



VILLAGE OF BENSENVILLE

Village Board

President

Frank Soto

Trustees

Morris Bartlett

Robert "Bob" Jarecki

Martin O'Connell III

Oronzo Peconio

JoEllen Ridder

Henry Wesseler

Village Clerk

Susan Janowiak

Village Manager

Michael Cassady

Village of Bensenville, Illinois

BOARD OF TRUSTEES

MEETING AGENDA

6:30 P.M. Tuesday, June 12, 2012

Bensenville Village Hall, 12 S. Center Street, Bensenville IL 60106

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. PUBLIC COMMENT (3 minutes per person with a 30 minute meeting limitation)
- V. PRESENTATION OF CERTIFICATES FOR THE COMPLETION OF THE CITIZENS EMERGENCY RESPONSE TRAINING:

Lisa Breiter, Yuri Cynbalisty, John Denna, Denise Gallagher, Karen Ellen James, Christine Jordan, Debbie Koster, Carmen Mirandola, Denise Netzel, Wendy Rebmann, Dave Wold
- VI. APPROVAL OF MINUTES
May 22, 2012 Board of Trustees
- VI. WARRANT – June 12, 2012 12/11 \$1,366,803.88
- VII. **CONSENT AGENDA – CONSIDERATION OF AN “OMNIBUS VOTE”**
 1. *Resolution Approving a Contract for Installation of Security Gates at the Public Works Facility with Cardinal Fence, Inc. of Bensenville in the Not to Exceed Amount of \$23,571*
 2. *Resolution Authorizing an Amendment to Our Existing Contract with First Transit, Inc. to Reflect a Reduction in Cost for the Dial-A-Bus Program in the Amount of \$50,990*
- VIII. **REPORTS OF STANDING COMMITTEES**
 - A. Community and Economic Development Committee – No Report
 - B. Infrastructure and Environment Committee

1. *Resolution Concerning the Determination of the Bensenville Village Board that Change Order Number One with Kamp Synergy, LLC for an Increase of \$24,400 is Required for the SCADA System Implementation for a Revised Contract Cost of \$586,765*

C. Administration, Finance and Legislation Committee – No Report

D. Public Safety Committee

1. *Resolution Approving a Labor-Management Union Contract Agreement Between the Village of Bensenville and Metropolitan Alliance of Police – Bensenville Police Chapter #165 (Patrol) for May 1, 2012 – April 30, 2015*
2. *Resolution Approving a Labor-Management Union Contract Agreement Between the Village of Bensenville and Teamsters Local #700 – Law Enforcement Division (Sergeants) for May 1, 2012 – April 30, 2015*

E. Recreation and Community Building Committee – No Report

F. Technology Committee – No Report

IX. INFORMATION ITEMS

A. PRESIDENT'S REMARKS

B. VILLAGE MANAGER'S REPORT

1. *Resolution Authorizing an Intergovernmental Agreement Between the Village of Bensenville and Bensenville Elementary School District Number 2*

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

XII. EXECUTIVE SESSION

- A. Review of Executive Session Minutes [5 ILCS 120/2 (C)(21)]
- B. Personnel [5 ILCS 120/2(C)(1)]
- C. Collective Bargaining [5 ILCS 120/2 (C)(2)]
- D. Property Acquisition [5 ILCS 120/2(C)(5)]
- E. Litigation [5 ILCS 120/2(C)(11)]

XIII. MATTERS REFERRED FROM EXECUTIVE SESSION

XIV. ADJOURNMENT

TYPE: Presentation **SUBMITTED BY:** Don Schultz **DATE:** 6-12-12

DESCRIPTION: Presentation of CERT Certificate of Course Completion to course participants

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

<input type="checkbox"/>	<i>Financially Sound Village</i>	<input checked="" type="checkbox"/>	<i>Enrich the lives of Residents</i>
<input type="checkbox"/>	<i>Quality Customer Oriented Services</i>	<input type="checkbox"/>	<i>Major Business/Corporate Center</i>
<input checked="" type="checkbox"/>	<i>Safe and Beautiful Village</i>	<input type="checkbox"/>	<i>Vibrant Major Corridors</i>

COMMITTEE ACTION: *N/A*

DATE: *N/A*

On April 16, 2012, eleven people began a Citizens Emergency Response Training (CERT) course offered by the Bensenville Emergency Management Agency (EMA). The purpose of the course is to teach citizen disaster preparedness. The course is 21 hours total over seven Monday nights.

The course is meant to give citizens information and hands on training in areas of disaster preparedness to better equip individuals before and during a disaster event. Course participants and certificate recipients are:

- Lisa Breiter,
- Yuri Cynbalisty,
- John Denna,
- Denise Gallagher,
- Karen Ellen James,
- Christine Jordan,
- Debbie Koster,
- Carmen Mirandola,
- Denise Netzel,
- Wendy Rebmann,
- Dave Wold.

TYPE: Presentation **SUBMITTED BY:** Don Schultz **DATE:** 6-12-12

DESCRIPTION: Presentation of Presidents Volunteer Service Award

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

<input type="checkbox"/>	<i>Financially Sound Village</i>	<input type="checkbox"/>	<i>Enrich the lives of Residents</i>
<input type="checkbox"/>	<i>Quality Customer Oriented Services</i>	<input type="checkbox"/>	<i>Major Business/Corporate Center</i>
<input checked="" type="checkbox"/>	<i>Safe and Beautiful Village</i>	<input type="checkbox"/>	<i>Vibrant Major Corridors</i>

COMMITTEE ACTION: N/A

DATE: N/A

Four EMA volunteers have qualified for three levels of the Presidents Volunteer Service Award for the 2011 calendar year.

Christine Jordan & Debbie Koster received the Bronze Award for volunteer hours up 249. Christine started with EMA July of 2011, Debbie continues year after year to devote many hours to EMA.

Angel Ramirez received the Gold Award for volunteer hours of 500 plus, all while attending High School maintaining excellent grades.

Dan Rosenwinkel receives the Life Time Award for volunteer hours of 4000 plus, beginning his volunteer service with Bensenville in 1981 to present. Dan has responded to numerous calls for police, fire, and mutual aid request to respond as Assistant Coordinator of EMA. Dan has been extremely helpful in the CERT courses, countless hours helping move EMA forward, maintaining equipment, just to name a few areas of his involvement.

Village of Bensenville
Board Room
12 South Center Street
Bensenville, Illinois 60106
Counties of DuPage and Cook

MINUTES OF THE VILLAGE BOARD OF TRUSTEES MEETING

May 22, 2012

CALL TO ORDER: 1. President Soto called the meeting to order at 6:33 p.m.

ROLL CALL: 2. Upon roll call by Village Clerk, Susan Janowiak, the following Board Members were present:

Bartlett, Jarecki, O'Connell, Peconio, Ridder

Absent: Wesseler

A quorum was present.

PUBLIC COMMENT: **Mark Keane – 910 W. Hillside Drive**

Mr. Keane addressed the Village Board regarding a confrontation he had with a Trustee. Mr. Keane expressed his displeasure with the Village Board and members of the Public Works Department.

APPROVAL OF MINUTES:

3. The May 8, 2012 Village Board Meeting minutes were presented.

Motion: Trustee Ridder made a motion to approve the minutes as presented. Trustee O'Connell seconded the motion.

All were in favor. Motion carried.

Trustee Wesseler entered the meeting at 6:37 p.m.

WARRANT NO. 12/10:

4. President Soto presented **Warrant No. 12/10** in the amount of \$3,702,861.41.

Motion: Trustee Ridder made a motion to approve the warrant as presented. Trustee Bartlett seconded the motion.

ROLL CALL: AYES: Bartlett, Jarecki, O'Connell, Peconio, Ridder

NAYS: None

ABSTAINED: Wesseler

Motion carried.

Motion: 5. Trustee Ridder made a motion to set the Consent Agenda as presented. Trustee Bartlett seconded the motion.

All were in favor. Motion carried.

**Ordinance No
22-2012:**

Ordinance Approving an Amended Conditional Use Permit to allow a new freestanding Electronic Message Center Sign for BP Gas Station at 600 W. Irving Park Road, Bensenville, Illinois. (Consent Agenda)

**Ordinance No
23-2012:**

Ordinance Approving an Amended Conditional Use Permit to allow a "Motor Vehicle Wash" Internal to the Existing Building at AmeriFreight Systems, Inc. located at 1160-1200 N. Ellis Street, Bensenville, Illinois. (Consent Agenda)

**Ordinance No
24-2012:**

Ordinance Amending Title 8, Chapter 7, Section 22, "Injuring, Obstructing Water System," to Better Prevent Tampering with Water Meters. (Consent Agenda)

**Ordinance No
25-2012:**

Ordinance Authorizing and Providing the Issuance of General Obligation Refunding Bonds (Alternate Revenue Source) Series 2012A, of the Village of Bensenville. (Consent Agenda)

**Ordinance No
26-2012:**

Ordinance Authorizing and Providing the Issuance of General Obligation Refunding Bonds (Alternate Revenue Source) Series 2012B, of the Village of Bensenville. (Consent Agenda)

**Ordinance No
27-2012:**

Ordinance Authorizing and Providing the Issuance of General Obligation Refunding Bonds (Alternate Revenue Source) Series 2012C, of the Village of Bensenville. (Consent Agenda)

**Ordinance No
28-2012:**

Ordinance Authorizing and Providing the Issuance of General Obligation Refunding Bonds (Alternate Revenue Source) Series 2012D, of the Village of Bensenville. (Consent Agenda)

**Resolution No
R-53-2012:**

Resolution Approving an Intergovernmental Agreement for Police Department Dispatch Services Between the Village of Bensenville, the Village of Addison, and the Village of Bloomingdale. (Consent Agenda)

**Resolution No
R-54-2012:**

Resolution Authorizing the Payment for Police Dispatching Services Rendered from January 1, 2012 to June 30, 2012. (Consent Agenda)

Motion:

Trustee Bartlett made a motion to approve the Consent Agenda as presented. Trustee Jarecki seconded the motion.

ROLL CALL:

AYES: Bartlett, Jarecki, O'Connell, Peconio, Ridder, Wessler

NAYS: None

All were in favor. Motion carried.

**Ordinance No
29-2012:**

6. President Soto gave the summarization of the action contemplated in **Ordinance No. 29-2012 entitled An Ordinance Approving a Conditional Use Permit for Outdoor Storage for VIP Transportation Tow at 155-157 Beeline Drive, Bensenville, Illinois.**

Motion:

Trustee O'Connell made a motion to adopt the ordinance as presented. Trustee Bartlett seconded the motion.

ROLL CALL:

AYES: Bartlett, Jarecki, O'Connell, Peconio, Ridder

NAYS: Wessler

Motion carried.

Resolution No
R-55-2012:

7. President Soto gave the summarization of the action contemplated in **Resolution No. R- 55-2012** entitled **A Resolution Authorizing a Construction Contract Amendment with the Joint Venture of A-Lamp Concrete Contractors, Inc. and John Neri Construction Company, Inc. for the Northern Business District Reconstruction Project to Incorporate Alternate 5 (SSA#9) in the amount of \$7,223,452.**

Motion: Trustee Bartlett made a motion to approve the resolution as presented subject to Village Attorney review and approval. Trustee Peconio seconded the motion.

ROLL CALL: AYES: Bartlett, Jarecki, O'Connell, Peconio, Ridder, Wessler

NAYS: None

All were in favor. Motion carried.

Resolution No
R-56-2012:

8. President Soto gave the summarization of the action contemplated in **Resolution No. R- 56-2012** entitled **A Resolution Authorizing the Extension of a Construction Material Allowance and Buyback/Repayment Agreement in connection with the Northern Business District Redevelopment Project, Alternate 5 (SSA#9) with A-Lamp Concrete Contractor, Inc. and John Neri Construction Company, Inc. – Bensenville Joint Venture.**

Motion: Trustee Peconio made a motion to approve the resolution as presented subject to Village Attorney review and approval. Trustee O'Connell seconded the motion.

ROLL CALL: AYES: Bartlett, Jarecki, O'Connell, Peconio, Ridder, Wessler

NAYS: None

All were in favor. Motion carried.

Resolution No

 :

9. President Soto gave the summarization of the action contemplated in **Resolution No. entitled A Resolution Amending Resolution No. R-73-2011, Approving an Economic Incentive Agreement with BCR Automotive Group, LLC, DBA Roesch Ford in Bensenville, for the Redevelopment of 333 West Grand Avenue and Certain Incentive, Including Sharing of Retailers' Tax Revenues.**

President Soto announced this item has been withdrawn from the Agenda until a future meeting for action.

There were no objections from the Village Board.

**PRESIDENTIAL
REMARKS:**

**Resolution No
R-57-2012:**

10. President Soto gave the summarization of the action contemplated in **Resolution No. R-57-2012 entitled A Resolution Granting the Advice and Consent of the President's Appointment of John Wassinger as a Trustee to the Bensenville Fire Protection District #2.**

Motion:

Trustee O'Connell made a motion to approve the resolution as presented Trustee Ridder seconded the motion.

ROLL CALL:

AYES: Bartlett, Jarecki, O'Connell, Ridder, Wessler

NAYS: Peconio

Motion carried.

President Soto read a proclamation into the record for Robert Hjelmgren.

President Soto announced Music in the Park 2012 will begin June 13, 2012 at 7:30 p.m. and encourages all Residents to attend.

MANAGERS

REPORT: In absence of Village Manager, Michael Cassady, Assistant Village Manager, Dan DiSanto had no report.

Trustee Ridder introduced Robert Molitor, a student from Fenton High School, and Antonio Arias, a student from Addison Trail High School, and stated the two students spent the day completing community service hours and learning about the Government process within the Village of Bensenville.

VILLAGE ATTORNEY'S

REPORT: Village Attorney, Pat Bond, had no report.

UNFINISHED

BUSINESS: There was no unfinished business.

NEW BUSINESS:

Trustee Ridder announced that Officer Dooley will be holding seminars at the Senior living centers in town regarding frauds. Additional information is available on the Village's website.

Trustee Wessler announced the City of Wood Dale is holding their annual Memorial Day Parade on Memorial Day and encourages all Resident to attend.

**EXECUTIVE
SESSION:**

Village Attorney, Pat Bond, stated there was no need for an executive session.

ADJOURNMENT:

Trustee O'Connell made a motion to adjourn the meeting. Trustee Bartlett seconded the motion.

All were in favor. Motion carried.

President Soto adjourned the meeting at 9:02 p.m.

Susan Janowiak
Village Clerk

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville this _____ day, June, 2012

TYPE: Resolution **SUBMITTED BY:** Joe Caracci **DATE:** 05/31/2012

DESCRIPTION: Resolution to approve a contract for installation of Security Gates at the Public Works Facility with Cardinal Fence in the amount of \$23,571

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

<input checked="" type="checkbox"/>	<i>Financially Sound Village</i>	<input checked="" type="checkbox"/>	<i>Enrich the lives of Residents</i>
<input checked="" type="checkbox"/>	<i>Quality Customer Oriented Services</i>	<input type="checkbox"/>	<i>Major Business/Corporate Center</i>
<input checked="" type="checkbox"/>	<i>Safe and Beautiful Village</i>	<input type="checkbox"/>	<i>Vibrant Major Corridors</i>

ASSIGNED COMMITTEE: I&E (unanimous approval)

DATE: 05/22/2012

BACKGROUND: The Public Works Facility contains a significant amount of capital assets within the fence that surrounds the facility. These assets include vehicles, equipment, materials, as well as personnel during the day. The facility also houses our Wastewater Treatment Facility. The protection of this facility is critical. Our current facility is surrounded by chain link fences with manual access gates.

As part of our 2012 budget process, the security of the facility was addressed and a recommendation made to provide a heightened level of security in the form of automatic gates with security access. The facility includes three main gates (east, center, and west).

KEY ISSUES: Proposals were submitted from four fence companies who were asked to provide the necessary repairs and installations of new gates at the three locations, the installation of three new automatic gate openers/closers, installation of appropriate access control systems to track use of the facility by employee/guest, and to provide 100 key FOB gate remotes. The results of the proposals are seen below:

Cardinal Fence & Supply, Inc.	Bensenville, IL	\$18,571
All American Fence	Riverwoods, IL	\$22,920
The Fence Store, Inc.	Melrose Park, IL	\$51,602
Complete Northern Illinois Fence	Cortland, IL	\$39,440

Staff also recommends increasing the cost of the contract by \$5,000 to accommodate repairs to existing fences along the Public Works Facility perimeter.

ALTERNATIVES: Discretion of the Village Board

RECOMMENDATION: Staff recommends award of a contract with Cardinal Fence. The I&E Committee reviewed this Resolution on May 22, 2012 and unanimously recommended approval.

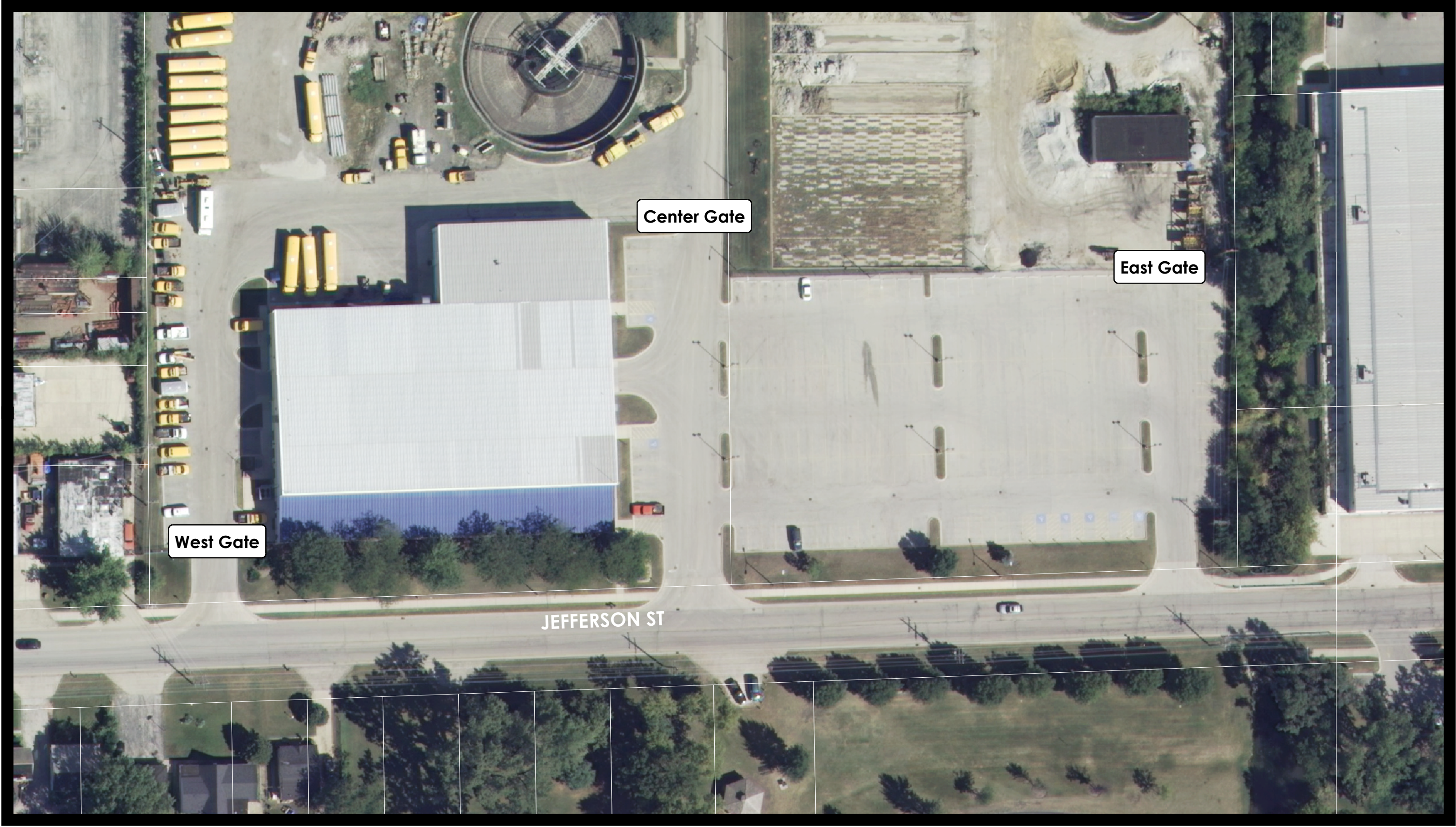
BUDGET IMPACT: \$75,000 was budgeted in the FY2012 budget and the total cost of the proposed project is \$23,571, representing a total budget savings of \$51,429.

ACTION REQUIRED: Approval of a Resolution authorizing the execution of a contract with Cardinal Fence of Bensenville, IL in the amount of \$23,571.



Village of Bensenville

Public Works Security Gates



Center Gate

East Gate

West Gate

JEFFERSON ST



COMMERCIAL • RESIDENTIAL • INDUSTRIAL

www.cardinalfence.us

May 8, 2012

Village of Bensenville
Attn: Vince English

1025 Industrial Road
Bensenville, Illinois 60106
TEL (630) 860-5188
FAX (630) 860-8908

Re: Gate Operator Quotes for Public Works Facility

1. East Gate: Furnish & Install an Osco / Linear slide gate operator model HSLG 111 1 HP 110 VAC with safety photo eyes. Also furnish & install 4 new nylon cantilever gate rollers with covers for both top & bottom rollers. All hi & low voltage to be brought to the operator site by others. Installed Price - **\$3,934.00**
2. Center Gate: Move gate to inside of fence requiring chain link on gate to be moved also. Extend fencing approximately 6' to narrow opening to 24'. Furnish & Install an Osco / Linear slide gate operator model HSLG 111 1 HP 110 VAC with safety photo eyes. All hi & low voltage to be brought to the operator site by others. Installed Price - **\$3,820.00** New 24'x7' Gate - **\$1,693.00**
3. West Gate: This is a bi-parting double cantilever gate. We will install a locking drop rod on the east gate to keep it stationary & secure. We will & install Osco / Linear slide gate operator model HSLG 111 1 HP 110 VAC with safety photo eyes. All hi & low voltage to be brought to the operator site by others. Installed Price - **\$3,994.00**
4. For All Gates - Install a Rosslare Expandable Controller (in building) to be wired for all gates. This unit is wired to your computer for access control information & programming. All wiring from gates to Rosslare Controller by others. Installed Price - **\$1,768.00**
5. Option for all gates- Install a Linear Radio receiver in each operator for Linear Transmitters (push button remotes). Included are 10 remotes in total. Installed price for all 3 gates - **\$1,247.00**. Price for additional transmitters - \$23.50 each including programming of unit. $23.50 \times 90 = 2,115.00$
6. Option for all gates - Install Pure RF Long Range Readers at each operator including a total of 100 vehicle tags to be installed in each vehicle. Installed Price - \$7,249.00

Note - The Osco/Linear operators are for HD high traffic applications. They have a manual disconnect feature in the event of a power outage. Some other brands do not have a manual disconnect & allow the gate to be pushed open in the event of a power outage which presents a security issue.

I have attached to the email catalog sheets on the operators and the Rosslare Controller

Please feel free to contact me with any questions.

Thank You !!

Jeff Hubert

REQ'D

Total Cost:

3,934
3,820
1,693
3,994
1,768
1,247
2,115
<hr/>
\$18,571.00

RESOLUTION NO.

**AUTHORIZING THE APPROVAL OF A CONTRACT FOR
INSTALLATION OF SECURITY GATES AT THE PUBLIC WORKS FACILITY
WITH CARDINAL FENCE & SUPPLY, INC. OF BENSENVILLE
IN THE AMOUNT OF \$23, 571**

WHEREAS the Public Works Facility contains a significant amount of capital assets within the fence that surrounds the facility, and

WHEREAS these assets include vehicles, equipment, materials, as well as personnel during the day, and

WHEREAS the Facility also houses our Wastewater Treatment Facility, and

WHEREAS as part of our 2012 budget process, the security of the facility was addressed and a recommendation made to provide a heightened level of security in the form of automatic gates with access, and

WHEREAS proposals were sought from gate and fence contractors to provide the necessary repairs and system installations to secure our facility and protect our assets, and

WHEREAS Cardinal Fence & Supply, Inc. of Bensenville provided the best proposal for our needs.

BE IT RESOLVED by the President and Board of Trustees of the Village of Bensenville, Counties of DuPage and Cook, Illinois as follows:

THAT the Village Board authorizes the Village Manager to execute the necessary documents associated with this cost reduction with First Transit Inc. of Cincinnati, Ohio.

THAT the Village Board authorizes the Village Manager to execute a purchase order and other associated documents to Cardinal Fence & Supply, Inc. of Bensenville, Illinois to install security gates at the Public Works Facility in the amount of \$23,571.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, _____, 2012.

APPROVED:

Frank Soto
Village President

ATTEST:

Susan Janowiak
Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

TYPE: Resolution **SUBMITTED BY:** Joe Caracci **DATE:** 05/31/2012

DESCRIPTION: Resolution authorizing an amendment to our existing contract with First Transit to reflect a reduction in cost for our 2012 Dial-a-Bus Program in the amount of \$50,990

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

<input checked="" type="checkbox"/>	Financially Sound Village	<input checked="" type="checkbox"/>	Enrich the lives of Residents
<input checked="" type="checkbox"/>	Quality Customer Oriented Services	<input type="checkbox"/>	Major Business/Corporate Center
<input checked="" type="checkbox"/>	Safe and Beautiful Village	<input type="checkbox"/>	Vibrant Major Corridors

ASSIGNED COMMITTEE: I&E (unanimous approval)

DATE: 05/22/2012

BACKGROUND: Staff was directed to perform an analysis of the current Dial-a-bus program in order to determine if another approach to providing the same amount of service was feasible for a lower cost than the current annual rate with service provider First Transit. First Transit has provided Dial-A-Bus transportation services to the Village since 2005. The Village approved the 2012 Program on January 17, 2012 in the amount of \$292,865.

KEY ISSUES: A comparison was performed with the intent to evaluate the differences of using additional Village in-house personnel, utilizing a subsidized taxi service, or using a different bus service contractor, all while providing the same amount of ridership service as the current program. This comparison developed several conclusions, as seen below:

Dial-A-Bus Service Option:

Cost/Description:

Village In-House Personnel (past structure)	\$369,500 (Hiring 4 full time, 3 part time ee's)
Village In-House Personnel (smaller structure)	\$277,300 (Hiring 3 full time, 1 part time ee's)
Taxi Service (303 Taxi Company)	N/A (\$4 per mile, unable to provide sufficient level of disabled ridership)
First Transit (current rate)	\$292,865
MV Transportation (quote)	\$241,882
First Transit (new rate)	\$241,875

At the conclusion of this analysis our current service provider First Transit was contacted to be kept informed on our service analysis and the status of their contract. After being told that another service provider had given the Village a quote for a lower rate at the same service level they requested to lower their rate to \$50.14 per service hour which results in an annual cost of \$241,875. *First Transit has also agreed to honor these prices for the 2013 calendar year.*

ALTERNATIVES: Discretion of the Village Board

RECOMMENDATION: Staff recommends approval of the resolution amending our existing contract to reflect reducing our costs by nearly \$51,000. The I&E Committee considered this Resolution at their May 22, 2012 meeting and unanimously recommended approval.

BUDGET IMPACT: Total reduction of \$50,990, for a revised total contract amount of \$241,875.

ACTION REQUIRED: Approval of a Resolution authorizing an amendment to our existing contract with First Transit, Inc. to reflect a reduction in cost for the 2012 Dial-a-Bus Program in the amount of \$50,990.



825 Estes Avenue
Schaumburg, IL 60193
Tel: 847 891 5980

Proposal

VILLAGE OF BENSENVILLE

First Transit is pleased to submit its response to the Village of Bensenville request for modification of the current Dial-A-Bus contract. The proposal includes pricing for the period beginning June 1, 2012 and ending December 31, 2012.

The proposed pricing may be extended for the period January 1, 2013 through December 31, 2013 by mutual agreement of the parties.

Same program as currently operated with no fuel surcharge.

\$50.14 per hour

Note: All other provisions of this contract will prevail.

Submitted by: First Transit, Inc.

Signed Name: Susan Spry

Printed Name: Susan Spry

Title: Region Vice President

Date: May 29, 2012

Approved by Village of Bensenville

Signed Name: _____

Printed Name: _____

Title: _____

Date: _____

RESOLUTION NO.

**AUTHORIZING AN AMENDMENT TO OUR EXISTING CONTRACT WITH
FIRST TRANSIT, INC. TO REFLECT A REDUCTION IN COST FOR THE 2012
DIAL-A-BUS PROGRAM IN THE AMOUNT OF \$50,990.**

WHEREAS the Village of Bensenville provides a subsidized Dial-a-Bus service to its residents, and

WHEREAS the Village of Bensenville chooses to continue to provide this service for the 2012 calendar year, and

WHEREAS First Transit, Inc. of Cincinnati, Ohio has provided this service for the Village of Bensenville since 2005, and

WHEREAS the Village formally extended a contract with First Transit for the 2012 Program in the amount of \$292,866 on January 17, 2012, and

WHEREAS the Village conducted an internal analysis of different options for continuing a subsidized bus program, and

WHEREAS the Village decided that the current program provides the best financial and service benefits to our residents, and

WHEREAS First Transit was asked to re-evaluate their costs and provide an updated cost to the Village, and

WHEREAS First Transit submitted a cost that reduced their annual costs by \$50,990 was considered in the best interest of the Village.

BE IT RESOLVED by the President and Board of Trustees of the Village of Bensenville, Counties of DuPage and Cook, Illinois as follows:

THAT the Village Board authorizes the Village Manager to execute the necessary documents associated with this cost reduction with First Transit Inc. of Cincinnati, Ohio.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, _____, 2012.

APPROVED:

Frank Soto
Village President

ATTEST:

Susan Janowiak
Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

TYPE: Resolution **SUBMITTED BY:** Joe Caracci **DATE:** 05/31/2012

DESCRIPTION: Consider a Resolution Authorizing Approval of Change Order No. 1 for the SCADA System Implementation contract with Kamp Synergy in the amount of \$24,400 for the installation of three chlorine analyzers.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

<input checked="" type="checkbox"/>	<i>Financially Sound Village</i>	<input checked="" type="checkbox"/>	<i>Enrich the lives of Residents</i>
<input checked="" type="checkbox"/>	<i>Quality Customer Oriented Services</i>	<input type="checkbox"/>	<i>Major Business/Corporate Center</i>
<input checked="" type="checkbox"/>	<i>Safe and Beautiful Village</i>	<input type="checkbox"/>	<i>Vibrant Major Corridors</i>

ASSIGNED COMMITTEE: **I&E** (*unanimous approval of lesser cost*) **DATE:** **05/22/2012**

BACKGROUND: The Village has been in the process of installing and implementing SCADA since July of last year. SCADA stands for Supervisory Control and Data Acquisition. A SCADA system is comprised of both hardware and software that monitors and controls systems. The system, designed correctly, will allow us to monitor just about any measurable data and give us a real-time snapshot of our water and wastewater systems. Pre-determined alerts can be set to notify us should any component of our systems be malfunctioning, out of specification, or approaching an emergency state. Basically, SCADA becomes the “central nervous system” of our water distribution and wastewater operations.

KEY ISSUES: One of the goals of SCADA was to drastically reduce or eliminate the reliance of staff to perform daily activities. One such task includes daily requirements to analyze and test chlorine levels in our water. While not included in the original SCADA budget, automated chlorine analyzers can be installed to continuously monitor our levels and adjust according to IEPA specifications. The installation of these analyzers at our three pumping/storage facilities will eliminate the need to manually check them each day. These analyzers will automatically monitor and test the chlorine levels at more frequent intervals (every 5 minutes) versus the once a day checks we currently perform manually.

The installation of the chlorine analyzers is one of the last steps to eliminating the need for weekend scheduling of personnel. We anticipate being able to reduce the Saturday/Sunday 4 hour shifts to 2 hours upon implementation and training. We also can reduce the time spent at our facilities each day in half with the installation of SCADA and the chlorine analyzers.

UPDATE: Since the May 22, 2012 I&E Meeting, our SCADA contractor Kamp Synergy has provided a revised proposal for an upgraded chlorine analyzer system that will eliminate the need to annually purchase and monthly change out reagents for the analyzers. The new system will cost an additional \$3,500. The proposed change order will include the three (3) chlorine analyzers, installation, programming, and training. We expect the reduction in weekend overtime equates to \$10,000 per year, which provides a 2.5 year return on investment.

ALTERNATIVES: Discretion of the Village Board

RECOMMENDATION: Staff recommends approval of Change Order No. 1 in the amount of \$24,400. This represents a \$3,500 increase over what the I&E Committee unanimously approved on May 22, 2012 due to the upgraded system we recommend purchasing.

BUDGET IMPACT: Total change order cost of \$24,400 for a revised SCADA system cost of \$586,765. We have sufficient up front funds available in the Capital – Utilities Account.

ACTION REQUIRED: A motion to approve a Resolution authorizing the approval of Change Order No. 1 to the Kamp Synergy, LLC in the amount of \$24,400 for a revised contract cost of \$586,765 associated with the SCADA System Implementation.



Kamp / Synergy, LLC

9434 N. 107th Street
Milwaukee, Wisconsin 53224
Tel: 414-354-6700
Fax: 414-354-6701

May 29, 2012

Village of Bensenville
12 S. Center Street
Bensenville, IL 60106

Attn: Ron Jaski

Re: SCADA System Chlorine Analyzers

Hi Ron-

The cost to provide the three Swan Analytical AMI Trides chlorine analyzers for the Church reservoir, Foster pump station, and the Belmont tower/well and incorporating them into the SCADA System would be \$24,400.00. This includes:

- (3) Swan AMI Trides for monitoring free chlorine residual mounted on fiberglass backplate
- Installation-Note: I will assume that you will provide supply the water tap and valve and that there will be a drain nearby. They recommend plastic tubing since copper can degrade the signal.
- Includes electrical install,
- Includes software to add these to the local touchscreen displays and SCADA computer.
- Michelle at Midwest Water Group will do the startup and training as part of this.

Please Note:

1. They recommend that the calibration be adjusted to manual tests taken from the grab sample every 3-4 months. Adjustment is made on the keypad.
2. The only other maintenance is cleaning as needed (one to two years-Michelle said she will do this for free since it is easy)
3. The sensing electrode is recommended to be replaced every 3-4 years and costs about \$250.00 each.

Please call me if you have any questions regarding this quote or have other thoughts.

Sincerely,

Kamp Synergy LLC

A handwritten signature in cursive script that reads "William L. Treloar". The ink is dark and the signature is fluid, with a prominent loop at the end of the last name.

William L. Treloar, PE

RESOLUTION NO. _____

**A RESOLUTION CONCERNING THE DETERMINATION OF
THE BENSENVILLE VILLAGE BOARD THAT CHANGE ORDER
NUMBER ONE WITH KAMP SYNERGY, LLC
FOR AN INCREASE OF \$24,400 IS REQUIRED FOR THE
SCADA SYSTEM IMPLEMENTATION
FOR A REVISED CONTRACT COST OF \$586,765**

WHEREAS, Chapter 720, Section 5/33-E-9 of the Illinois Compiled Statutes 2002 requires change orders on public contracts involving total cumulative changes of more than Ten Thousand Dollars (\$10,000) in value or a cumulative total of thirty (30) days in time to be made by written determination; and

WHEREAS, it has been determined that it would be beneficial to the Village to revise original contract quantities to match actual as-constructed amounts, to compensate the contractor for additional work performed as directed and approved by the project engineer and Village staff, and to deduct monies for various violations and Village costs;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BENSENVILLE, DUPAGE COUNTY, ILLINOIS, as follows:

SECTION ONE: The Corporate Authorities of the Village make the written determination that the circumstances necessitating the change were not within the contemplation of the contract as signed and that this change order is in the best interest of the Village.

SECTION TWO: The change order which this determination involves relates to the following contract: SCADA System Implementation , Kamp Synergy, LLC. The nature of Change Order Number One and the amount of change is as follows – Install three (3) Swan Analytical AMI Trides chlorine analyzers, program SCADA, and train staff. The above changes resulted in a net cost increase of twenty-four thousand four hundred dollars (\$24,400), for a revised contract price of five hundred eighty-six thousand seven hundred sixty-five dollars (\$586,765) with no extension in time.

SECTION THREE: This Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED by the President and Board of Trustees of the Village of
Bensenville, Illinois, _____, 2012.

APPROVED:

Frank Soto
Village President

ATTEST:

Susan Janowiak
Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

TYPE: Resolution

SUBMITTED BY: Dan Di Santo

DATE: June 7, 2012

DESCRIPTION: Resolution Authorizing Execution of a Labor-Management Union Contract Agreement Between the Village of Bensenville and Metropolitan Alliance of Police – Bensenville Chapter #165 (Patrol) for May 1, 2012 – April 30, 2015.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

<input checked="" type="checkbox"/>	<i>Financially Sound Village</i>	<input type="checkbox"/>	<i>Enrich the lives of Residents</i>
<input type="checkbox"/>	<i>Quality Customer Oriented Services</i>	<input type="checkbox"/>	<i>Major Business/Corporate Center</i>
<input checked="" type="checkbox"/>	<i>Safe and Beautiful Village</i>	<input type="checkbox"/>	<i>Vibrant Major Corridors</i>

COMMITTEE ACTION: N/A

DATE: N/A

BACKGROUND:

Police Patrol (26 positions) in the Village of Bensenville are represented by Metropolitan Alliance of Police – Bensenville Chapter #165. The Patrol Division labor contract expired on April 30, 2012. The Village and the Patrol Division conducted negotiations earlier this year which culminated in an agreement of terms and an updated contract for May 1, 2012 – April 30, 2015.

KEY ISSUES:

The agreed upon contract is attached. Key components of the contract are as follows:

- Wage increases of 3% in 2012, 3% in 2013 and 3% in 2014;
- Increase uniform allowance for non-uniformed personnel from \$700 to \$800;
- Increase court standby pay from 1.5 hours straight time to 2 hours over time; and
- Increase the grade required for tuition reimbursement from a 'C' to a 'B' and increase the amount of time an officer must remain with the Village from 1 year to 2 years or the reimbursement must be paid back.

The resulting contract is fair and reasonable to both sides and achieves the Village's goal of having the Patrol Unit at the midpoint of the wage scale of our comparable communities.

ALTERNATIVES:

- Approve the Resolution
- Deny the Resolution
- Discretion of the Board

RECOMMENDATION:

Staff recommends approval of the Resolution.

BUDGET IMPACT:

The following table represents the total cost of wages in the full term of the contract:

	2011-2012 (current)	2012-2013	2013-2014	2014-2015
Cost	\$1,861,798	\$1,951,067	\$2,026,845	\$2,117,637

ACTION REQUIRED:

Pass the Resolution Authorizing Execution of a Labor-Management Union Contract Agreement Between the Village of Bensenville and Metropolitan Alliance of Police – Bensenville Chapter #165 (Patrol) for May 1, 2012 – April 30, 2015.

VILLAGE OF BENSENVILLE

AND

**METROPOLITAN ALLIANCE OF POLICE
BENSENVILLE POLICE CHAPTER #165**

EFFECTIVE

MAY 1, 2012 THROUGH APRIL 30, 2015

INDEX

ARTICLE I PREAMBLE AND RECOGNITION	1
Section 1.1 Preamble and Recognition	1
Section 1.2 Fair Representation	1
ARTICLE II HOURS OF WORK AND OVERTIME.....	2
Section 2.1 Application of Article	2
Section 2.2 Normal Work Period and Work Cycle.....	2
Section 2.3 Call-Back Pay	2
Section 2.4 Overtime	2
Section 2.5 Required Overtime.....	3
Section 2.6 Compensatory Time.....	3
Section 2.7 Court Time.....	3
Section 2.8 Court Standby Pay	3
Section 2.9 No Pyramiding.....	4
ARTICLE III SENIORITY.....	5
Section 3.1 Seniority Definition	5
Section 3.2 Probationary Period - New Employees.....	5
Section 3.3 Application of Seniority.....	5
Section 3.4 Termination of Seniority.....	5
Section 3.5 Reinstatement of Seniority.....	6
ARTICLE IV SICK LEAVE	7
Section 4.1 Notification	7
Section 4.2 Medical Examination	7
Section 4.3 Purpose.....	7
Section 4.4 Allowance	7
Section 4.5 Days Earned in Accumulation	7
Section 4.6 Rate of Payment.....	7
Section 4.7 Sick Leave Utilization.....	8
Section 4.8 Sick Leave Buyback	8
Section 4.9 Sick Leave and Retirement	8
Section 4.10 Sick Leave Accrual and Carryover	8
ARTICLE V ADDITIONAL LEAVES OF ABSENCE	9
Section 5.1 Military Leave.....	9
Section 5.2 Bereavement Leave.....	9
Section 5.3 Leave for Illness or Injury.....	9
Section 5.4 Benefits While On Leave.....	9
Section 5.5 Non-Employment Elsewhere	10
Section 5.6 Family and Medical Leave Act.....	10
ARTICLE VI VACATIONS	11
Section 6.1 Eligibility and Allowances.....	11
Section 6.2 Vacation Pay	11

Section 6.3	Scheduling and Accrual	11
Section 6.4	Cancellation of Vacation.....	11
Section 6.5	Vacation Rights in Case of Layoff or Separation	12
ARTICLE VII HOLIDAYS.....		13
Section 7.1	Holidays and Holiday Pay	13
Section 7.2	Eligibility Requirements	13
Section 7.3	Compensations for Working Holidays.....	13
ARTICLE VIII INSURANCE.....		14
Section 8.1	Insurance Coverage.....	14
Section 8.2	Cost	14
Section 8.3	Cost Containment.....	14
Section 8.4	Life Insurance	14
Section 8.5	Right to Change Insurance Carriers.....	14
Section 8.6	Dental Insurance	14
Section 8.7	Terms of Insurance Policies to Govern.....	15
Section 8.8	Retirees' Health Insurance	15
ARTICLE IX GRIEVANCE PROCEDURE.....		15
Section 9.1	Definition	15
Section 9.2	Procedure	15
Section 9.3	Grievance Arbitration	16
Section 9.4	Limitations on Authority of Arbitrator	17
Section 9.5	Time Limits.....	17
ARTICLE X GENERAL PROVISIONS.....		18
Section 10.1	Outside Employment	18
Section 10.2	Application of Agreement to MEG Unit and Other Special Assignment Employees	18
Section 10.3	Fitness Examinations	18
Section 10.4	Bulletin Board.....	19
Section 10.5	Solicitation Language	19
Section 10.6	Residency	19
Section 10.7	Part-time Officers.....	19
Section 10.8	Posting.....	19
ARTICLE XI WAGES		20
Section 11.1	Wages.....	20
Section 11.2	Performance	20
Section 11.3	Experience Credit.....	20
Section 11.4	Seniority Credit.....	20
Section 11.5	Acting Shift Commander	20
Section 11.6	Field Training Officer	21
ARTICLE XII UNIFORM ALLOWANCE		22
Section 12.1	Uniform Allowance	22

Section 12.2 Body Armor	22
ARTICLE XIII EDUCATIONAL REIMBURSEMENT	23
Section 13.1 Job Related Training and Education Program	23
ARTICLE XIV DRUG TESTING.....	24
Section 14.1 Drug Testing	24
Section 14.2 Breath Alcohol Test to be Conducted	26
Section 14.3 Violation of Drug/Alcohol Policy.....	26
Section 14.4 Requests for Assistance	26
ARTICLE XV NO STRIKE - NO LOCKOUT	27
Section 15.1 No Strike	27
Section 15.2 No Lockout	27
Section 15.3 Chapter Official Responsibility	27
Section 15.4 Judicial Restraint.....	27
ARTICLE XVI MANAGEMENT RIGHTS	28
ARTICLE XVII SAVINGS CLAUSE	29
ARTICLE XVIII ENTIRE AGREEMENT	30
ARTICLE XIX TERMINATION.....	31
APPENDIX A WAGE SCHEDULE	32
APPENDIX B UNIFORM LIST	33
APPENDIX C BENSENVILLE POLICE DEPARTMENT SENIORITY LIST.....	34
APPENDIX D VEST REPLACEMENT LIST	35

ARTICLE I
PREAMBLE AND RECOGNITION

Section 1.1 **Preamble and Recognition**

It is recognized that the interests of providing quality Police protection for the Village of Bensenville will best be served by establishing procedures to provide an orderly method for the Village Board and representatives of the patrolmen employed by the Bensenville Police Department to discuss and resolve matters of salary, economic fringe benefits, and related working conditions. The Village of Bensenville ("Village") therefore recognizes the Metropolitan Alliance of Police Bensenville Police Chapter #165 ("the Chapter") as the sole and exclusive bargaining representative for all sworn full-time peace officers in the rank of Patrolman, excluding all other employees, including, but not limited to, all sworn peace officers above the rank of Patrolman, any employee holding the position of Police Chief, all part-time or temporary employees, any employees excluded from the definition of "peace officer" as defined in subsection 1603(k) of the Illinois Public Labor Relations Act (as it existed on January 1, 1991), all civilian employees, all non-Police Department employees, and all other managerial, supervisory, confidential, professional, and short-term employees as defined by the Act (as it existed on January 1, 1991). The Chapter shall be the sole and exclusive bargaining agent for all full-time sworn peace officers as described herein, regardless of whether assigned to public safety duties, or designated as Public Safety Officer/Police Officer (hereinafter "officer"). This Agreement is made by and between the Village and the Metropolitan Alliance of Police Bensenville Police Chapter #165 for and on behalf of all full-time sworn patrol officers employed by the Village and sets forth the parties' complete agreement on wages and other terms and conditions of employment upon execution of this Agreement through April 30, 2012.

Section 1.2 **Fair Representation**

The Chapter recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Chapter. The Chapter further agrees to indemnify and hold harmless the Village from any and all liability, including monetary damages and attorneys' fees, resulting from any failure on the part of the Chapter to fulfill its duty of fair representation.

ARTICLE II

HOURS OF WORK AND OVERTIME

Section 2.1 Application of Article

Nothing in this Article or Agreement shall be construed as a guarantee of hours of work per shift, per week, per work cycle, or any other period.

Section 2.2 Normal Work Period and Work Cycle

The current normal work day for all employees shall be eight (8) hours unless otherwise established by the Village in accordance with this Section. The normal work day will be extended or reduced by one (1) hour in the event of seasonal time changes.

The Village shall establish the work schedules for employees which may be changed from time to time by the Village subject to the operational needs of the Police Department. Normal shift schedules shall be based upon a twenty-eight (28) day departmental work cycle. Should it be necessary for the operational needs of the Police Department to alter the normal work day or the normal work cycle or to change the shift schedule of an employee or employees, the Village shall give at least twenty-four (24) hours notice where practicable to the individuals directly effected by any such change.

Section 2.3 Call-Back Pay

An employee called back to work after having left work shall receive a minimum of two (2) hours work at overtime rates, unless the time extends to his regular work shift or unless the individual is called back to rectify his own error which needs to be corrected before the officer's next regularly scheduled shift.

Section 2.4 Overtime

Each officer covered by this Agreement shall be paid at one and one-half (1 ½) times their straight time hourly rate of pay for all hours worked in excess of one hundred sixty (160) hours in the employee's twenty-eight (28) day work cycle. Overtime pay shall be received in fifteen (15) minute segments as provided for by the Fair Labor Standards Act. For any employee to be eligible for overtime pay, the additional time worked must be authorized in advance by the Police Chief or his designee. Paid time off will not count as hours worked for purposes of overtime eligibility with the following exceptions:

- (a) An eligible employee's use of approved vacation;
- (b) Paid sick leave;
- (c) Personal leave;
- (d) Compensatory time; and
- (e) Observance of a paid holiday.

All overtime shall be paid on the basis of a regular straight time hourly rate calculated by dividing the employee's annual salary by 2,080.

Section 2.5 Required Overtime

The Chief of Police or his designee shall have the right to require overtime work and employees may not refuse overtime assignments. In non-emergency situations the Chief of Police or his designee, as a general rule, shall take reasonable steps to obtain volunteers for overtime assignments before assigning required overtime work. However, volunteers will not necessarily be selected for work in progress. Also, specific employees may be selected for special assignments based upon specific skills, ability and experience they may possess. The Chief or his designee will endeavor to equalize overtime opportunities among Patrolman who share the same general duties and work schedule each calendar year. If a Patrolman demonstrates that he has not been offered his fair share of overtime opportunities, he shall be given first preference for overtime in the future until this balance is corrected. Unless circumstances require otherwise, as a general rule, the Chief of Police, or his designee, shall take reasonable steps to fill overtime slots normally worked by patrolmen with patrolmen.

Section 2.6 Compensatory Time

Sworn Personnel may accrue comp time up to forty (40) hours in a fiscal year. This shall be a rolling total which may be used and replenished in accordance with Police Department Policy each year but shall not exceed a total of forty (40) hours at any one time. If the employee's accrued comp time would cause the bank to exceed forty (40) hours, the overtime would be paid in cash.

Compensatory time shall be taken at such times and in such time blocks as are established or agreed to by the Chief of Police or his designee. This scheduling of compensatory time off is subject to the operating needs of the department, and will not be granted where it will require another employee to be called back at overtime rates or where it would leave the department with insufficient manpower on duty. Subject to the foregoing, permission to use compensatory time shall not be unreasonably denied.

Section 2.7 Court Time

Employees who would otherwise be off-duty shall be paid at the overtime rate of time and one-half (1½) their regular straight-time hourly rate of pay for all hours worked when appearing in court on behalf of the Village in the capacity of a commissioned officer or when working with a prosecuting attorney to prepare for an off-duty court appearance; off-duty lunch periods shall not be counted toward hours worked. Employees will be paid overtime rates for a minimum of two (2) hours for all off-duty court time worked outside regularly scheduled hours in a single day or actual time spent, whichever is greater, unless the time extends to his regular work shift.

Section 2.8 Court Standby Pay

Sworn personnel, required by notice or order of the Police Department, shall receive 2 hours pay at the overtime rate, if off duty, for court standby. If the officer goes to court, then Section 2.7 shall control his rate of pay and this section shall not be applicable.

Section 2.9 No Pyramiding

Compensation shall not be paid (nor compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

ARTICLE III **SENIORITY**

Section 3.1 Seniority Definition

For purposes of this Agreement, seniority shall be defined as an employee's length of continuous full-time service with the Village, excluding temporary service, since his last date of hire, as set forth in APPENDIX C, attached, less any deductions due to layoff, leave of absence(s) without pay or other non-paid breaks in service. Time spent on military leaves of absence, and time lost due to duty related disability shall be included, up to one (1) year.

If more than one person is hired on the same day, seniority preference will be established by final eligibility test score as posted on the official eligibility list by the Fire and Police Commission.

Section 3.2 Probationary Period - New Employees

All new employees and those hired after loss of seniority shall be considered probationary until they have completed a probationary period of twenty-four (24) months of work. Time absent from duty that is not credited for seniority purposes shall not apply toward satisfaction of the probationary period. During an employee's probationary period, the employee may be suspended, laid off or terminated in accordance with procedures established by the Board of Fire and Police Commission, without cause at the sole discretion of the Village. Such probationary employee shall have no recourse to the grievance procedure or to the Board of Fire and Police Commissioners to contest such a suspension, layoff or termination.

Section 3.3 Application of Seniority

Seniority shall be relied upon in selecting vacations, selecting floating holidays and selecting compensatory days off. The Employer, within its discretion, shall consider seniority as a factor in considering applicants for job vacancies and approval for educational reimbursement.

Section 3.4 Termination of Seniority

Seniority and the employment relationship shall be terminated subject to the appropriate procedures of the Board of Fire and Police Commissioners, when an employee:

- (a) quits;
- (b) retires or is retired;
- (c) is discharged;
- (d) falsifies the reason for a leave of absence;
- (e) fails to report with or without prior notice for work for two (2) consecutive working days;
- (f) fails to report to work at the conclusion of an authorized leave of absence;

- (g) is laid off and fails to report for work within seven (7) calendar days after having been recalled;
- (h) is laid off or otherwise has not performed bargaining unit work for the Village for a period in excess of twenty-four (24) months, unless otherwise mutually agreed.

Section 3.5 Reinstatement of Seniority

A Police Officer shall not accumulate seniority rights upon separation from the services due to dismissal, suspension time in excess of 15 continuous days, layoff or retirement. Full seniority rights shall be reinstated under the following condition; A Police Officer retires due to disability and is later certified by the Police Pension Board to be capable of resuming his duties and is returned to work by the Police Chief.

ARTICLE IV **SICK LEAVE**

Section 4.1 **Notification**

Notification of absence due to sickness shall be given to the Police Communication Center as soon as possible on the first day of such absence, but no later than one hour before the start of the employee's work shift. Failure to properly report an illness shall be considered as absence without pay and may subject the employee to discipline, as well.

Section 4.2 **Medical Examination**

The Village may require a doctor's slip attesting to an illness immediately upon the employee's return from such leave. The Village may, where there is reason to suspect abuse or for an absence of three (3) consecutive scheduled work days or more, require an employee seeking to utilize sick leave to submit a doctor's certification of the illness and/or to submit at any time during such leave to an examination by a doctor or nurse designated by the Village. Examinations administered by a physician or nurse selected by the Village shall be paid for by the Village to the extent not covered by insurance.

Section 4.3 **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. Unfortunately, sick leave abuse sometimes occurs. The parties agree that sick leave abuse is a very serious offense which may result in discipline (up to and including termination).

Section 4.4 **Allowance**

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

Section 4.5 **Days Earned in Accumulation**

Employees shall be allowed one (1) day of sick leave for each month of service. Sick leave shall be earned by an employee for any month in which the employee is compensated for more than eighty (80) hours of work. Sick leave cannot be taken before it is actually earned.

Section 4.6 **Rate of Payment**

Employees shall be paid eight (8) hours at their regular, straight-time hourly rate of pay for each single day of sick leave properly utilized.

Section 4.7 Sick Leave Utilization

Sick leave shall be used in no less an increment than one-half (½) day.

The Village Manager may allow accrued vacation time to be applied toward a continuing absence due to serious and prolonged illness after an employee has used all of his available sick leave.

The Police Chief may approve an employee's absence for personal reasons unrelated to illness as sick leave to be applied against accrued sick leave days, but in no event more than two (2) such days in each calendar year.

Section 4.8 Sick Leave Buyback

An employee who has accumulated more than thirty-six (36) sick leave days may be paid, upon written request, for any sick leave days in excess of thirty-six (36), at a rate equal to one-half of the employee's regular daily wage rate at the time the request is made. Requested payment for accumulated sick leave days shall be made in the first pay period in the December following the request.

Section 4.9 Sick Leave and Retirement

Upon retirement or resignation after five (5) years of employment, an employee shall receive full pay for the first thirty-six (36) days of accumulated sick leave, and one-half pay for any additional accumulated sick leave days, up to a maximum of sixty (60) sick leave days, provided the employee gives at least two (2) weeks notice in the event of retirement or resignation.

Section 4.10 Sick Leave Accrual and Carryover

An employee may accumulate up to sixty (60) sick leave days, and carry said days over from year to year.

ARTICLE V

ADDITIONAL LEAVES OF ABSENCE

Section 5.1 Military Leave

Military leave shall be granted in accordance with applicable law.

Section 5.2 Bereavement Leave

In the event of death of an immediate family (defined as the employee's legal spouse, children, stepchildren, adopted children, parents, parents of spouse and stepparents, brothers and sisters of employee and spouse or grandparents and grandchildren of employee and spouse) an employee shall be granted up to three (3) consecutive workdays as bereavement leave. Leave beyond such three (3) days may, upon approval of the Village Manager or his designee, be taken if charged to the employee's sick leave or vacation leave accrual amount, if any.

Section 5.3 Leave for Illness or Injury

- (a) In the event an employee is unable to work by reason of illness or injury, and after the employee has exhausted all accrued sick leave and vacation, the Village may grant a leave of absence without pay for up to one (1) year. During such a leave, seniority shall not accrue for so long as the employee is unable to work, except that for a work related injury compensable under workers' compensation, an employee shall accrue seniority pursuant to statute.
- (b) To qualify for such leave, the employee must report the illness or injury as soon as the illness or injury is known, and thereafter furnish to the Village Manager or his designee a physician's written statement showing the nature of the illness or injury and the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, unless bedridden, the employee shall personally appear at the Employer's premises and furnish a current report from the attending doctor at the end of every twenty-one (21) calendar days.
- (c) Before returning from leave of absence for injury or illness, or during such leave, the employee at the discretion of the Village may be required to have a physical examination by a doctor designated and paid for by the Village to determine the employee's capacity to perform work assigned. An unpaid leave of absence for illness or non-job related injury will under no circumstances be granted until an employee's entire accrued sick leave and vacation leave is first exhausted.

Section 5.4 Benefits While On Leave

- (a) Unless otherwise stated in this Article, an employee returning from leave will have his seniority continued after the period of the leave. Upon return, the Village will place the employee in his or her previous assignment.

- (b) 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 pursuant to statute, he shall go directly on layoff.
- (c) During an approved unpaid leave of absence of more than ninety (90) calendar days or during a layoff under this Agreement, the employee shall be entitled to coverage under applicable group health and life insurance plans to the extent permitted under such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the Village.

Section 5.5 Non-Employment Elsewhere

Employees, while on leave, shall not accept employment elsewhere without express written approval of the Police Chief.

Section 5.6 Family and Medical Leave Act

The parties agree that Village will abide by the Family and Medical Leave Act of 1993. The Village reserves the right to require employees to use accrued leave as stated in the Act. Nothing in this Section shall limit the Village's ability to provide benefits in excess of what is required by the Act.

ARTICLE VI **VACATIONS**

Section 6.1 **Eligibility and Allowances**

Full-time employees shall be eligible for paid vacation time after the completion of one year of service with the Employer. Vacation allowances shall be accrued each anniversary year, based on the following schedule:

<u>Length of Continuous Service</u>	<u>Working Days Vacation Per Year</u>
After completion of one (1) year	10 working days
After completion of five (5) years	15 working days
After completion of fifteen (15) years	20 working days
After completion of twenty-five (25) years	25 working days

The term "working days" as used in this vacation schedule shall mean a full-time employee's regular working day, not to exceed eight (8) hours. Ordinarily, vacation time taken during a given anniversary year shall be the vacation allowance earned during the preceding anniversary year. Exceptions to this policy may be granted in writing by the Village Manager.

Full-time employees shall earn vacation allowances for any month in which they receive compensation for more than one hundred twenty (120) hours of work.

Section 6.2 **Vacation Pay**

The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation. Employees who submit a written request at least fifteen (15) days in advance of the start of their vacation will receive, on the last day of work prior to the start of their vacation, their next regularly scheduled paycheck which would normally be paid on a day falling within their scheduled vacation; this provision shall not apply, however, to vacations of less than five (5) consecutive workdays.

Section 6.3 **Scheduling and Accrual**

Employees shall be awarded vacation time by the Village in accordance with its service needs and the employee's seniority, pursuant to Department policy.

Section 6.4 **Cancellation of Vacation**

Should an emergency arise at the time of vacations, any or all employee vacations may be canceled provided that the employees' services are needed.

Section 6.5 Vacation Rights in Case of Layoff or Separation

Any employee who is laid off for more than five (5) working days, or who retires or voluntarily quits prior to taking his vacation, shall be compensated in cash for the unused vacation he has properly accumulated but not used at the time of separation, provided the employee gives at least two (2) weeks' notice in the event of retirement or resignation. Payment shall be made within thirty (30) days of separation from active employment.

ARTICLE VII

HOLIDAYS

Section 7.1 Holidays and Holiday Pay

The following are paid holidays for eligible employees:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve (½ day)
Christmas Day
New Year's Eve (½ day)

All officers covered by this Agreement shall be paid eight (8) hours of that officer's regular straight time pay for each of the above listed holidays, whether they work said holidays or not. As of January 1, 2011, all officers assigned to the patrol division may choose to use up to four (4) of the above listed holidays as floating holidays as time off with the approval of the Chief instead of receiving the eight (8) hours of that officer's regular straight time pay for the holiday per year. The floating holidays must be used before the end of the year. The officer requesting to use the holiday for the day off must submit for the holiday with a floating holiday form in the month of December of the preceding year and at least two weeks prior to the January 1st holiday otherwise he or she will be paid for the holiday. In the event that an employee is paid for the floating holiday(s) before the actual holiday has occurred and the employee is terminated or goes on paid leave that is expected to extend to the end of the year, the Village will deduct the amount from the employee's final check.

Additionally, effective May 1, 2010 with the approval of the Police Chief, employees may choose three (3) floating holidays per year. New employees hired after July 1, and before October 1, shall receive one (1) floating holiday in the year of hire. The three (3) floating holidays shall accrue at the start of the calendar year.

In addition, for calendar year 2010 only, Officers who have reached the top of their pay scale (Step 7) as of May 1, 2010, shall receive one (1) extra floating holiday in 2010.

Section 7.2 Eligibility Requirements

Employees on unpaid leave of absence, including Workers' Compensation, on the days before and after a holiday, shall not be eligible for holiday pay.

Section 7.3 Compensations for Working Holidays

All Officers covered by this Agreement who are assigned to work on one (1) of the above listed holidays shall receive that officers' regular hourly straight rate of pay for the shift assigned in addition to the holiday pay as defined in Section 7.1. Overtime worked on a holiday shall be treated as per Section 2.4 of this Agreement.

ARTICLE VIII **INSURANCE**

Section 8.1 Insurance Coverage

The Village shall continue to make available to full-time employees and their dependents group health and hospitalization insurance coverage and benefits. Further, the Village shall offer full-time employees the option of coverage under a Health Maintenance Organization (HMO) selected by the Village which offers substantially similar health and hospitalization coverage and benefits as provided under the group insurance plan. The deductible for the Village's indemnity plan will be \$300 for single coverage and \$600 for family coverage. The maximum out of pocket will be \$1250 for single and \$2500 for family coverage.

Section 8.2 Cost

The Village will pay eighty-five percent (85%) of the cost of premiums for full-time employees' individual health and hospitalization insurance. The Village will pay eighty-five percent (85%) of the cost of the premiums for full-time employees dependent group health and hospitalization insurance. The aforementioned contribution is based upon the health option selected by the officer.

Section 8.3 Cost Containment

The Village reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially similar. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, preferred provider option, and mandatory out-patient elective surgery for certain designated surgical procedures. Employees will be given advance notice of any such cost containment measures before they are instituted.

Section 8.4 Life Insurance

The Village shall provide full-time employees, at no cost to the employee, life insurance coverage equal to twice the employee's annual base salary.

Section 8.5 Right to Change Insurance Carriers

The Village retains the right to select and change insurance carriers for employee insurance or otherwise provide for coverage as long as the level of benefits remains relatively equal. Before making any changes in deductibles, co-payments or any changes in benefits beyond the limitation set forth above, the Village must first negotiate with the Chapter.

Section 8.6 Dental Insurance

The Village shall make available to full-time employees and their dependents dental insurance coverage. The Village will pay 100% of the cost of premium for full-time employees individual dental premium. Employees electing family dental coverage will pay 100% of the

premium above the individual rate. The Village retains the right to select and change insurance carriers and institute cost containment measures, so long as the basic level of insurance benefits remains substantially similar. Employees will be given advanced notice of any such cost containment measures before they are instituted.

Section 8.7 Terms of Insurance Policies to Govern

The extent of coverage under the insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies. Any questions or disputes concerning said insurance policies or benefits thereunder 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 employee.

Section 8.8 Retirees' Health Insurance

The parties agree to meet to discuss the possible creation of a retiree's health insurance benefit. Said meeting is to take place involving representatives of both the Village and the Chapter and shall be initiated by the parties no later than April 30, 2004.

ARTICLE IX GRIEVANCE PROCEDURE

Section 9.1 Definition

A grievance is defined as a complaint arising under and during the term of this Agreement raised by an employee or the Chapter against the Village that there has been an alleged violation, misinterpretation or misapplication of an express provision of this Agreement, except that any dispute concerning a matter or issue subject to the jurisdiction of the Bensenville Board of Fire and Police Commission shall not be considered a grievance under this Agreement.

Section 9.2 Procedure

If any peace officer covered by this Agreement has a grievance concerning the interpretation or application of the express terms of this Agreement, the grievance shall be processed as follows.

Step 1: Immediate Supervisor

The parties agree that attempts should be made to resolve problems informally if possible. If an officer has a grievance, it shall be submitted in writing to the officer's immediate supervisor within seven (7) calendar days after the first event giving rise to the grievance. The grievance shall be in writing and shall set forth the full facts on which it is based, the express term or terms of this Agreement allegedly violated, and the specific relief sought. The officer's immediate supervisor shall respond in writing within seven (7) calendar days of this discussion.

Step 2: Appeal to Police Chief

If the grievance is not settled in Step 1, the aggrieved officer may appeal the grievance to the Police Chief within seven (7) days from receipt of the Step 1 answer. The appeal shall be in writing and shall set forth the full facts on which it is based, the express term or terms of this Agreement allegedly violated, and the specific relief sought. The aggrieved officer, a Chapter representative, and the Police Chief, or the Police Chief's designee will discuss the grievance at a mutually agreeable time. If no agreement is reached in such discussion, the Police Chief will respond in writing within seven (7) days of the meeting.

Step 3: Appeal to Village Manager

If the grievance is not settled at Step 2, the Chapter may submit a written appeal to the Village Manager within seven (7) days after receipt of the Step 2 answer. A meeting between the Village Manager, or the Village Manager's designee, and a Chapter representative will be held at a mutually agreeable time. If no settlement is reached at such meeting, the Village Manager, or the Village Manager's designee, shall provide a written response within ten (10) days of the meeting. Such response shall be final.

Section 9.3 Grievance Arbitration

If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 2 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, by delivering a written notice of referral to the Chief within seven (7) calendar days of receipt of the Village's written answer as provided to the employee at Step 3 or within seven (7) calendar days of when the Step 3 answer is due:

- (a) The parties shall attempt to agree upon an arbitrator with seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said seven (7) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Either party may request that the panel be composed entirely of members of the National Academy of Arbitrators, and/or that the arbitrator be from Illinois, Indiana or Wisconsin. Both the Village and the Union shall have the right to strike three (3) names from the panel, with the party requesting arbitration striking the first name. One party shall strike a name, the other party shall then strike a name, and this shall continue until one name 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 Union and Village representatives.
- (c) The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel.

- (d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (e) More than one (1) grievance may be submitted to the same arbitrator only if both parties mutually agree to do so in writing.
- (f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 9.4 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 specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 1, except when the parties stipulate to a joint statement of the grievance. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 9.4 shall be final and binding on the Village, the Union and the employees covered by this Agreement. In the event the arbitrator finds a violation of the Agreement, he shall determine an appropriate remedy. No decision or remedy of the arbitrator shall be retroactive beyond the period specified in Step 1 of this grievance procedure.

Section 9.5 Time Limits

No grievance shall be entertained or processed unless it is filed within the time limits set forth above. If a grievance is not appealed within the time limits set forth above, it shall be considered settled on the basis of the last answer provided by the Village. If the Village fails to provide an answer within the time limits set forth above, the grievance may be appealed to the next step. The parties may mutually agree in writing to extend any time limits set forth in this Article.

ARTICLE X

GENERAL PROVISIONS

Section 10.1 Outside Employment

An employee shall not undertake, contract for or accept anything of value in return for services, nor shall he otherwise be self-employed for remuneration, nor shall he be employed for remuneration by employers other than the Village, except with the approval of the Chief of Police. Any person who wants such approval must make written application to the Chief of Police; approval may be granted only when it appears that such activity will not interfere with the performance of Village duties, impair the usefulness of the employee, or conflict with the mission, goals or objectives of the Village. The Chief of Police must respond in writing to an application within a reasonable time. Once granted, permission for such outside activity may be revoked by the Chief of Police where it appears to the Chief of Police that such activity interferes with the performance of Village duties, impairs the usefulness of the employee, or conflicts with the mission, goals or objectives of the Village. The Chief of Police must state in writing to the employee his specific reasons for a denial or revocation of permission for outside employment. The employee and the Union agree to indemnify and hold harmless the Village against any claims against the Village or its officials that may arise as a result of the outside employment.

Section 10.2 Application of Agreement to MEG Unit and Other Special Assignment Employees

Notwithstanding anything to the contrary in this Agreement, officers who are assigned to the Metropolitan Enforcement Group ("MEG") or to any other governmental or inter-governmental agency having an independent law enforcement authority or basis of jurisdiction, shall be subject for the duration of such assignment to the practices, policies, procedures and directives which are generally applicable to officers assigned to that agency or which are applied pursuant to the authority of the other governmental entity, even though such practices, policies, procedures and directives may be inconsistent or in conflict with the provisions of this Agreement. The application of such practices, policies, procedures and directives shall not be subject to the grievance and arbitration procedures of this Agreement. Without in any way limiting the generality of the foregoing, the practices, policies, procedures and directives of MEG applicable to hours of work and overtime shall be deemed to supersede inconsistent or contrary provisions of Articles IV of this Agreement. Wages, insurance or other direct economic benefits shall continue to be governed by the terms of this Agreement.

Section 10.3 Fitness Examinations

If there is reasonable question as to an employee's fitness for duty, the Police Chief may require, at the Village's expense, that the employee have an examination by a qualified and licensed physician or other appropriate medical professional selected by the Village. The Village may also require all employees to take a complete physical exam once a year. This exam will be paid for by the Village. Also, the employee may obtain a second opinion from the physician of his choice at the Village's expense. If the second opinion is different from the first physician's, then a third opinion shall be obtained from a physician of mutual choice by the Village and employee. The third opinion will be paid for by the Village. The exam shall be conducted no later than 14 days from the date of notice.

Section 10.4 Bulletin Board

The Village will make available space on a bulletin board in the Police Department for the posting of official Union notices which are germane to its role as the exclusive bargaining representative and which are not political, defamatory or partisan in nature. The Union will limit the posting of Union notices to such bulletin board.

Section 10.5 Solicitation Language

While the Village acknowledges that bargaining unit employees may conduct solicitation of Bensenville merchants, residents or citizens, the Chapter agrees that no bargaining unit employee will solicit any person or entity for contributions on behalf of the Bensenville Police Department or the Village of Bensenville.

Bargaining unit members agree that the Village name, shield or insignia, communication systems, supplies and materials will not be used for solicitation purposes. Solicitation for the benefit of the collective bargaining representative by bargaining unit employees may not be done on work time or in a work uniform. The bargaining unit employees agree that they will not use the words "Bensenville Police Department" in their name or describe themselves as the "Village of Bensenville." Bargaining unit members shall have the right to explain to the public, if necessary, that they are members of an organization providing collective bargaining, legal defense and other benefits to all patrol-rank police officers employed by the Village.

The foregoing shall not be construed as a prohibition of lawful solicitation efforts by bargaining unit members directed to the general public. Each party hereto agrees that they will comply with all applicable laws regarding solicitation.

This Section 10.5 does not apply to the solicitation efforts of the Metropolitan Alliance of Police or any of its agents who are not bargaining unit employees.

Section 10.6 Residency

As a condition of employment, every officer must live in the State of Illinois..

The residency requirement is not required prior to employment, but within one (1) year after completion of probationary period.

Section 10.7 Part-time Officers

The use of part-time officers shall not result in layoff or reduction of normal hours for members of the bargaining unit.

Section 10.8 Posting

Whenever a new full-time assignment for sworn officers is created or becomes open, the Chief of Police shall post the opening for officers to apply for a reasonable amount of time before the position is filled.

ARTICLE XI

WAGES

Section 11.1 Wages

Base wages are set forth on the Wage Schedule attached to this Agreement on Appendix A. Any retroactive pay due to covered employees under this agreement shall be due on all hours for which the effected employees were compensated including, but not limited to, straight-time hours, overtime hours, holiday pay, and personal holidays. Such retroactive pay shall be paid within thirty (30) days of the execution of this agreement.

Section 11.2 Performance

The Village reserves the right to freeze in place for unsatisfactory performance and not grant an automatic step increase. In April of each year, the Chief of Police shall review all officers' performance and discipline record and determine if any officer should be frozen within his step. In the event an officer is frozen within a step, his performance and discipline will be reviewed semi-annually by the Chief of Police to determine if the freeze will remain in effect. Unsatisfactory performance would fall into one of the two following categories:

Repeated discipline violations which in the judgment of the Chief of Police cannot be corrected by suspension or re-instruction.

Substandard work performance which, in the judgment of the Chief of Police, cannot be corrected by suspension or re-instruction.

Section 11.3 Experience Credit

If a patrolman is hired by the Board of Fire and Police Commission with experience as a sworn police officer, the Village, at its discretion, may give him credit for pay purposes of up to one (1) year for each one (1) year of full-time experience with a maximum of five (5) steps on the pay plan.

The Village, also may, at its discretion, give him service credit for vacation accrual purposes of up to one (1) year for each one (1) year of full-time service as a police officer for purposes of reaching the fifteen working day level of vacation accrual only. This service credit may not be utilized for vacation scheduling purposes, and may not be utilized for purposes of attaining higher levels of vacation accrual (which may be attained only with Village service credit).

Section 11.4 Seniority Credit

If a patrolman is rehired by the department, he shall receive seniority credit for pay purposes only. This would include experience credit from another department.

Section 11.5 Acting Shift Commander

Sworn personnel who perform the duties of Shift Commander for a complete shift are entitled to an additional one (1) hour pay at the affected officer's regular straight time hourly rate.

Section 11.6 Field Training Officer

Sworn personnel who perform the duties of Field Training Officer are entitled to an additional one (1) hour of compensation at that officer's regular straight time hourly rate of pay for each day in which the affected officer serves in said capacity. Additional time above the regular eight (8) hours spent in said day will not be compensable with overtime unless the time extends beyond one hour, in which case the overtime provisions begin with that second hour. Additional time above the regular eight (8) hours will be compensable with overtime if the reason for the additional time is for the performance of non-field training officer functions.

Any officer required to act as a Field Training Officer for a part-time or full-time officer shall receive premium compensation as set forth in this Section, regardless of whether the affected officer is formally certified or designated as a Field Training Officer. In addition, the Village agrees to indemnify any officer acting in the capacity of a Field Training Officer to the extent required by law.

ARTICLE XII

UNIFORM ALLOWANCE

Section 12.1 Uniform Allowance

Any new employee hired by the Village shall be provided with an initial allocation of clothing and equipment pursuant to the list attached as Appendix B, as it may be changed from time to time. Effective 5/1/12, sworn personnel (outside of detectives) shall receive a uniform allowance of \$600.00 per fiscal year. The uniform allowance also may be used for the purchase of any items contained on the list attached as Appendix B, as it may be changed from time to time, provided:

1. The Police Chief or his designee determines that an employee's clothing or equipment is damaged beyond repair through causes other than negligence of the employee; or
2. The Police Chief or his designee determines that an employee's clothing or equipment is worn and in need of replacement because of ordinary wear and tear; or
3. The Police Chief or his designee specifies new or additional items of uniform clothing and personal equipment.

In order to accommodate the purchase and replacement of expensive uniform items, as approved by the department, the employee may accumulate unused amounts to which he or she is entitled from year to year.

Detectives shall receive a clothing allowance of \$800 per fiscal year, payable \$400 in May and \$400 in November.

Section 12.2 Body Armor

The Village agrees to provide each covered employee with body armor (vest) upon being hired. The Village shall replace at least six (6) employee's vests each year for the life of the contract on a rotating basis as set forth in Appendix D, attached, per the manufacturer's specifications. The parties recognize that the Village may replace less than six vests if less than six are required to be replaced per manufacturer's specifications. The Village reserves the right to require officers to wear said armor at any time.

ARTICLE XIII
EDUCATIONAL REIMBURSEMENT

Section 13.1 Job Related Training and Education Program

The Village encourages employees to continue their education and improve their job related skills. The Village provides a Tuition Reimbursement Program for regular full-time employees who have successfully completed their introductory/probationary period. The employee must be in good standing with the Village, meaning the employee must, at a minimum, meet performance expectations as verified by the supervisor, and have no performance or disciplinary actions pending.

All requests for attendance at seminars, schools, or enrollment in outside formal educational programs for which the employee desires financial reimbursement are subject to the approval of the Department Head and Village Manager. Village requirements for course reimbursements shall be predicated on the attainment of a grade of B or better (or Pass, in those instances where applicable). All class attendance and class work will take place during non-work hours.

Participation in the Tuition Reimbursement Program will be determined by availability of funds in the Tuition Reimbursement budget. Qualifying tuition reimbursement shall not exceed the tuition and fees charged by Northern Illinois University (NIU) for the equivalent coursework. Employees are not restricted to enroll in programs based on cost; however tuition and fees in excess of the equivalent coursework at NIU are not eligible for reimbursement by the Village.

Reimbursement for degree programs is a major investment made by the Village in the development of a particular employee. The courses must be designed to maintain or improve the skills required of the employee in his/her current job assignment or they must be necessary to meet express requirement of the Village. It follows that the employee must continue working for the Village for some period of time in order to qualify for this reimbursement. Accordingly, before such a program will be approved, the employee must sign a written agreement to reimburse the Village for 100% of the degree program cost paid by the Village on the employee's behalf for any semester (or applicable unit) if the employee leaves Village within two (2) years of the end of the semester (or applicable unit).

ARTICLE XIV **DRUG TESTING**

Section 14.1 Drug Testing

The Police Chief or his designee may require an employee to submit immediately to a urine and/or blood test where there is a reasonable, individualized suspicion of improper drug or alcohol use. This includes, but is not limited to, direct observation, indirect observation, symptoms of drug or alcohol use, information pertaining to an employee's use of drugs or alcohol or any other means of reasonable individualized suspicion. Upon request, the Village shall provide an employee who is ordered to submit to any such test with a written statement of the basis for the Village's reasonable suspicion within twenty-four (24) hours of when the test is administered. The Village may also engage in random testing to the extent permitted by law. Employees may be randomly tested no more than two (2) times per calendar year unless otherwise specified in this Agreement. The Village also reserves the right to require a drug/alcohol test of all applicants seeking to be transferred into the bargaining unit.

The Village shall use laboratories which are certified by the State of Illinois pursuant to the Illinois Clinical Laboratory Act or that meet the accreditation requirements of the National Institute of Drug Abuse (NIDA) (or its successor) to perform drug and/or alcohol testing for such testing and shall be responsible for maintaining the identity and integrity of the sample. Prior to the test, employees shall identify any prescription drugs which they may have taken recently, and the approximate time and dosage taken. Any positive test results which are attributable to prescription drugs taken in accordance with a physician's prescription and instructions shall not be used in any manner adverse to the employee. The passing of urine will not be directly witnessed unless the laboratory does not have a "clean room" for submitting samples, or where there is reasonable suspicion to believe that the employee may tamper with the testing procedure. In the case of urine or blood testing, if the first test results in a positive finding, a GC/MS (gas chromatography mass spectrometry) confirmatory test, or an equivalent or more scientifically accurate confirmatory test shall be conducted.

In the case of a drug test, prior to being submitted to the Village, positive drug test results will first be submitted by the laboratory to a designated Medical Review Officer (MRO) for verification. The MRO shall offer employees with positive test results a reasonable opportunity to establish that their results were caused by the use of lawful substances, of the lawful use of controlled substances, or otherwise are in error. If the MRO determines that a positive lab result is consistent with legal drug use or the result was otherwise in error, the MRO will report the result as negative. The MRO shall not disclose medical information provided by the employee during test verification process, except that the MRO may disclose such information to the Village or appropriate federal agencies or designees if required to by law or in the MRO's reasonable medical judgment, the continued performance by the employee of his or her job could pose a significant safety risk. After verification by the MRO, all confirmatory drug test results will be submitted to the Village.

An initial positive screening test shall not be submitted to the Village; only GC/MS confirmatory drug test results verified by the MRO and confirmatory alcohol test results will be reported to the Village. If the Village, contrary to the foregoing, receives the results of a positive

first test which is not confirmed as provided above, such information shall not be used in any manner adverse to the employee. Within two (2) days of receipt, the Village shall provide an employee with a copy of any test results which the Village received with respect to such employee. The Village shall be liable for the costs of any tests conducted at the Village's direction.

Test results will be confidential and use of these results shall be only for purposes established by this contract or for other lawful purposes. A portion of the test sample, if positive, shall be retained by the laboratory for six (6) months so that the employee may arrange or another confirmatory test (GC/MS) to be conducted by a laboratory certified by the State of Illinois pursuant to the Illinois Clinical Laboratory Act or that meets the accreditation requirements of the National Institute of Drug Abuse (NIDA) (or its successor) to perform drug and/or alcohol testing of the employee's choosing and at the employee's expense. Once the portion of the tested sample leaves the clinical laboratory selected by the Village, the Village shall not be responsible for monitoring the proper chain of custody for said portion of the tested sample.

The following initial immunoassay test cutoff levels shall be used when screening specimens to determine whether they are negative for the five (5) drugs or classes of drugs:

Initial Test Level

Marijuana metabolites	50 ng/ml
Cocaine metabolites	300 ng/ml
Opiate metabolites.....	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1000 ng/ml

All specimens identified as positive on the initial screening test shall be confirmed using GC/MS techniques at the cutoff levels listed below.

Confirmatory Test Level

Marijuana metabolites*	15 ng/ml
Cocaine metabolites**	150 ng/ml
Opiates:	
Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	
Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml

*Delta-9-tetrahydrocannabinol-9-carboxylic acid

**Benzoyllecgonine

Any tests for other prescription or illegal drugs shall use the screening test cut-off levels and the confirmatory GC/MS test cut-off levels for such drugs established by the testing laboratory selected by the Village in accordance with NIDA standards, if any.

Section 14.2 Breath Alcohol Test to be Conducted

Should the Village test for the presence of alcohol through the use of a breathalyzer instead of a blood or urine sample, the testing will be conducted in a private setting by trained breath alcohol technicians ("BAT") who are not Village employees, using DOT-approved evidential breath testing devices ("EBT") that display and print test results. A breathalyzer test result showing an alcohol concentration of .020 or more shall be considered positive, and results showing an alcohol concentration of .0199 or less shall be considered negative.

Section 14.3 Violation of Drug/Alcohol Policy

The use, sale, possession, purchase or delivery of illegal drugs at any time (on or off the job) while employed by the Village (except as required in the line of duty), abuse of prescribed drugs, failure to report to supervisors any known adverse side effects of medication or prescription drugs that the employee may be taking, consumption, sale, purchase, delivery or possession of alcohol while on duty (except as required in the line of duty), or being under the influence of alcohol while on duty (which shall be defined as a blood alcohol level or more than .02%) shall be cause for discipline, including termination. (NOTE: The foregoing standard shall not preclude the Village from attempting to show that test results below .02% (blood alcohol level) demonstrate that the employee was or would be unable to properly perform his or her job duties, but the Village shall bear the burden of proof in such cases.) The Village recognizes there may be situations in which an employee tests positive for illegal drugs or alcohol, but disciplinary action would not be in the interests of the employee or the Village and instead the employee may be placed on rehabilitation in these situations.

All matters concerning discipline and discharge are governed by the rules of the Board of Fire and Police Commissioners.

Section 14.4 Requests for Assistance

Voluntary requests for assistance with drug and/or alcohol problems (i.e., where no test has previously been given or ordered pursuant to the foregoing provisions) shall be held strictly confidential. An employee voluntarily seeking assistance shall not be disciplined (except for failure to fulfill obligations under an employee assistance/treatment program), but may be subject to random testing during and for one (1) year following successful completion of an employee assistance/treatment program. The Village's obligation to pay for treatment for alcohol/substance abuse shall be limited to services provided by the Village's medical insurance plan in which the employee is enrolled. An employee will be allowed to use all accrued sick leave, vacation and compensatory time off while attending a treatment program, and will be granted an unpaid leave of absence to complete such program after exhausting such paid time off.

This section shall not in any way limit the Village's right to discipline an employee for conduct that is otherwise subject to discipline even though it may have been aggravated by drug or alcohol use.

ARTICLE XV
NO STRIKE - NO LOCKOUT

Section 15.1 No Strike

Neither the Chapter nor any officers, agents or employees will authorize, instigate, promote, sponsor, aid, engage in, or condone any strike, sympathy strike, secondary boycott, residential picketing, slowdown, sitdown, stoppage of work, concerted refusal to perform overtime, mass resignations, mass absenteeism or any other intentional interruption of the operations of the Village, regardless of the reason for so doing. Any violation of this Section shall be just cause for discipline, up to and including discharge. The failure to impose a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 15.2 No Lockout

The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Chapter so long as there is no violation of Section 12.1 (No Strike).

Section 15.3 Chapter Official Responsibility

Each employee who holds the position of officer or steward or Chapterman of the Chapter 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 Section 16.1 of this Article, the Chapter agrees to inform its members of their obligations under this Agreement, to direct them to return to work and to cooperate with the Village in urging employees to return to work.

Section 15.4 Judicial Restraint

Nothing contained herein shall preclude the Village from obtaining a temporary restraining order, damages and other judicial relief in the event the Chapter or any employees covered by this Agreement violate this Article.

ARTICLE XVI

MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Village retains traditional rights to manage and direct 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 the operations and services of the Village; to determine the Village's mission, objectives, policies and budget and to determine and set all standards of service offered to the public; to supervise and direct employees and their activities as related to the conduct of Village affairs; to schedule and assign work; to assign or to transfer employees within the Village; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to layoff 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; to make and enforce reasonable rules and regulations; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; and to take any and all actions as may be necessary to carry out the mission of the Village in situations of civil emergency conditions as may be declared by the President of the Board of Trustees or the Village Manager, which actions may include the suspension of the provisions of this Agreement provided that wage rates and monetary benefits shall not be suspended and providing that all provisions of this Agreement shall be immediately reinstated once a civil emergency condition ceases to exist.

No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

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.

The parties recognize that the Police and Fire Commission of the Village of Bensenville has certain statutory authority over employees covered by this Agreement, including but not limited to the right to make, alter and enforce rules and regulations. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Police and Fire Commission.

ARTICLE XVII
SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, is or shall at any time be contrary to or unauthorized by law, or modified or affected by the subsequent enactment of law, or held invalid and unenforceable by operation of law or by any board, agency, or court of competent jurisdiction, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law; provided that in such event all other provisions of this Agreement shall continue in effect. In such event, the Village and the Chapter agree to promptly begin negotiations on a substitute for the invalidated article, section, or portion thereof.

If there is any conflict between the provisions of this Agreement and any legal obligations or affirmative action requirements imposed on the Village by federal or state law, such legal obligations or affirmative action requirements thus imposed shall be controlling.

ARTICLE XVIII
ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in the Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understandings and 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, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether or not referred to or covered in this Agreement, or with respect to the effects upon employees of the Village's exercise of its rights under the Agreement, even though such subjects or matters or effects 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. It is agreed that the Village may unilaterally exercise any management rights consistent with Article XIV even though the exercise of such rights may involve subjects or matter not referred to or covered in this Agreement.

ARTICLE XIX
TERMINATION

This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2015. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no less than sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date; this Agreement shall remain in full force and effect during the period of negotiations and until termination of this Agreement after proper notice is provided in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this ____ day of _____, 2012.

Executed this ____ day of _____, 2012, after receiving official approval by the Village President and Board of Trustees and ratification by the Chapter's membership.

METROPOLITAN ALLIANCE OF
POLICE, BENSENVILLE CHAPTER:

VILLAGE OF BENSENVILLE:

APPENDIX A
WAGE SCHEDULE

Steps	Current	Effective 5/1/2012	Effective 5/1/2013	Effective 5/1/2014
1	\$ 55,686	\$ 57,356	\$ 59,077	\$ 60,849
2	\$ 57,797	\$ 59,530	\$ 61,316	\$ 63,156
3	\$ 60,949	\$ 62,777	\$ 64,660	\$ 66,600
4	\$ 63,349	\$ 65,249	\$ 67,206	\$ 69,223
5	\$ 66,565	\$ 68,561	\$ 70,618	\$ 72,737
6	\$ 71,844	\$ 73,999	\$ 76,219	\$ 78,505
7	\$ 78,033	\$ 80,373	\$ 82,785	\$ 85,268

1. Each Officer covered by this Agreement assigned to perform the duties of Acting Shift Commander and Field Training Officer shall receive compensation as set forth in Sections 11.5 and 11.6, respectively. Each Officer covered by this Agreement assigned to the following specialty assignment shall receive additional compensation as stated below:

<u>Specialty</u>	<u>Compensation</u>
Detective	\$300.00 per year

APPENDIX B **UNIFORM LIST**

Furnished at time of Initial Employment

2 badges
1 hat shield
2 nameplates
1 hat band
1 metal ticket book holder
1 radio strap
1 radio holder
1 portable radio battery
1 station key
1 tie bar
1 portable radio battery
1 wallet badge and badge wallet
4 long sleeve uniform shirts
4 short sleeve uniform shirts
4 uniform pants
2 ties
1 pair shoes or boots
1 uniform hat
1 winter hat
1 raincoat and hat cover
1 uniform jacket
1 garrison belt
1 pair high water rubber pull-over boots

Items Able to be Purchased with Uniform Allowance After One Year of Employment

All above listed equipment
Metal clip board
Basket weave leather goods*
Nightstick/PR24*
Navy blue turtlenecks
Knife (folding type)
Handcuffs*
Uniform sweater
Bullet proof vest covers
Black gloves
Flashlight

*Required items which may only be replaced with uniform allowance

APPENDIX C
BENSENVILLE POLICE DEPARTMENT SENIORITY LIST

Name:	Date of Hire:
1. James, Thomas F.	03-24-80
2. Nichols, Bruce W.	04-05-85
3. Marks, C. Dexter	03-14-00
4. Swanson, Bradley N.	05-02-00
5. Ptak, Michael	05-02-00
6. Eickelmann, Dean C.	05-02-00
7. Sanborn, Douglas C.	05-06-00
8. Heppert, Christopher	09-20-00
9. Linkowski, Michael	03-22-01
10. Oliva, Christopher J.	03-22-01
11. Larson, Michael	06-14-02
12. Stephens, Dexter A.	06-14-02
13. LaPorte, Richard J.	09-04-02
14. Fielding, Eric L.	09-13-02
15. Banks, Kevin	08-15-05
16. Irving, David	09-07-06
17. Navarro, Jose	09-07-06
18. Mandziara, Jason	10-03-05
19. Zempel, Brett	08-06-07
20. Thomas Gilligan	03-24-08
21. Saul Herrera	06-16-10
22. Kevin Driscoll	06-30-08
23. Brandon Reynolds	10-06-08
24. Nathan Holman	12-01-08
25. Joseph Melone	02-03-09
26. Steven Kotlewski	12-30-09

APPENDIX D
VEST REPLACEMENT LIST

Employee	Approximate Date Issued	Approximate Replacement Date
Banks, Kevin	02-03-06	02-03-11
Eickelmann, Dean	09-28-05	09-28-10
Kevin Driscoll	01-11-10	01-11-15
Fielding, Eric	09-28-05	09-28-10
Gilligan, Thomas	06-23-08	06-23-13
Heppert, Christopher	12-23-09	12-23-14
Herrera, Saul	09-16-08	09-16-13
Holman, Nathan	02-04-09	02-14-14
Irving, David	12-04-06	12-01-11
James, Thomas	10-11-05	10-11-10
Kotlewski, Steven	03-16-10	03-16-15
LaPorte, Richard	10-07-05	10-07-10
Larson, Michael	10-07-05	10-07-10
Linkowski, Michael	12-07-06	12-07-11
Mandziara, Jason	12-29-05	12-29-10
Marks, Dexter	01-14-08	01-14-13
Melone, Joseph	04-17-09	04-17-14
Navarro, Jose	12-04-06	12-04-11
Nichols, Bruce	10-01-06	10-01-11
Oliva, Christopher	10-11-05	10-11-10
Ptak, Michael	08-31-05	08-31-10
Reynolds, Branson	01-26-09	01-26-14
Sanborn, Douglas	10-14-05	10-17-10
Stephens, Dexter	12-11-07	12-11-12
Swanson, Bradley	02-03-06	02-03-11
Zempel, Brett	10-01-07	10-01-12

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF A LABOR-MANAGEMENT
UNION CONTRACT AGREEMENT BETWEEN THE VILLAGE OF BENSENVILLE
AND METROPOLITAN ALLIANCE OF POLICE – BENSENVILLE CHAPTER #165
FOR MAY 1, 2012 – APRIL 30, 2015.**

WHEREAS, the VILLAGE OF BENSENVILLE (hereinafter “VILLAGE”) is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, the VILLAGE is empowered to make all agreements, contracts, and engagements and to undertake other acts as necessary in the exercise of its statutory powers; and

WHEREAS, the current labor contract with Metropolitan Alliance of Police – Bensenville Chapter #165 expired on May 1, 2012; and

WHEREAS, the VILLAGE has negotiated in good faith with Metropolitan Alliance of Police – Bensenville Chapter #165;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, as follows:

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof as if fully set forth.

SECTION TWO: The Village President and Board of Trustees hereby approve and authorize the execution of the labor contract attached hereto and incorporated herein by reference as Exhibit “A,” for the term of May 1, 2012 through April 30, 2015.

SECTION FOUR: This Resolution shall take effect immediately upon its passage and approval as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 12th day of June, 2012.

APPROVED:

Frank Soto, Village President

ATTEST:

Village Clerk

Ayes: _____

Nays: _____

Absent: _____

TYPE: Resolution

SUBMITTED BY: Dan Di Santo

DATE: June 7, 2012

DESCRIPTION: Resolution Authorizing Execution of a Labor-Management Union Contract Agreement Between the Village of Bensenville and Teamsters Local #700 – Law Enforcement Division (Sergeants) for May 1, 2012 – April 30, 2015.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

<input checked="" type="checkbox"/>	<i>Financially Sound Village</i>	<input type="checkbox"/>	<i>Enrich the lives of Residents</i>
<input type="checkbox"/>	<i>Quality Customer Oriented Services</i>	<input type="checkbox"/>	<i>Major Business/Corporate Center</i>
<input checked="" type="checkbox"/>	<i>Safe and Beautiful Village</i>	<input type="checkbox"/>	<i>Vibrant Major Corridors</i>

COMMITTEE ACTION: N/A

DATE: N/A

BACKGROUND:

Police Sergeants (5 positions) in the Village of Bensenville are represented by Teamsters Local #700 – Law Enforcement Division. The Sergeants’ labor contract expired on April 30, 2012. The Village and the Sergeants conducted negotiations earlier this year which culminated in an agreement of terms and an updated contract for May 1, 2012 – April 30, 2015.

KEY ISSUES:

The agreed upon contract is attached. Key components of the contract are as follows:

- Addition of a 5th step representing a 3% increase in 2012 for those at the top step;
- Wage increases of 2% in 2012, 2% in 2013 and 2% in 2014;
- Increase uniform allowance from \$500 to \$600 for uniformed personnel and from \$700 to \$800 for non-uniformed personnel;
- Increase court standby pay from 1.5 hours straight time to 2 hours over time;
- Yearly membership to the Park District Fitness Center; and
- Increase the grade required for tuition reimbursement from a ‘C’ to a ‘B’ and increase the amount of time an officer must remain with the Village from 1 year to 2 years or the reimbursement must be paid back.

The resulting contract is fair and reasonable to both sides and achieves the Village’s goal of having the Patrol Unit at the midpoint of the wage scale of our comparable communities.

ALTERNATIVES:

- Approve the Resolution
- Deny the Resolution
- Discretion of the Board

RECOMMENDATION:

Staff recommends approval of the Resolution.

BUDGET IMPACT:

The following table represents the total cost of wages in the full term of the contract:

	2011-2012 (current)	2012-2013	2013-2014	2014-2015
Cost	\$450,898	\$473,713	\$483,188	\$492,851

ACTION REQUIRED:

Pass the Resolution Authorizing Execution of a Labor-Management Union Contract Agreement Between the Village of Bensenville and Teamsters Local #700 – Law Enforcement Division (Sergeants) for May 1, 2012 – April 30, 2015.

VILLAGE OF BENSENVILLE
AND
TEAMSTERS LOCAL NO. 714 LAW ENFORCEMENT DIVISION
(SERGEANTS' UNIT)

EFFECTIVE

MAY 1, 2012 TO APRIL 30, 2015

TABLE OF CONTENTS

ARTICLE I PREAMBLE AND RECOGNITION AND DUES DEDUCTION AND FAIR SHARE	1
Section 1.1 Preamble and Recognition	1
Section 1.2 Dues Checkoff	1
Section 1.3 Fair Share	1
Section 1.4 Indemnification	2
ARTICLE II HOURS OF WORK AND OVERTIME	2
Section 2.1 Application of Article	2
Section 2.2 Court Time	2
Section 2.3 Call-Back Pay	2
Section 2.4 Court Standby Pay	3
Section 2.5 Comp Time	3
Section 2.6 Definition of Overtime	3
Section 2.7 No Pyramiding	3
ARTICLE III SICK LEAVE	4
Section 3.1 Notification	4
Section 3.2 Medical Examination	4
Section 3.3 Purpose	4
Section 3.4 Allowance	4
Section 3.5 Days Earned in Accumulation	4
Section 3.6 Rate of Payment	4
Section 3.7 Sick Leave Utilization	5
ARTICLE IV ADDITIONAL LEAVES OF ABSENCE	5
Section 4.1 Military Leave	5
Section 4.2 Bereavement Leave	5
Section 4.3 Leave for Illness or Injury	5
Section 4.4 Benefits While on Leave	6
Section 4.5 Non-Employment Elsewhere	6
Section 4.6 Pregnancy Leave	6
ARTICLE V VACATIONS	7
Section 5.1 Eligibility and Allowances	7
Section 5.2 Vacation Pay	7
Section 5.3 Scheduling and Accrual	7
Section 5.4 Cancellation of Vacation	7
Section 5.5 Vacation Rights in Case of Layoff or Separation	8
Section 5.6 Seniority Definition	8
ARTICLE VI HOLIDAYS	8
Section 6.1 Holiday Defined	8
Section 6.2 Eligibility Requirements	8
Section 6.3 Holiday Pay	9

ARTICLE VII INSURANCE	9
Section 7.1 Insurance Coverage.....	9
Section 7.2 Cost	9
Section 7.3 Cost Containment	9
Section 7.4 Life Insurance	9
Section 7.5 Right to Change Insurance Carriers	9
Section 7.6 Dental Insurance	10
Section 7.7 Terms of Insurance Policies to Govern.....	10
ARTICLE VIII GRIEVANCE PROCEDURE	10
Section 8.1 Definition	10
Section 8.2 Procedure	10
ARTICLE IX GENERAL PROVISIONS	11
Section 9.1 Outside Employment	11
Section 9.2 Application of Agreement to MEG Unit and Other Special Assignment Employees	12
Section 9.3 Job Related Training and Education Programs.....	12
Section 9.4 Uniform Allowance	13
Section 9.5 Body Armor	13
Section 9.6 Drug Testing	13
Section 9.7 Fitness Examinations	15
Section 9.8 Disability Pension	16
ARTICLE X WAGES.....	16
Section 10.1 Base Wages.....	16
Section 10.2 Administration of Wage Schedule	16
ARTICLE XI NO STRIKE-NO LOCKOUT.....	17
Section 11.1 No Strike.....	17
Section 11.2 No Lockout	17
ARTICLE XII MANAGEMENT RIGHTS	17
ARTICLE XIII SAVINGS CLAUSE	18
ARTICLE XIV ENTIRE AGREEMENT	18
ARTICLE XV TERMINATION	19
APPENDIX A WAGE SCHEDULE	20
APPENDIX B UNIFORM ITEMS.....	21
APPENDIX C WELLNESS.....	22

ARTICLE I

PREAMBLE AND RECOGNITION AND DUES DEDUCTION AND FAIR SHARE

Section 1.1 Preamble and Recognition

It is recognized that the interests of providing quality Police protection and other public safety services, including an enhanced public safety program, the Village of Bensenville will best be served by establishing procedures to provide an orderly method for the Village Board and sergeants employed by the Bensenville Police Department to discuss and resolve matters of salary, economic fringe benefits, and related working conditions. The Village of Bensenville ("Village Board") therefore recognizes Teamsters Local No. 714 Law Enforcement Division (hereinafter referred to as the "Union"), as certified by the Illinois Labor Relations Board, as the sole and exclusive bargaining representative for all full-time sworn peace officers in the rank of sergeant ("officers" or "employees"), excluding all other employees, including but not limited to, all sworn peace officers above or below the rank of sergeant, any employee holding the position of Police Chief or Deputy Police Chief, all part-time or temporary employees, any employees excluded from the definition of "peace officer" as defined in subsection 1603(k) of the Illinois Public Labor Relations Act (as it existed on November 10, 2000), all civilian employees, all non-Police Department employees, and all other managerial, supervisory, confidential, professional and short-term employees as defined by the Act (as it existed on November 10, 2000). This Agreement is made by and between the Village and the Union for and on behalf of all full-time sworn sergeants employed by the Village and sets forth the parties' complete agreement on wages, hours, economic fringe benefits and other terms and conditions of employment upon execution of this Agreement through April 30, 2012.

Section 1.2 Dues Checkoff

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

The Union agrees to give the Village at least thirty (30) days' notice in writing of any change in the amount of the regular dues to be deducted. The Union further agrees that it will not submit written-notification of a change in the amount of the regular dues to be deducted more than once within any twelve (12) month period of time.

Section 1.3 Fair Share

Officers under job classifications listed in Article 1, Section 1, are not required to join the Union as a condition of employment but each such employee shall, during the term of this Agreement, pay a service fee in an amount not to exceed eighty-five percent (85%) of the Union dues for one (1) Union employee per month for the purpose of administering the provisions of this

Agreement. The Union shall certify such amount and otherwise comply with 5 ILCS 315/1, *et seq.*, in regard to this.

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 Union. If the affected non-member and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Board and the payment shall be made to said organization.

Section 1.4 Indemnification.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suit or other forms of liability that may arise out of or reason of any action taken by the Employer for the purpose of complying with any provisions of this Article. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved police officer.

ARTICLE II

HOURS OF WORK AND OVERTIME

Section 2.1 Application of Article.

Nothing in this Article or Agreement shall be construed as a guarantee of hours of work per shift, per week, per work cycle, or any other period.

Section 2.2 Court Time.

Employees who would otherwise be off-duty shall be paid at the overtime rate of time and one-half (1-1/2) their regular straight-time hourly rate of pay for all hours worked when appearing in court 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; off-duty lunch periods shall not be counted toward hours worked. Employees will be paid overtime rates for a minimum of two (2) hours for all off-duty court time worked outside regularly scheduled hours in a single day or actual time spent, whichever is greater, unless the time extends to his regular work shift.

Section 2.3 Call-Back Pay.

An employee called back to work after having left work shall receive a minimum of two (2) hours work at overtime rates, unless the time extends to his regular work shift or unless the individual is called back to rectify his own error which needs to be corrected before the officer's next regularly scheduled shift.

Section 2.4 Court Standby Pay.

Sworn personnel, required by notice or order of the Police Department, shall receive 2 hours pay at the overtime rate, if off-duty, for court standby. If the officer goes to court, then Section 2.2 shall control his rate of pay and this Section shall not be applicable.

Section 2.5 Comp Time.

Sworn personnel may accrue comp time up to forty (40) hours in a fiscal year. This shall be a rolling total which may be used and replenished in accordance with Police Department Policy each year but shall not exceed a total of forty (40) hours at any one time. If the employee's accrued comp time would cause the bank to exceed forty (40) hours, the overtime would be paid in cash.

Comp time is defined as overtime at a pay rate of 1.5 times the regular rate.

Compensatory time shall be taken at such times as are established or agreed to by the Chief of Police or his designee. This scheduling of compensatory time off is subject to the operating needs of the Department and will not be granted where it would leave the Department with insufficient manpower on duty. Subject to the foregoing, permission to use compensatory time shall not be unreasonable denied.

Section 2.6 Definition of Overtime.

Each Sergeant covered by this Agreement shall be paid in cash or comp time as applicable at one and one-half (1½) times their straight time hourly rate of pay for all hours worked in excess of one hundred sixty (160) hours in the employee's twenty-eight (28) day work cycle. Overtime pay shall be received in fifteen (15) minute segments as provided for by the Fair Labor Standards Act. For any employee to be eligible for overtime pay or comp time, the additional time worked must be authorized in advance by the Police Chief or his designee. Paid time off will not count as hours worked for purposes of overtime eligibility with the following exceptions:

- (a) An eligible employee's use of approved vacation;
- (b) Paid sick leave;
- (c) Personal leave;
- (d) Compensatory time; and
- (e) Observance of a paid holiday.

Section 2.7 No Pyramiding.

Compensation shall not be paid (nor compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

ARTICLE III

SICK LEAVE

Section 3.1 Notification.

Notification of absence due to sickness shall be given to the Police Communication Center as soon as possible on the first day of such absence, but no later than one hour before the start of the employee's work shift. Failure to properly report an illness shall be considered as absence without pay and may subject the employee to discipline, as well.

Section 3.2 Medical Examination.

The Village may require a doctor's slip attesting to an illness immediately upon the employee's return from such leave. The Village may, where there is reason to suspect abuse or for an absence of three (3) work days or more, require an employee seeking to utilize sick leave to submit a doctor's certification of the illness and/or to submit at any time during such leave to an examination by a doctor or nurse designated by the Village. Examinations administered by a physician or nurse selected by the Village shall be paid for by the Village to the extent not covered by insurance.

Section 3.3 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. Unfortunately, sick leave abuse sometimes occurs. The parties agree that sick leave abuse is a very serious offense which may result in discipline (up to and including termination).

Section 3.4 Allowance.

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

Section 3.5 Days Earned in Accumulation.

Employees shall be allowed one (1) day of sick leave for each month of service. Sick leave shall be earned by an employee for any month in which the employee is compensated for more than eighty (80) hours of work. Sick leave cannot be taken before it is actually earned.

Section 3.6 Rate of Payment.

Employees shall be paid eight (8) hours at their regular, straight-time hourly rate of pay for each single day of sick leave properly utilized.

Section 3.7 Sick Leave Utilization.

Sick leave shall be used in no less an increment than one-half (1/2) day.

An employee cannot accumulate more than sixty (60) sick leave days. An employee who has accumulated more than thirty-six (36) sick leave days may be paid, upon written request, for any sick leave days in excess of thirty-six (36), at a rate equal to one-half of the employee's regular daily wage rate at the time the request is made. Requested payment for accumulated sick leave days shall be made in the first pay period in the December following the request.

Upon retirement or resignation after five (5) years of employment, an employee shall receive full pay for the first thirty-six (36) days of accumulated sick leave, and one-half pay for any additional accumulated sick leave days, up to a maximum of sixty (60) sick leave days.

The Village Manager may allow accrued vacation time to be applied toward a continuing absence due to serious and prolonged illness, after an employee has used all of his available sick leave.

The Police Chief or designee may approve an employee's absence for personal reasons unrelated to illness as sick leave to be applied against accrued sick leave days, but in no event more than two (2) such days in each calendar year.

ARTICLE IV

ADDITIONAL LEAVES OF ABSENCE

Section 4.1 Military Leave.

Military leave shall be granted in accordance with applicable law.

Section 4.2 Bereavement Leave.

In the event of death in the immediate family (defined as the employee's legal spouse, children, stepchildren, adopted children, parents, parents of spouse and stepparents, brothers and sisters of employee and spouse or grandparents and grandchildren of employee and spouse) an employee shall be granted up to three (3) consecutive workdays as bereavement leave. Leave beyond such three (3) days may, upon approval of the Village Manager or his designee, be taken if charged to the employee's sick leave or vacation leave accrual account, if any.

Section 4.3 Leave for Illness or Injury.

(a) In the event an employee is unable to work by reason of illness or injury, and after the employee has exhausted all accrued sick leave and vacation, the Village may grant a leave of absence without pay for up to one (1) year. During such a leave, seniority shall not accrue for so long as the employee is unable to work, except that for a work related injury compensable under workers' compensation, an employee shall accrue seniority pursuant to statute.

(b) To qualify for such leave, the employee must report the illness or injury as soon as the illness or injury is known, and thereafter furnish to the Village Manager or his designee a physician's written statement showing the nature of the illness or injury and the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, unless bedridden, the employee shall personally appear at the Employer's premises and furnish a current report from the attending doctor at the end of every twenty-one (21) calendar days.

(c) Before returning from leave of absence for injury or illness, or during such leave, the employee at the discretion of the Village may be required to have a physical examination by a doctor designated and paid for by the Village to determine the employee's capacity to perform work assigned. An unpaid leave of absence for illness or non-job related injury will under no circumstances be granted until an employee's entire accrued sick leave and vacation leave is first exhausted.

Section 4.4 Benefits While On Leave.

- (a) Unless otherwise stated in this Article, an employee returning from leave will have his seniority continued after the period of the leave. Upon return, the Village will place the employee in his or her previous assignment.
- (b) 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 pursuant to statute, he shall go directly on layoff.
- (c) During an approved unpaid leave of absence of more than ninety (90) calendar days or during a layoff under this Agreement, the employee shall be entitled to coverage under applicable group health and life insurance plans to the extent permitted under such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the Village.

Section 4.5 Non-Employment Elsewhere.

Employees, while on leave, shall not accept employment elsewhere without express written approval of the Police Chief or designee.

Section 4.6 Pregnancy Leave.

In the event an employee is unable to work by reason of pregnancy, and after the employee has exhausted all accrued vacation, floating holidays, comp time and half of sick time, the Village can grant an unpaid leave terminating three (3) months following the termination of the pregnancy.

ARTICLE V

VACATIONS

Section 5.1 Eligibility and Allowances.

Full-time employees shall be eligible for paid vacation time after the completion of one year of service with the Employer. Vacation allowances shall be accrued each anniversary year, based on the following schedule:

<u>Length of Continuous Service</u>	<u>Working days</u>	<u>Vacation Per Year</u>
After completion of one (1) year		10 working days
After completion of five (5) years		15 working days
After completion of fifteen (15) years		20 working days
After completion of twenty-five (25) years		25 working days

The term "working days" as used in this vacation schedule shall mean a full-time employee's regular working day, not to exceed eight (8) hours. Ordinarily, vacation time taken during a given anniversary year shall be the vacation allowance earned during the preceding anniversary year. Exceptions to this policy may be granted in writing by the Village Manager.

Full-time employees shall earn vacation allowances for any month in which they receive compensation for more than one hundred twenty (120) hours of work.

Section 5.2 Vacation Pay.

The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation. Employees who submit a written request at least fifteen (15) days in advance of the start of their vacation will receive, on the last day of work prior to the start of their vacation, their next regularly scheduled paycheck which would normally be paid on a day falling within their scheduled vacation; this provision shall not apply, however, to vacations of less than five (5) consecutive workdays.

Section 5.3 Scheduling and Accrual.

Employees shall be awarded vacation time by the Village in accordance with its service needs and the employee's seniority, pursuant to Department policy.

Section 5.4 Cancellation of Vacation.

Should an emergency arise at the time of vacations, any or all employee vacations may be cancelled provided that the employees' services are needed.

Section 5.5 Vacation Rights in Case of Layoff or Separation.

Any employee who is laid off for more than five (5) working days, or who retires or voluntarily quits prior to taking his vacation, shall be compensated in cash for the unused vacation he has properly accumulated but not used at the time of separation, provided the employee gives at least two (2) weeks notice in the event of retirement or resignation. Payment shall be made within thirty (30) days of separation from active employment.

Section 5.6 Seniority Definition.

For purposes of this Agreement, seniority shall be defined as an employee's length of continuous full-time service with the Village, excluding temporary service, since his last date of hire less any deductions due to layoff, leave of absence(s) without pay or other non-paid breaks in service.

If more than one person is hired on the same day, seniority preference will be established by final eligibility test score as posted on the official eligibility list by the Fire and Police Commission.

ARTICLE VI

HOLIDAYS

Section 6.1 Holidays Defined.

The following are paid holidays for eligible employees:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve (1/2 day)
- Christmas Day
- New Year's Eve (1/2 day)

Additionally, with the approval of the Police Chief or designee, employees may choose three (3) floating holidays per year. The three (3) floating holidays shall accrue at the start of the calendar year.

Section 6.2 Eligibility Requirements.

Employees on unpaid leave of absence, including workers' compensation, on the days before and after a holiday, shall not be eligible for holiday pay.

Section 6.3 Holiday Pay.

Sergeants assigned administrative functions and Detective Sergeants, receive the holiday off in lieu of holiday pay. Patrol Division Sergeants receive an additional eight (8) hours pay, whether or not they work.

ARTICLE VII

INSURANCE

Section 7.1 Insurance Coverage.

The Village shall continue to make available to full-time employees and their dependents group health and hospitalization insurance coverage and benefits. Further, the Village shall offer full-time employees the option of coverage under a Health Maintenance Organization (HMO) selected by the Village which offers substantially similar health and hospitalization coverage and benefits as provided under the group insurance plan.

Section 7.2 Cost.

The Village will pay eighty-five (85%) percent of the cost of the premiums for full-time employees' individual health and hospitalization insurance. For dependent group health and hospitalization insurance, the Village will pay eighty-five (85%) percent of the cost of premiums. The aforementioned contributions are based on the cost of the insurance option utilized by the employee. The deductible for the Village's indemnity plan shall be \$300 for single coverage and \$600 for family coverage.

Section 7.3 Cost Containment.

The Village reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially similar. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, preadmission and continuing admission review, prohibition on weekend admissions except in emergency situations, preferred provider option, and mandatory out-patient elective surgery for certain designated surgical procedures. Employees will be given advance notice of any such cost containment measures before they are instituted.

Section 7.4 Life Insurance.

The Village shall provide to full-time employees, at no cost to the employee, life insurance coverage equal to twice the employee's annual base salary.

Section 7.5 Right to Change Insurance Carriers.

The Village retains the right to select and change insurance carriers for employee insurance or otherwise provide for coverage as long as the level of benefits remains relatively equal. Before making any changes in deductibles, co-payments or any changes in benefits beyond the limitation set forth above, the Village must first negotiate with the Committee.

Section 7.6 Dental Insurance.

The Village shall make available to full-time employees and their dependents dental insurance coverage. The Village will pay 100% of the cost of premium for full-time employees individual dental premium. Employees electing family dental coverage will pay 100% of the premium above the individual rate. The Village retains the right to select and change insurance carriers and institute cost containment measures. Employees will be given advanced notice of any such cost containment measures before they are instituted.

Section 7.7 Terms of Insurance Policies to Govern.

The extent of coverage under the insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies. Any questions or disputes concerning said insurance policies or benefits thereunder 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 employee.

ARTICLE VIII

GRIEVANCE PROCEDURE

Section 8.1 Definition.

A grievance is defined as a complaint arising under and during the term of this Agreement raised by an employee or the Union against the Village that there has been an alleged violation, misinterpretation or misapplication of an express provision of this Agreement, except that any dispute concerning a matter or issue subject to the jurisdiction of the Bensenville Board of Fire and Police Commission shall not be considered a grievance under this Agreement.

Section 8.2 Procedure.

If the Union or an Officer covered by this Agreement has a grievance concerning the interpretation or application of the express terms of this Agreement, the grievance shall be processed as follows:

Step 1: Written to Police Chief or designee.

If the Union or an officer has a grievance, it shall be submitted in writing to the Police Chief or designee within seven (7) calendar days after the first event giving rise to the grievance. A meeting between the Police Chief or designee and the Officer or the Union representative will be held at a mutually agreeable time. If no settlement is reached at such meeting, the Police Chief or designee shall provide a written response within seven (7) days of the meeting.

Step 2: Appeal to Public Safety Director.

If the grievance is not settled at Step 1, the Union or the Officer may submit a written appeal to the Public Safety Director within seven (7) days after receipt of the Step 1 answer or within seven (7) days of when the answer in Step 1 was due. A meeting between the Public Safety Director, or the Public Safety Director's designee, and the Officer and the Union representative will be held at a mutually agreeable time. If no settlement is reached at such meeting, the Public Safety Director, or the Public Safety Director's designee, shall provide a written response within ten (10) days of the meeting.

Step 3: Appeal to Village Manager.

If the grievance is not settled at Step 2, the Union or the Officer may submit a written appeal to the Village Manager within seven (7) days after receipt of the Step 2 answer or within seven (7) days of when the answer in Step 2 was due. A meeting between the Village Manager, or the Village Manager's designee, and the Officer and the Union will be held at a mutually agreeable time. If no settlement is reached at such meeting, the Village Manager, or the Village Manager's designee, shall provide a written response within ten (10) days of the meeting.

Step 4: If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, within fourteen (14) calendar days of receipt of the Employer's written answer as provided to the Union at Step 3 or within fourteen (14) calendar days of when the Employer's answer in Step 3 was due. The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said seven (7) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who are all members of the National Academy of Arbitrators and who reside in Illinois. Any fee for requesting such panel shall be paid by the party requesting arbitration. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. The Employer and the Union shall alternately strike names from the panel, with the party requesting arbitration striking first. The person remaining shall be the arbitrator.

No grievance shall be entertained or processed unless it is filed within the time limits set forth above. If a grievance is not appealed within the time limits set forth above, it shall be considered settled on the basis of the last answer provided by the Village. If the Village fails to provide an answer within the time limits set forth above, the grievance may be appealed to the next step. The parties may mutually agree in writing to extend any time limits set forth in this Article.

ARTICLE IX

GENERAL PROVISIONS

Section 9.1 Outside Employment.

An employee shall not undertake, contract for or accept anything of value in return for services, nor shall he otherwise be self-employed for remuneration, nor shall he be employed for remuneration by employers other than the Village, except with the approval of the Chief of Police

or designee. Any person who wants such approval must make written application to the Chief of Police or designee; approval may be granted only when it appears that such activity will not interfere with the performance of Village duties, impair the usefulness of the employee, or conflict with the mission, goals or objectives of the Village. The Chief of Police or designee must respond to an application within a reasonable time. Once granted, permission for such outside activity may be revoked by the Chief of Police or designee where it appears to the Chief of Police or designee that such activity interferes with the performance of Village duties, impairs the usefulness of the employee, or conflicts with the mission, goals or objectives of the Village. The Chief of Police or designee must state in writing to the employee his specific reasons for a denial or revocation of permission for outside employment.

Section 9.2 Application of Agreement to MEG Unit and Other Special Assignment Employees.

Notwithstanding anything to the contrary in this Agreement, officers who are assigned to the Metropolitan Enforcement Group ("MEG") or to any other governmental or inter-governmental agency having an independent law enforcement authority or basis of jurisdiction, shall be subject for the duration of such assignment to the practices, policies, procedures and directives which are generally applicable to officers assigned to that agency or which are applied pursuant to the authority of the other governmental entity, even though such practices, policies, procedures and directives may be inconsistent or in conflict with the provisions of this Agreement. The application of such practices, policies, procedures and directives shall not be subject to the grievance and arbitration procedures of this Agreement. Without in any way limiting the generality of the foregoing, the practices, policies, procedures and directives of MEG applicable to hours of work and overtime shall be deemed to supersede inconsistent or contrary provisions of Article III of this Agreement. Wages, insurance or other direct economic benefits shall continue to be governed by the terms of this Agreement.

Section 9.3 Job Related Training and Education Programs.

The Villa encourages employees to continue their education and improve their job related skills. The Village provides a Tuition Reimbursement Program for regular full-time employees who have successfully completed their introductory/probationary period. The employee must be in good standing with the Village, meaning the employee must, at a minimum, meet performance expectations as verified by the supervisor, and have no performance or disciplinary actions pending.

All requests for attendance at seminars, schools, or enrollment in outside formal educational programs for which the employee desires financial reimbursement are subject to the approval of the Department Head and Village Manager. Village requirements for course reimbursements shall be predicated on the attainment of a grade of B or better (or Pass, in those instances where applicable). **All class attendance and class work will take place during non-work hours.**

Participation in the Tuition Reimbursement Program will be determined by availability of funds in the Tuition Reimbursement budget. Qualifying tuition reimbursement shall not exceed the tuition and fees charged by Northern Illinois University (NIU) for the equivalent coursework. Employees are not restricted to enroll in programs based on cost; however

tuition and fees in excess of the equivalent coursework at NIU are not eligible for reimbursement by the Village.

Reimbursement for degree programs is a major investment made by the Village in the development of a particular employee. The courses must be designed to maintain or improve the skills required of the employee in his/her current job assignment or they must be necessary to meet express requirement of the Village. It follows that the employee must continue working for the Village for some period of time in order to qualify for this reimbursement. Accordingly, before such a program will be approved, the employee must sign a written agreement to reimburse the Village for 100% of the degree program cost paid by the Village on the employee's behalf for any semester (or applicable unit) if the employee leaves Village within **two (2) years** of the end of the semester (or applicable unit).

Section 9.4 Uniform Allowance.

Sergeants shall receive a uniform allowance of \$600.00. The uniform allowance also may be used for the purchase of any items contained on the list attached as Appendix B, as it may be changed from time to time, provided:

1. The Police Chief or his designee determines that an employee's clothing or equipment is damaged beyond repair through causes other than negligence of the employee; or
2. The Police Chief or his designee determines that an employee's clothing or equipment is worn and in need of replacement because of ordinary wear and tear; or
3. The Police Chief or his designee specifies new or additional items of uniform clothing and personal equipment.

Non-uniformed sworn personnel shall receive a clothing allowance of \$800.00 per fiscal year payable in two equal installments in May and November. Officers are responsible for all taxes.

Section 9.5 Body Armor

The Village agrees to provide each covered employee with body armor (vest) and to replace the same as recommended by the manufacturer.

Section 9.6 Drug Testing.

The Police Chief or his designee may require an employee to submit immediately to a urine and/or blood test where there is reasonable, individualized suspicion of improper drug or alcohol use. This includes, but is not limited to, direct observation, indirect observation, symptoms of drug or alcohol use, information pertaining to an employee's use of drugs or alcohol or any other means of reasonable individualized suspicion. Upon request, the Village shall provide an employee who is ordered to submit to any such test with a written statement of the basis for the Village's reasonable suspicion within seventy-two (72) hours of when the test is administered. The Village may also engage in random testing to the extent permitted by law. Employees may be randomly tested no more than two (2) times per calendar year unless otherwise specified by this Agreement. The Village also

reserves the right to require a drug/alcohol test of all applicants seeking to be transferred into the bargaining unit.

13

The Village shall use laboratories which are certified by the State of Illinois pursuant to the Illinois Clinical Laboratory Act or that meet the accreditation requirements of the National Institute of Drug Abuse (NIDA) to perform drug and/or alcohol testing for such testing and shall be responsible for maintaining the identity and integrity of the sample. Prior to the test, employees shall identify any prescription drugs which they may have taken recently, and the approximate time and dosage taken. Any positive test results which are attributable to prescription drugs taken in accordance with a physician's prescription and instructions shall not be used in any manner adverse to the employee. The passing of urine will not be directly witnessed unless there is reasonable suspicion to believe that the employee may tamper with the testing procedure. If the first test results in a positive finding, a GC/MS (gas chromatography mass spectrometry) confirmatory test shall be conducted. An initial positive screening test shall not be submitted to the Village; only GC/MS confirmatory test results will be reported to the Village. If the Village, contrary to the foregoing, receives the results of a positive first test which is not confirmed as provided above, such information shall not be used in any manner adverse to the employee. Within two (2) days of receipt, the Village shall provide an employee with a copy of any test results which the Village received with respect to such employee. The Village shall be liable for the costs of any tests conducted at the Village's direction.

Test results will be confidential and use of these results shall be only for purposes established by this contract or for other lawful purposes. A portion of the test sample, if positive, shall be retained by the laboratory for six (6) months so that the employee may arrange for another confirmatory test (GC/MS) to be conducted by a laboratory certified by the State of Illinois pursuant to the Illinois Clinical Laboratory Act or that meets the accreditation requirements of the National Institute of Drug Abuse (NIDA) to perform drug and/or alcohol testing of the employee's choosing and at the employee's expense. Once the portion of the tested sample leaves the clinical laboratory selected by the Village, the Village shall not be responsible for monitoring the proper chain of custody for said portion of the tested sample.

The following initial immunoassay test cutoff levels shall be used when screening specimens to determine whether they are negative for the five (5) drugs or classes of drugs:

	<u>Initial Test Level</u>
Marijuana metabolites	100 ng/ml
Cocaine metabolites	300 ng/ml
Opiate metabolites	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1000 ng/ml

All specimens identified as positive on the initial screening test shall be confirmed using GC/MS techniques at the cutoff levels listed below.

	<u>Confirmatory Test Level</u>
Marijuana metabolites*	15 ng/ml
Cocaine metabolites**	150 ng/ml
Opiates:	

Morphine	300 ng/ml
Codeine	300 ng/ml

14

Phencyclidine	25 ng/ml
Amphetamines	
Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml
* Delta-9-tetrahydrocannabinol-9-carboxylic acid	
** Benzoyllecgonine	

Any tests for other prescription or illegal drugs shall use the screening test cut-off levels and the confirmatory GC/MS test cut-off levels for such drugs established by the testing laboratory selected by the Village in accordance with NIDA standards, if any.

The use, sale, possession, purchase or delivery of illegal drugs at any time (on or off the job) while employed by the Village (except as required in the line of duty), abuse of prescribed drugs, failure to report to supervisors any known adverse side effects of medication or prescription drugs that the employee may be taking, consumption or possession of alcohol while on duty (except as required in the line of duty), or being under the influence of alcohol while on duty (which shall be defined as a blood alcohol level of more than .05%) shall be cause for discipline, including termination. (NOTE: The foregoing standard shall not preclude the Village from attempting to show that test results below .05% (blood alcohol level) demonstrate that the employee was or would be unable to properly perform his or her job duties, but the Village shall bear the burden of proof in such cases.) The Village recognizes there may be situations in which an employee tests positive for illegal drugs or alcohol, but disciplinary action would not be in the interest of the employee or the Village and instead the employee may be placed on rehabilitation in these situations.

Voluntary requests for assistance with drug and/or alcohol problems (i.e., where no test has previously been given pursuant to the foregoing provisions) shall be held strictly confidential. An employee voluntarily seeking assistance shall not be disciplined (except for failure to fulfill obligations under an employee assistance/treatment program), but may be subject to random testing during and for one (1) year following successful completion of an employee assistance/treatment program. The Village's obligation to pay for treatment for alcohol/substance abuse shall be limited to services provided by the Village's medical insurance plan in which the employee is enrolled. An employee will be allowed to use all accrued sick leave, vacation and compensatory time off while attending a treatment program, and will be granted an unpaid leave of absence to complete such program after exhausting such paid time off. All matters concerning discipline and discharge are governed by the rules of the Board of Fire and Police Commissioners.

Section 9.7 Fitness Examinations.

If there is any question concerning an employee's fitness for duty, the Police Chief or designee may require, at the Village's expense, that the employee have an examination by a qualified and licensed physician or other appropriate medical professional selected by the Village. The Village may also require all employees to take a complete exam once a year. This exam will be paid for by the Village. Also, the employee may obtain a second opinion from the physician of his choice at the Village's

expense. If the second opinion is different from the first physician's, then a third opinion shall be obtained from a physician of mutual choice by the Village and employee.

15

The third opinion will be paid for by the Village. If two-thirds of the physicians determine that an employee is not fit to perform his assigned duty, the employee shall be eligible to return to sick leave, worker's compensation leave or to go on an unpaid leave of absence or retire as applicable under the circumstances. The exam shall be conducted no later than 14 days from the date of notice.

Section 9.8 Disability Pension

Should any member of the bargaining unit be disabled as a result of the performance of his/her duties as a Public Safety Officer, he/she shall be entitled to police pension benefits pursuant to Illinois statute.

ARTICLE X

WAGES

Section 10.1 Base Wages.

Base wages are set forth on Wage Schedule attached to this Agreement on Appendix A. Effective May 1, 2012 an additional Step 5 is added (representing a 3% increase). May 1, 2012 – 2% increase, May 1, 2013 – 2% increase and May 1, 2014 – 2% increase.

Section 10.2 Administration of Wage Schedule.

Officers shall start at Step 1 of the pay plan upon the effective date of their promotion. Subject to satisfactory performance as provided in the Paragraph below, officers shall advance one step (from Step 1 to 2, 2 to 3 and 3 to 4) on May 1 provided the sergeant has been at their current step for at least six (6) full months prior to May 1.

The Village reserves the right to freeze an officer's pay and/or step placement for unsatisfactory performance and not grant a general wage increase or an automatic step increase. In April of each year, the Chief of Police (or a Deputy Chief acting in his or her stead) shall review all Sergeants performance and discipline records and determine if any Sergeant should be frozen at his current pay and/or step. In the event a Sergeant is frozen at his current pay and/or step, his performance and discipline will be reviewed semi-annually by the Chief of Police (or a Deputy Chief acting in his or her stead) to determine if the freeze will remain in effect. Unsatisfactory performance would fall into one of the three following categories:

1. Repeated discipline violations which in the judgment of the Chief of Police or designee cannot be corrected by suspension or re-instruction.
2. Substandard work performance which, in the judgment of the Chief of Police or designee, cannot be corrected by suspension or re-instruction.

3. A leave of absence of six (6) calendar months or more (except for a leave due to a duty-related injury or illness) shall result in a wage freeze at the individual's current pay or step, provided, however, that such freeze shall be lifted and general wage and/or step increases shall be granted prospectively upon an officer's return to active duty for at least one (1) month or more.

16

The Village will not exercise its authority under this Section to freeze an officer's pay and/or step for arbitrary or capricious reasons, and any dispute regarding the Village's decision-making in this regard may be grieved under Article VIII, and, if unresolved at Step 1, 2 or 3, arbitrated under an arbitrary and capricious standard of review.

ARTICLE XI

NO STRIKE-NO LOCKOUT

Section 11.1 No Strike.

Neither the Committee nor any officers, agents or employees will authorize, instigate, promote, sponsor, aid, engage in, or condone any strike, sympathy strike, secondary boycott, slowdown, sitdown, stoppage of work, concerted refusal to perform overtime, mass resignation, mass absenteeism, picketing or any other intentional interruption of the operations of the Village, regardless of the reason for so doing. Any violation of this Section shall be just cause for discipline, up to and including discharge. The failure to impose a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 11.2 No Lockout.

The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Committee, so long as there is no violation of Section 11.1, No Strike.

ARTICLE XII

MANAGEMENT RIGHTS

Except as specifically 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 the operations and services of the Village; to determine the Village's mission, objectives, policies and budget and to determine and set all standards of service offered to the public; to supervise and direct employees and their activities as related to the conduct of Village affairs; to schedule and assign work; to assign or to transfer employees within the Village; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to layoff 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; to make and enforce reasonable rules and regulations; to discipline, suspend and discharge employees for just cause (probationary

employees without cause); to change or eliminate existing methods, equipment or facilities; and to take any and all actions as may be necessary to carry out the mission of the Village in situations of civil emergency conditions as may be declared by the President of the Board of Trustees or the Village Manager, which actions may include the suspension of the provisions of this Agreement provided that wage rates and monetary benefits shall not be suspended

17

and providing that all provisions of this Agreement shall be immediately reinstated once a civil emergency condition ceases to exist.

No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

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.

The parties recognize that the Police and Fire Commission of the Village of Bensenville has certain statutory authority over employees covered by this Agreement, including but not limited to the right to make, alter and enforce rules and regulations. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Police and Fire Commission.

ARTICLE XIII

SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, is or shall at any time be contrary to or unauthorized by law, or modified or affected by the subsequent enactment of law, or held invalid and unenforceable by operation of law or by any board, agency, or court of competent jurisdiction, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law; provided that in such event all other provisions of this Agreement shall continue in effect. In such event, the Village and the Committee agree to promptly begin negotiations on a substitute for the invalidated article, section, or portion thereof.

If there is any conflict between the provisions of this Agreement and any legal obligations or affirmative action requirements imposed on the Village by federal or state law, such legal obligations or affirmative action requirements thus imposed shall be controlling.

ARTICLE XIV

ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in the Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understandings and 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 Committee, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement. It is understood that the Village may exercise its management rights consistent with Article XII of this Agreement.

ARTICLE XV
TERMINATION

This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2015. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no less than sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date; this Agreement shall remain in full force and effect during the period of negotiations and until termination of this Agreement after proper notice is provided in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____ 2012.

TEAMSTERS LOCAL #714,

For the VILLAGE OF BEN ENVILLE

LAW ENFORCEMENT DIVISION:

William Logan

Business Representative

APPENDIX A
WAGE SCHEDULE

Note: The schedule below reflects a 2% basic increase 5/1/012.

Plus a new Step 5

Step	Current	5/1/2012	5/1/2013	5/1/2014
1	80,669.60	82,282.99	83,928.65	85,607.22
2	83,547.42	85,218.37	86,922.74	88,661.19
3	86,860.93	88,598.15	90,370.11	92,177.51
4	90,179.59	91,983.18	93,822.85	95,699.30
5	N/A	94,742.68	96,637.53	98,570.28

APPENDIX B
UNIFORM ITEMS

Furnished at time of Initial Employment:

- 2 badges
- 1 hat shield
- 2 nameplates 1 hat band
- 1 metal ticket book holder
- 1 radio strap
- 1 radio holder
- 1 portable radio battery
- 1 station key 1 tie bar
- 1 wallet badge and badge wallet
- 4 long sleeve uniform shirts
- 4 short sleeve uniform shirts
- 4 uniform pants
- 2 ties
- 1 pair shoes or boots
- 1 uniform hat 1 winter hat
- 1 raincoat and hat cover
- 1 uniform jacket 1 garrison belt

Items able to be purchased with uniform allowance after one year of employment:

- All above listed equipment
- Metal clip board
- Basket weave leather goods*
- Nightstick PR24* Black turtleneck
- Knife (folding type) Handcuffs*
- Uniform sweater Bullet proof vest
- cover
- Black gloves
- Flashlight

* Required items which may only be replaced with uniform allowance

APPENDIX C WELLNESS

In an effort to promote wellness and fitness, as well support our inter-governmental partner; Sergeants will be eligible to receive an annual single membership to the Bensenville Park District Deer Grove Leisure Center. This provision would end if the Village builds a new facility which includes a workout center.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF A LABOR-MANAGEMENT
UNION CONTRACT AGREEMENT BETWEEN THE VILLAGE OF BENSENVILLE
AND TEAMSTERS LOCAL #700 – LAW ENFORCEMENT DIVISION
FOR MAY 1, 2012 – APRIL 30, 2015.**

WHEREAS, the VILLAGE OF BENSENVILLE (hereinafter “VILLAGE”) is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, the VILLAGE is empowered to make all agreements, contracts, and engagements and to undertake other acts as necessary in the exercise of its statutory powers; and

WHEREAS, the current labor contract with Teamsters Local #700 – Law Enforcement Division expired on May 1, 2012; and

WHEREAS, the VILLAGE has negotiated in good faith with Teamsters Local #700 – Law Enforcement Division;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, as follows:

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof as if fully set forth.

SECTION TWO: The Village President and Board of Trustees hereby approve and authorize the execution of the labor contract attached hereto and incorporated herein by reference as Exhibit “A,” for the term of May 1, 2012 through April 30, 2015.

SECTION FOUR: This Resolution shall take effect immediately upon its passage and approval as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 12th day of June, 2012.

APPROVED:

Frank Soto, Village President

ATTEST:

Village Clerk

Ayes: _____

Nays: _____

Absent: _____

TYPE: Resolution **SUBMITTED BY:** Chief Frank Kosman **DATE:** 6/6/12

DESCRIPTION: Resolution to Approve an Intergovernmental Agreement between the Village of Bensenville and Bensenville Elementary School District No. 2 to Assign a School Resource Officer to the District for the 2012-2013 School Year.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

<input checked="" type="checkbox"/>	<i>Financially Sound Village</i>	<input type="checkbox"/>	<i>Enrich the lives of Residents</i>
<input type="checkbox"/>	<i>Quality Customer Oriented Services</i>	<input type="checkbox"/>	<i>Major Business/Corporate Center</i>
<input checked="" type="checkbox"/>	<i>Safe and Beautiful Village</i>	<input type="checkbox"/>	<i>Vibrant Major Corridors</i>

COMMITTEE ACTION: N/A (On Manager's Report)

DATE: N/A

BACKGROUND

Bensenville School District #2 will be meeting in reference to the attached intergovernmental agreement with the Village for having a school resource officer assigned to the district for the upcoming school year. The intergovernmental agreement is the same as last year's except that the personnel costs have been updated. I have attached a job description for the school resource officer to explain the purpose of the position and the officer's duties.

KEY ISSUES:

In summary, the intergovernmental agreement includes the following provisions:

- The agreement would be for one year and could be cancelled by either party with a 60-day notice.
- The officer would be assigned as the resource officer for the School District for days that the schools are in session or about 179 days per year.
- In total, District 2's reimbursement cost to the Village is \$75,773 for the upcoming school year.

ALTERNATIVES:

1. Approve a Resolution to Authorize the Intergovernmental Agreement.
2. Discretion of the Board.

RECOMMENDATION:

The school and the police department have been satisfied with the Officer Kevin Banks' performance in this role these past 4 years. Both staffs recommend that he fill this position for the upcoming school year.

BUDGET IMPACT:

When not assigned to the school, the officer would be assigned to either patrol or investigations depending on what best met the needs of the department at that time. The position was included in this fiscal year's budget. The annual salary and benefits of the school resource officer is \$100,982. At 70%, the school will reimburse the Village for \$70,687. The annual equipment cost is \$6,666 and the uniform cost is \$600. The 70% school reimbursement for those costs is another \$5,086. The total reimbursement is \$75,773.

ACTION REQUIRED:

Approval of a resolution authorizing the Village President to execute the Intergovernmental agreement.



Village of Bensenville Police Department

100 N. Church Road
Bensenville, IL. 60106
Ph (630) 350-3455 Fax (630) 350-0855

Job Title: School Resource Officer (District 2)

Job Purpose:

Coordinate a collaborative effort between the Village of Bensenville, School District 2, and the Police Department to provide a safe and secure educational environment in the District 2 school system.

Job Context:

The officer will work in a cooperative effort with District administration, principals, assistant principals, counselors, and other staff with a prevention orientation to promote a positive learning environment and foster positive relationships with students and employees. The officer will serve as law enforcement related resource for school staff, students, and their families.

The School Resource officer also assists in protecting the school districts campus and the persons using their facilities. Therefore, the school resource officer's work involves an element of personal danger and the authority to use deadly force.

Reports to: Detective Commander but will work in a cooperative effort with the school district staff. The Resource officer will report conflicts in direction to both the school's principal and the detective commander. They will be resolved through consultation between the school district and the police department.

Supervises: No supervisory responsibility

Job Duties:

- To protect lives and property for the citizens and public school students.
- To enforce federal, state and local laws and ordinances, and to assist school officials with the enforcement of District 2 policies and administrative regulations regarding student conduct.
- To investigate criminal activity committed on or adjacent to school property.

- To counsel students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the principal or the principal's designee or by the students' parents.
- To answer questions that students may have about criminal or juvenile law.
- To assist other law enforcement officers with outside investigations concerning students attending the school to which the school resource officer is assigned.
- To provide security for special school events or functions, such as dances, at the request of the principal.
- To reaffirm their roles as law enforcement officers by wearing their uniforms, unless doing so would be inappropriate for scheduled school activities.
- To develop expertise in presenting various crime-related subjects and make presentations on the topics at the request of school staff.
- To foster positive relationships with students.
- To complete reports in a timely manner.

Knowledge, Skills, and Abilities:

- Knowledge of federal and state laws and local ordinances especially those related to youth.
- Knowledge of Village policies, geography, buildings, street systems, and special areas requiring pre-crime knowledge or special crime prevention techniques.
- Knowledge of the behavior of criminals and juvenile delinquency their causes.
- Knowledge of Village department functions.
- Knowledge of available community resources.
- Ability to analyze situation and to act quickly, calmly, and effectively under emergency and other stressful circumstances.
- Ability to establish and maintain effective working relationships with other employees, officials, and the general public.
- Ability to communicate effectively both orally and in writing.
- Ability to understand and empathize with youth and their problems and concerns.
- Ability to resolve conflict
- Excellent problem solving skills
- Sound judgment and decision making skills
- Self-motivated and able to work with minimal supervision
- Ability to perform public speaking
- Excellent attendance record
- Adaptability and flexible with ability to interact effectively and productively with police department and school staff, students, and their parents

RESOLUTION NO. R-

**AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF BENSENVILLE AND BENSENVILLE ELEMENTARY SCHOOL
DISTRICT No. 2**

BE IT RESOLVED by the President and Board of Trustees of the Village of Bensenville, Counties of Du Page and Cook, Illinois, as follows:

That the Village President is authorized to execute and the Village Clerk or Deputy Clerk to attest to an intergovernmental agreement, as attached hereto, between the Village of Bensenville and the Bensenville Elementary School District No. 2 for the assignment of one police officer to the School District 2 schools during the 2012/2013 school year.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this _____ day of June, 2012.

APPROVED:

Frank Soto
Village President

ATTEST:

Susan Janowiak
Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN
THE VILLAGE OF BENSENVILLE AND BENSENVILLE
ELEMENTARY SCHOOL DISTRICT No. 2

This agreement is made and entered into this _____ day of _____, 2012, by and between the VILLAGE OF BENSENVILLE, DuPage and Cook Counties, Illinois (“the Village”), and the BOARD OF EDUCATION OF BENSENVILLE ELEMENTARY SCHOOL DISTRICT NO. 2, DuPage County, Illinois (“the School District”).

WITNESSETH:

WHEREAS, Article VII, Section 10 of the Illinois Constitution provides that units of local government and school districts may contract to share services through intergovernmental agreements; and

WHEREAS, the Illinois Intergovernmental Cooperation Act (5/ILCS 220/1, et seq.) provides that public agencies may share powers through intergovernmental agreements; and

WHEREAS, the Village is a unit of local government (as defined in Article VII, Section 10 of the Illinois Constitution) and a public agency (as defined in Section 2 of the Illinois Intergovernmental Cooperation Act), and the School District is a school district (as identified in Article VII, Section 10 of the Illinois Constitution) and a public agency (as defined in Section 2 of the Illinois Intergovernmental Cooperation Act); and

WHEREAS, the School District desires to have a police officer (hereinafter referred to as a “Resource Officer”) posted at the School District’s schools during the school year; and

WHEREAS, the Village has determined it to be appropriate to provide the services of a Resource Officer at the School District’s schools;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Village and School District agree as follows:

1. Payment:

- a. The School District hereby agrees to reimburse the Village for 70% of the annual salary and benefits of one Resource Officer, and the School District hereby agrees to reimburse the Village for 70% of the annual equipment costs of one Resource Officer, as itemized in attached Exhibit A. The annual salary, benefits, and equipment costs hereinafter are collectively referred to as “Annual Costs.”

- b. The School District agrees to submit payment for its reimbursement obligations relating to Annual Costs, as follows: During each school year, said payment for the school year shall be made in advance, in four equal installments, on September 1, November 1, January 1, and March 1.
 - c. In addition, the School District hereby agrees to reimburse the Village for the following additional expenditures, as itemized in the attached Exhibit B: (1) 70% of the cost of the Resource Officer's annual uniform allowance. Uniform costs are hereinafter referred to as "Additional Expenditures."
 - d. Additional Expenditures shall be invoiced to the School District by the Village. Upon receipt by the School District of an invoice for an Additional Expenditure, the School District shall reimburse the Village within 30 (thirty) days of receipt of said invoice.
- 2. SERVICES: The Village shall assign one Resource Officer to the School District's schools during the scheduled school year. The Resource Officer shall be assigned to the School District's schools from 9:00 AM until 5:00 PM on all days of student attendance and three additional in-service days, for a total of 179 days. If the School District needs the Resource Officer adjust his or her hours to meet a specific need such as to testify at student discipline or expulsion hearings, the Resource Officer's hours shall be adjusted accordingly. There shall be no additional charge to the School District for the change.
- 3. INDEMNIFICATION:
 - a. The Village agrees to indemnify, defend, and hold harmless the School District and its board members, employees, volunteers, and agents, from and against any claims, demands, complaints, judgments, fines, damages, penalties, liabilities, costs and expenses (including reasonable attorney fees), arising from or caused by, in whole or in part, the intentional or negligent acts or omissions of the Village or the Resource Officer or any other employee, volunteer or agent of the Village, except to the extent that such claims, demands, complaints, judgments, fines, damages, penalties, liabilities, costs and/or expenses arise from or are caused by the intentional or negligent acts or omissions of the School District or its employees, volunteers or agents.
 - b. The School District agrees to indemnify, defend, and hold harmless the Village and its board members, employees, volunteers, and agents, from and against any claims, demands, complaints, judgments, fines, damages, penalties, liabilities, costs and expenses (including reasonable attorney fees), arising from or caused by, in whole or in part, the intentional or negligent acts or omissions of the School District or any other employee, volunteer or agent of the School District, except to the extent that such claims, demands, complaints, judgments, fines, damages, penalties, liabilities, costs and/or expenses arise from or are caused by the intentional or negligent acts or omissions of the Village or the Resource Officer or any other employee, volunteer or agent of the Village.
 - c. The Village and the School District are not limiting or waiving any rights or available defenses, including those under the Tort Immunity Act.

4. **PURPOSE/EMPLOYMENT:** The overall purpose of the Resource Officer shall be to assist other school officials in maintaining a proper educational environment for the School District's students. However, the Resource Officer is and shall remain an employee of the Village, and shall be supervised through the Police Department. All activities of the Resource Officer shall be undertaken as an employee of the Village, pursuant to all applicable laws and Police Department rules and regulations.
5. **ADDITIONAL SERVICES:** The posting of a Resource Officer does not relieve the Village from providing such police protection or police services as may be necessary from time to time in exercise of its police power for protection of health, safety, and welfare of the public.
6. **ENTIRE AGREEMENT:** This instrument contains the entire Agreement between the parties, and no statements, promises, or inducements made by either party that is not contained within the body of this written Agreement shall be valid or binding; and this Agreement may not be modified or amended, except in writing signed by the parties and endorsed hereon.
7. **NOTICES:** For purposes of notice, the addresses of the parties are as follows:

If to the Village: Village Manager
 Village of Bensenville
 12 S. Center St.
 Bensenville, IL 60106

With copies to: Chief of Police
 Bensenville Police Department
 100 N. Church Rd.
 Bensenville, IL 60106

If to the School District: Superintendent
 Bensenville Elementary School
 District No. 2
 210 S. Church Rd..
 Bensenville, IL 60106

With Copies to: Dawn M. Hinkle
 Canna and Canna, Ltd.
 10703 West 159th St.
 Orland Park, IL 60467

8. **GOVERNING LAW:** It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Illinois, both as to interpretation and performance.
9. **SEVERABILITY:** It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the State of Illinois, the validity of the remaining portion

or provisions shall not be affected and the rights and obligations of the parties shall be enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

10. EFFECTIVE DATE/TERMINATION: This Agreement shall take effect on the _____ day of _____, 2012, and shall continue in force and govern all transactions between the parties hereto for one (1) year or until cancelled or terminated by either party; but it is agreed that either party shall have the privilege to cancel and annul this Agreement for any reason or no reason sixty (60) days after providing the other party by written notice by registered mail or personal delivery of notice to the other party evidencing the intention to terminate this Agreement.

IN WITNESS WHEREOF, the Village and the School District have caused this Agreement to duly executed on the dates set forth below.

VILLAGE OF BENSENVILLE

BY: _____ DATE: _____
Village President, Frank Soto

Attest:

Village Clerk, Susan Janowiak

BOARD OF EDUCATION OF BENSENVILLE
ELEMENTARY SCHOOL DISTRICT NO. 2

BY: _____ DATE: _____

ATTEST:

EXHIBIT A

COST OF RESOURCE OFFICER

2011-2012 Annual Salary and Benefits of Resource Officer - \$100,982

70% of Annual Salary and Benefits of Resource officer - \$70,687

2011-2012 Annual Equipment Cost (squad car) of Resource Officer - \$6666

70% of Equipment Cost for Resource Officer - \$4,666

EXHIBIT B

ADDITIONAL EXPENDITURES FOR RESOURCE OFFICER

2011 –2012 Uniform Cost for Resource Officer - \$600

70% of Uniform Cost for Resource Officer: \$420