

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**OAK LAWN POLICE SUPERVISORS' ASSOCIATION,
AFFILIATED WITH THE ILLINOIS
FRATERNAL ORDER OF POLICE LABOR COUNCIL**

AND THE

VILLAGE OF OAK LAWN, ILLINOIS

Effective January 1, 2015 and expired December 31, 2018

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AGREEMENT

BETWEEN OAK LAWN POLICE SUPERVISORS' ASSOCIATION, AFFILIATED WITH THE

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

AND THE

VILLAGE OF OAK LAWN, ILLINOIS

This Agreement is made between the Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the "Union") and the Village of Oak Lawn, Illinois (hereinafter referred to as the "Village").

WHEREAS, the Union has been certified by the Illinois Labor Relations Board as the collective bargaining agent for Sergeants and Lieutenants in the Oak Lawn Police Department; and

WHEREAS, the parties agree that Sergeants and Lieutenants in the Police Department not specifically excluded elsewhere in this Agreement are an integral part of the supervision of the Police Department; and

WHEREAS, the parties are desirous in entering into this Agreement to set forth wage, benefits and other conditions of employment and to resolve employment matters internally within the Police Department to the greatest degree possible;

NOW, THEREFORE, it is agreed as follows:

ARTICLE I

Pursuant to the certification of the Illinois State Labor Relations Board in Case No. S-RC-00-085, the Village recognizes the Illinois Fraternal Order of Police Labor Council, (Union), as the sole and exclusive collective bargaining representative with respect to wages, benefits, hours, and other conditions of employment for included: all full time sworn peace officers in the rank of Sergeants and Lieutenants employed by the Village, excluded: all other peace officers, all non-sworn employees of the Police Department or other Village employees; and all persons excluded from coverage under the Act.

ARTICLE II

Dues Checkoff and Fair Share

Section 2.1 Dues Deduction. Upon receipt of a written and signed authorization (attached as Appendix "A") from a Sergeant or Lieutenant, the Village shall deduct the amount of Union dues and initiation fee, if any, including any retroactive amounts, and any authorized increase, from such Sergeants or Lieutenant's wages, and shall remit such deductions monthly along with a payroll sheet, to the Illinois Fraternal Order of Police Labor Council at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the Village of any increase in dues, in writing, at least thirty (30) calendar days prior to its effective date.

Section 2.2 Dues. Each Sergeant or Lieutenant who on the effective date of this Agreement is a member of the Union, and each Sergeant or Lieutenant who becomes a member after that date, shall be required to pay membership dues to the Union during the term of this Agreement.

With respect to any Sergeant or Lieutenant on whose behalf the Village receives a written authorization in a form agreed upon by the Union and the Village, the Village shall deduct monthly dues and/or financial obligation uniformly required from the wages of the Sergeants and Lieutenants and shall forward the full amount to the Union by the tenth (10th) day of the month following the month in which the deductions are made. The amounts submitted to the Village by the Union. The Union must give the Village thirty (30) calendar days notice of any change in the amount of uniform dues to be deducted. Authorization for such deduction may be revoked by written notice to the Village and the Union during the fifteen (15) calendar day period prior to the expiration of this Agreement. The Village will deduct dues only for the Union and for no other organizations.

Section 2.3 Fair Share. The Union agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in *Chicago Teacher Union vs. Hudson*, 105 S.Ct. 1066 (1986), with respect to the constitutional rights of fair share fee payers.

Any current Sergeant or Lieutenant who is not a member of the union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of collective bargaining processing, contract administration in pursuing matters affecting wages, hours and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All Sergeants and Lieutenants hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth (30th) day of their hire, also be required to pay a fair share as defined above.

The Village with respect to any Sergeant or Lieutenant on whose behalf the Village has not received a written authorization as provided above, shall deduct from the wages of the Sergeant or Lieutenant, the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Union on the tenth (10th) day of the month following the month in which the deduction is made, subject only to the following:

- A. The Union has certified to the Village that the affected Sergeant or Lieutenant has been delinquent in his obligation for at least thirty (30) calendar days;
- B. The Union has certified to the Village and the affected Sergeant or Lieutenant has been notified in writing of the obligation and requirement for each provision of this Article and that the Sergeant or Lieutenant has been advised by the Union of his obligation pursuant to this Article and of the manner in which the Union has calculated the fair share fee;
- C. The Union has certified to the Village that the affected Sergeant or Lieutenant has been given a reasonable opportunity to have said objections adjudicated before an impartial arbitrator assigned by the Sergeant or Lieutenant and the Union for the purpose of determining and resolving any objections the Sergeant or Lieutenant may have to the fair share fee.

Section 2.4 Indemnification. The Union shall indemnify and hold harmless the Village, its elected representatives, officials, trustees, fiduciaries, attorneys, insurers, employees, officers, administrators, and agents from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that arise out of or by reason of any action taken, or not taken at the direction of the Union, by the Village for the purpose of complying

with the provisions of this Article, or in reliance on any written check-off authorization furnished under any of such provisions.

The Union agrees to refund to the Village any amount paid in error pursuant to the dues collection and fair share payments as specified in this Article. The Village will distribute any amount paid in error which it receives from the Union to the affected Sergeant or Lieutenant.

ARTICLE III

Section 3.1 Definition.

A "grievance" is defined as a dispute or difference of opinion raised by an employee or the Union against the Village involving an alleged violation of this Agreement, including, but not limited to, disciplinary action of more than five days, up to and including discharge taken against employee's covered by this Agreement. An employee, who has been disciplined for more than five days, shall have the right to appeal the discipline through the grievance and arbitration sections of this Article. Should the employee appeal his discipline through the Police and Fire Commission and the Police and Fire Commission increases the suspension above five days, the Employee may appeal the discipline through the arbitration process, but in so doing, will waive any and all rights the employee may have to appeal the decision of the Police and Fire Commission to the Circuit Court of Cook County.

Any discipline up to and including written reprimands (but excluding suspensions and more severe discipline) shall be removed from the employee's files after one year from the date given, and may not be used for purposes of progressive discipline, reference, or for internal use after that date. Such records may be used for other legitimate purposes, however.

Section 3.2 Grievance Procedure.

Recognizing that grievances should be raised and settled promptly, a grievance must be raised within fourteen (14) calendar days of the occurrence of the event giving rise to the grievance. Prior to any disciplinary investigation meeting and/or conference with a covered employee, the Union, shall have the right to designate one (1) Union Representative to attend such meetings or conferences, without loss of pay or benefits, in order to provide representation as set forth in this Article. The foregoing is not intended to limit the normal channels of communication within the Department. A grievance shall be processed as follows:

Step 1: Verbal to Immediate Supervisor. By discussion between the employee, accompanied by one (1) Union Representative if the employee so desires, and his/her immediate supervisor. The immediate supervisor shall answer verbally within fourteen (14) calendar days of this discussion.

Step 2: Written Grievance to Chief of Police. If the grievance is not settled in Step 1, the Union may, within fourteen (14) calendar days following receipt of the Step 1 verbal answer, file a written grievance with the Chief of Police signed by the employee, or the Union, on a grievance form provided by the Union setting forth the nature of the grievance. The Chief of Police will discuss the grievance with the aggrieved employee and the Union, within fourteen (14) days. If no agreement is reached in such discussion, the Chief of Police will give a written answer within fourteen (14) calendar days of this discussion.

Step 3: Appeal to the Village Manager. If the answer from the Chief is not acceptable, the Union may, within fourteen (14) calendar days, submit a written appeal to the Village Manager. A meeting shall be held within fourteen (14) days, between the Village

Manager, the Chief of Police and/or its designees, and Union. If no agreement is reached at the Step 3 meeting, the Village Manager shall give a written answer within fourteen (14) calendar days of the meeting.

Step 4: Final and Binding Arbitration. If the grievance is not settled in accordance with the foregoing procedure, and the grievance involves a claimed denial of any item in this Agreement, the Union may refer the grievance to arbitration by giving written notice to the Village Manager within twenty-one (21) calendar days after the Village Manager's Step 3 answer. The parties shall attempt to agree upon an arbitrator promptly. In the event the parties are unable to agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. The Union shall strike one (1) name and the Village shall strike one (1) name; then the Union shall strike another name and the Village shall strike another name, and the person whose name remains shall be the arbitrator; provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his/her selection by a joint letter from the Village and the Union requesting that he/she set a time and place for hearing, subject to the availability of the Village and the Union. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issue submitted to him/her, and his/her decision shall be based solely upon his/her interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the Village, the Union, and the employee or employees involved. The costs of

the arbitration, including fees and expenses of the arbitrator shall be divided equally between the Village and the Union.

Section 3.3 Time Limit for Filing. If a grievance is not presented by the employee, of the Union within the time limits set forth above, it shall be considered waived and may not be further pursued by the employee, or the Union. If a grievance is not appealed to the next Step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee, or the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. Any time limit in this Section may be mutually extended by the parties.

ARTICLE IV

Labor-Management Committee

Section 4.1 Meeting Request. The Union and the Village agree that in the interest of efficient management and harmonious relations, quarterly meeting may be held between the Village and the Union and responsible administrative representatives of the Village. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "Labor-Management Conference" and expressly providing the agenda for such meeting. Such meetings shall be limited to:

- (1) Discussion on the implementation and general administration of this Agreement;
- (2) Sharing of general information of interest to the parties;
- (3) Notifying the Union of changes in conditions of employment contemplated by the Village which may affect employees.

Section 4.2 Content. It is expressly understood that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "Labor-Management Conferences," nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings unless mutually agreed upon by the Union, and the Village.

Section 4.3 Quarterly Staff Meetings. In addition to the Labor Management Conferences, there shall be quarterly meetings to which all Association members are invited and the Chief of Police and other representatives he/she elects. Attendance at these meetings shall be purely voluntary, and no pay shall accrue to any member for attendance unless the member is on-duty at the time of the meeting, and he/she shall be paid their regular wages.

ARTICLE V

Wages and Benefits

Section 5.1 Wages:

1.00% effective 1/1/2015

2.50% effective 1/1/2016

2.50% effective 1/1/2017

2.50% effective 1/1/2018

By agreement of the parties, the Village shall issue bargaining unit members twenty-four (24) paychecks per year.

Section 5.2 Acting Watch Commander. Sergeants, acting as Watch Commanders, shall receive, in addition to the compensation listed above, three (3) hours of Compensatory Time per full shift. The Village agrees not to rotate or switch said appointments so as to deny

any Sergeant so appointed the earning of accrued Compensatory Time within the applicable period; provided, however that once a sergeant acting this capacity achieves his/her Compensatory Time accrual, nothing shall prohibit the Department from rotating said assignment to another bargaining unit member. The parties recognize that vacation requests for Commanders in the Patrol Division must be approved by the Division Chief.

Section 5.3 Overtime and Holidays.

Employees shall receive time and one-half pay for all work in excess of 8-1/4 hours in a work day during the shift. Off-duty court time shall be paid at a time and one-half the regular straight-time hourly rate, with a minimum guarantee of two (2) hour's pay at time and one-half. Employees who are called out to work at a time not consecutive with regular work schedule shall receive a minimum Call Out guarantee of two hours' pay at time and one-half. Employees who receive an authorized direct order from a Watch Lieutenant or supervisor of the rank of Division Chief or higher to work overtime shall receive time and one-half, and all work performed by any employee not within the employee's regularly scheduled shift shall be compensated at the rate of time and one-half his/her regular straight-time wages. Overtime will be paid on the next available payday.

Overtime shall be assigned by seniority so as to fairly equalize overtime opportunities within the employee's Division. The Union shall have the right to inspect and review said overtime assignments on a monthly basis.

In addition to the foregoing, the Village recognizes the following holidays for this bargaining unit: New Year's Day, Memorial Day, Fourth of July, Thanksgiving Day, Christmas Eve and Christmas Day, Martin Luther King's Birthday, Labor Day, and Easter. Employees that these

holidays will be paid at the rate of two and one quarter (2.25) times the scheduled rate of pay for all hours worked on the holiday. Members who do not work on a holiday will be paid eight hours at the regular rate of pay for said holiday. Employees that are off sick on a holiday shall not be eligible for holiday pay.

Section 5.4 Pay Period. There shall be a semi-monthly pay period. An employee shall be paid on the 15th and the last day of each month. If a payday falls on Saturday or Sunday, employees shall be paid on the preceding Friday.

Section 5.5 Lunch Periods. Lunch period shall be for a period of thirty (30) minutes.

Section 5.6 Appointive Positions. The parties agree that the position of Division Chief/Patrol, Division Chief/Detectives, and Division Chief/Administration and Commander are appointive positions. These positions will be filled by appointment by the Chief, and shall be filled only by members of this bargaining unit from the rank of lieutenant and above.

Employees may accept an offered appointment to an appointive position or they may decline such an appointment, at their option. The Village agrees that the salary for employees covered by this agreement in an appointive position shall in no event be less than the salary for the rank of a Watch Commander with like length of service as set forth in Section 5.1(a).

Any employee accepting an appointive position shall continue to earn seniority while holding the appointive position. The employee shall not be deemed to have resigned from his or her last held position in the event that the employee declines to continue in the appointive position, is not reappointed to the appointive position or is removed from the appointive

position by order of the Chief. In those circumstances, the employee shall revert to the rank held as of the time of appointment to the appointive position, with all seniority credited for purposes of vacation selection, shift bidding, and like purposes. The employee shall be placed on the salary schedule at the step which reflects his or her length of sworn service to the Village. Employees in the appointive positions shall for all purposes be deemed to be members of the bargaining unit covered by this contract, shall be subject to the terms of this contract, and shall have the rights enumerated in this contract.

ARTICLE VI

Medical and Other Group Employee Benefits

Section 6.1 General Principles

The Village shall provide health insurance and other employee benefit plans to all full time employees covered by this Agreement, and to retired employees receiving retirement benefits for their service to the Village, in accordance with the following provisions. The number and form of such plans shall be determined from time to time by the Village. The plans for medical, dental, vision and prescription drug benefits may not be substantially changed by the Employer without the agreement of the Union. In 2015, The Village will continue to pay ninety percent (90%) and the employees will pay ten percent (10%) of the base HMO plan for active employees. In 2016 and 2017, The Village will continue to pay eighty-seven and a half percent (87.5%) and the employees will pay twelve and a half percent (12.5%) of the base HMO plan for active employees. In 2018, the Village will continue to pay eighty-five percent (85%) and the employees will pay fifteen percent (15%) of the base HMO plan for active employees. If the Village offers any alternative option(s) for health insurance coverage, the employee shall be

financially responsible for any difference in health insurance premiums. On the date of this Agreement said employee benefit plans include health and medical insurance plans with options, life insurance, retiree benefits, long-term disability benefits, flexible spending accounts, vision benefits, dental benefits, and deferred compensation plans.

Employees who qualify may elect coverage under the Village's group employee benefit plans. The "open enrollment" period for the Village's plans shall occur in the fall of each year. And all changes will become effective on January 1 of the following year.

Section 6.1.1 Disability Benefits. The Village agrees to take all steps in order to maximize all disability benefits available to the employee. During the first year of any disability, the employee shall receive his/her regular straight time rate of pay subject to the Village receiving credit for any payments received by the employee from other Village pension sources. In all years thereafter, the employee shall receive the maximum amount as provided for under both Village disability plans and/or pension providing disability benefits. The Village agrees to maintain medical benefits for any disabled covered employee and his/her family in the event said benefits are not covered under the applicable pension provisions.

Section 6.2 Health Insurance Committee. The Village shall establish and maintain a "Health Insurance Committee," which shall be composed of one (1) employee from each of the following eight (8) employee groups and two (2) members of management:

- Employees covered by this Agreement;
- Employees covered by the Agreement between the Village and IUOE Local 150;
- Employees covered by the Agreement between the Village and the Fire Department Officer's Committee;

Employees covered by the Agreement between the Village and MAP #309;

Employees covered by the Agreement between the Village and MAP #351;

Employees covered by the Agreement between the Village and the Firefighters Union, IAFF

Local 3405;

Non-exempt employees not represented by a Union;

Exempt employees not represented by a Union.

This Committee shall meet no later than the Fall of each year for the purpose of reviewing and discussing the Village's health and medical group plans, and other group benefit plans for employees, and to advise the Village with respect to the cost, number, form, included benefits, and employee contributions to the payment of said plans. Based upon such discussion and advice, it shall be the objective of the Village to provide group employee benefit plans which are common to all employees of the Village, except as may be established under the provisions of this Agreement. The Union's collective bargaining rights shall not be superseded by the Village Health Insurance Committee.

Section 6.3 Group Employee Benefits.

Notwithstanding the forgoing, the following plans shall be maintained by the Village for the term of this Agreement:

(a) Life Insurance.

- i. Employees covered by this Agreement shall receive term life and AD&D Insurance benefit coverage as provided by the Village under its plan(s) in an amount of not less than \$45,000.00, multiplied by 2 for accidental death.
- ii. Life Insurance for retired employees each shall be as follows:

\$45,000	at time of retirement;
\$22,500	effective the following January 1;
\$20,000	effective the following January 1;
\$17,500	effective the following January 1;
\$15,000	effective the following January 1;
\$12,500	effective the following January 1;
\$10,000	effective the following January 1;
\$7,500	effective the following January 1;
\$5,000	effective the following January 1.

- iii. There also shall be a \$15,000.00 benefit in the event of death of an employee covered by this Agreement from injuries suffered from a duty related death or injury. The duty related death benefit shall be paid to the beneficiaries designated by the employee in the Village Group Life Insurance.

(b) Health Insurance Buy-Out

No employee who is eligible for Village insurance coverage through marriage or other familial relationship shall be eligible for the Health Insurance Buy-Out discussed in this provision. Except as provided earlier in this paragraph, the first time an employee covered by this Agreement elects not to participate in a health insurance program which may be offered by the Village, either during the open enrollment period of any subsequent enrollment period, the employee shall receive a one-time payment of one thousand five hundred dollars (\$1,500.00) within thirty

(30) days of the date of withdrawal from the health insurance program. Employees can only receive the \$1,500.00 payment once during the life of their employment with the Village. Employees can only withdraw during the open enrollment period. All employees who, after initially opting out of the Village's program, continue to opt out of the Village's, receive one thousand dollars (\$1,000.00) each year they choose to opt out of the Village's health insurance program can re-enroll, but such re-enrollments can only occur during the open enrollment period of situations of life altering events per the applicable insurance policy.

(c) Dental and Vision Plans.

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

(d) Flexible Benefit Plan.

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

(e) Catastrophic Injury/Death Related Medical Benefits.

The Village shall provide health coverage benefits for any/all police officers who "suffers a catastrophic injury or is killed in the line of duty and shall pay the entire premium of the employer's health insurance plan for the injured employee until the

child reaches the age of majority or until the end of the calendar year in which the child reaches the age that is provided for by law if the child continues to be dependent for support or the child is full-time or part-time student and is dependent for support.” 820 ILCS 320 (Public Safety Employee Benefits Act).

(f) **Retiree Medical Benefits**

All employees that retire after ratification of this Agreement and elect to participate in the Village’s health insurance program will be required to contribute to the cost of insurance in the following way: the Village shall continue to provide for medical benefits to retirees, their spouses and dependents, in 2015, 2016, and 2017, the Village agrees to pay ninety percent (90%) and retired employees will pay ten percent (10%) of the cost of the Base Plan. In 2018, the Village agrees to pay ~~ninety~~ eighty-seven and a half percent (87.5%) and all new retired employees will pay ~~ten~~ twelve and a half percent (12.5%) of the cost of the Base Plan. If the Village offers any alternative option(s) for health insurance coverage, the retiree shall be financially responsible for any difference in health insurance premiums. Retirement shall be at age fifty (50) with twenty (20) or more years of service. Said coverage shall continue until the employee reaches age sixty-five (65) or when the employee is Medicare eligible. If for any reason the employee is found not to be eligible for Medicare, the Village shall continue to provide medical insurance coverage to the employee.

Section 6.4 Retiree Benefits Buy-Out. In addition, any retiree that had previously elected to opt-out of the employer’s Base plan prior to December 20, 2011 may continue to

elect to opt-out of the Base Plan. Those retirees that are eligible for the opt-out shall continue to receive the cash equivalent amount which the Village would have paid for the employee's Base Plan premium for the plan they are currently receiving. Retirees that had not participated in the opt-out prior to December 20, 2011 shall not be eligible for the benefit and no employee that retires after December 20, 2011 shall be eligible for the opt-out benefit.

Section 6.5 Pension Benefits. As provided in Section 6.1(c) above, the Village agrees to maximize pension benefits to all covered employees subject to the limitations of all plans under which the employee is covered.

Section 6.6 Insurance and Indemnification. The Village acknowledges its duty under 65 ILCS 5/1-4-6 of the Illinois Municipal Code to indemnify members of the bargaining unit from liability for damages to the person or property of third party when such damages are caused while the member is engaged in the performance of his or her duties as a police officer. In order to enable the Village to fulfill the Village's duties under that statute, and in the exercise of the Village's power to indemnify its employees from all claims for damages based on injuries that arise from acts or omissions occurring within the scope of such employee's employment pursuant to 745 ILCS 10/2-302 of the Local Government and Government Employee Tort Immunity Act, the Village will keep in force policies of insurance providing coverage for comprehensive general liability and officer's and employee's liability sufficient to satisfy its indemnification obligations to bargaining unit employees as provided by law. The Village shall provide the Union President with certificates of insurance or the equivalent coverage documents from a self insurance pool evidencing the coverage's specified above on request.

ARTICLE VII

Career Development Program

Section 7.1 Establishment of Program. The Department shall establish a Career Development Program for all covered employees. The Career Development Program is not intended to superseded the intent of the Village Police and Fire Commission governance over promotions as to the rank. Rather, the Career Development Program is intended to cover internal Department position within the ranks.

The Department shall provide employees with a listing of all positions within the Department. Said listing shall also contain the qualifications required for each position, the educational and experience background requirements, and duties and responsibilities of each position.

Section 7.2 Job Vacancy Announcements. All vacancy announcements for any bargaining unit or promotional position shall be posted for a minimum of two (2) weeks within the Department.

ARTICLE VIII

Continuing Education and Reimbursement

Section 8.1 Continuing Education and Reimbursement. The parties agree that continuing education by employees covered under this Agreement is of mutual benefit to the Village and the employees. The Village shall provide 100% reimbursement for tuition and books for bargaining unit employees up to a maximum expenditure of \$25,000 per year covered by this Agreement. An employee shall not be eligible for reimbursement for any course in which a grade of less than "C" is awarded. Where anticipated requested reimbursement is greater than \$25,000, the reimbursements shall be granted in order of seniority, except that employees

denied reimbursement shall be granted reimbursement for courses taken in the subsequent year without respect to seniority; but in no event shall a Village expenditure of greater than \$25,000 per year be required under this section. An employee denied reimbursement who incurs educational expenditures for the year may reapply for and be granted reimbursement in the event another employee approved for reimbursement fails to qualify for reimbursement. Prior approval of the program of education is required by the Chief of Police for reimbursement.

Section 8.2 Educational Stipend. In addition to the wages and other remuneration provided for in this agreement, any employee possessing the following degrees shall be entitled to an Educational Stipend as follows:

Staff and Command	\$504.00	annually
Associate's Degree	\$654.00	annually
Bachelor's Degree	\$900.00	annually
Master's Degree	\$1,380.00	annually

All new hires after December 20, 2011 are not entitled to receive the benefit set forth in the above Sections of 8.1 and 8.2 Education Provisions, except that they may still be eligible to receive the education compensation if they acquire a master's degree in law enforcement related study, as approved by the Chief of Police.

ARTICLE IX

Vacations, Holidays, Sick Leave, Personal, Wellness, and Compensatory Time

Section 9.1 Paid Vacations. The Vacation accrual schedule is:

<u>Years of Service</u>	<u>Vacation</u>
1-4 years	12 days

5-9 years	16 days
10-14 years	20 days
15 or more years	24 days

The present maximum vacation accrual which may be carried over from year to year of sixty (60) days shall continue.

Section 9.2 Sick Leave.

The parties agree to continue the Sick Leave Program currently in effect for the term of this Agreement with the provision that there is an unlimited maximum accrual of sick leave. Employees who use zero (0) days of sick time in a calendar year shall receive a one thousand dollar (\$1,000.00) payment and employees who use one (1) day of sick time in a calendar year shall receive a five hundred dollar (\$500.00) payment annually on or about January 31st of each year.

The provisions of this Section shall not apply to an employee who is discharged for just cause (not including discharge for sickness or disability).

Section 9.3 Personal Days. Employees covered by this Agreement shall, commencing on January 1, 2011, and annually thereafter, receive five (5) paid Personal Days off.

Section 9.4 Wellness Days. Employees covered by this Agreement shall, commencing on January 1, 2011, and annually thereafter, receive five (5) paid Wellness Days off.

Section 9.5(a) Compensatory Time. Unless specified differently in this Agreement, the parties agree to continue the present provision for Compensatory Time whereby employees can elect overtime pay or compensatory time, as applicable, both of which shall be calculated on the basis of time and one-half for each hour either worked or otherwise earned.

Section 9.5(B) Extra Duties and Responsibilities.

All employees covered by this Agreement shall accrue an additional sixteen (16) hours of pay per month. This sixteen hours of pay shall be rounded to a whole dollar amount. No employee shall be entitled to the payment of more than one (1) allotment of sixteen (16) hours of pay in a month by reason of the assignment of extra duties.

Due to the extra duties and responsibilities outside those contained in the covered employee's usual and traditional duties and responsibilities, said duties and responsibilities having departmental-wide, policy development implications, the Village agrees to above stated compensation.

Section 9.6 Use of Compensatory Time. As the parties have substantially altered the accrual of Compensatory Time [see Section 9.5(a) (second paragraph)], the Village agrees that covered employees shall be permitted liberal usage of accrued vacation, compensatory, or other paid leave ability, in periods of greater than four (4) hours or more if taken from vacation time and thirty (30) minutes or more if taken from Compensatory Time to accomplish personal business activities (i.e., doctor visits, appointments and other personal reasons, etc.) with the approval of the supervisor.

ARTICLE X

Bereavement Leave

Any employee covered under this Agreement who suffers a death of the following listed family member shall be entitled to three (3) days of leave without loss of pay if said three (3)

day period is taken within seven (7) day period following the death. This leave provision shall apply to the death of the following: spouse, child, or step-child, parent, or step-parent, grandparent, brother, sister, brother-in-law, sister-in-law, mother-in-law or father-in-law.

ARTICLE XI

Uniform Allowance and Vests

Section 11.1 Ballistic Vests. The Village shall continue to provide vests to all employees covered under this Agreement. Vests shall conform with appropriate Federal Standards and shall be determine as appropriate by the Department.

ARTICLE XII

Drug Testing

Employees covered under this Agreement are subject to the Village Drug/Alcohol/Substance Abuse Policy currently in effect for the duration of this Agreement.

ALCOHOL AND DRUG POLICY AND TESTING PROCEDURES

1. PURPOSE

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

2. PROGRAM ADMINISTRATOR

The Police Chief is the Alcohol/Drug Testing Program Administrator. The Program Administrator is responsible for answering questions from drivers, employees or the public in

general. The Program Administrator will maintain the confidentiality of all information relating to drug and alcohol testing. The Program Administrator may provide such information as necessary to enable the appropriate supervisor to take the appropriate action to ensure compliance with this policy.

3. SCOPE OF POLICY

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

4. COMPLIANCE WITH REGULATIONS

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

5. SUBSTANCES TESTED FOR

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

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

6. PRESCRIPTION DRUG USE

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

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

7. TESTS REQUIRED

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

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

drug test. The supervisor shall document the specific facts, symptoms or observations by completing a "Reasonable Suspicion Record" form.

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

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

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

The collection of specimens for random testing shall be evenly distributed throughout the year.

The number of specimens collected weekly, monthly or quarterly shall remain relatively constant.

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

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

8. TESTING PROCEDURES

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

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

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

All test results are reviewed by the Administrator prior to results being reported to the Oak Lawn Police Department. In the event of a positive test result, the Administrator will first

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

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

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

9. PROHIBITED CONDUCT

Oak Lawn Police Department employees shall NOT:

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

10. REFUSAL TO TEST

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

- 1) Failure to report to the designated testing area immediately after being notified to submit to an alcohol or drug test.

2) Failure to accurately provide a sufficient sample to be tested, either breath or urine as the case may be, unless medically determined to be unable to do so.

3) Engaging in conduct that clearly obstructs or delays the testing process.

11. NOTICE AND CONSENT

Before a drug or alcohol test is administered, employees will be asked to sign a consent for authorizing the test and permitting the release of test results to the Program Administrator.

The chemical screen consent form shall provide space to indicate current or recent use of prescription and over-the-counter medication.

12. CONSEQUENCES OF VIOLATION OF THIS POLICY

1. Any Oak Lawn Police Department employee who violates Section 9 or 10 of this policy shall be immediately removed from any safety-sensitive function and will be advised by the Oak Lawn Police Department of the resources available for evaluating and resolving drug and alcohol abuse problems. An employee shall not be allowed to return to the safety-sensitive function until he/she has a return-to-duty alcohol test result of less than 0.02 and/or a return-to-duty drug test with a verified negative result.
2. In addition, any employee who violates Section 9 or 10 of this policy may be subject to disciplinary action up to and including dismissal. Factors to be considered in determining the appropriate disciplinary response include, but are not limited to the following: employee's work history, length of employment, current job performance, and existence of past disciplinary actions. Disciplinary action is imposed by municipal policy; it is not required by federal law.

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

13. EMPLOYEE/APPLICANT RIGHTS AND RESPONSIBILITIES

- (1) In the event of a confirmed positive test result, employees shall have the opportunity to present an alternative explanation for the test result by contacting the Administrator. This shall be done within 72 hours after notification of the confirmed result. No further action will be taken if there is a justified explanation of there is a reasonable doubt as to the accuracy of the result of chain of custody of the sample.
- (2) Any employee with a positive test result may upon written request to the Program Administrator have the right to any information relating to the test result and procedures.

14. CONFIDENTIALY OF INFORMATION

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

15. DOCUMENTS PROVIDED

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

16. SEVERABILITY

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

ARTICLE XIII

Seniority

With respect to implementation of any benefit or condition of employment, excluding personnel assignment methods, which could involve various methods of selection, it is explicitly agreed by the parties that seniority (i.e., time and grade) shall govern any such process.

Applicable to the seniority provisions of this Article are the selection within the employee's

Division of vacation periods, shift of work, overtime assignment, outside employment opportunities administered by the Department utilization of any paid leave time, holiday selection, etc.

ARTICLE XIV

Management Rights

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

ARTICLE XV

Savings Provisions: Other Benefits

The parties agree that substantial changes have been made in this Agreement with respect to wages, hours of work, and conditions of employment. However, the parties agree that any fringe benefit or condition of employment not specifically altered in this Agreement

which are currently in effect for covered employees shall be continued until such time as the parties agree otherwise.

ARTICLE XVI

Term of Agreement

This Agreement shall become effective January 1, 2015 and continue in full force and effect until December 31, 2018. Any party desiring to modify this Agreement at its expiration shall provide the other party with such notice at least sixty (60) days prior to the anniversary date or earlier date as provided above. The Village agrees to provide all appropriate governmental agencies with the required Notice of Expiration of Agreement. Notwithstanding any provision in this Agreement to the contrary, this Agreement shall remain in effect after the expiration date while negotiations and/or impasse procedures for a new Agreement are continuing.

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

As the parties have made substantial changes in their relationship during the negotiations leading to this Agreement, the parties agree that, during this Agreement, all other ordinances, policies and procedures which impact upon the parties' relationship shall remain in effect and shall not change this relationship inconsistent with this Agreement, unless otherwise agreed to by the parties.

This Agreement is executed this 18 day of MARCH, after receiving approval from the Board of Trustees and ratification by the Association members who are covered under this Agreement.

EXECUTION OF AGREEMENT

VILLAGE OF OAK LAWN

By: 
Village Manager


By: 
Village Clerk

OAK LAWN COMMAND STAFF

By: 
Command President

By: 
Command Secretary

**ILLINOIS FRATENRAL ORDER OF
POLICE LABOR COUNCIL**

By:  IFOPLC Rep. 3/18/2015

Appendix A

FOP Salary Table

Sergeant

	Current	2015	2016	2017	2018
Base Rate	\$8,340	\$8,423	\$8,634	\$8,850	\$9,071
After 5 years	\$8,402	\$8,508	\$8,721	\$8,939	\$9,162
After 10 years	\$8,439	\$8,571	\$8,785	\$9,005	\$9,230
After 15 years	\$8,477	\$8,609	\$8,824	\$9,045	\$9,271
After 20 years	\$8,514	\$8,647	\$8,863	\$9,085	\$9,312
After 25 years	\$8,551	\$8,685	\$8,902	\$9,125	\$9,353

Lieutenant

Base Rate	\$9,002	\$9,092	\$9,319	\$9,552	\$9,791
After 5 years	\$9,065	\$9,183	\$9,413	\$9,648	\$9,889
After 10 years	\$9,102	\$9,247	\$9,478	\$9,715	\$9,958
After 15 years	\$9,139	\$9,285	\$9,517	\$9,755	\$9,999
After 20 years	\$9,176	\$9,323	\$9,556	\$9,795	\$10,040
After 25 years	\$9,214	\$9,361	\$9,595	\$9,835	\$10,081

Commander 1

Base Rate	\$9,804	\$9,902	\$10,150	\$10,404	\$10,664
After 5 years	\$9,866	\$10,001	\$10,251	\$10,507	\$10,770
After 10 years	\$9,904	\$10,065	\$10,317	\$10,575	\$10,839
After 15 years	\$9,941	\$10,103	\$10,356	\$10,615	\$10,880
After 20 years	\$9,978	\$10,141	\$10,395	\$10,655	\$10,921
After 25 years	\$10,015	\$10,179	\$10,433	\$10,694	\$10,961

Commander 2

Base Rate	\$9,579	\$9,674	\$9,916	\$10,164	\$10,418
After 5 years	\$9,641	\$9,771	\$10,015	\$10,265	\$10,522
After 10 years	\$9,678	\$9,834	\$10,080	\$10,332	\$10,590
After 15 years	\$9,715	\$9,872	\$10,119	\$10,372	\$10,631
After 20 years	\$9,752	\$9,910	\$10,158	\$10,412	\$10,672
After 25 years	\$9,790	\$9,948	\$10,197	\$10,452	\$10,713

Commander 3

Base Rate	\$9,729	\$9,826	\$10,072	\$10,324	\$10,582
After 5 years	\$9,791	\$9,924	\$10,172	\$10,426	\$10,687
After 10 years	\$9,828	\$9,988	\$10,238	\$10,494	\$10,756
After 15 years	\$9,865	\$10,026	\$10,277	\$10,534	\$10,797
After 20 years	\$9,903	\$10,064	\$10,316	\$10,574	\$10,838
After 25 years	\$9,940	\$10,102	\$10,355	\$10,614	\$10,879

17 February 2015

Side Letter of Agreement Regarding Supervisory Staff Assigned to Patrol Division

The Parties agree that for the duration of this Collective Bargaining Agreement (term 2015-2018) only, Supervisory Staff assigned to the Patrol Division will not be denied vacation time, wellness day, personal day, or compensatory time on any day, provided that there are at least two (2) supervisors on duty on each shift. The Parties further agree that any requests for wellness days, personal days, compensatory time or vacation time (outside the annual bidding period in April) must be made a minimum of two weeks before the requested day off. In the event that a request is made for a wellness day, personal day, compensatory time or vacation day in less than two weeks than the requested day off and no one volunteers to work that day, that employee's requested wellness day, personal day, compensatory time or vacation day will be cancelled

AGREED:

By: _____
Chief Negotiator
Fraternal Order of Police

By: _____
Chief Negotiator
Village of Oak Lawn

17 February 2015

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The Parties agree that for the duration of this Collective Bargaining Agreement (term 2015-2018) only, Supervisory Staff assigned to the Patrol Division will not be denied vacation time, wellness day, personal day, or compensatory time on any day, provided that there are at least two (2) supervisors on duty on each shift. The Parties further agree that any requests for wellness days, personal days, compensatory time or vacation time (outside the annual bidding period in April) must be made a minimum of two weeks before the requested day off. In the event that a request is made for a wellness day, personal day, compensatory time or vacation day in less than two weeks than the requested day off and no one volunteers to work that day, that employee's requested wellness day, personal day, compensatory time or vacation day will be cancelled

AGREED:

By: _____

**Chief Negotiator
Fraternal Order of Police**

By: _____

**Chief Negotiator
Village of Oak Lawn**