

PUBLISHED IN PAMPHLET FORM FOR THE FOLLOWING:

ORDINANCE 17-066

APPROVING NEGOTIATED AGREEMENT BETWEEN THE  
METROPOLITAN ALLIANCE OF POLICE BOLINGBROOK CHAPTER #3  
AND THE VILLAGE OF BOLINGBROOK (MAY 1, 2015 – APRIL 30,  
2018), SUBJECT TO ATTORNEY APPROVAL

VILLAGE CLERK

VILLAGE OF BOLINGBROOK

**ORDINANCE APPROVING NEGOTIATED AGREEMENT BETWEEN  
THE METROPOLITAN ALLIANCE OF POLICE BOLINGBROOK CHAPTER #3  
AND THE VILLAGE OF BOLINGBROOK (MAY 1, 2015 – APRIL 30, 2018),  
SUBJECT TO ATTORNEY APPROVAL**

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Bolingbrook, Will and DuPage counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the Board of Trustees finds it to be in the best interests of the Village to enter into an agreement with the Metropolitan Alliance of Police Bolingbrook Chapter #3, a copy of which is attached hereto as Exhibit 1 and made a part hereof;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF BOLINGBROOK, WILL AND DU PAGE COUNTIES, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:

SECTION ONE: The recitals set forth hereinabove shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

SECTION TWO: The Negotiated Agreement between the Metropolitan Alliance of Police Bolingbrook Chapter #3 and the Village of Bolingbrook, a copy of which is attached hereto as Exhibit 1 and made a part hereof, shall be and is hereby approved, subject to attorney approval, and the Mayor and Village Clerk shall be and they are hereby authorized and directed to execute and attest same.

SECTION THREE: This ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED THIS 28<sup>TH</sup> DAY OF NOVEMBER, 2017.

AYES:	6	Hoogland, Lawler, Morales, Watts, Zarate, Jaskiewicz
NAYS:	0	None
ABSENT:	0	None

APPROVED THIS 28<sup>TH</sup> DAY OF NOVEMBER, 2017.

  
MAYOR

ATTEST:

  
VILLAGE CLERK

PUBLISHED BY THE VILLAGE CLERK, IN PAMPHLET FORM, BY AUTHORITY OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF BOLINGBROOK ON NOVEMBER 29, 2017.

JM\674966\11/17/17

STATE OF ILLINOIS)  
COUNTIES OF WILL) SS  
AND DU PAGE )

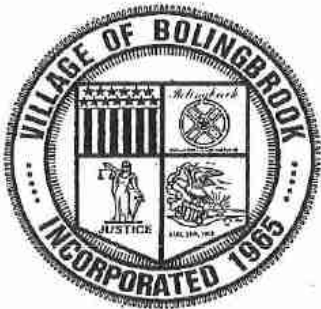
I, Carol S. Penning, certify that I am the duly elected and acting Village Clerk of the Village of Bolingbrook, Will and DuPage Counties, Illinois.

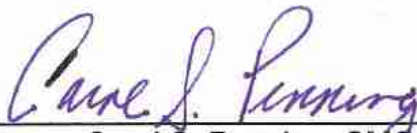
I further certify that on November 28<sup>th</sup>, 2017, the Corporate Authorities of such municipality passed and approved Ordinance 17-066 entitled:

**APPROVING NEGOTIATED AGREEMENT BETWEEN THE METROPOLITAN ALLIANCE OF POLICE BOLINGBROOK CHAPTER #3 AND THE VILLAGE OF BOLINGBROOK (MAY 1, 2015 – APRIL 30, 2018), SUBJECT TO ATTORNEY APPROVAL**

The pamphlet form of Ordinance 17-066 including the Ordinance and a cover sheet, thereof, was prepared on November 28<sup>th</sup>, 2017. Copies of such Ordinance are available for public inspection upon request in the office of the Village Clerk.

DATED at Bolingbrook, Illinois, this 29<sup>th</sup> day of November, 2017.



  
\_\_\_\_\_  
Carol S. Penning, CMC  
VILLAGE CLERK

**NEGOTIATED AGREEMENT**

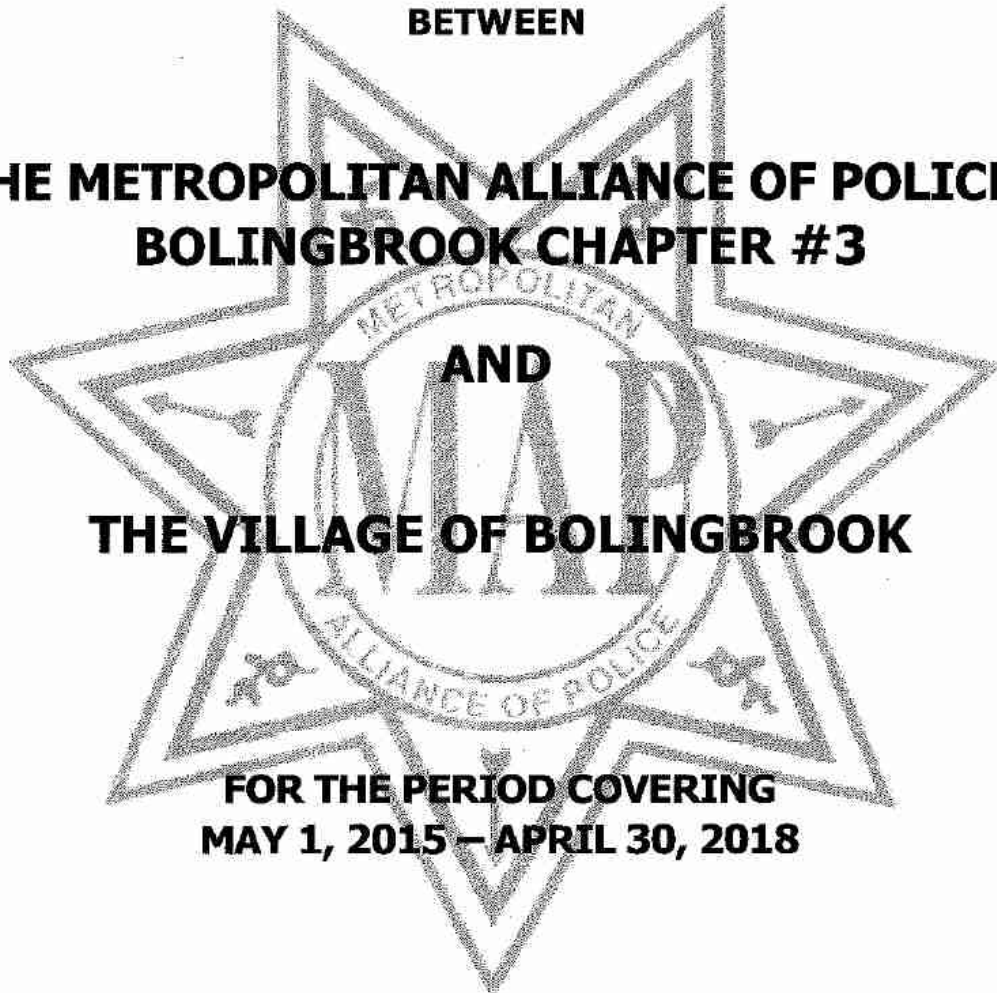
**BETWEEN**

**THE METROPOLITAN ALLIANCE OF POLICE  
BOLINGBROOK CHAPTER #3**

**AND**

**THE VILLAGE OF BOLINGBROOK**

**FOR THE PERIOD COVERING  
MAY 1, 2015 – APRIL 30, 2018**



NEGOTIATED AGREEMENT  
BETWEEN THE VILLAGE OF BOLINGBROOK  
AND  
THE METROPOLITAN ALLIANCE OF POLICE  
BOLINGBROOK CHAPTER 3

ARTICLE I  
PREAMBLE

This Agreement entered into by the Village of Bolingbrook, Will and Du Page Counties, Illinois, hereinafter referred to as the Employer, and the Metropolitan Alliance of Police Bolingbrook Chapter #3, hereinafter referred to as the Chapter, is intended to promote harmonious and mutually beneficial relations between the Employer and the Chapter, and is set forth herein the basic and full agreement between the parties concerning rates of pay, wages and certain other conditions of employment for full-time police officers, and probationary police officers of the Village of Bolingbrook, as defined herein below and hereinafter referred to as "Officers" or "employees", or when the context requires a singular noun, as "Officer" or "employee".



## ARTICLE II

### Section 2.1. Recognition.

Pursuant to an election and certification by the Illinois Labor Relations Board under Case No. S-R C-90-47, dated May 24, 1990, and the certification issued thereon to the Chapter by the State of Illinois Labor Relations Board, the Employer recognizes the Chapter as the exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for all sworn full-time, and probationary officers within the police department of the village of Bolingbrook, below the rank of sergeant, as certified, as described herein above. None of the provisions of this Agreement shall be construed to require either the Employer or the Chapter to violate any Federal or State Laws.

It is further understood and agreed that the following four (4) civilian positions are not appropriate for inclusion in the bargaining unit and shall not be included therein: 1) Court Bailiff; 2) Crime Prevention Assistant; 3) Crime Analyst; and 4) Evidence/Property Clerk. Nothing in this Section will be construed to affect the existing sworn positions, including evidence technician, or future appointment(s) of existing sworn positions, including evidence technician(s).

### Section 2.2. Fair Representation.

The Chapter recognizes its responsibility as bargaining agent and agrees fairly to represent all police officers in the bargaining unit, i.e. MAP Chapter #3.

### Section 2.3. Gender.

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

### Section 2.4. Labor Management Meetings.

The Chapter and the Employer agree that, in the interest of efficient management and harmonious employee relations, meetings will be held if mutually agreed between no more than two (2) Chapter representatives and responsible administrative representatives of the Employer. 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 specific agenda for such conference. Such conferences, times and locations, if mutually agreed upon, shall be limited to:

- a. discussion on the implementation and general administration of this agreement;
- b. a sharing of general information of interest to the parties;  
and
- c. safety issues.

It is expressly understood and agreed that such conferences 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 conferences.

Attendance at labor-management conferences shall be voluntary on the employee's part. Attendance at such conferences shall not interfere with required duty time and attendance, if during duty time, is permitted only upon prior approval of the Chief of Police or his designee. The Chief of Police or his designee in his sole discretion shall determine its representatives at such meetings.

**ARTICLE III**  
**MANAGEMENT RIGHTS**

**Section 3.1. Management Rights.**

It is understood and agreed that the Village possesses the sole right and authority to operate and direct the Police Officers of the Village and its various departments in all aspects, including, but not limited to, all rights and authority exercised by the Village prior to the execution of the Agreement, except as modified in this Agreement. These rights include, but are not limited to:

- a. The right to determine its mission, policies, and to set forth all standards of service offered to the public;
- b. To plan, direct, control and determine the operations or services to be conducted by Police Officers of the Village;
- c. To determine the methods, means, number of personnel needed to carry out the departments mission;
- d. To direct the working forces;
- e. To hire and assign or to transfer Police Officers within the Police Department, to set hours of work, and overtime policies, except as hereinafter provided;
- f. To promote, suspend, discipline, transfer or discharge for just cause;
- g. To make, publish and enforce rules and regulations;
- h. To introduce new or improved methods, equipment, or facilities;
- i. To purchase goods and services;
- j. To take any and all actions as may be necessary to carry out the mission of the Village in situations of civil emergency as outlined in Section 3.2.
- k. To determine the qualifications of applicants for positions of employment.

**Section 3.2. Civil Emergency Provision.**

If in the sole discretion of the President of the Board of Trustees or the Village Attorney or his designee, it is determined that extreme civil emergency conditions exist, including but not limited to, riots, civil disorders, tornado conditions, floods, snow storms or other similar catastrophes, the provisions of this Agreement may be suspended by the President of the Board of Trustees or the Village Attorney or his designee during the time of declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. Should an emergency arise, the President of the Board of Trustees or the Village Attorney or his designee shall advise the President of M.A.P. or the next highest officer of M.A.P. of



the nature of the emergency. The President of the Board of Trustees or the Village Attorney or his designee shall follow up said advice in writing as soon thereafter as practical and shall forward said written notice to the President of M.A.P.

**Section 3.3. Work Capacity Examination.**

The Parties agree that a work capacity examination shall not be requested of any employee covered by this Agreement unless the employer has reasons, which are not arbitrary or capricious, for such examination and the employee is notified, in writing, at least forty-eight (48) hours prior to the taking of such exam. The written notice shall contain specific concerns pertaining to "inability to perform" or "inability to perform in a diminished capacity" to the extent that it effects job function.

**ARTICLE IV**  
**RIGHTS OF M.A.P.**

**Section 4.1. M.A.P. President.**

The M.A.P. Chapter #3 President, and/or his one designee, shall be allowed a reasonable period of time to devote to official business of the Union, such time off from normal police duties to be obtained with the prior approval of the Chief of Police, which approval shall not be unreasonably withheld, and such time shall be compensated by the Village of Bolingbrook.

**Section 4.2. Rights of M.A.P.**

Police Officers shall have no vested right on the continuance of any work practice, however, Employee rights shall be considered by management in the development of all written work rules and operating procedures.

**Section 4.3. Fair Share.**

During the term of this Agreement, Police Officers who are not members of the Chapter shall, commencing thirty (30) days after the effective date of this Agreement, pay a fair share fee to the Chapter for collective bargaining and contract administration services tendered by the Chapter as the exclusive representative of the officers covered by this Agreement. Such fair share fee shall be deducted by the Village from the earnings of non-members and remitted to the Chapter each month. The Chapter shall annually submit to the Village a list of the officers covered by this Agreement who are not members of the Chapter and an affidavit which specifies the amount of the fair share fee, which shall be determined in accordance with the applicable law.

**Section 4.4. Dues Deductions.**

Upon receipt of proper written authorization from a Police Officer, the Employer shall deduct each month's Chapter dues in the amount certified by the Treasurer of the Chapter from the pay of all officers covered by this Agreement who, in writing, authorize such deductions. Such money shall be submitted to the Metropolitan Alliance of Police within fifteen (15) days after the deductions have been made.

**ARTICLE V**  
**LAYOFF**

**Section 5.1. Layoff and Recall.**

With regard to seniority and reductions-in-force, the following provisions shall be applicable to all Police Officers covered by this Agreement:

- A. All layoffs will be determined on a seniority basis. Those Police Officers with the lowest amount of seniority may be temporarily laid-off in the event that the Employer deems it necessary. When the force of the Police Department is reduced, the officer or member reduced in rank or removed from service of the Police Department shall have rights of reinstatement as provided for in the Illinois Revised Statutes. Upon determination that a vacancy exists and there are Police Officers who have been furloughed due to a reduction-in-force, the Police Officers on furlough shall be recalled to fill such position and seniority will prevail in determining which furloughed Employee shall have the right to be re-employed if the Police Officer is otherwise qualified.

**Section 5.2. Definition of Seniority.**

Seniority shall be determined by the Police Officers length of service as a police officer in the Department. If any Police Officers have the same date of hire, the seniority ranking shall be determined by the positions these Police Officers had on the Police and Fire Boards eligibility lists from which they were hired. Time spent in the armed forces, on military leaves of absence, and authorized leaves not to exceed one year, and time lost due to duty related disability shall be included.

**Section 5.3. Seniority Lists.**

A current up to date seniority list showing the names and length of service of each Police Officer shall be provided and posted by the Employer on January 1st and July 1st of each year on a designated Bulletin Board provided by the Village.

**Section 5.4. Filling of Vacancies.**

It is recognized that as a principle, seniority is a factor within overall qualification in considering applicants for job vacancies and the Chief having the ultimate discretion, shall consider same.

**Section 5.5. Termination of Seniority.**

A Police Officer shall not accumulate seniority rights upon separation from the services due to dismissal, suspension time in excess of 15 continuous days, layoff or retirement. Full seniority rights shall be reinstated under the following conditions:

1. A Police Officer resigns in good standing, requests and upon the recommendation of the Police Chief, is reinstated by the Police/Fire Commission within a period of one (1) year from the date of resignation.

2. A Police Officer retires due to disability and is later certified by the Police Pension Board to be capable of resuming his duties and is returned to work by the Police Chief.
3. A Police Officer is dismissed and later reinstated by court of competent jurisdiction.
4. A Police Officer is separated due to layoff or reduction-in-force and is later reinstated under the conditions provided for in the Illinois State Statutes.
5. Any Police Officer shall not accrue seniority rights during the period of dismissal, resignation, layoff or retirement unless so specified by a court of competent jurisdiction.

**Section 5.6. Job Security.**

The authorized level of force in the Village is subject to modification by the Employer, based on budget constraints and work requirements. The Employer will use its best effort, subject to the conditions hereinabove noted, to assure that there will be no layoffs or involuntary furloughs.

**ARTICLE VI**  
**HOLIDAYS/COMPENSATORY TIME**

**Section 6.1. Holidays.**

The following are designated holidays for purposes of this Agreement. In recognition of these holidays, covered employees shall be entitled to one hundred four (104) hours as holiday time. Eighty-eight hours shall be utilized as "scheduled" holiday time, while sixteen (16) hours shall be utilized as "floating holiday time." The eighty-eight hours of scheduled holiday time are to correspond with the following:

New Year's Day (Jan 1)  
Martin Luther King's Birthday (3rd Monday in January)  
President's Day (as celebrated by the Valley View School  
District)  
Memorial Day (as celebrated by the Valley View School  
District)  
Independence Day (July 4)  
Labor Day (1st Monday in September)  
Veteran's Day (Nov. 11)  
Thanksgiving (4<sup>th</sup> Thursday in November)  
Day after Thanksgiving  
Christmas Eve (1/2 day)  
Christmas Day  
New Year's Eve (1/2 day)

The dates for utilization of the sixteen hours of "floating holiday time" may be selected by the Police Officer, subject to approval of the Chief of Police.

**Section 6.2. Holiday Pay.**

**(A) Working on a Scheduled Holiday**

It is generally understood that due to the nature of work performed by Police Officers covered by this Agreement, some Police Officers will be scheduled to work on the above eleven (11) scheduled holidays. Those Police Officers who are required to begin their tour of duty on scheduled holidays will be paid at a rate of two and one-quarter ( $2 \frac{1}{4}$ ) at a rate of two and three-eighths ( $2 \frac{3}{8}$ ) effective upon the ratification by MAP and the approval by the Village of this Agreement and at a rate of two and one-half ( $2 \frac{1}{2}$ ) effective May 1, 2007) times their regular hourly rate of pay for hours worked on that holiday. Officers working eight and one-half ( $8 \frac{1}{2}$ ) hour schedules shall have the right to either accept up to ten (10) hours (11 hours effective upon the ratification by MAP and the approval by the Village of this Agreement and 12 hours effective May 1, 2007) of additional pay or have up to ten (10) hours (11 hours effective upon the ratification by MAP and the approval by the Village of this Agreement and 12 hours effective May 1, 2007) placed in his/her compensatory bank as a result of working that

holiday. This "holiday pay" (calculated at one and one-quarter times (at one and three-eighths times effective upon the ratification by MAP and the approval by the Village of this Agreement and at one and one-half times effective May 1, 2007 the Officer's regular hourly rate of pay) will be in addition to the Police Officer's regular eight hours pay. Officers working twelve (12) hour schedules shall have the right to either accept up to fourteen hours and fifteen minutes (14.25 hours) (up to 15.675 hours effective upon the ratification by MAP and the approval by the Village of this Agreement and up to 17.10 hours effective May 1, 2007) of additional pay or have up to fourteen hours and fifteen minutes (14.25 hours) (up to 15.675 hours effective upon the ratification by MAP and the approval by the Village of this Agreement and up to 17.10 hours effective May 1, 2007) placed in his/her compensatory bank as a result of working the holiday.

**(B) Not Working a Scheduled Holiday**

On the above eleven (11) scheduled holidays for which the Police officer is on a normal scheduled day off or uses a sick day, the affected officer shall receive compensation for 8 hours at the officer's straight time rate of pay. This compensation will be placed in the Officer's compensatory bank unless a prior written request to the Chief of Police or his designee is made requesting that the compensation be paid to the Officer. Such pay is to be placed on the paycheck for the pay period covering said scheduled holiday.

**Section 6.3. Compensatory Time.**

Compensatory time is accumulated at the rate of time and a half and placed in a compensatory bank at the discretion of the officer in lieu of monetary compensation for overtime. The Chief of Police or his designee must approve the time or times at which the officers may take said compensatory time. All requests for compensatory time off shall be in writing and submitted to the Chief of Police or his designee for approval. The approval of the Chief of Police or his designee shall not be unreasonably withheld.

A compensatory bank shall allow an Officer to accrue said compensatory time up to a maximum of one hundred sixty (160) hours. Upon termination of employment, all Police Officers covered by this Agreement shall be compensated for up to one hundred sixty (160) hours of their accumulated compensatory time in the following manner:

1. The first one hundred twenty (120) hours of compensatory time shall be paid to the Police Officer in a lump sum at the Police Officer's then straight time hourly rate of pay.
2. Any hours accumulated in addition to the one hundred twenty (120) hours, but less than one hundred sixty (160) hours, may be used by the Police Officer prior to his termination of employment.



**ARTICLE VII**  
**VACATION**

**Section 7.1. Vacation Accumulation Rate.**

Vacations with pay shall be granted to all full-time Police Officers by the Chief of Police in accordance with the following schedule. Vacation leave shall be earned during the employee's employment year, anniversary date to anniversary date, (anniversary date shall mean date of hire). It is available for use during the employment year which follows the employment year during which it is earned. Vacation time is available for use according to the following schedule, at the following rates:

As of 1st anniversary through the  
4th anniversary..... 80 working hours vacation

From the 5th anniversary through the  
10th anniversary..... 120 working hours vacation

11th anniversary..... 128 working hours vacation

12th anniversary..... 136 working hours vacation

13th anniversary..... 144 working hours vacation

14th anniversary..... 152 working hours vacation

15th anniversary..... 160 working hours vacation

16th anniversary..... 160 working hours vacation

17th anniversary..... 160 working hours vacation

18th anniversary..... 160 working hours vacation

19th anniversary..... 160 working hours vacation

20th anniversary and above ..... 200 working hours vacation

**Section 7.2. Vacation Scheduling.**

The Chief of Police shall establish a vacation schedule for Police Officers sufficiently early each year so that all supervisors can program the work of the Police Department. Vacation schedules shall be arranged as to provide as minimal a disruption to the work of the Police Department as can be reasonably achieved. For purposes of scheduling by seniority, all requests must be submitted between December 1st and December 15, with no minimum period and a maximum of 120 hour increments.

**Section 7.3. Unused Vacation.**

Any unused vacation, not taken by the Officer's anniversary date, may be transferred into the Officer's compensatory bank (see Section 6.3). There is no carry over provision for vacation time, unless an exception is granted by the Chief of Police or his designee. Such requests must be in writing and

explain the extenuating circumstances which led to the Officer not being able to use his vacation. (Example: When an Officer on Workmen's Compensation cannot take his vacation.)

**Section 7.4. Separation from Service.**

Any employee who is laid off, resigns, retires, pensions due to illness or injury or is terminated from the service of the Village, shall receive vacation pay for all accrued vacation upon separation from employment with the Village. The amount of payment for all unused vacation shall be calculated based upon the employee's regular straight time hourly rate of pay in effect for the employee's regular job, on the last work day of the employee's employment.

**ARTICLE VIII**  
**INSURANCE AND OTHER BENEFITS**

**Section 8.1. Group Hospital and Medical Plan.**

The Village's complete hospitalization program effective January 01, 2006, covering all full-time Village employees, including police officers and their dependents, shall continue in effect, although coverage shall be added for prescription contraceptives and there shall be a \$1000 annual cap on chiropractic benefits per person per calendar year. In addition, the Village plan shall provide a prescription card benefit for covered employees requiring no more than \$10.00 per prescription for generic drugs and \$20.00 per prescription for non-generic drugs. If the Village wishes to change its hospitalization program or prescription card benefit for all full-time employees of the Village during the term of this Negotiated Agreement, the Village and MAP shall bargain in good faith regarding such change or changes, and such good faith bargaining shall be in accordance with the provisions of the Illinois Public Labor Relations Act.

Beginning May 1, 2015, those Police Officers who maintain coverage under the Village's hospitalization program shall pay toward the premiums for said coverages as set forth in Appendix C, attached.

Effective upon the ratification by MAP and the approval by the Village of this Agreement, there will be a Section 125 Plan which will apply to the employees' payment toward health insurance premiums and which should reduce the out-of-pocket impact on the employees regarding their payment toward health insurance premiums. The Village shall expand the Section 125 premium-only plan to include other unreimbursed eligible medical expenses, no later than January 1, 2007.

The parties agree that in the second half of 2010 (date to be agreed upon) they shall meet with the intent to investigate the Village's Health Insurance Program with the goal of reducing costs. The parties agree to review the current Master Plan Document, other BC/BS Programs, and explore Healthcare Savings Accounts.

**Section 8.2. Health Insurance Coverage Continuation.**

The Employer agrees to abide by the terms and conditions set forth in P.A. 84-1010 (House Bill 357) and the Village Personnel Policy Manual in regards to continuation of health insurance coverage for police officers covered by this Agreement.

**Section 8.3. Employee Health Insurance/Benefits.**

The Master Plan Document for the Employee Benefit Plan of Village of Bolingbrook, initialed by the Union and the Village, shall remain in force, except as may be modified by Section 8.1.

#### Section 8.4. Life Insurance.

All full time Village Police Officers will be eligible for life insurance coverage provided by the Village. Life insurance benefits shall be two (2) times the base annual salary of the Police Officer. Maximum value of the policy shall be \$200,000.00. In addition, accidental death and dismemberment insurance shall also be two (2) times the base annual salary and the maximum value of the policy shall be \$200,000.00. The total cost of the life insurance benefit is paid by the Village. The Village shall provide the opportunity for a Police Officer to purchase at his own expense, a group rate, \$2,500 term life insurance rider covering each dependent. Employees retiring with at least twenty (20) years of creditable service shall be entitled to purchase this benefit at the current rate and to maintain this life insurance benefit at the same level as offered to regular non-retired employees covered by this agreement so long as this provision does not conflict with any policy terms and the policy so provides.

#### Section 8.5. Dental Insurance.

The Employer agrees to provide dental insurance as in the past, with the Village selected carrier. The Police Officer will be responsible, as in the past, to pay monthly premiums.

#### Section 8.6. Employee Disability.

The Employer agrees that they shall maintain current disability policy as outlined in the Village Rules and Regulations manual.

#### Section 8.7. Disability Health Coverage.

In the event that any officer covered by this Agreement shall be on an on-duty disability pension approved by the Bolingbrook Police Pension Board, including heart and lung, an employee and his dependent shall continue to participate in the same hospital and medical insurance coverage that is in effect, at no cost to the employee, for two (2) years. After two (2) years Section 8.6 shall apply.

#### Section 8.8. Retiree Health Insurance.

When an employee retires from employment with the Employer (a "Retired Employee"), the Retired Employee may be eligible for a Health Insurance Premium Benefit (the "Benefit"). The Benefit shall consist of payment of the monthly health insurance premium for the Retired Employee and the Retired Employee's spouse, if any, for insurance under the Employer's group health plan for its employees. NOTE: Covered officers may obtain family medical insurance coverage in conjunction with the Benefit, provided the affected officer pays the difference between the premiums for family coverage and the premiums for "employee plus spouse" coverage. Benefit payments shall be solely payable from the Bolingbrook Retired Police Officers Health Insurance Premium Fund ("the Fund"), as hereinafter described. Eligibility for the Benefit shall be limited to Retired Employees who meet the criteria set forth below. Except as provided below, eligibility for the Benefit shall terminate when the Employee becomes eligible for Medicare or reaches the age 65, whichever is earlier. The Benefit program shall continue through the term of this Agreement.

1. A Retired Employee who has retired from active service after May 1, 1999 with an attained age and accumulated creditable service which together



qualify the Retired Employee for the immediate receipt of retirement pension benefits under the laws of the State of Illinois, shall be entitled to receive the Benefit during the term of this Agreement, provided that: (1), the Retired Employee shall pay a one-time contribution to the Fund in an amount equal to 1/12 of 1W of the Retired Employee's most recent gross annual compensation for each month that the Retired Employee's date of retirement precedes May 1, 2000 and, (2), the one-time contribution to the Fund shall be made within thirty (30) days of the Retired Employee's date of retirement from service.

2. A Retired Employee who has retired from active service after May 1, 1999 with accumulated creditable service which would qualify the Retired Employee for the receipt of retirement benefits under the laws of the State of Illinois, but who has not attained the age of retirement pursuant to said laws, shall be eligible to receive the Benefit during the term of this Agreement only if said Retired Employee (1), pays a one-time contribution to the Fund in an amount equal to 1/6 of 1% of the Retired Employee's most recent gross annual compensation for each month that the Retired Employee's date of retirement precedes the Retired Employee's attainment of the age of retirement necessary to immediately receive retirement benefits under the laws of the State of Illinois, and (2), the one-time contribution to the Fund shall be made within thirty (30) days of the Retired Employee's date of retirement from service.

3. The Fund shall be funded as follows:

- a. Each covered employee shall have 1/12 of 2.5% of the employee's gross annual compensation automatically deducted monthly from the employee's paycheck and deposited into the Fund as the employee's contribution as stated in Appendix E. The employee shall execute any necessary wage deduction documentation and shall submit said documentation to the Employer. The Employer, in its discretion, may deduct a proportionate amount of the 1/12 of ~~1%~~ <sup>2.5%</sup> contribution from each employee's paycheck rather than the entire contribution from a single monthly paycheck; and
- b. Any one-time contributions, as provided above; and
- c. The Employer shall, at its expense, deposit an amount equal to 1/12 of 1%, of all employee gross annual compensation on a monthly basis into the Fund.

4. All contributions to the Fund, whether made by the Employer, an employee or a Retiring Employee, shall be non-refundable.

5. In the event there is good reason to believe based upon competent actuarial analysis that the funds available in the Fund are or will be insufficient to pay the benefits described for all Retired Employees, either the Employer or the Union, upon request of either party shall meet to negotiate a resolution of the deficiency. The negotiations may involve any of the following:

- a. Making additional Employer and/or employee contributions; or
- b. Reducing the percentage of premiums paid; or
- c. Modifying the benefits package to reduce the premium cost; or
- d. A combination of these or other changes that ensure the continuance of this medical insurance benefit that may be mutually agreeable to the parties.

It is the parties' understanding that a benefit as provided in this Article or as may be modified by the agreement of the parties shall continue in any successor contract. However, because there may be changes in Federal or State law, or the cost of premiums, or the sufficiency of funds that cannot now be precisely accounted for, the parties have provided for addressing such changes in future contract through good faith negotiations within the parameters described above.

The parties further agree that the Employer may not terminate the existing benefit from future contracts. Any dispute as to the continuance of such benefit as part of a successor agreement may be submitted to interest arbitration at the election of either party in accordance with the authority granted by Section 14 of the Illinois Public Labor Relations Act. The arbitrator shall have the authority to mandate the continuance of the program in the successor contract, but shall not have the authority, to expand or reduce the benefit, or expand the amount of Employer or Employee contributions provided under this Agreement. Upon a showing that there are insufficient funds to maintain the Benefit provided by this Agreement, the arbitrator shall have the authority to reduce the percentage of the premiums paid or modify the benefits package to reduce the premium cost.

6. The term "gross compensation" as used herein, shall mean the annual gross salary received by the employee, as defined in the Police Pension Fund, 40 ILCS 5/3-125.1 (i.e., base salary from Appendix A, plus longevity pay, plus education pay, plus specialty pay).
7. The funds contributed and investment earnings shall be segregated in a separate account of the Employer entitled "Bolingbrook Retired Police Officers Health Insurance Premium Fund." The Fund shall be administered by the Village of Bolingbrook Finance Director who shall serve as a Trustee and who shall hold, invest and distribute all monies in the Fund account for the benefit of the active and retired members of the Union. The parties agree that representatives of the Employer and the Union shall be placed on an Oversight Review Committee to review and monitor receipts and disbursements within the Fund account and to ensure a proper accounting of the Fund account.
8. The terms and conditions of Appendix E are incorporated herein as if fully bargained into this Section. To the extent Appendix E conflicts with Section 8.8 of this Agreement, Appendix E shall control.



**ARTICLE IX**  
**WAGES AND OTHER PAY PROVISIONS**

**Section 9.1. Wage Schedule.**

Police Officers shall be compensated in accordance with the wage schedule attached hereto as Appendix A.

All employees will have their paychecks direct deposited to their bank, with the corresponding pay stubs delivered to their Department mailbox, except for those employees who choose to receive paychecks directly. Employees receiving paychecks directly shall have their paychecks placed in their Department mailboxes by 4:00 p.m. on the Thursday preceding payday.

**Section 9.2. Longevity Pay.**

Full time Police Officers shall be paid longevity pay in addition to their base salaries. They will be paid the entire amount, subject to State and Federal Laws regarding withholding, on the payday following each anniversary date since obtaining full-time status according to the following schedule:

On anniversary of 8, 9, 10, & 11 years of service	\$500
On anniversary of 12, 13, 14, & 15 years of service	\$750
On anniversary of 16, 17, 18, & 19 years of service	\$1000
On anniversary of 20 years of service through retirement	\$1400

Longevity checks shall be payable in a separate check by the Village apart from the Police Officer's normal bi-weekly paycheck. Such longevity pay is to be included in the Officer's pension benefit calculations.

**Section 9.3. Duty Assignments/Incentive Pay.**

Incentive pay will be as follows with percentages listed meaning that the affected Officer's base pay is increased by that amount. Said increase is to be included in the Officer's pension benefit calculation. An Officer is entitled to only one (1) incentive pay increase. They will not be cumulative. An Officer is entitled to the below listed pay increase if he is assigned to the unit or utilized in that capacity.

<u>Assignment</u>	<u>Additional Pay</u>
Investigations	6%
Traffic Unit	4%
Firearms Instructor	3%
Evidence Technician	4%
**Bilingual	3%
Gang Suppression Unit	4%
School Resource Officer	3%
Crime Prevention Officer	3%

D.A.R.E. Officer	3%	
Canine Officer	3%	
C.O.P.S. Officer	3%	
Park Patrol	1%	
REACT Officer	3%	
P.O.P.S.	4%	{combined old C.O.P.S. & Gang/Tactical}

The parties agree that a minimum of four (4) patrol officers shall be assigned to the position of Evidence Technician.

Notwithstanding the language in the introductory paragraph in this Section 9.3, "Rapid Deployment," pay shall increase the base pay of each member of the bargaining unit) to a total of one and three quarters percent (1.75%). Said increase shall be cumulative on top of such Officer's one (1) other incentive or additional pay increase. To initially qualify for and to continue to qualify for such additional or incentive pay for Rapid Deployment, an Officer must satisfactorily complete an initial Certification training class of eight (8) hours and an annual Re-Certification training class of four (4) to eight (8) hours, which training will include classroom, tactical and/or physical components and activity. The Village agrees that it will provide necessary certification/re-certification classes to all members of the bargaining unit on an annual basis.

\*Additional assignments to any specialty position will be based upon the needs of the Department, subject to the approval of the Chief of Police.

\*\* In order to receive Bilingual pay, the affected Officer shall be tested by a vendor selected by the Village and at the Village's expense (no more than once every 365 days or by approval of the Chief of Police) and receive a minimum score of "Advanced -Mid" as defined by the American Council on the Teaching of Foreign Languages (ACTFL). Any bargaining unit members currently receiving bilingual pay shall not be required to re-test.

#### **Section 9.4. Senior/Master Patrolman Compensation.**

Covered officers will receive 2% above top patrol officer base salary, provided they have completed eight (8) years of service and a minimum of 100 hours of advanced training classes. Covered officers will receive 3% above top patrol officer base salary, provided they have completed fifteen (15) years of service and a minimum of 300 hours of advanced training classes.

Advanced training classes will include but are not limited to training classes from NEMRT, Tri-River and Northwestern Center of Public Safety (Traffic Institute). College classes that are law-enforcement related are acceptable if they are taken after graduation from the Police Academy with a minimum grade of "C." All classes are subject to the approval of the Chief of Police. Re-certification classes such as monthly range qualifications,

ASP and CPR are not acceptable. The Office of Professional Standards shall maintain a record of training requests. Officers who are eligible for Senior/Master Patrolman and who are already receiving specialty pay will receive the higher of the two levels of premium compensation, but shall not receive both.

**Section 9.5. Education Pay.**

For those Police Officers covered by this agreement, they shall receive the following additional incentive pay:

- a. \$70 per month for an Associate's Degree in Criminal Justice or a related field to Law Enforcement.
- b. \$90 per month for a Bachelor's Degree in Criminal Justice or a related field to Law Enforcement.
- c. \$100 per month for a Master's Degree in Criminal Justice or a related field to Law Enforcement.

Education pay is to be included in the Officer's pension benefit calculation.

**Section 9.6. Overtime Pay.**

Sworn officers covered by this Agreement receive overtime at a rate of time and one-half as set forth below:

- a. Sworn officers covered by this Agreement who are assigned to work an 8-hour shift shall receive overtime compensation at the rate of time and one-half for each hour they work over 40 hours in the period of one week's time.
- b. Sworn officers covered by this Agreement who are assigned to work a 12-hour shift shall receive overtime compensation at the rate of time and one-half for each hour they work over 80 hours in the period of two weeks' time.
- c. All department meetings and training which occur during an Officer's off duty time will be paid at time and one-half if the meeting occurs in excess of hours set forth in Section 9.5(1) or 9.5(2).
- d. It is understood that travel time for training outside of Bolingbrook, when off duty, will be allocated as either pay or compensatory time at time and one-half.

The Chief of Police or his designee shall have the right to require overtime work and, except in emergencies, such overtime assignments shall be as follows:

**Section 9.6(a). Non-Scheduled Overtime.**

If it is necessary to hold an officer over from a prior shift, or to

call an officer in early from the next shift, selection will first be requested by seniority. If no officer volunteers, and it should be necessary to order an officer to stay or report in early, then overtime will be ordered in the basis of reverse seniority.

**Section 9.6(b). Acceptance of Overtime Assignment.**

In order to accept an overtime assignment, officers must be available for the length of the assignment. Officers on a definite court call (i.e. traffic court, summary suspension hearing, subpoena, or motion to suppress hearing) shall not be able to accept the assignment. Officers on a Court stand-by shall be eligible for overtime assignments.

**Section 9.6(c). Hours Worked.**

"Hours worked" as mentioned above shall include all hours actually worked and any paid leave of absence which shall include but shall not be limited to SICK LEAVE, VACATION LEAVE, HOLIDAY LEAVE, and authorized time off. The normal work day for covered patrol officers shall be twelve (12) hours. Nothing in this Section shall operate to prevent the Chief of Police from requiring officers assigned to specialty positions or special events to work a shift schedule consisting of other than twelve (12) hours. If permanent shifts are designated, 50 percent of that shift will be filled on the basis of seniority.

**Section 9.6(d). Special Events.**

The Chief of Police or his designated representative shall attempt to schedule all Police Officers to work no longer than twelve (12) hours for any special event. Overtime assignments shall be offered on a seniority basis and assigned on a reverse seniority basis. Unless circumstances dictate otherwise, additional hours over and beyond the twelve (12) shall be on a voluntary basis only.

**Section 9.6(e). Show-Up Pay.**

Every Officer covered by this Agreement shall receive a minimum of two (2) hours at that Officers overtime rate of pay for all details and duty assignments required of that officer which do not immediately precede or follow that Officers regularly scheduled work shift.

**Section 9.6(f). Police Volunteer Activity.**

Any volunteer activity of a Police Officer, which was previously authorized by the Chief of Police, will be covered by Worker's Compensation, as described in the attached letter from Mesirow Financial dated May 11, 2006 (Appendix D).

**Section 9.6(g).**

Special overtime. details shall be governed by G.O. 50 currently in effect, except that Section 7 shall be amended to preclude "bumping" within forty-eight (48) hours.

**Section 9.7. Lunch Policy.**

Police Officers covered under this current collective bargaining agreement who are required to work eight and one-half (8 ½) hours shall receive eight (8) hours at regular time and 30 minutes as an unpaid lunch/dinner break. This 30 minutes of unpaid lunch/dinner will be the

officer's personal time; and although he/she may not take departmental equipment out of the limits of the Village of Bolingbrook, he/she can use the equipment within the Village for personal business during said lunch/dinner break. This 30 minute time period will be the officers on time and can be used for his/her personal use.

For all officers working within the 12-hour work schedule, each officer shall be entitled to a thirty-five minute unpaid lunch break. Every effort will be made to allow a fifteen (15) minute break in conjunction with the thirty-five (35) minute lunch break. All officers working within the 12-hour work schedule shall, while on lunch/break time, provide a location where the officer may be contacted and shall remain in communication in case of emergencies via radio, telephone or pager. Should an officer be required to miss his lunch break for duty purposes, said officer shall receive compensation for thirty-five minutes at the officer's overtime rate of pay.

At the beginning of the officer's shift, lunch/dinner assignment will be given to individual officers on a seniority basis. Every effort will be made to accommodate the officer's lunch/dinner preference. If the officer should miss this designated lunch because of official duty, he/she will be compensated at the rate of time and one-half.

Preferences for lunch will be at a reasonable hour.

Exceptions can be made for specialized divisions within the Police Department.

If an officer is required to work an eight and one-half hour shift, the officer shall be able to take his/her thirty (30) minute lunch break. Any eight and one-half (8 ½) hour police officer's lunch shall be uninterrupted by allowing officers to terminate all monitoring devices. In the event the officer chooses to continue to monitor radio traffic and is identified and called to respond causing his/her lunch to be interrupted in any manner it shall be construed as missing his/her entire lunch and he/she shall be paid at the rate of time and one-half. From time to time due to an emergency situation or unusual occurrence, officers may be out on standby before or during this 30 minute lunch/dinner break. In such cases where said lunch is delayed and the officers are put on standby, he/she will be considered to have missed their lunch/dinner break and will be compensated for 30 minutes at the rate of time and one-half.

When an officer required to work an eight and one half hour shift utilizes his/her lunch as his/her own personal time, he/she will be allowed to utilize his/her 30 minutes without documenting where he/she is or leaving notice of where their lunch may be.

#### **Section 9.8. Traffic Control Assignments.**

Absent emergency circumstances, the Village shall utilize members of the bargaining unit for any and all assignments requiring the control and direction of vehicle traffic and/or pedestrian traffic, (excluding school crossing guard assignments), on or in conjunction with public roadways located in the Village of Bolingbrook, regardless of whether said assignments involve officers working regularly scheduled shifts or require the use of officers working the assignments on an overtime basis.

**ARTICLE X**  
**NO STRIKE/NO LOCKOUT**

**Section 10.1. No. Strike.**

No. Police Officer covered by this Agreement shall engage in, induce or encourage a strike, work stoppage, slowdown, or withholding of services. The Metropolitan Alliance of Police agrees that neither it nor any of its officers or agents or members will call, institute, authorize, participate in, sanction or ratify any strike, work stoppage, slowdown, or withholding of services at any time as a result of a labor dispute with the Village for any reason whatsoever.

**Section 10.2. No Lockout.**

The Village will not lock out any Police Officer at any time as a result of a labor dispute with the Metropolitan Alliance of Police or for any reason whatsoever.

**Section 10.3. M.A.P. Responsibility.**

All Police Officers who hold a position of officer, or any other position of authority in the local chapter of M.A.P. occupy a position of special trust and responsibility in maintaining and bringing about compliance with this provision, including the responsibility to remain at work during any interruption which may be initiated by other Police Officers, and to encourage Police Officers violating this paragraph to return to work.



**ARTICLE XI**  
**UNIFORM/EQUIPMENT PROVISIONS**

**Section 11.1. Issued Uniform and Equipment.**

A complete uniform shall be issued by the Village to all new Officers. Said new Police Officers shall be required to maintain, serviceable condition, all uniforms and personal equipment without payment by the Village. The uniform to be furnished shall consist of the following:

One (1) turtleneck Three (3) pair trousers  
Three (3) short sleeved shirts  
Three (3) long sleeved shirts  
One (1) Spiewak jacket  
One (1) dress hat One (1) winter hat One (1) cloth hat  
band  
One (1) tie  
One (1) raincoat  
One (1) plastic cap cover  
One (1) complete set of nylon gear, including:  
One (1) belt  
One (1) holster One (1) ammo case One (1) cuff case One (1)  
0 ring  
Four (4) keepers  
One (1) baton holder Cap stun and Holder  
One (1) expandable baton  
One (1) set cuffs Cloth name tags One (1) star  
One (1) hat shield  
Fourteen (14) shoulder patches  
One (1) manual - rules and regulations  
Three (3) black tee-shirts

**Section 11.2. Uniform Allowance.**

Recruit Police Officers shall not be eligible for the uniform allowance for twelve (12) months after first clothing has been supplied to such Police Officers.

All other Police Officers shall receive an annual uniform allowance payable on the first regular payday following the anniversary date of their employment. If a Police Officer terminates his or her employment before the payment date, there will be no portion of the annual uniform allowance, and such Police Officer will not be entitled to any payments as a uniform allowance. All Police Officers shall be required to maintain, repair, replace and clean uniforms and keep same in neat and serviceable condition as defined by the Chief of Police. The Village agrees to purchase body armor for all newly hired officers, and shall apply annually for grant funds in order to replace worn or dated body armor of the current officers.

Upon separation from service from the Village, all Police Officers shall promptly return all uniforms in their possession.

Uniform allowances will be as follows, paid on the employee's anniversary date:

<u>DATE</u>	<u>AMOUNT</u>
May 1, 2015 to April 30, 2018	\$1000

**Section 11.3. Damaged Uniform/Equipment Replacement.**

Any issued uniform or issued equipment damaged in the line of duty and without negligence of the Police Officer involved shall be repaired or replaced by the Village at its expense. Damage or destruction of eyeglasses or contact lenses, occurring on duty, shall be replaced or repaired by the Village at its expense. Damage or destruction to watches, occurring on duty, shall be repaired or replaced by the Village at its expense with a maximum of \$50.00.

**ARTICLE XII**  
**COURT PAY**

**Section 12.1. Local Court Pay.**

Covered officers shall receive three (3) hours pay at the affected officer's overtime rate for each local court appearance. Should an officer have to spend more than the designated minimum three (3) hours, they shall receive the additional time as "compensatory time" or at the applicable overtime rate at the affected officer's discretion.

**Section 12.2. NonLocal Court Pay.**

When an officer, while not on duty, attends court in locations other than Bolingbrook, compensation will be at time and one-half including travel time originating at the Bolingbrook police station. Beginning May 1, 2014, covered officers shall receive a minimum of three (3) hours pay at the affected officer's overtime rate for all court appearances. In the event the officer has to spend more than the designated minimum three (3) hours, they shall receive the additional time as "compensatory time" or at the applicable overtime rate at the affected officer's discretion.

**Section 12.3. Court OnCall Compensation.**

Employees required to remain on stand-by status for Court duty on behalf of the employer who are not subsequently required to attend Court, will be compensated with compensatory time at the rate of time and one-half the affected officer's regular straight time hourly rate for one hour and twenty minutes of on-duty time for each occurrence of standby. (i.e., compensatory time of two hours total for each occurrence of standby).

When an off duty officer is required to communicate with an officer of the courts, that officer will be compensated at a minimum of one quarter (1/4) hour and thereafter in one quarter hour increments at the affected officer's overtime rate of pay for each phone call. For example a ten (10) minute phone call would be compensated at fifteen (15) minutes and a twenty (20) minute phone call would be compensated at one half ( 1/2 ) hour.

**ARTICLE XIII**  
**GRIEVANCE PROCEDURE**

**Section 13.1. Definition of Grievance.**

A grievance is a claim of a Police Officer, or a group of Police Officers with respect to a single common issue, that there has been a violation, misinterpretation or misapplication of the express provisions of this Agreement.

It is understood that the grievance procedure herein does not affect or inhibit the rights of the Board of Fire and Police Commissioners or limit in any way its jurisdiction to discharge its duties and responsibilities pursuant to Chapter 24, Division 2.1 of Illinois Revised Statutes or the Rules and Regulations adopted by the Employer or the Board of Fire and Police Commissioners pursuant thereto.

It is understood that the grievance procedure herein does not affect or inhibit the rights of the Board of Fire and Police Commissioners or limit in any way its jurisdiction to discharge its duties and responsibilities pursuant to Chapter 24, Division 2.1 of Illinois Revised Statutes or the Rules and Regulations adopted by the Employer or the Board of Fire and Police Commissioners pursuant thereto.

**Section 13.2. Procedure.**

A grievance shall be processed in the following manner:

Step 1: Any Police Officer, with or without his shift union steward, covered by this Agreement who has a grievance shall submit it to the unit Lieutenant, provided that said grievance shall be in writing and signed by the aggrieved Police Officer. The grievance shall be submitted within 15 calendar days after the Police Officer becomes aware or should have become aware of the event in question. The unit Lieutenant shall give his written answer within three (3) calendar days after such presentation.

Step 2: If the grievance is not settled in Step 1 and the Police Officer wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be referred in writing to the Deputy Chief within five (5) calendar days after the designated Lieutenant's answer in Step 1. The Deputy Chief shall discuss the grievance within five (5) calendar days with the Police Officer and if the Police Officer so designates, the shift union steward at a time mutually agreeable to the parties. If no settlement is reached, the Deputy Chief shall give his answer to the Police Officer within five (5) calendar days following their meeting.

Step 3: If the grievance is not settled in Step 2 and the Police Officer wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be referred in writing to the Police Chief within five (5) calendar days after the Deputy Chief's answer in Step 2. The Police Chief shall discuss the grievance within five (5) calendar days with the Police Officer and if the Police Officer so designates, the shift union steward at a time mutually agreeable to the parties. If no settlement is reached, the Police Chief shall give his answer to the Police Officer within five (5) calendar days following their meeting.



Step 4: If the grievance is not settled in Step 3 and the Police Officer desires to appeal, it shall be referred by the Police Officer in writing to the Village Administrator, or his designated representative, within five (5) calendar days after the Department's answer in Step 3. A meeting between the Village Administrator or his representative, and the Police Chief, and the Police Officer, and if the Police Officer so designates, the shift union steward shall be held at a time mutually agreeable to the parties, within five (5) calendar days of receipt of the Employee's appeal. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Village Administrator, or his representative, and the Police Officer, and if appropriate, the Union. If no settlement is reached, the Village Administrator, or his representative, shall give the Village's written answer to the Police Officer within five (5) calendar days following the meeting,

### **Section 13.3. Arbitration.**

If the grievance is not resolved at Step 4 to the satisfaction of the Police Officer, it may refer to the grievance to binding arbitration by notifying the Police Chief within ten (10) calendar days of receipt of the Step 4 written decision. At the same time, the Police Officer shall forward a demand for arbitration to the American Arbitration Association, or Federal Mediation and Conciliatory Service, requesting a list of five (5) arbitrators or mediators.

Upon receipt of the list of arbitrators or mediators, the parties shall have five (5) calendar days in which to research the names therein. Upon expiration of the research period, the Police Chief (or designee) and the Police Officer shall meet within two (2) days to select an arbitrator. If the parties cannot agree on the selection of an arbitrator, each party will alternatively strike one name from the list until only one arbitrator remains. The party winning the toss of a coin shall have the option of striking the first name or having the other party do so.

Notification of selection and all proceedings shall conform to the rules and regulations outlined by the American Arbitration Association or Federal Mediation and Conciliatory Service. Such proceedings shall take place at the earliest date possible. The expenses for all services and proceedings shall be shared equally by the Employer and the Metropolitan Alliance of Police.

The arbitrator or mediator shall act in a judicial, not legislative, capacity and shall have no right to recommend to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall only consider and make a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue not submitted to him. The arbitrator or mediator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law or any Village ordinance. The arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision

rendered consistent with the terms of this Agreement shall be final and binding.

**Section 13.4. Time Limits for Filing.**

No grievance shall be entertained or processed unless it is submitted within fifteen (15) calendar days after the Police Officer concerned has become aware or should have become aware, through the use of reasonable diligence of the occurrence of the event giving rise to the alleged grievance.

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". 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 Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Police Officer may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the Employer and the Police Officer involved in each step.

**Section 13.5. Forms.**

The Village may furnish grievance forms which can be used by both parties.

**Section 13.6. Use of Electronic Data for Discipline.**

STARCOMM21 electronic data, or any other source of electronic data, shall not be used as the sole basis for implementing or investigating alleged misconduct by any bargaining unit member covered by the current Collective Bargaining Agreement between the parties.



**ARTICLE XIV**  
**DISCIPLINE PROCEDURES/OFFICER BILL OF RIGHTS**

**Section 14.1. Officer Bill of Rights.**

The parties will abide by the Uniform Peace Officers Disciplinary Act, 50 ILCS 725/1 et seq. In addition, during questioning as part of an "informal inquiry," as defined by the Act, an officer will be allowed reasonable time to consult with an attorney as long as it does not disrupt the daily activity of the Department.

**Section 14.2 Informal Inquiry.**

"Informal Inquiry" means correspondence with or a meeting by supervisory or administrative personnel with an officer upon whom an allegation of misconduct has come to the attention of such supervisor or command personnel, the purpose of which meeting is to meditate a violation of Department rule, regulation, policy, and/or complaint and discuss the facts to determine whether a formal investigation would be commenced. An officer will be allowed reasonable time to consult with an attorney during questioning as long as it does not disrupt the daily activity of the Department.

**Section 14.3. Discipline.**

All discipline shall be in accordance to the Laws of the State of Illinois and the Municipal Code of the Village of Bolingbrook.

**Section 14.4. Review of Personnel File.**

All Police Officers may review their respective personnel files pursuant to the authority of the Illinois Revised Statutes.

**Section 14.5. Receipt of Written Reprimands.**

Any time a Police Officer is given a written reprimand, said Police Officer shall receive a copy of such reprimand being placed in his personnel file within seven (7) days of the reprimand.

**Section 14.6. Purge of Personnel File.**

Upon written request from the employee, any written reprimand or counseling form shall be removed from the employee's record if, from the date of the last reprimand or counseling form, twelve months have passed without the Police Officer receiving an additional reprimand or other discipline for the same or substantially similar offense.

**Section 14.7 Suspension or Termination.**

The parties agree that the Chief of Police (or the Chief's designee) shall have the right to suspend a non-probationary officer for up to thirty (30) days (eight hour days) or dismiss a non-probationary officer for just cause, without filing charges with the Village Board of Fire and Police Commissioners. Upon providing the employee with written notice of the basis of the discipline (including all alleged rule violations and the factual basis upon which the discipline is based), the decision of the Police Chief or the Chief's designee with respect to the suspension or dismissal action shall be deemed final, subject only to the review of said decision through the grievance and arbitration procedure, provided a grievance is filed in writing within fifteen (15) calendar days after such discipline is imposed. The sole recourse for appealing any such decision by the Chief of Police shall be for the employee to file a grievance as described herein.

The union will have the sole power to elect whether an employee's grievance regarding an employee's suspension or termination will be advanced. If the union elects to file a grievance as to the employee's suspension or dismissal, the grievance shall be processed in accordance with Article XIII of this Agreement, except that it shall be filed at Step 4 of the procedure. If the grievance proceeds to arbitration and the arbitrator determines that the disciplinary action was not supported by just cause the arbitrator shall have the authority to rescind or to modify the disciplinary action and order back pay, or a portion thereof. No relief shall be available from the Board of Fire and Police Commissioners with respect to any matter which is subject to the grievance and arbitration procedure set forth in Article XIII of the Agreement. Any appeal of an arbitrator's award shall be in accordance with the provisions of the Uniform Arbitration Act as provided by Section 8 of the IPLRA.

Pursuant to Section 15 of the IPLRA and 65 ILCS 10-2.1-17, the foregoing provision with respect to the appeal and review of suspension or discharge decisions shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be contained in the Rules and Regulations of the Village Board of Fire and Police Commissioners.

Discipline of probationary officers shall not be subject to the grievance and arbitration procedure.

**ARTICLE XV**  
**SICK LEAVE**

**Section 15.1. Sick Leave.**

The purpose of sick leave is to provide the Police Officer with protection against loss of income due to personal sickness or injury which prevents the performance of normal job duties. Police Officers may occasionally use accrued sick leave for the care of dependents of their household who may be afflicted with a short term illness when no other person is available to provide care. Other provisions shall be made if the dependent requires extended care.

**Section 15.2. Notification.**

All Police Officers are required to give proper and timely notices of absences as determined by the Chief of Police. Failure to provide such notices will constitute absence without leave.

**Section 15.3. Eligibility.**

1. Full-Time Police Officers accumulate sick leave at the rate of eight (8) hours per month.

2. Probationary Police Officers will accrue sick leave, but will not be eligible to receive sick leave benefits until after six (6) months of actual service with the Village. This provision shall not apply to Police Officers on probation due to promotion.

3. Police Officers are permitted to accrue sick leave up to a maximum of 300 days (2,400 hours) for the purposes of providing sick leave benefits.

4. Police Officers who are ill and unable to work, but do not have accumulated sick leave, may be granted personal leave without pay.

**Section 15.4. Verification of Physical Disability.**

A Police Officer may use sick leave for a bona fide illness; sick leave cannot be taken for personal reasons (as outlined in the Personnel Policy Manual of the Village of Bolingbrook). Verification of illness shall not be required until a Police Officer has called in sick for three (3) consecutive work days.

**Section 15.5. Sick Leave Incentive.**

Upon retirement, layoff, or voluntary separation, and having given a minimum of two (2) weeks' notice and after a minimum five (5) years of continuous service, 50% of an employee's accumulated sick leave, up to a maximum accumulation of 960 hours (120 days), shall be paid at his/her current hourly rate of pay. This section will result in a maximum sick leave incentive benefit of 480 hours at the affected Officer's hourly rate of pay. Officers that are terminated are not eligible for this payout benefit.

**Section 15.6. Light Duty.**

Officers may be assigned to light duty for a reasonable amount of time at the discretion of the Chief of Police if positions exist within the Department, and he/she is capable of performing the duties of that position and further, that he/she has received a medical clearance to return to full duty within a reasonable amount of time.



**ARTICLE XVI**  
**LEAVES**

**Section 16.1. General Leave.**

A Police Officer, regardless of length of service or status, may be absent from work without pay and without losing fringe benefits for a period of thirty (30) days subject to written approval of Chief of Police. In no case shall benefits accrue to the Police Officer while he is on an extended leave of absence beyond thirty (30) days. This clause applies to unpaid leaves of absence; it does not apply to workman's compensation leave or to extended sick leaves of up to three (3) months (when an employee covered by this Agreement is utilizing accrued sick leave, compensatory time, vacation time and/or holidays in order to maintain their income).

Unauthorized absence from work shall be caused for disciplinary action.

**Section 16.2. Military Leave.**

A full time Police Officer of the Village shall be entitled to a military leave of absence without pay while serving with the Armed Forces of the United States. Such Police Officer shall, upon honorable discharge from Military Service be returned to the same position or one of like seniority status and pay. Such person shall apply for re-employment within thirty (30) days after separation from active duty and shall report for work within sixty (60) days after separation from active duty. Should a Police Officer already on military leave voluntarily reenlist or voluntarily extend his or her period of military service, military leave for that Police Officer shall be terminated.

A Police Officer shall be entitled to military leave without pay as a member of an organized reserve unit of the Armed Forces of the United States should such unit be ordered to active duty in a time of National emergency or for training exercises. Such leave of absence for military reserve training exercises shall not exceed two (2) weeks in each calendar year without prior approval of the Chief of Police.

All military leaves shall be subject to and in accordance with all applicable Federal Law and the Illinois Serviceman's Employment Tenure Act.

**Section 16.3. Family Leave.**

The Village and M.A.P. Bolingbrook Chapter 3 agree to abide by the terms and conditions of the Family and Medical Leave Act of 1993, Public Law 103-3.

**Section 16.4. Bereavement Leave.**

In case of a death in the family, the Employer will allow a bereavement leave as follows:

<u>Days</u>	<u>Family Member</u>
5 days	Spouse, children or step-children, parents and parents of spouse.
3 days	Brother or brothers-in-law, sister or sisters-in-law.
1 day	Aunts, uncles, nieces, nephews, grandparents and grandchildren.

The Police Chief can grant up to three (3) days of bereavement leave for grandchildren if circumstances warrant the additional days off.

In addition, the Office of the Chief will have the authority to grant bereavement leave for unusual cases not listed above consistent with the above levels.

**Section 16.5. Jury Duty.**

When Police Officers are required to report for jury duty and are scheduled to work shift work, the Department will schedule that Police Officer to work day shift during that period of time.

When the Police Officer is notified of jury duty, they are required to forward a copy of this summons, upon receipt, to the Office of the Chief, to provide enough advance notice to reschedule that person to day shift.

Once assigned to jury duty, if that Police Officer is dismissed one (1) hour or more prior to the end of his or her assigned shift, the Police Officer is required to return to work to finish his or her assigned shift. No overtime is paid for jury duty.

**ARTICLE XVII**  
**NON-DISCRIMINATION**

**Section 17.1. Discrimination Prohibited.**

Both the Employer and M.A.P. agree not to discriminate against any Police Officer covered by this Agreement, on the basis of race, creed, color, national origin, age, sex, or any other basis violative of the law.

**Section 17.2. Association Membership.**

The Employer and M.A.P. agree that no Police Officer shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by P.A. 83-1012 or by this Agreement.

**Section 17.3. Residency.**

Employees shall be allowed to reside in a community which falls within a thirty (30) mile radius of the intersection of Briarcliff Road and North Bolingbrook Drive (Route 53). With the execution of this Agreement, the parties hereto shall meet to agree upon a list of communities which meet this criteria and be attached hereto as Appendix "B".



**ARTICLE XVIII**  
**EMPLOYEE DEVELOPMENT AND TRAINING**

**Section 18.1. Job Training and Orientation.**

The Employer shall endeavor to provide Police Officers with reasonable orientation with respect to current procedures, forms, methods, techniques, materials and equipment normally used in Police Officers' work and assignments and periodic changes therein, including where available and relevant to such work, procedural manuals. The Employer subscribes to the principles of advancement and promotions within the Police Department. The Employer encourages Police Officers to participate in job-related training and education programs.

**Section 18.2. Conferences and Seminars.**

Police Officers shall be granted reasonable amounts of leave with pay to attend job-related meetings, conferences, and seminars with the prior approval of the Chief of Police. The Employer shall pay the costs of attendance fees, overnight travel allowances, and other travel expenses as allowed by the Village of Bolingbrook official travel policy.

**Section 18.3. Tuition.**

The Employer encourages Police Officers to improve and upgrade their skills through participation in job-related courses at local colleges and universities. Tuition for approved courses will be reimbursed by the Employer, provided the Police Officer meets the following requirements:

- a. The Police Officer is a full-time Employee of the Police Department and has completed his/her probationary period.
- b. The program is job-related and the Police Officer has requested and received prior approval from the Chief of Police before enrollment.
- c. The Police Officer attends an accredited school.
- d. The Police Officer remains with the Village for six (6) months after the course reimbursement. Should the Police Officer, for any reason, terminate before the conclusion of the six (6) month service, the Village will be reimbursed on a prorate basis.
- e. The Chief of Police will submit a Purchase Order in advance of enrollment for proper approval.
- f. The Employer will limit reimbursement for tuition costs to a maximum of \$1,600.00 per fiscal year per employee.
- g. To qualify for reimbursement, Police Officers must have receipts for tuition plus a grade report card showing the course work was completed with a grade of "C" or above.
- h. All tuition reimbursement is subject to the availability of funds as provided in the annual budget.

- i. There will be no tuition reimbursement program not directly related to Police management or the Police field nor will there be tuition reimbursement for any doctorate or law degree course work.

**Section 18.4. Firearms Training.**

Firearms training is to be provided to Police Officers as described in the appropriate general orders of the department. In order to promote such training, ammunition will be provided by the employer in sufficient quantities and calibers (specifically 45 ACP, 38 special and/or 357 magnum, 44 special, 9mm and 40 S&W) to accomplish said training.

**ARTICLE XIX**  
**OFF DUTY EMPLOYMENT**

**Section 19.1. Employment Outside Department.**

The Chief of Police may restrict off duty employment in the best interest of department operations. Police Officers may be allowed to engage in off duty employment up to a maximum of twenty-four (24) hours per work week, subject to the prior written approval of the Chief of Police or his designee.

**ARTICLE XX**  
**SAVINGS**

**Section 20.1. Savings Clause.**

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

**ARTICLE XXI**  
**RETROACTIVE CLAUSE**

**Section 21.1. Retroactive Clause.**

This entire contractual agreement consisting of all wage benefits and working conditions described in its entirety shall be retroactive to May 1, 2015, except as provided in this Agreement.

**ARTICLE XXII**  
**ENTIRE AGREEMENT**

**Section 22.1. Entire 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 of matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and M.A.P., for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees with respect to any subject or matter referred to, or covered in this agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing.



**ARTICLE XXIII**  
**TERMINATION**

**Section 23.1. Termination.**

This Agreement shall be effective as of the 1st day of May, 2015, and shall remain in full force and effect until the 30th day of April, 2018. All pay will be retroactive to May 1, 2015, except as provided in this Agreement.

It shall continue in effect from year to year after April 30th, 2018, unless notice of "Request to Renegotiate" is given in writing by registered or certified mail by either party not less than sixty (60) days or more than one hundred twenty (120) days before the expiration date. Notices to renegotiate required by this provision, if by the Employer, shall be addressed to M.A.P. Chapter 3, in care of the Local President of Chapter 3, at 375 West Briarcliff Road, Bolingbrook, Illinois 60440, and if by M.A.P. to the Employer, at the office of the Village Administrator, 375 West Briarcliff Road, Bolingbrook, Illinois 60440. Either party may by written notice change the address to which notices are given. Notices shall be considered to have been given as of the date shown on the postmark.


In the event that the Agreement is open for renegotiation as provided herein by any party, the parties shall thereafter, within a reasonable time after receipt of such notification, bargain collectively in an attempt to reach an amicable resolution to Tatters of concern to either the Village or the Metropolitan Alliance of Police, and provided further that the provisions of the current Agreement shall remain in full force and effect.

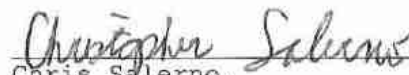
The Employer and M.A.P. and their representatives mutually agree to carry out the performance of this Agreement in good faith. The Employer and M.A.P. further agree to faithfully comply with the case and statute law of the State of Illinois.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this  
28 day of November, 2017.

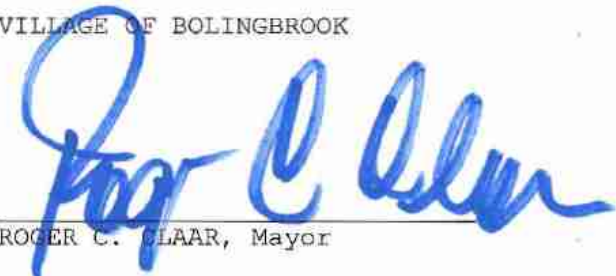
METROPOLITAN ALLIANCE OF  
POLICE, BOLINGBROOK  
POLICE CHAPTER #3

  
\_\_\_\_\_  
Keith R. George,  
President M.A.P.

  
\_\_\_\_\_  
ROBERT LIAZUK  
President, M.A.P. Chapter #3

  
\_\_\_\_\_  
Chris Salerno,  
~~Secretary~~ M.A.P., Chapter #3  
Vice President

VILLAGE OF BOLINGBROOK

  
\_\_\_\_\_  
ROGER C. CLaar, Mayor

  
\_\_\_\_\_  
CAROL PENNING, Village Clerk

**APPENDIX A**  
**SALARY SCHEDULE**

Salaries shall be paid to Police Officers as follows:

	Current	5-1-15 to- 4/30/2016	5-1-16 to- 4/30/2017	5-1-17 to- 4/30/2018
STEP I	\$60,338.25	\$61,846.71	\$63,392.87	\$64,977.70
STEP II	\$73,267.86	\$75,099.56	\$76,977.05	\$78,901.47
STEP III	\$86,197.50	\$88,352.44	\$90,561.25	\$92,825.28

The above salary schedule shall be retroactive to May 1, 2015. For the above, steps are defined as follows:

Step I	Recruit: hiring salary, 70% of step 3
Step II	1st anniversary of hiring, 85% of step 3
Step III	5th anniversary - Top out

## APPENDIX B

### RESIDENCY LIMITATIONS

Alsip	East Dundee	Lemont	Palos Park	Wayne
Arlington Heights	East Hazel Crest	Lily Lake	Park Forest	West Chicago
Aurora	Elburn	Lincolnwood	Park Ridge	West Dundee
Barrington	Elgin	Lisle	Peotone	Westchester
Barrington Hills	Elk Grove Village	Lockport	Phoenix	Western Springs
Bartlett	Elmhurst	Lombard	Plainfield	Westmont
Batavia	Elmwood Park	Lynwood	Plano	Wheaton
Bedford Park	Elwood	Lyons	Plattville	Wheeling
Bellwood	Evanston	Manhattan	Posen	Whiting, IN
Bensenville	Evergreen Park	Markham	Prospect Heights	Willow Springs
Berkeley	Flossmoor	Matteson	Richton Park	Willowbrook
Berwyn	Ford Heights	Maywood	River Forest	Wilmington
Big Rock	Forest Park	McCook	River Grove	Winfield
Bloomington	Forest View	Merrionette Park	Riverdale	Wood Dale
Blue Island	Frankfort	Midlothian	Riverside	Woodridge
Bolingbrook	Franklin Park	Millbrook	Robbins	Worth
Braidwood	Geneva	Millington	Rockdale	Yorkville
Bridgeview	Glen Ellyn	Minooka	Rolling Meadows	
Broadview	Glendale Heights	Mokena	Romeoville	
Brookfield	Glenview	Monee	Roselle	
Burbank	Glenwood	Montgomery	Rosemont	
Burnham	Golf	Morris	Sandwich	
Burr Ridge	Hammond, IN	Morton Grove	Sauk Village	
Calumet City	Hanover Park	Mount Prospect	Schaumburg	
Calumet Park	Harvey	Munster, IN	Schiller Park	
Campton Hills	Harwood Heights	Naperville	Shorewood	
Carbon Hill	Hazel Crest	New Lenox	Sleepy Hollow	
Carol Stream	Hickory Hills	Newark	South Barrington	
Carpentersville	Hillside	Niles	South Chicago Heights	
Channahon	Hinckley	Norridge	South Elgin	
Chicago	Hinsdale	North Aurora	South Holland	
Chicago Ridge	Hodgkins	North Riverside	St. Charles	
Cicero	Hoffman Estates	Northlake	Steger	
Clarendon Hills	Homer Glen	Oak Brook	Stickney	
Country Club Hills	Hometown	Oak Forest	Stone Park	
Countryside	Homewood	Oak Lawn	Streamwood	
Crest Hill	Indian Head Park	Oak Park	Sugar Grove	
Crestwood	Inverness	Oakbrook Terrace	Summit	
Crete	Itasca	Olympia Fields	Symerton	
Darien	Joliet	Orland Hills	Thornton	
Des Plaines	Justice	Orland Park	Tinley Park	
Diamond	Kaneville	Oswego	University Park	
Dixmoore	La Grange	Palatine	Villa Park	
Dolton	La Grange Park	Palos Heights	Virgil	
Downers Grove	Lansing	Palos Hills	Warrenville	

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**APPENDIX B**  
**RESIDENCY LIMITATIONS**  
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## APPENDIX C

## HEALTH INSURANCE EMPLOYEE MONTHLY PREMIUM COST

PLAN NUMBER	PLAN DESCRIPTION AND AMOUNT 5/1/15	EMPLOYEE	EMPLOYEE +1 DEPENDENT	EMPLOYEE + FAMILY
1	\$100 Deductible / \$600 Maximum Out-of Pocket	\$136.00	\$172.42	\$216.16
2	\$100 Deductible / \$750 Maximum Out-of Pocket	\$120.20	\$147.98	\$180.78
3	\$100 Deductible / \$1000 Maximum Out-of Pocket	\$117.18	\$126.45	\$137.35
4	\$500 Deductible / \$1000 Maximum Out-of Pocket	\$36.25	\$41.45	\$56.49

PLAN NUMBER	PLAN DESCRIPTION AND AMOUNT 5/1/16	EMPLOYEE	EMPLOYEE +1 DEPENDENT	EMPLOYEE + FAMILY
1	\$100 Deductible / \$600 Maximum Out-of Pocket	\$153.68	\$194.84	\$244.26
2	\$100 Deductible / \$750 Maximum Out-of Pocket	\$135.83	\$167.22	\$204.28
3	\$100 Deductible / \$1000 Maximum Out-of Pocket	\$132.42	\$142.89	\$155.21
4	\$500 Deductible / \$1000 Maximum Out-of Pocket	\$40.96	\$46.84	\$63.83

PLAN NUMBER	PLAN DESCRIPTION AND AMOUNT 5/1/17	EMPLOYEE	EMPLOYEE +1 DEPENDENT	EMPLOYEE + FAMILY
1	\$100 Deductible / \$600 Maximum Out-of Pocket	\$169.05	\$214.32	\$268.68
2	\$100 Deductible / \$750 Maximum Out-of Pocket	\$149.41	\$183.94	\$224.70
3	\$100 Deductible / \$1000 Maximum Out-of Pocket	\$145.66	\$157.18	\$170.73
4	\$500 Deductible / \$1000 Maximum Out-of Pocket	\$45.05	\$51.52	\$70.21



APPENDIX D



May 11, 2006

Submitted via email [jboantibbolingbrook.com](mailto:jboantibbolingbrook.com)

Mr. James Roan  
Village of Bolingbrook  
375 W. Briarcliff Road  
Bolingbrook, IL 60440-0951

Re: Workers Compensation Coverage — Safety National Casualty Corporation  
Policy PAGC 8935-IL  
Term: December 15, 2005-2006

Dear Jim:

Per a previous conversation, the Village's Workers Compensation coverage extends to volunteers as authorized by the Village. This pertains to the Police force as well as other departments.

If you have any other questions regarding this coverage, please contact the undersigned.

Sincerely,  
Mesirow Insurance Services, Inc.

A handwritten signature in cursive script, appearing to read 'Dorothy Sturz'.

Dorothy Sturz  
Vice President — Public Entity

dsturz@mesiro [wfinancial.com](http://wfinancial.com)  
(312) 595 7193

350 North Clark Street • Chicago, Illinois 60610 312-595-6000

Mesirow Advanced Strategies, Inc. • Mesirow Financial Investment Management Inc.  
Mesirow Insurance Services, Inc. • Meadow Private Equity Investments Inc. • Mesirow Sloan Real Estate  
Securities offered through Mesirow Financial, Inc. Member NYSE SIPC

**APPENDIX E**  
**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**THE VILLAGE OF BOLINGBROOK, EMPLOYER**  
**AND**  
**METROPOLITAN ALLIANCE OF POLICE, CHAPTER #3**

This Memorandum of Agreement is hereby made and entered into by and between the Village of Bolingbrook, (hereinafter the "Employer") and Metropolitan Alliance of Police, Chapter #3, (hereinafter the "Union").

The purpose of the Memorandum is the modification of the level of contribution made by the employees covered by the Union through the Collective Bargaining Agreement (hereinafter "CBA"), into the Bolingbrook Retiree' Fund (hereinafter the "Fund") which provides retiree healthcare per the Village of Bolingbrook Ordinance No. \_\_\_\_\_ for the benefit of members of the Union.

*IT IS MUTALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:*

1. The current collective bargaining agreement Section 8.8.3 covering the Union, and Village Ordinance No. \_\_\_\_\_ provides that employees covered by CBA's contribute One Percent (1%) of their annual salary to the Fund.
2. The Fund is currently not able to make its payments towards the insurance premiums and associated costs of retired members of the Union as a result of insufficient funding.
3. The Union obtained an actuary to analyze the income of the fund and to make recommendations as to modifying such income to meet the current and future needs of the Fund. In the Actuarial Report dated August 11, 2015, Actuary Todd A. Schroeder recommended Union members increase their contribution to 2.5% of current salary.

4. On May 13, 2015, the parties agreed, on a temporary and non-precedential basis, all current active employees represented by the Union will increase their contribution One and One-Half Percent (1.5%) to a TOTAL of Two and One-Half Percent (2.5%) of their current annual salary deducted per payroll period.
5. By this Memorandum of Agreement, the Union and the Village agree to modify Section 8.8.3 of the Agreement to allow for the increase in contributions by employees.
6. The Parties agree the Village of Bolingbrook will continue to manage the Retiree's Fund until an agreement can be reached for the Oversight Committee to assume the role of management of the Fund.
7. In the event an agreement is not reached on who will manage the Fund, the Village agrees the current oversight Committee will be authorized and recognized by the Village as the sole negotiator on behalf of the Union regarding the maintenance and funding of the Fund.
8. The Village of Bolingbrook shall continue to contribute its one percent (1%) of covered employees' wages as its share of contribution to the fund.

This Memorandum of Agreement will take effect upon the signature of the Union represented below and the Employer, and shall remain in effect until the appropriate expiration date of the CBA or the execution of a new Memorandum of Agreement between these parties. This Memorandum is deemed part of the CBA and may be enforced via the contractual grievance procedure.

This copy of your contract  
was provided by the  
Metropolitan Alliance of Police.  
Any comments or suggestions,  
please contact us.

***Keith R. George***  
***President***