee will receive time and one-half pay for the interrupted thirty (30) minute lunch period.

Section 7.6 - Overtime Pay: Employees covered by this Agreement work a twenty-seven (27) day work period. Employees covered by this Agreement shall be paid one and one-half (1 ½) times their regular straight time hourly rate of pay for all authorized hours of work in excess of eight and one-quarter (8 ¼) hours in a work day and for all authorized hours of work on a scheduled day off. Overtime will be paid, if possible, twice a month. For purposes of any and all calculations which require the use of an hourly rate of pay for covered employees, the hourly rate of pay shall be equal to salary divided by 2080 (hrs).

- (a) In the event that no officer voluntarily works offered overtime, the most junior officer (not in training) working on duty shall be ordered to work the overtime. No officer shall be ordered to work overtime more than one day in a row. If a second day of overtime is offered on the same shift and no officer voluntarily works the overtime and the most junior officer (not in training) working on duty has been ordered the previous day to work the overtime, the second most junior officer (not in training) working on duty shall be ordered to work the overtime.

- (b) Overtime shall be granted by seniority. Detectives shall not be forced to cover patrol shift-fill/post coverage overtime. Detectives may not work shift-fill/post coverage overtime unless the overtime is not filled within seventy-two (72) hours of the date to be worked. Overtime posted within 72 hours from the start of said overtime, detectives shall wait 24 hours before signing up for the overtime. Patrol Officers shall not be forced to cover detective shift-fill coverage overtime. Patrol Officers may not work Detective shift-fill coverage overtime unless the overtime is not filled within seventy-two (72) hours of the date to be worked. Overtime posted within 72 hours from the start of said overtime, patrol officers shall wait 24 hours before signing up for the overtime.
- (c) When shift fill overtime becomes available within eight (8) hours of the beginning of a shift, it shall be offered first to those members working the prior shift of the shift fill overtime, by seniority. Detectives who are on duty may apply for patrol overtime if no on duty patrol officers volunteer for said overtime.
- (d) Other overtime (i.e., grant overtime, walk and talk, security details, etc.) shall be by Department seniority. Any overtime in this category that would be shift fill reverts to section (b) above.

Section 7.7. Court Time. Employees shall be paid time and one-half their regular straight time hourly rate of pay for off duty court time, with a minimum guarantee of three (3) hours pay at the regular straight time hourly rate.

Section 7.8 - Training Time: Employees covered by this Agreement who are required to attend a training program shall have their normal work hours adjusted for the day(s) of such training and shall be paid their regular straight time rate of pay for time spent in such a training program. If the training is conducted on the members regularly scheduled day off the member shall be allowed to complete a shift trade in according to section 7.13 of the agreement. Members will be allowed to trade weekdays for weekends when manpower allows. If such program extends beyond the officers normal eight and one-quarter (8 1/4) hours in a work day then such extended hours shall be paid in accordance with the overtime provisions of this agreement.

Section 7.9. Standby Time. Employees covered by this Agreement placed on standby and required to be available on sixty (60) minutes' notice shall be paid their regular straight time hourly rate of pay during the period they are placed on standby. Standby time shall commence when an employee is personally notified that he is on standby and shall terminate when he is notified that he is no longer on standby.

Section 7.10. Emergency Call-Out. An employee called out to duty for any reason shall be paid one and one-half (1 1/2) times his regularly straight time hourly rate of pay, with a minimum guarantee of three (3) hours pay at time and one-half. This Section does not apply to an employee who is required to report early for his regular shift or stay over at the end of his regular shift.

Section 7.11 Compensatory Time. Employees covered by this Agreement may, in lieu of cash payment for overtime worked as described in this article, choose as an alternative payment in Compensatory Time which may be earned and accrued subject to the following conditions:

- (a) A choice of Compensatory Time instead of cash payment will not be a determining factor in the assignment of any overtime.
- (b) Employees will make their choice of either Compensatory Time or cash payment upon their assignment to all overtime. The past practice of overtime assignment based on seniority will prevail.
- (c) The maximum amount of Compensatory time an employee may accrue will be one hundred eighty (180) hours.
- (d) Every effort will be made to accommodate the employee's desire to take accrued Compensatory Time. However, the employee and his/her supervisor must agree on a time off schedule that will not impede the manpower needs of the Department.
- (e) Compensatory Time will be paid at one and one-half (1 ½) hours for each overtime hour worked.
- (f) A list of all bargaining unit members Compensatory Time accumulations will be posted monthly.

Section 7.12 - Specialty Assignments - Compensation and Seniority:

(a) Any patrol officer designated detective patrol officer, evidence technician, canine officer, training officer, gang officer, Range Officer, and traffic crash reconstructionist, shall receive twelve (12) hours of pay or twelve (12) hours of compensatory time monthly, in addition to the employee's salary step set forth in Section 7.1. Any patrol officer designated bicycle patrol officer shall receive six (6) hours of pay or six (6) hours of compensatory time monthly for the months they serve as a bicycle patrol officer.

(b) Any patrol officers designated as a fill in evidence technician or fill-in training officer shall receive two (2) hours of pay or two (2) hours of compensatory time for each shift they fill in said capacity, up to a maximum of twelve (12) hours per month in addition to the employee's salary step set forth in Section 7.1.

(c) The employee must state, no later than January 10, 2011, July 01, 2011, January 10, 2012, July 01, 2012, January 10, 2013, July 01, 2013, January 10, 2014, and July 01, 2014, his intentions to receive his specialty compensation in cash or in compensatory time. If the employee does not so state, it shall be at the Chief's discretion as to which form of compensation shall be credited to the employee. The assignment of employees to the functions outlined in this Section shall continue to be at the discretion of the Chief of Police and it is understood that the salary differential set forth in this Section shall cease to apply on the last day of the month in which an employee is transferred out of the function.

(d) The Chief of Police will develop job description for the positions of Detective, Evidence Technician, and Training Officer, Canine Officer, Gang Officer, DAT and Range Officer and Traffic Crash Reconstructionist, which will include the primary job duties and required qualifications. The job descriptions will be made available to any interested employee. The Chief of Police has the authority to update these job descriptions from time to time if there are significant changes in job duties or qualifications.

(e) Members who are involuntarily removed from a specialty pay position, for any reason except for just cause, and who are receiving money for same, after serving in it for one (1) year shall continue to receive the specialty pay and the same regular salary as that received at the time of removal from the



10/26/2011

specialty pay position until the salary for the patrol officer of like experience under this agreement is at an amount which is equal to or greater than the total of the member's "frozen" salary and the specialty pay; at such time the member shall be paid the regular salary for a patrol officer under this agreement and shall cease to receive the specialty pay. Any member that is involuntarily removed from a specialty pay position for just cause, shall no longer receive specialty pay

(f) If a member dies and is receiving specialty compensation in the form of compensatory time it will automatically have the specialty compensation converted to pay.

(g) Specialty Seniority, which is to be utilized for the sole purpose of shift bidding by officers assigned to specialty positions, shall be determined by the member's years of Department service by hire date combined with years of continuous service by appointment to the position (added together for total number). Specialty positions on each shift are open for annual bid (March 1<sup>st</sup> through March 1<sup>st</sup>) by specialty seniority.

(h) Specialty position openings will be filled by the member chosen for that position on that shift that the opening occurred until the next shift bid process begins.

Section 7.13. Shift Trades. The practice of letting bargaining unit members trade shifts of work with each other will continue as in the past. Even-trades will only be denied for just reasons, and never because of personal feelings of a supervisor. Due notice will be provided to the Department by the persons involved in the trade, so long as the efficient operation of the Police Department is not affected. No two (2) members assigned to the Patrol Division may "even trade" with each other for more than three (3) consecutive weeks within a shift (6 month period).

**ARTICLE VIII**  
**Wages**

Section 8.1. Salary Schedule. The salary schedule effective from January 1, 2011 through December 31, 2014, shall be as set forth in Appendix A attached hereto and made a part hereof.

Section 8.2. Advancement in Salary Schedule. Periodic evaluations will be made on prescribed forms pursuant to Village Municipal Position, Pay and Benefits Ordinance at least annually for employees with permanent classified status. Those evaluations will serve as the basis for advancement in the salary schedule pursuant to said Ordinance. If an employee believes that the denial of an advancement in the salary schedule is unfair, the employee may file a grievance at Step 4 pursuant to Article II of this Agreement (except as modified herein) within one (1) week after the employee has completed the appeal procedure under the Village's guidelines for Municipal Employee Evaluation. The meeting at Step 4 will be held, if possible, within three (3) weekdays after the grievance is filed. The Village Manager, or his designated representative, shall give his answer in writing within three (3) weekdays of the meeting. If the Chapter desires to appeal the grievance to arbitration, it may give the Village Manager written notice within three (3) weekdays after receipt of the Village Manager's answer in Step 4. If the parties are unable to agree upon an arbitrator within three (3) weekdays, either or both parties may request the Federal mediation and Conciliation Service to submit a panel of five (5) arbitrators. Upon receipt of the panel, the parties shall select the arbitrator within three (3) weekdays. The hearing shall be held at the earliest possible date and the arbitrator shall, if possible, render his award within fifteen (15) days following the close of the hearing. With respect to grievances filed pursuant to this Section only, the decision of the arbitrator shall be final and binding rather than advisory. If an employee files a grievance and it is appealed to arbitration, no denial of an advancement in the salary schedule shall be put into effect until the arbitrator has confirmed the denial, and provided further, the confirmation of a denial shall not be made retroactive. No denial of an advancement in the salary schedule shall occur until an employee has an opportunity to exhaust the grievance and arbitration procedure set forth in this Section.

Section 8.3 - Acting Detective Sergeant: Where, for periods of one full working day, the Village may assign the senior detective to serve as Acting Detective Sergeant in the Detective Division, the employee shall receive four (4) hours of compensatory time for each full working day as acting Sergeant.

The parties agree that the position of Acting Sergeant shall not be used in the Patrol Division.

Section 8.4 "Me Too" Provision In the event that the Village agrees to a higher wage increase for 2011, 2012, 2013 or 2014 with the Fraternal Order of Police Labor Council representing the Police Department Command Staff, the International Association of Fire Fighters Local 3404 representing the Village of Oak Lawn Firefighters, the Metropolitan Association of Police Local 351 representing the Oak Lawn Telecommunicators, or the International Union of Operating Engineers Local 150 representing the Oak Lawn Public Works employees, the Village will automatically increase the wages the members of this bargaining unit to match the increase agreed to by the Village and the other bargaining unit. This provision shall not apply if higher wages are awarded to another unit via an arbitrator.

**ARTICLE IX**  
**Leaves of Absence**

Section 9.1. Funeral Leave. When a death occurs in an employee's immediate family (i.e., an employee's spouse, child, parent, grandparent, brother, sister, mother-in-law, father-in-law, stepmother, stepfather, stepson or stepdaughter) the employee will be excused for up to three (3) days to be taken within the seven (7) day period immediately following the death, including the day of death if said day is taken, without loss of pay for the purpose of attending the funeral if but for such excuse the employee would have been scheduled to work. An otherwise eligible employee will not receive funeral pay when it duplicates pay received for time not worked for any other reason.

Section 9.2. Maternity leave. Every employee who becomes pregnant shall be granted a leave of absence without pay commencing at any time during her pregnancy and ending not later than fifty-two (52) weeks after the leave commenced. At the employee's option, all or part of such leave may be chargeable to paid sick leave or vacation.

**ARTICLE X**  
**Education**

Section 10.1. Educational Provisions.

(a) Educational Compensation. Employees who presently hold, or who subsequently obtain, a degree in police-related subjects approved by the Chief of Police shall receive annual educational incentive compensation payable on a pro-rata basis with the employee's regular paycheck as follows:

Associate Degree:	\$650.00
Bachelors Degree:	\$895.00
Masters Degree:	\$1375.00

This compensation is not cumulative; a member is to receive only the compensation attached to the highest degree achieved.

(b) Educational Incentive: Any employee covered by this Agreement with at least one (1) year full-time service to the Village who enrolls in an accredited course of studies in a law enforcement related curriculum, law enforcement degree program, or criminal justice degree program as approved in advance by the Chief, shall have the tuition and the purchase or rental price of books for such subjects or courses reimbursed at the rate of 100% provided that the member receives a grade of "C" or better. Courses eligible for reimbursement shall include all courses designated as required courses in the course catalog for members enrolled in a law enforcement degree program or criminal justice degree program. The maximum reimbursement for the entire membership of the bargaining unit per calendar year unit shall be:

(c) As of 2011 and thereafter \$30,000.00/year. Unexpended funds shall not be carried over to the next year. Reimbursement requests shall be conditionally approved at the time of enrollment and of pre-approval of the course by the Chief, and where funds available are insufficient to meet all reimbursement requests on hand, the requests shall be approved on the basis of seniority. There will be a cap of \$5,000 per member in an effort to allow the maximum number of members to attend classes. In the event that all of the allocated funds are not exhausted, any remaining funds will be distributed to the members who have been pre-approved to attend classes during such calendar year. Those who have been pre-approved, but were denied funds requested, will receive those unexhausted fund. Any remaining funds will then be allocated to members who requested more than the \$5,000, based upon seniority.

(d) Reimbursements shall be made after the completion of courses with no reimbursement for a grade of less than "C" or for failure to complete the course. Any officer who does not remain in the employ of the Village for at least two (2) years following the completion of any course for which the Village provided any reimbursement shall reimburse the Village's tuition and book expenditure. The reimbursement shall be taken from the employee's last check. If collection procedures need to be initiated to collect the Village's expenditure, the employee will pay and be responsible for all costs and attorney's fees incurred as a result of the collection procedure.

(e) All new hires after ratification of this Agreement are not entitled to receive the benefit set forth in the above sections of 10.1 Educational Provision, except that they may still be eligible to receive the education compensation if they acquire a master's degree in law enforcement related study, as approved by the Chief of Police.

**ARTICLE XI**  
**Medical and Other Group Employee Benefits**

Section 11.1. General Principles. (a) The Village shall provide health insurance and other employee benefit plans to all full time employees covered by this Agreement, and to retired employees receiving retirement benefits for their service to the Village, in accordance with the following provisions. The number and form of such plans shall be determined from time to time by the Village. The plans for medical, dental vision and prescription drug benefits may not be substantially changed by the Employer without the agreement of the Union. The Village will continue to pay ninety percent (90%) and employees will pay ten percent (10%) of the base HMO plans for active employees. If the Village offers any alternative option(s) for health insurance coverage, the employee shall be financially responsible for any difference in health insurance premiums. On the date of this Agreement said employee benefit plans include health and medical insurance plans with options, life insurance, retiree benefits, long-term disability benefits, flexible spending accounts, vision benefits, dental benefits, and deferred compensation plans.

Employees who qualify may elect coverage under the Village's group employee benefit plans. The "open enrollment" period for the Village's plans shall occur in January of each year

Section 11.2. Disability Benefits. The Village agrees to take all steps in order to maximize all disability benefits available to the employee. The obligation of the Village to maximize these benefits shall be triggered by the effected employee being awarded a disability pension by the Oak Lawn Police Pension Board. The one (1) year obligation by the Village to maximize benefits under this Section shall commence on the effective date of said pension award. During the first twelve (12) months of any awarded disability, the employee shall receive his/her regular straight time rate of pay subject to the Village receiving credit for any payments received by the employee from other Village pension sources. In all years thereafter the employee shall receive the maximum amount as provided for under both Village disability plans and/or pension providing disability benefits. The Village agrees to maintain medical benefits for any disabled covered employee and his/her family in the event said benefits are not covered under the applicable pension provisions.

Section 11.3. Health Insurance Committee. The Village shall establish and maintain a "Health Insurance Committee" which shall be composed of one (1) employee from each of the following eight (8) employee groups, and two (2) members of management:

Employees covered by this Agreement  
Employees covered by the Agreement between the Village and AFSCME Council 31, Local 601  
Employees covered by the Agreement between the Village and Fire Department Officer's Committee  
Employees covered by the Agreement between the Village and Oak Lawn Police Supervisors' Association, FOP  
Employees covered by the Agreement between the Village and Firefighters Association, Local 3405  
Employees covered by the agreement between the Village and MAP #351  
Non-exempt employees not represented by a Union  
Exempt employees not represented by a Union

This Committee shall meet no later than the Fall of each year for the purpose of reviewing and discussing the Village's health and medical group plans, and other group benefit plans for employees, and to advise the Village with respect to the cost, number, form, included benefits, and employee contributions to the payment for said plans. Based upon such discussion and advice, it shall be the objective of the Village to provide group employee benefit plans which are common to all employees of the Village, except as may

be established under the provisions of this Agreement. The Union's collective bargaining rights shall not be superseded by the Village Health Insurance Committee.

Section 11.4. Group Employee Benefits. Notwithstanding the forgoing, the following plans shall be maintained by the Village for the term of this Agreement:

(a) Life Insurance.

- i. Employees covered by this Agreement shall receive term life and AD&D Insurance benefit coverage as provided by the Village under its plan(s) in an amount of not less than \$45,000.00, multiplied by 2 for accidental death.
- ii. Life Insurance for retired employees each shall be as follows:
  - \$45,000 at time of retirement;
  - \$22,500 effective the following January 1;
  - \$20,000 effective the following January 1;
  - \$17,500 effective the following January 1;
  - \$15,000 effective the following January 1;
  - \$12,500 effective the following January 1;
  - \$10,000 effective the following January 1;
  - \$ 7,500 effective the following January 1; and
  - \$ 5,000 effective the following January 1
- iii. There also shall be a \$15,000.00 benefit in the event of death of an employee covered by this Agreement from injuries suffered from a duty related death or injury. The duty related death benefit shall be paid to the beneficiaries designated by the employee in the Village Group Life Insurance.

(b) Health Insurance Buy-Out.

No employees who is eligible for Village insurance coverage through marriage or other familial relationship shall be eligible for the Health Insurance Buy-Out discussed in this provision. Except as provided earlier in this paragraph, the first time an employee covered by this Agreement elects not to participate in a health insurance program which may be offered by the Village, either during the open enrollment period of any subsequent enrollment period, the employee shall receive a one-time payment of one thousand five hundred dollars (\$1,500.00) within thirty (30) days of the date of withdrawal health insurance program shall receive from the Village's Plan. Employees can only receive the \$1,500 payment once during the life of their employment with the Village. Employees can only withdraw during the open enrollment period. All employees who, after initially opting out of the Village's program, continue to opt out of the Village's, receive one thousand dollars (\$1,000.00) each year they choose to opt out of the Village's health insurance program. All employees who withdraw from the Village's health insurance program can re-enroll, but such re-enrollments can only occur during the open enrollment period or situations of life altering events per the applicable insurance policy.

(c) Dental and Vision Plans.

The Village shall provide a dental plan and a vision plan with employee contribution rates, terms, and conditions remaining substantially the same as current practice in existence at the time of execution of this Agreement.

(d) Flexible Benefit Plan.

The Village shall maintain an "IRS 125 Flexible Benefit Plan" which (subject to IRS regulations) has as its objective allowance for pre-tax payroll deductions authorized by employees covered by this Agreement for the purpose of paying health insurance and other premium payments, un-reimbursed medical, vision and dental expenses, and qualified child care expenses permitted by law.

(e) Catastrophic Injury/Death Related Medical Benefits.

The Village shall provide health coverage benefits for any/all members who "suffers a catastrophic injury or is killed in the line of duty shall pay the entire premium of the employer's health insurance plan for the injured employee, the injured employee's spouse, and for each dependant child of the injured employee until the child reaches the age of majority or until the end of the calendar year in which the child reached the age of twenty-five (25) if the child continues to be dependant for support or the child is full-time or part-time student and is dependant for support". 820 ILCS 320 (Public Safety Employee Benefits Act)

(f) Retiree Medical Benefits.

All employees that retire after ratification of this Agreement and elect to participate in the Village's health insurance program will be required to contribute to the cost of insurance in the following way: the Village shall continue to provide for medical benefits to retirees and their spouses, the Village agrees to pay ninety percent (90%) and retired employees will pay ten percent (10%) of the cost of Base Plan. If the Village offers any alternative option(s) for health insurance coverage, the retiree shall be financially responsible for any difference in health insurance premiums. Retirement shall be at age fifty (50) with twenty (20) or more years of service. Said coverage shall continue until the employee reaches age sixty-five (65) or when the employee is Medicare eligible. If for any reason the employee is found not to be eligible for Medicare, the Village shall continue to provide medical insurance coverage to the employee.

Section 11.5. Retiree Benefits Option. In addition, upon ratification of this Agreement, any retiree that had previously elected to opt-out of the employer's Base plan may continue to elect to opt-out of the Base Plan. Those retirees that are eligible for the opt-out shall continue to receive the cash equivalent amount which the Village would have paid for the employee's Base Plan premium for the retiree and spouse. Retirees that had not participated in the opt-out prior to ratification of this Agreement shall not be eligible for this benefit and no employee that retires after ratification of this Agreement shall be eligible for the opt-out benefit.

Section 11.6. Pension Benefits. As provided in Section 11.2 above, the Village agrees to maximize pension benefits to all covered employees subject to the limitations of all plans under which the employee is covered.

Section 11.7. Insurance and Indemnification. The Village acknowledges its duty under 65 ILCS 5/1-4-6 of the Illinois Municipal Code to indemnify members of the bargaining unit from liability for damages to the person or property of third party when such damages are caused while the member is engaged in the performance of his or her duties as a police officer. In order to enable the Village to fulfill

10/26/2011

the Village's duties under that statute, and in the exercise of the Village's power to indemnify its employees from all claims for damages based on injuries that arise from acts or omissions occurring within the scope of such employee's employment pursuant to 745 ILCS 10/2-302 of the Local Governmental and Governmental Employees Tort Immunity Act, the Village will keep in force policies of insurance providing coverage for comprehensive general liability and officer's and employee's liability sufficient to satisfy its indemnification obligations to bargaining unit employees as provided by law. The Village shall provide the Union President with certificates of insurance or the equivalent coverage documents from a self insurance pool evidencing the coverage's specified above on request.



**ARTICLE XII**  
**Uniforms and Equipment**

Section 12.1. Annual Review of Uniforms. A committee composed of two (2) representatives designated by the Chapter and two (2) representatives designated by the Chief of Police will meet annually to review uniforms. Any recommendations made by this committee shall be considered by the Village. The Village agrees that it will pay for uniform changes and/or additions mandated by the Chief of Police or his designee. This is not applicable in the event change is mandated by the Uniform Committee.

Section 12.2. Uniform Issuance. A full set of uniforms as determined appropriate by the Department will be provided to new members of the Department upon hiring. If the Chief of Police determines that an authorized uniform item is damaged in the line of duty, as distinguished from normal wear and tear, the Village will pay for the replacement of said item. If the officer receives payment, through court order or otherwise, this payment will be returned to the Village.

Section 12.3. Bulletproof Vests. The Village shall provide vests to all employees covered under this Agreement. Vests shall conform with appropriate Federal Standards and shall be determined as appropriate by the Department. Newly hired employees will be provided vests by the Village.

**ARTICLE XIII**  
**General Provisions**

Section 13.1. No Discrimination. In accordance with applicable legislation, neither the Village nor the Chapter shall discriminate against any employee because of race, creed, color, sex or national origin. The Chapter and the Village agree to comply with the provisions of the Americans with Disabilities Act (ADA).

Section 13.2. Labor Relations Committee. There shall be a Labor Relations Committee composed of two (2) employee members appointed by the Chapter and two (2) members appointed by the Village to meet from time to time to discuss and make recommendations on matters of Police Department operations and procedures to the Chief of Police, who shall give consideration to any Committee recommendations. The Committee shall also discuss matters of safety and past practice matters, with the understanding that the final decision will be management's choice. Each party shall designate the names of its members in writing to the other party and any change in designation. The Labor Relations Committee shall meet bi-monthly or more frequently if agreed upon by the Committee members. Upon request of the Chapter or Village administration, representation from the Village Manager's office will be present at any scheduled meeting of the Labor-Management Committee.

Section 13.3. On the Job Injury-Return to Work. A member disabled as the result of an on the job injury shall return to work when released by his or her treating physician.

Section 13.4. Secondary Employment. Full time police officers will have the first choice of special assignments. A 72 hour advance notice provision shall apply. An indemnity agreement must be signed by the employee to provide the Village with insurance and other protection.

Section 13.5. Line of Duty. If an employee is killed in the line of duty the Village shall pay \$10,000.00 to the employee's spouse or legal dependents. This payment shall not be made if the employee dies on duty from illness or other natural causes.

Section 13.6. Drug Testing The Village will implement the drug/alcohol testing program attached hereto as Appendix F. Any changes in the policy will be subject to prior discussion an agreement with the Chapter.

Section 13.7. Time Change Policy. The practice of paying bargaining unit members eight (8) hours of pay for seven (7) hours of work for working the first shift on the Sunday in April when Standard Time changes to Daylight Savings Time, will continue as in the past.

Also, the practice of paying the bargaining unit members one (1) hour overtime for working nine (9) hours instead of eight (8) hours on the first shift on the Sunday in October when the time changes back to Standard Time, will continue as in the past.

**ARTICLE XIV**  
**Discipline**

Section 14.1. Disciplinary Action. Disciplinary action (i.e. oral or written reprimand, suspension or discharge) may be imposed upon a post-probationary employee only for just cause. In no event shall the discipline of an employee include corporal punishment.

Section 14.2. Pre-Disciplinary Meeting. Before a decision to impose or recommend a suspension, without pay, or a discharge is reached by the Chief of Police, the Chief or his designee shall notify the Chapter and meet with the employee involved and the employee's Chapter representative, if requested by the employee, and inform the employee of the reason(s) for contemplated disciplinary action. The employee, and the Chapter representative, if present, shall be given the opportunity to informally discuss, rebut or clarify the reasons for contemplated disciplinary action.

Section 14.3. Measure of Disciplinary Action 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.

Section 14.4. Polygraph Testing. The Village shall abide by Illinois law concerning polygraph examinations.

Section 14.5. Rules, Regulations and Practices. The Village and the Chapter agree that the Department's Rules, Regulations and practices shall be applied fairly and equitably to all members of the Department.

Section 14.6. Purging of File. A verbal or written reprimand shall be removed from the employee's files after one (1) year from the date given, and may not be used for purposes of progressive discipline, references, or for internal use after that date. Such records may be used for other legitimate purposes, however.

Section 14.7. Bill of Rights. The Illinois Police Officer's Disciplinary Act is hereby incorporated by reference.

Section 14.8 Arbitration of Discipline. The Parties agree that per Article II, Section 2.6 herein, any officer covered by this agreement who is subjected to discipline in the form of either a suspension of greater than five (5) days or termination shall have seven (7) working days within which to tender a written election to the Chief of Police or his designee, to have such discipline heard by the Oak lawn Police Commissioners or an Arbitrator selected per the grievance procedure set forth herein. Such election is mutually exclusive.

No arbitration shall proceed without the written authorization by the Metropolitan Alliance of Police. In the event an officer elects to arbitrate his/her discipline, and MAP has authorized such arbitration, then that disciplinary grievance shall commence at Step 5 of Section 2.3. The decision of the Arbitrator shall be final and binding on the Parties. The parties shall receive a panel of at least five (5) arbitrators as described in Step 5, the Parties shall flip a coin and the losing party shall strike first and the Parties shall alternately strike names until the

10/26/2011

Arbitrator is selected. The Parties shall cooperate so as to have the matter heard in a timely manner.

**ARTICLE XV**  
**Sick Leave**

Section 15.1. Sick Leave Accrual. All employees shall accumulate sick leave at the rate of one (1) day per month of employment (twelve (12) days per year).

Section 15.2. Conditions. Sick leave is a fringe benefit of employment. It may be used by employees having available sick leave under the following conditions:

- (a) Should an employee's presence at work be injurious to his or her own health or to the health of others.
- (b) Should an employee suffer from an illness or sickness which will prevent him or her from performing his or her assigned duties.
- (c) Serious illness in the officer's family, with the permission of the Chief of Police or his designee.

Section 15.3. Procedures. The procedures associated with the use of sick leave are as follows:

- (a) After an absence of three (3) or more consecutive work days, an employee shall be required to furnish a doctor's certificate before returning to work.
- (b) To be eligible for sick leave an employee must notify his/her supervisor no later than one (1) hour before the beginning of his/her reporting time. If an employee becomes ill during working hours he/she must notify his/her supervisor before leaving work.
- (c) Absences due to illness will be deducted from pay during the first six (6) months of employment, but no deduction will be made from the accumulated leave record in these cases.

Section 15.4. Sick Leave Accumulation Employees hired before January 1, 1979, who, after the effective date of this Agreement, take normal retirement under the Illinois Police Pension with twenty (20) or more years of credited service shall be paid for unused sick leave accumulated as a police officer up to the following limits:

<u>Date Employee Became Police Officer</u>	<u>Maximum Sick Leave Payment</u>
January 1, 1977 through December 31, 1978	30 Days
January 1, 1970 through December 31, 1976	60 Days
Prior to January 1, 1970	120 Days

Section 15.5. Sick Leave Incentive. Employees who use zero (0) days of sick time in a calendar year shall receive a one thousand dollar (\$1,000) payment and employees who use one (1) day of sick time in a calendar year shall receive a five hundred dollar (\$500) payment annually on or about January 31<sup>st</sup> of each year.

**ARTICLE XVI**  
**Union Security**

Section 16.1. Fair Share. Bargaining unit employees who are not members of the Chapter 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 Chapter for collective bargaining and contract administration rendered by the Chapter. Such fair share fee shall not exceed the full dues amount paid by members of the Chapter. The fair share fee shall be deducted by the Employer from the earnings of non-members and remitted to an address provided by the Chapter. The Chapter 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 Chapter 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 Chapter 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 Chapter 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 Chapter 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 Chapter. If the affected employee and the Chapter 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 Chapter 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.

Section 16.2. Checkoff. Upon receipt of lawful written authorization from employees covered by this Agreement, the Village agrees to deduct from their salary the regular uniform Chapter membership dues during the term of this Agreement. A copy of the dues deduction authorization that is to be utilized is attached hereto as Appendix B. Signing of the dues deduction authorization is voluntary with the individual employee; provided, however, that any dues deduction authorization which is signed shall be irrevocable for the term of this Agreement. The dues shall be forwarded to the individual

10/26/2011

designated by the Chapter to receive such deductions. The regular uniform Chapter membership dues to be deducted will be certified in writing by the Chapter to the Village.

The Chapter agrees to release, defend and discharge the Village from any liability or expense whatsoever as a result of any action taken by the Village pursuant to the provisions of this Article.

Section 16.3. Part Time Police Officers.

The Village agrees that no part-time, auxiliary, reserve or volunteer officers will be hired during the term of this agreement.

**ARTICLE XVII**  
**Entire Agreement**

Section 17.1. Entire Agreement.

(a) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right an opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that 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 Village and the Chapter, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right to bargain, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, 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. This Article shall not be applicable to the processing of grievances in accordance with the provisions of Article II.

(b) The Village and Chapter have reached complete agreement on wages and compensation and there shall be no additional compensation or benefits paid to employees without prior agreement of the Chapter.



**ARTICLE XVIII**  
**Savings**

Section 18.1 Savings If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

If any of the provisions contained in this Agreement may not be placed into effect as herein provided because of applicable legislation or executive orders concerning wage price controls, including any regulations and guidelines issued thereunder, then such provisions or any part thereof, shall become effective at such time, in such amounts, and for such periods, retroactively or prospectively, as permitted by law during the life of this Agreement.

**ARTICLE XIX**  
**SENIORITY**

Section 19.1 Definition. For the purpose of this Agreement, seniority shall be defined as an employee's length of continuous full-time service since the employee's last date of hire excluding time off due to layoff or any other unpaid leave of absence which exceeds thirty (30) consecutive days of absence unless otherwise agreed by the Village. Suspension time and disability time do not affect seniority.

Section 19.2 Seniority List. The Village shall maintain a current seniority list. This list shall be made available to the Chapter within thirty (30) days after this Agreement. Any alleged error in the list must be brought to the attention of the Chief of Police within thirty (30) days after the list has been made available to the Union.

Section 19.3 Termination of Seniority. Seniority and employment shall be terminated when an employee:

- quits/resigns; or
- is discharged for cause;
- is laid off for a period in excess thirty-six (36) months, or length of seniority, whichever occurs first;
- does not report for work within seventy two (72) hours after the termination of an authorized leave of absence;
- retires or is retired.

10/26/2011

**ARTICLE XX**  
**Term of Agreement**

Section 20.1. Termination. This Agreement shall become effective as of the 1<sup>st</sup> day of January 2011, and shall terminate at 11:59 p.m. on December 31, 2014. Not earlier than August 1, 2014 and not later than September 1, 2014 either the Village or the Chapter may give written notice to the other party by registered or certified mail of its desire to negotiate an agreement for subsequent years. If appropriate notice is given pursuant to the preceding sentence, this Agreement shall not terminate on December 31, 2014 but shall continue in full force and effect after December 31, 2014, until either the Village or Chapter gives 15 days written notice to the other party to terminate this Agreement.

METROPOLITAN ALLIANCE OF POLICE  
OAK LAWN POLICE CHAPTER

VILLAGE OF OAK LAWN,  
ILLINOIS

By: \_\_\_\_\_  
**Michael Acke, Chapter President**

By: \_\_\_\_\_  
**Larry Deetjen**  
**Village Manager**

By: \_\_\_\_\_  
**Joseph Schmidt, Chapter Vice President**

By: \_\_\_\_\_  
**Michael Fortuna, Chapter Secretary/Treasurer**

By: \_\_\_\_\_  
**Edward Clancy, Chapter Sgt. At Arms**

By: \_\_\_\_\_  
**Eugene McNulty, Chapter Sgt. At Arms**

METROPOLITAN ALLIANCE OF POLICE

By: \_\_\_\_\_  
**Joseph Andalina, President**

APPENDIX A

## WAGES

	Eff Jan. 2010	Eff 1.00% Jul. 2011	Eff 2.50% Jan. 2012	Eff 2.50% Jan. 2013	Eff 2.50% Jan. 2014
Start	\$52,941	\$ 53,470.41	\$ 54,807.17	\$ 56,177.35	\$ 57,581.78
After 1	\$63,758	\$ 64,395.58	\$ 66,005.47	\$ 67,655.61	\$ 69,347.00
After 2	\$65,733	\$ 66,390.33	\$ 68,050.09	\$ 69,751.34	\$ 71,495.12
After 3	\$75,964	\$ 76,723.64	\$ 78,641.73	\$ 80,607.77	\$ 82,622.97
After 5	\$76,724	\$ 77,490.88	\$ 79,428.15	\$ 81,413.85	\$ 83,449.20
After 10	\$77,491	\$ 78,265.79	\$ 80,222.43	\$ 82,227.99	\$ 84,283.69
After 15	\$78,266	\$ 79,048.44	\$ 81,024.65	\$ 83,050.27	\$ 85,126.53
After 20	\$79,048	\$ 79,838.93	\$ 81,834.90	\$ 83,880.77	\$ 85,977.79
After 25	\$79,839	\$ 80,637.32	\$ 82,653.25	\$ 84,719.58	\$ 86,837.57

APPENDIX B

DUES DEDUCTION FORM



Metropolitan Alliance of Police

215 Remington Suite C • Bolingbrook, IL 60440  
Phone: 630/739-1925 • Fax: 630/739-1902  
e-mail: mapunion@att.net • map.legal@bglab.com  
www.crazyunion.org

EXECUTIVE BOARD

- Joseph Andolina  
*President*
- Keith George  
*Vice President*
- Richard Tracy  
*Secretary*
- Jeffery Ortman  
*Legal Advisor*

**CHECK OFF DUES AUTHORIZATION**

I, the undersigned member of the Metropolitan Alliance of Police (MAP) Chapter #309, hereby authorize and direct my employer, Village of Oak Lawn, to deduct from my wages and to pay to the Metropolitan Alliance of Police or its authorized representative, the regular monthly dues of \$25, which may be owed to the Metropolitan Alliance of Police as a result of my membership therein.

BOARD OF DIRECTORS

- Michael O'Brien  
*Member*
- Raymond Violette  
*Member*
- Andrew Diakounis  
*Coord. Co. Unit of  
Comatives*
- Barry Jackson  
*CCSO/President*

I understand that if I refuse to sign this form, I am subjected to the fair share arrangements set forth in the collective bargaining agreement. Fair share dues are set at the same amount as regular monthly dues and I am not eligible for the free legal defense as an offered benefit of full dues paying status.

CHIEF COUNSEL

Joseph Marzocco

This authorization shall continue to be in effect for the term of this contract between the employer and the Metropolitan Alliance of Police.

CO-COUNSEL

Richard Reimer  
Steven Clarkhana

GENERAL COUNSEL

- Chris Pothoff
- Ronald Crimelli
- David Wyszynski
- Andrew Karowski
- Jeffrey A. Goodloe
- Patrick M. Shims
- Karen Zaitsek

Member's name: \_\_\_\_\_ Date: \_\_\_\_\_  
(Please print)

Member's signature: \_\_\_\_\_ SSN# \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Phone: \_\_\_\_\_

## **APPENDIX C**

### **ALCOHOL AND DRUG POLICY AND TESTING PROCEDURES**

#### **1. PURPOSE**

The Oak Lawn Police Department is committed to a drug and alcohol free workplace. In order to ensure the safety of its employees and the general public, the Police Chief has adopted this policy. We take pride in our employees who perform critical duties in a truly effective manner, with safety foremost in their minds. This policy strengthens our commitment to a safe workplace.

#### **2. PROGRAM ADMINISTRATOR**

The Police Chief is the Alcohol/Drug Testing Program Administrator. The Program Administrator is responsible for answering questions from drivers, employees or the public in general. The Program Administrator will maintain the confidentiality of all information relating to drug and alcohol testing. The Program Administrator may provide such information as necessary to enable the appropriate supervisor to take the appropriate action to ensure compliance with this policy.

#### **3. SCOPE OF POLICY**

This policy applies to all full-time, part-time, seasonal, on-call, volunteer, and temporary Oak Lawn Police Department employees.

#### **4. COMPLIANCE WITH REGULATIONS**

All employees subject to alcohol and drug testing must be in compliance with this policy at all times while working for the Oak Lawn Police Department. This includes but is not limited to all time spent operating vehicles and equipment, as well as time spent working at an incident scene or engaged in training.

#### **5. SUBSTANCES TESTED FOR**

When drug and alcohol screening is required by this policy, a breath test and/or urine test will be given to detect the following:

- 1) Alcohol
- 2) Marijuana
- 3) Cocaine
- 4) Amphetamines
- 5) Phencyclidine (PCP)
- 6) Opiates

#### **6. PRESCRIPTION DRUG USE**

Employees covered by this policy may use prescription drugs and “over the counter” medications provided that:

- 1) The prescription drugs or their generic equivalent have been prescribed to the employee within the past 12 months by an authorized licensed healthcare provider.
- 2) The employee does not consume these drugs and medications more often than as prescribed by the licensed healthcare provider.
- 3) Any employee who has been informed that the medication could cause adverse side effects while working shall inform his/her supervisor at the start of his-her shift. The Oak Lawn Police Department reserves the right to have a licensed healthcare provider determine if use of a prescription drug or medication by an employee produces an adverse effect.

## **7. TESTS REQUIRED**

All employees subject to this policy shall be tested for alcohol and/or controlled substances in the following circumstances:

- 1) Post-accident. As soon as is practicable after a motor vehicle collision, the employee shall be tested for alcohol and drugs if: (a) the collision involved the loss of human life; or (b) the employee received a citation for a moving traffic violation arising from the accident, or (c) the collision results in property damage of another party.
- 2) Reasonable suspicion. All employees who exhibit to a trained supervisor, firefighter or police officer, signs and symptoms of alcohol and/or drug abuse while on the job, prior to reporting to work, or just after work will be required to submit to an alcohol and/or drug test. The supervisor shall document the specific facts, symptoms or observations by completing a “Reasonable Suspicion Record” form.

NOTE: Do not allow an employee to drive him/herself to the testing facility for a reasonable suspicion test. Instead, the supervisor or another employee should provide transportation to the testing facility.

- 3) Random testing. The random selection of employees to be tested shall be based on a computer generated listing which shall ensure that there are no “safe periods” for any sworn employee. Each workday shall present every affected employee with a new opportunity of being required to submit to the random testing program, with a substantially equal statistical chance for all employees on each new day, regardless of samples previously submitted. The selection process shall employ objective, neutral criteria and shall not permit subjective factors to play a role in the methodology.

The number of random tests to be performed in any year shall be determined by a formula based on testing twenty (20) per cent of the sworn employees who are in the common selection pool.

The collection of specimens for random testing shall be evenly distributed throughout the year. The number of specimens collected weekly, monthly or quarterly shall remain relatively constant.

Random testing shall be conducted on different days of the week throughout the annual cycle to prevent employees from anticipating patterns in collection scheduling.

The computerized random selection listing shall be generated from the common selection pool of all sworn employees utilizing a confidential identification number uniquely assigned to each individual employee. The association with and identification of the employee's name shall be known only to the Administrator or designee of the Drug Testing Unit until such a time as the daily selection for testing list is prepared for notification.

4) Any officer required to submit to a drug test shall be compensated at the officer's appropriate hourly rate for all hours necessary to accomplish said test, unless the officer is on duty.

## **8. TESTING PROCEDURES**

**Drug Testing:** Drug testing is accomplished by urinalysis. Specimens will be collected at an off-site facility selected by the Police Department. Once the employee provides a urine specimen, it is sealed and labeled by a certified/authorized agent of the testing facility. A chain of custody document is completed in the presence of the employee, and the specimen is shipped to a laboratory, which is certified in accordance with **DHHS** or equivalent guidelines.

All urinalysis procedures are required to include split-specimen techniques. Each urine sample is subdivided into two containers and labeled as primary and split specimens. Both specimens are forwarded to the laboratory. Only the primary specimen is used in the urinalysis. In the event of a confirmed positive test result, the split specimen may be used for a second confirmation test if requested by the employee.

If the analysis of the primary specimen results in a confirmed positive test, the employee may request within 72 hours that the split specimen also be tested at a certified laboratory of his choice. The second test is at the employee's expense unless the test result is negative, in which case the Police Department will reimburse the employee.

All test results are reviewed by the Department Head prior to results being reported to the Oak Lawn Police Department. In the event of a positive test result, the Department Head will first attempt to contact the employee and conduct an interview to determine if there are any alternative legitimate reasons for the positive results (such as over-the-counter or prescription medications). If the Department Head determines there is a legitimate medical explanation for the presence of drugs, the result will be reported as negative. If the Department Head is unable to contact the employee, then the employer will advise the employee to contact the Department Head. Urine samples shall be provided in a private test room, stall or similar enclosure so that employees and applicants may not be viewed while providing the sample. Street clothes, bags, briefcases, purses, and other containers may not be carried into the test area. The water in the commode, if any, shall be colored with dye to protect against dilution of test samples. An employee may waive the right to privacy and provide the urine sample in the presence of a witness (of the same gender) and not be required to disrobe and wear a hospital gown.

**Alcohol Testing:** Alcohol testing will be conducted using an **evidential breath testing device (EBT) or portable breath testing (PBT) device**. The breath test must be performed by a certified Breath Alcohol Technician (BAT) trained in the use of EBT/PBT and alcohol testing procedures. Under certain circumstances, post-accident tests conducted by law enforcement personnel or medical personnel will be acceptable.

Two (2) breath tests are required to determine if an individual is over the alcohol concentration limit permitted. Any result of less than .04 concentration is considered a negative result. Any result of .04 or greater requires a confirmation test. A confirmed test of .04 or greater is considered a positive result.



## **9. PROHIBITED CONDUCT**

Oak Lawn Police Department employees shall NOT:

- 1) Report to work and/or remain on duty with an alcohol concentration of 0.04 or greater or exhibit such behavior or other evident manifestation of intoxication or impairment which raises in the mind of the employee's supervisor a reasonable question regarding fitness for duty;
- 2) Possess any alcohol while on duty;
- 3) Consume any alcohol while on duty;
- 4) Consume any alcohol within eight (8) hours after an accident for which the employee must be tested for alcohol concentration;
- 5) Refuse to submit to the following alcohol and/or controlled substance tests: reasonable suspicion test, post-accident test, random test, or follow-up test;
- 6) Report to or remain on duty when using any controlled substance, except when used under a physician's orders and when the physician has informed the employee in writing that the use will not affect the safe operation of any vehicle, equipment or other work detail while on an emergency scene. In the case of a written warning by the physician, the employee shall report this to his/her supervisor immediately;
- 7) Report to or remain on duty if the employee tests positive for controlled substances.

## **10. REFUSAL TO TEST**

An employee's failure to submit to testing or executing consent for testing may result in disciplinary action up to and including dismissal. Specifically, the following circumstances may be considered a refusal to test:

- 1) Failure to report to the designated testing area immediately after being notified to submit to an alcohol or drug test.
- 2) Failure to accurately provide a sufficient sample to be tested, either breath or urine as the case may be, unless medically determined to be unable to do so.
- 3) Engaging in conduct that clearly obstructs or delays the testing process.

## **11. NOTICE AND CONSENT**

Before a drug or alcohol test is administered, employees will be asked to sign a consent form authorizing the test and permitting the release of test results to the Program Administrator. The chemical screen consent form shall provide space to indicate current or recent use of prescription and over-the-counter medication.

## **12. CONSEQUENCES OF VIOLATION OF THIS POLICY**

1. Any Oak Lawn Police Department employee who violates Sections 9 or 10 of this policy shall be immediately removed from any safety-sensitive function and will be advised by the Oak Lawn Police Department of the resources available for evaluating and resolving drug and alcohol abuse problems. An employee shall not be allowed to return to the safety-sensitive function until he/she has a return-to-duty alcohol test result of less than 0.02 and/or a return-to-duty drug test with a verified negative result.

2. In addition, any employee who violates Sections 9 or 10 of this policy may be subject to disciplinary action up to and including dismissal. Factors to be considered in determining the appropriate disciplinary response include, but are not limited to the following: employee's work history, length of employment, current job performance, and existence of past disciplinary actions. Disciplinary action is imposed by municipal policy; it is not required by federal law.

3. During the period that the Oak Lawn Police Department is awaiting an employee's test result for a post-accident test, reasonable suspicion test, random test or return-to-duty test, the Oak Lawn Police Department may transfer the employee to another position with or without a reduction in pay or benefits. Oak Lawn Police Department also reserves the right to place an employee on unpaid suspension to reduce any possible safety hazard. A determination as to whether an employee is placed in another position or placed on paid or unpaid suspension may be based on, but is not limited to: who is responsible for and/or the severity of the accident, if applicable; the observed condition of the employee, if applicable; the employee's work history; length of employment; current job performance; and the existence of past disciplinary actions. Action taken by Oak Lawn Police Department under this subsection is a matter of department policy, and is not imposed by federal law.

### **13. EMPLOYEE/APPLICANT RIGHTS AND RESPONSIBILITIES**

(1) In the event of a confirmed positive test result, employees shall have the opportunity to present an alternative explanation for the test result by contacting the Medical Review Officer (DEPARTMENT HEAD). This shall be done within 72 hours after notification of the confirmed result. No further action will be taken if there is a justified explanation or there is a reasonable doubt as to the accuracy of the result of chain of custody of the sample.

(2) Any employee with a positive test result may upon written request to the Program Administrator have the right to any information relating to the test result and procedures.

### **14. CONFIDENTIALITY OF INFORMATION**

Unless the employee consents, all information acquired by the Oak Lawn Police Department in connection with the testing processes is confidential and may not be released to any person other than to the employee who is tested, the Program Administrator and the rehabilitation provider. The foregoing shall not prevent the release of information that is required or permitted by state or federal law, or the use of information in any grievance procedure, administrative hearing or lawsuit relating to the imposition of the test or the use of the test results.

### **15. DOCUMENTS PROVIDED**

The Oak Lawn Police Department will provide each person subject to this policy a copy of the policy. The department will also provide, on request, printed material which describes the effects of alcohol and/or controlled substances on the individual's health, employment and personal life, as well as information on the signs and symptoms of alcohol or controlled substance abuse and methods of treatment or intervention for drug or alcohol abuse.

10/26/2011

**16. SEVERABILITY**

In the event that a Court finds that any provision of this policy is void or unenforceable, the remaining provisions shall continue in full force and effect.