

11-20-07

OFCS CONTRACT
2006 to 2010

VILLAGE OF BENSENVILLE

AND

METROPOLITAN ALLIANCE OF POLICE
BENSENVILLE POLICE CHAPTER #165

EFFECTIVE

MAY 1, 2006 THROUGH APRIL 30, 2010

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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 Memorandum of 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, 2006.

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 1/2) 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 compensatory time up to sixty (60) hours in a fiscal year. Each covered employee may carry over accrued compensatory time to the following year, up to a maximum of twenty (20) hours. Compensatory time is defined as overtime at a pay rate of one and one-half (1½) times the regular rate.

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 one and one-half (1 ½) hours pay, 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 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.

Additionally, with the approval of the Police Chief, employees may choose two (2) 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 two (2) floating holidays shall accrue at the start of the calendar year.

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 the 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 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. 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 and 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 new employee shall reside within twenty-five (25) miles from the intersection of York Road and Green Street in the Village.

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.

ARTICLE XI WAGES

Section 11.1 Wages

Base wages to take effect on May 1, 2006, May 1, 2007, May 1, 2008, and May 1, 2009 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.

The Appendix reflects a \$1,500 equity adjustment and 3% basic increase on 5/1/06, a \$500 equity adjustment and 3% basic increase on 5/1/07, a \$500 equity adjustment and 3% basic increase on 5/1/08 and a 3% basic increase on 5/1/09.

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. Sworn personnel (outside of detectives) shall receive a uniform allowance of \$500.00 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 \$700 per fiscal year, payable \$350 in May and \$350 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

When a full-time employee is enrolled in an accredited university, college or adult education program and the course and/or degree program being undertaken is related to his duties with the Village, the following reimbursement plan shall apply when prior written approval for such reimbursement has been received from the Police Chief and the Village Manager. Such approval may be refused at the Manager's discretion.

The Village, upon receiving a payment receipt consistent with the requirements of this Section, shall reimburse the employee at the rate of one hundred percent (100%) of tuition and fees for each course completed with a grade of "C" or above, or pass in pass-fail courses. There shall be no reimbursement for grades below "C."

Mileage, lodging and other incidental expenses will not be reimbursed; only tuition, fees and books are subject to reimbursement. The Village will not provide reimbursement if other sources (such as scholarships, grants, etc.) have or will provide for reimbursement. The Village will base its reimbursement on the current tuition costs for an equivalent course offered at an area public university or college designated by the Village. Any employee who receives tuition and fee reimbursement from the Village must remain employed by the Village for a period of one (1) year after the date of reimbursement or will be required to pay the Village for the tuition reimbursement; such payments may be deducted from final paychecks or other monies owed to the employee by the Village.

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 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) (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

**Benzoylecggonine

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 of 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, 2010. 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 _____, 2007.

Executed this _____ day of _____, 2007, after receiving official approval by the Mayor and City Council and ratification by the Chapter's membership.

METROPOLITAN ALLIANCE OF
POLICE, BENSENVILLE CHAPTER:

Joseph Andalina
JOSEPH ANDALINA

Todd Zogelman
TODD ZOGELMAN

Brad Swanson
BRAD SWANSON

VILLAGE OF BENSENVILLE:

Wayne Ferguson

Julie Wilson
JULIE WILSON

RESOLUTION NO. R-

AUTHORIZING THE EXECUTION OF A CONTRACT BETWEEN
THE VILLAGE OF BENSENVILLE
AND
THE METROPOLITAN ALLIANCE OF POLICE - CHAPTER 165

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

That the Village Manager is authorized to execute a contract between the Village of Bensenville and the Metropolitan Alliance of Police -Chapter 165 for the period of May 1, 2006 to April 30, 2010.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, _____, 2007.

APPROVED:

John C. Geils
Village President

ATTEST:

Nicole Vinci
Deputy Village Clerk

AYES:

NAYS:

ABSENT:

APPENDIX A
WAGE SCHEDULE

Steps	Current	\$1,500 & 3%	\$500 & 3%	\$500 & 3%	3%
		FY 07	FY 08	FY 09	FY 10
1	\$45,578	\$48,490	\$50,460	\$52,489	\$54,064
2	\$47,400	\$50,367	\$52,393	\$54,480	\$56,114
3	\$50,119	\$53,168	\$55,278	\$57,451	\$59,174
4	\$52,189	\$55,300	\$57,474	\$59,713	\$61,504
5	\$54,963	\$58,157	\$60,417	\$62,744	\$64,626
6	\$59,516	\$62,846	\$65,247	\$67,719	\$69,751
7	\$64,855	\$68,346	\$70,911	\$73,553	\$75,760

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

M A P