

PUBLISHED IN PAMPHLET FORM FOR THE FOLLOWING:

ORDINANCE 13-088

TITLED:

**APPROVING NEGOTIATED AGREEMENT BETWEEN THE
METROPOLITAN ALLIANCE OF POLICE BOLINGBROOK COMMAND
CHAPTER #4 AND THE VILLAGE OF BOLINGBROOK**

**VILLAGE CLERK
VILLAGE OF BOLINGBROOK**

ORDINANCE NO. 13-088

**ORDINANCE APPROVING NEGOTIATED AGREEMENT BETWEEN
THE METROPOLITAN ALLIANCE OF POLICE BOLINGBROOK
COMMAND CHAPTER #4 AND THE VILLAGE OF BOLINGBROOK**

WHEREAS, the Mayor and Board of Trustees believe and hereby declare that it is in the best interests of the Village and the Metropolitan Alliance of Police Bolingbrook Chapter #4, to enter into the negotiated agreement attached hereto 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 AS FOLLOWS:

SECTION ONE: The Mayor and Board of Trustees hereby approve the negotiated agreement between the Village and the Metropolitan Alliance of Police Bolingbrook Chapter #4, which agreement is attached hereto, and the Mayor and Village Clerk shall be and they are hereby authorized and directed to execute and attest said Agreement in substantially the form attached hereto.

SECTION TWO: Any policies, resolutions, ordinances or prior agreements relating to the subject matter contained in this ordinance or the agreement attached hereto shall be, and they are hereby, repealed and shall be of no further force and effect.

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 17TH day of December, 2013.

AYES: 6 – Brown, Lawler, Morales, Morelli, Schanks, Tarate

NAYS: None

ABSENT: None

APPROVED THIS 17TH day of December, 2013.

ATTEST:

VILLAGE CLERK

MAYOR

PUBLISHED BY THE VILLAGE CLERK, IN PAMPHLET FORM, BY AUTHORITY OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF BOLINGBROOK ON DECEMBER 18, 2013.

JM\171349\12/6/13

Ordinance No. 13-088

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 December 17, 2013, the Corporate Authorities of such municipality passed and approved Ordinance 13-088 entitled:

APPROVING NEGOTIATED AGREEMENT BETWEEN THE METROPOLITAN ALLIANCE OF POLICE BOLINGBROOK COMMAND CHAPTER #4 AND THE VILLAGE OF BOLINGBROOK

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance 13-088 including the Ordinance and a cover sheet, thereof, was prepared on December 18, 2013. Copies of such Ordinance are available for public inspection upon request in the office of the Village Clerk.

DATED at Bolingbrook, Illinois, this 18th day of December, 2013.



Carol S. Penning

Carol S. Penning, CMC
VILLAGE CLERK

NEGOTIATED AGREEMENT BETWEEN THE
METROPOLITAN ALLIANCE OF POLICE
BOLINGBROOK COMMAND CHAPTER #4

AND

THE VILLAGE OF BOLINGBROOK

FOR THE PERIOD COVERING
MAY 1, 2012 THROUGH
APRIL 30, 2018

INDEX

ARTICLE I	6
PREAMBLE	6
ARTICLE II	6
Section 2.1. <u>Recognition</u>	6
Section 2.2. <u>Fair Representation</u>	6
Section 2.3. <u>Gender</u>	6
Section 2.4. <u>Labor Management Meetings</u>	6
ARTICLE III	7
MANAGEMENT RIGHTS	7
Section 3.1. <u>Management Rights</u>	7
Section 3.2. <u>Civil Emergency Provision</u>	8
Section 3.3. <u>Work Capacity Examination</u>	8
ARTICLE IV	8
RIGHTS OF M.A.P.	8
Section 4.1. <u>M.A.P. President</u>	8
Section 4.2. <u>Rights of M.A.P.</u>	8
Section 4.3. <u>Fair Share</u>	9
Section 4.4. <u>Dues Deductions</u>	9
ARTICLE V	9
LAYOFF	9
Section 5.1. <u>Layoff and Recall</u>	9
Section 5.2. <u>Definition of Seniority</u>	9
Section 5.3. <u>Seniority Lists</u>	10
Section 5.4. <u>Filling of Vacancies</u>	10
Section 5.5. <u>Termination of Seniority</u>	10
Section 5.6. <u>Job Security</u>	10
ARTICLE VI	10
HOLIDAYS/COMPENSATORY TIME	10
Section 6.1. <u>Holidays</u>	10
Section 6.2. <u>Holiday Pay</u>	11
ARTICLE VII	11
VACATION	11
Section 7.1. <u>Vacation Accumulation Rate</u>	11
Section 7.2. <u>Vacation Scheduling</u>	12
Section 7.3. <u>Unused Vacation</u>	12
Section 7.4. <u>Separation from Service</u>	12

ARTICLE VIII	12	
INSURANCE AND OTHER BENEFITS	12	
Section 8.1. <u>Group Hospital and Medical Plan</u>	12	
Section 8.2. <u>Health Insurance Coverage Continuation</u>	13	
Section 8.3. <u>Employee Health Insurance/Benefits</u>	13	
Section 8.4. <u>Life Insurance</u>	13	
Section 8.5. <u>Dental Insurance</u>	13	
Section 8.6. <u>Employee Disability</u>	14	
Section 8.7. <u>Disability Health Coverage</u>	14	
Section 8.8. <u>Retiree Health Insurance</u>	14	
ARTICLE IX	16	
WAGES AND OTHER PAY PROVISIONS	16	
Section 9.1. <u>Wage Schedule</u>	16	
Section 9.2. <u>Longevity Pay</u>	16	
Section 9.3. <u>Special Duty Pay</u>	17	
Section 9.4. <u>Special Events</u>	17	
Section 9.5. <u>Rapid Deployment</u>	17	
ARTICLE X	17	
NO STRIKE/NO LOCKOUT		
Section 10.1. <u>No Strike</u>	17	
Section 10.2. <u>No Lockout</u>	17	
Section 10.3. <u>M.A.P. Responsibility</u>	17	
ARTICLE XI	17	
UNIFORM/EQUIPMENT PROVISIONS	17	
Section 11.1. <u>Issued Uniform and Equipment</u>	17	
Section 11.2. <u>Uniform Changes</u>	18	
Section 11.3. <u>Damaged Uniform/Equipment Replacement</u>	18	
ARTICLE XII	18	
GRIEVANCE PROCEDURE	18	
Section 12.1. <u>Definition of Grievance</u>	18	
Section 12.2. <u>Procedure</u>	19	
Section 12.3. <u>Arbitration</u>	19	
Section 12.4. <u>Time Limits for Filing</u>	20	
Section 12.5. <u>Forms</u>	20	
ARTICLE XIII	21	
DISCIPLINE PROCEDURES/OFFICER BILL OF RIGHTS	21	
Section 13.1. <u>Officer Bill of Rights</u>	21	
Section 13.2. <u>Informal Inquiry</u>	21	
Section 13.3. <u>Discipline</u>	21	
Section 13.6. <u>Personnel File</u>	21	

Section 13.7.	<u>Written Reprimands</u>	21
Section 13.8.	<u>Purge of Personnel File</u>	21
ARTICLE XIV		21
SICK LEAVE		21
Section 14.1.	<u>Sick Leave</u>	21
Section 14.2.	<u>Notification</u>	22
Section 14.3.	<u>Eligibility</u>	22
Section 14.4.	<u>Verification of Physical Disability</u>	22
Section 14.5.	<u>Sick Leave Incentive</u>	22
Section 14.6.	<u>Light Duty</u>	22
ARTICLE XV		22
LEAVES		22
Section 15.1.	<u>General Leave</u>	22
Section 15.2.	<u>Military Leave</u>	23
Section 15.3.	<u>Family Leave</u>	23
Section 15.4.	<u>Bereavement Leave</u>	23
Section 15.5.	<u>Jury Duty</u>	23
ARTICLE XVI		24
NON-DISCRIMINATION		24
Section 16.1.	<u>Discrimination Prohibited</u>	24
Section 16.2.	<u>Association Membership</u>	24
Section 16.3.	<u>Residency</u>	24
ARTICLE XVII		24
EMPLOYEE DEVELOPMENT AND TRAINING		24
Section 17.1.	<u>Job Training and Orientation</u>	24
Section 17.2.	<u>Conferences and Seminars</u>	24
Section 17.3.	<u>Tuition</u>	25
Section 17.4.	<u>Firearms Training</u>	25
ARTICLE XVIII		25
OFF DUTY EMPLOYMENT		25
Section 18.1.	<u>Employment Outside Department</u>	25
ARTICLE XIX		26
SAVINGS		26
Section 19.1.	<u>Savings Clause</u>	26
ARTICLE XX		26
EFFECTIVE CLAUSE		26
Section 20.1.	<u>Effective Clause</u>	26
ARTICLE XXI		26

ENTIRE AGREEMENT	26	
Section 21.1. <u>Entire Agreement</u>		26
ARTICLE XXII	26	
TERMINATION	26	
Section 22.1. <u>Termination</u>		26
ARTICLE XXIII		
CONTINGENT AGREEMENT		27
Section 23.1. <u>Contingent Agreement</u>		27
APPENDIX A	29	
SALARY SCHEDULE		29

**NEGOTIATED AGREEMENT
BETWEEN THE VILLAGE OF BOLINGBROOK
AND
THE METROPOLITAN ALLIANCE OF POLICE
BOLINGBROOK COMMAND CHAPTER #4**

ARTICLE I

PREAMBLE

This Agreement entered into by the Village of Bolingbrook, Will and DuPage Counties, Illinois, hereinafter referred to as the Employer, and the Metropolitan Alliance of Police Bolingbrook Command Chapter #4, 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 sergeants and lieutenants 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
RECOGNITION**

Section 2.1. Recognition.

Pursuant to an election and certification by the Illinois Labor Relations Board under Case No. S-RC-01-063, dated August 18, 2003, 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 sergeants and lieutenants 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. For convenience, the "sergeants and lieutenants" in the bargaining unit shall be referred to generally as "officers".

Section 2.2. Fair Representation.

The Chapter recognizes its responsibility as bargaining agent and agrees fairly to represent all Officers in the bargaining unit, i.e. Chapter #4.

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 each of the parties' 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 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 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 promote and assign or to transfer 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 #4 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.

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, 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 an 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 AND RECALL**

Section 5.1. Layoff and Recall.

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

- A. All layoffs will be determined on a seniority basis. Those 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 Compiled Statutes. Upon determination that a vacancy exists and there are Officers who have been furloughed due to a reduction-in-force, the 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 Officer is otherwise qualified.

Section 5.2. Definition of Seniority.

Seniority shall be determined by the Officers length of service in his current rank in the Department. If any Officers have the same date of promotion, the seniority ranking shall be determined by the positions these Officers had on the Police and Fire Boards eligibility lists from which they were promoted. 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 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.

An 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 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 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 Officer is dismissed and later reinstated by court of competent jurisdiction.
4. A 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 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/ADMINISTRATIVE LEAVE 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 or Lincoln's Birthday (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 (4th Thursday in November)
Day after Thanksgiving
Christmas Eve (½ day)
Christmas Day
New Year's Eve (½ day)

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

Section 6.2. Administrative Leave

Administrative Leave shall be authorized to provide time-off for Sergeants and Lieutenants who are not eligible for overtime pay or compensatory time off. Sergeants and Lieutenants may have Administrative Leave time off contingent on manpower requirements of the affected division, with the approval of the division Commander or the Chief of Police or his designee. Such Administrative Leave requests will not be unreasonably denied.

ARTICLE VII **VACATION**

Section 7.1. Vacation Accumulation Rate.

Vacations with pay shall be granted to all full-time 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 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 in rank, all requests must be submitted between December 1st and December 31st, and are limited to a minimum of four (4) hours and a maximum of 120 hour increments.

Section 7.3 Unused Vacation.

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 Officer 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, 2014, 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, 2012, those Police Officers who maintain coverage under the Village's hospitalization program shall pay toward the premiums for said coverage 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 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.

The Sergeants and Lieutenants shall be subject to the same terms and conditions of the Master Plan Document until a new plan document is negotiated by the patrol officers or awarded by an arbitrator in the patrol officers' 2012 Negotiated Agreement with the Village of Bolingbrook. Said terms and conditions shall become effective the same day the patrol officers' Negotiated Agreement becomes effective.

Section 8.4. Life Insurance.

All full time Village 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 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 an 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 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 Employees 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 1% 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 1% 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. 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% 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 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.

ARTICLE IX

WAGES AND OTHER PAY PROVISIONS

Section 9.1. Wage Schedule.

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 on each payday.

Section 9.2. Longevity Pay.

Full time 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 Officer's normal bi-weekly paycheck. Such longevity pay is to be included in the Officer's pension benefit calculations.

Section 9.3 Special Duty Pay

Sergeants and Lieutenants who sign up for Special Duty assignments (billed to an outside agency) will be paid at the overtime rate for a topped out patrolman according to the most current MAP Chapter #3 contract without adding any incentives.

Section 9.4. Special Events

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

Section 9.5. Rapid Deployment Pay

All Sergeants and Lieutenants covered by this agreement shall receive across-the-board wage increase of 1.2% effective May 1, 2007 and .55% effective May 1, 2008 as and for their training and activities associated with the Rapid Deployment Plan, as clearly set forth in the Wage Appendix attached hereto as Appendix "A".

ARTICLE X

NO STRIKE/NO LOCKOUT

Section 10.1. No Strike.

No 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 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 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 Officers, and to encourage Officers violating this paragraph to return to work.

ARTICLE XI

UNIFORM/EQUIPMENT PROVISIONS

Section 11.1. Issued Uniform and Equipment.

Officers shall be required to maintain, in neat and serviceable condition, all uniforms and personal equipment without any further payment by the Village. The Village shall make an initial issue of the following uniform items:

- 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- gold
- 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) O ring

Four (4) keepers
One (1) baton holder
Cap stun and Holder
One (1) expandable baton
One (1) set cuffs
Cloth name tags- gold
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 Changes

Any items that need to be changed due to promotion will be replace/alterd at the expense of the Village. Sergeants and Lieutenants will be on the "Quartermaster" system for any new uniform or police accessory uniform items. These requests will not be unreasonably denied.

Section 11.3. Damaged Uniform/Equipment Replacement.

Any issued uniform or issued equipment damaged in the line of duty and without negligence of the 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
GRIEVANCE PROCEDURE

Section 12.1. Definition of Grievance.

A grievance is a claim of an Officer, or a group of 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 765, Division 2.1 of Illinois Compiled Statutes or the Rules and Regulations adopted by the Employer or the Board of Fire and Police Commissioners pursuant thereto.

Section 12.2. Procedure.

A grievance shall be processed in the following manner:

Step 1: Any Officer, with or without his shift union steward, covered by this Agreement who has a grievance shall submit it to the unit Supervisor, provided that said grievance shall be in writing and signed by the aggrieved Officer. The grievance shall be submitted within 15 calendar days after the Officer becomes aware or should have become aware of the event in

question. The unit Supervisor 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 Officer wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be referred in writing to the Commander within five (5) calendar days after the designated Supervisor's answer in Step 1. The Commander shall discuss the grievance within five (5) calendar days with the Officer and if the Officer so designates, the shift union steward at a time mutually agreeable to the parties. If no settlement is reached, the Commander shall give his answer to the Officer within five (5) calendar days following their meeting.

Step 3: If the grievance is not settled in Step 2 and the 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 Commander's answer in Step 2. The Police Chief shall discuss the grievance within five (5) calendar days with the Officer and if the 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 Officer within five (5) calendar days following their meeting.

Step 4: If the grievance is not settled in Step 3 and the Officer desires to appeal, it shall be referred by the Officer in writing to the Village Attorney, or his designated representative; within five (5) calendar days after the Department's answer in Step 3. A meeting between the Village Attorney or his representative, and the Police Chief, and the Officer, and if the 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 Attorney, or his representative, and the Officer, and if appropriate, the Union. If no settlement is reached, the Village Attorney, or his representative, shall give the Village's written answer to the Officer within five (5) calendar days following the meeting.

Section 12.3. Arbitration.

If the grievance is not resolved at Step 4 to the satisfaction of the 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 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 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 12.4. Time Limits for Filing.

No grievance shall be entertained or processed unless it is submitted within fifteen (15) calendar days after the 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 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 Officer involved in each step.

Section 12.5. Forms.

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

ARTICLE XIII

DISCIPLINE PROCEDURES/OFFICER BILL OF RIGHTS

Section 13.1. Officer Bill of Rights.

The parties will abide by the Uniform Peace Officers Disciplinary Act, 50 ILCS 725/1 *et seq.*, as amended from time to time by the Legislature. 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 13.2 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 mediate

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 13.3. 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 13.4. Personnel File.

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

Section 13.5. Written Reprimands.

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

Section 13.6. Purge of Personnel File.

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

**ARTICLE XIV
SICK LEAVE**

Section 14.1. Sick Leave.

The purpose of sick leave is to provide the Officer with protection against loss of income due to personal sickness or injury which prevents the performance of normal job duties. 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 14.2. Notification.

All 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 14.3. Eligibility.

1. Full-Time Officers accumulate sick leave at the rate of eight (8) hours per month.
2. 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.
3. Officers who are ill and unable to work, but do not have accumulated sick leave, may be granted personal leave without pay.

Section 14.4. Verification of Physical Disability.

A 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 Officer has called in sick for three (3) consecutive work days.

Section 14.5. 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 Officer'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 14.6. 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 XV
LEAVES

Section 15.1. General Leave.

A 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 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 15.2. Military Leave.

A full time 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 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 Officer already on military leave voluntarily reenlist or voluntarily extend his or her period of military service, military leave for that Officer shall be terminated.

A 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 15.3. Family Leave.

The Village and M.A.P. Bolingbrook Command Chapter #4 agree to abide by the terms and conditions of the **Family and Medical Leave Act of 1993, Public Law 103-3.**

Section 15.4. 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 brother-in-laws, sister or sister-in-laws.
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 15.5. Jury Duty.

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

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

ARTICLE XVI
NON-DISCRIMINATION AND RESIDENCY

Section 16.1. Discrimination Prohibited.

Both the Employer and M.A.P. agree not to discriminate against any 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 16.2. Association Membership.

The Employer and M.A.P. agree that no 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 16.3. Residency.

Employees may be allowed to reside within a thirteen (13) mile residency limit as set forth in the map attached hereto as Appendix "B" and shall be allowed to reside within the corporate limits of the communities listed and attached hereto as Appendix "C", and, Employees may reside within fifteen (15) miles of the intersection of Briarcliff Road and North Bolingbrook Drive, Route 53 in the Village of Bolingbrook, at the Employees' sole discretion.

ARTICLE XVII
EMPLOYEE DEVELOPMENT AND TRAINING

Section 17.1. Job Training and Orientation.

The Employer shall endeavor to provide Officers with reasonable orientation with respect to current procedures, forms, methods, techniques, materials and equipment normally used in 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 Officers to participate in job-related training and education programs.

Section 17.2. Conferences and Seminars.

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 17.3. Tuition.

The Employer encourages 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 Officer meets the following requirements:

- a. The 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 Officer has requested and received prior approval from the Chief of Police before enrollment.
- c. The Officer attends an accredited school.
- d. The Officer remains with the Village for six (6) months after the course reimbursement. Should the 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 \$2,400.00 per fiscal year per employee, plus fifty percent (50%) of the costs for all texts required for qualified courses of study, this section shall be retroactive to May 1, 2007.
- g. To qualify for reimbursement, 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 17.4. Firearms Training.

Firearms training is to be provided to 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 XVIII
OFF DUTY EMPLOYMENT**

Section 18.1. Employment Outside Department.

The Chief of Police may restrict off duty employment in the best interest of department operations. 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 XIX
SAVINGS**

Section 19.1. 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 XX
EFFECTIVE CLAUSE

Section 20.1. Effective Clause.

Subject to Article XXIII, this entire contractual agreement is effective immediately except as otherwise set forth in this agreement.

ARTICLE XXI
ENTIRE AGREEMENT

Section 21.1. 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 XXII
TERMINATION

Section 22.1. Termination.

Subject to Section 23 This Agreement shall be effective upon execution and shall remain in full force and effect until the 30th day of April, 2018. All pay will be effective May 1, 2012 and shall include any upward adjustment necessary as a result of increases to the Bolingbrook Police Department Patrol Officers pay agreement.

It shall continue in effect from year to year after April 30th, 2018, unless Notice of "Request to Renegotiate" is to be given in writing by either party not less than sixty (60) days before the next succeeding expiration date. Notices to renegotiate required by this provision, if by the Employer, shall be addressed to M.A.P. Command Chapter #4, in care of the Local President of Chapter #4, at 375 West Briarcliff Road, Bolingbrook, Illinois 60440, and if by M.A.P. to the Employer, at the office of the Village Attorney, 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 matters 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.


ARTICLE XXIII
MAINTENANCE OF ECONOMIC BENEFITS

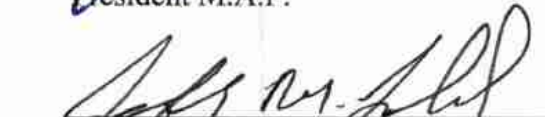
Section 23.1 Maintenance of Economic Benefits


The Parties agree that during the term of this agreement, if the Village of Bolingbrook and/or the Bolingbrook Police Department affords the Patrol Officers Unit a change in a any economic benefit, then such change shall be applicable to all employees covered by this agreement at the same time such change is afforded to the Patrol Officers Unit.

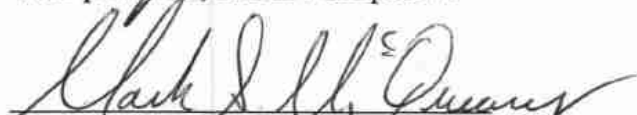
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 17th day of December, 2013.


METROPOLITAN ALLIANCE OF
POLICE, BOLINGBROOK
COMMAND CHAPTER #4


JOSEPH M. ANDALINA,
President M.A.P.


President, M.A.P. Chapter #4


Vice-president, M.A.P. Chapter #4


Treasurer, M.A.P., Chapter #4


Secretary, M.A.P., Chapter #4

VILLAGE OF BOLINGBROOK


ROGER C. CLaar, Mayor


CAROL PENNING, Village Clerk

APPENDIX A COMPENSATION SCHEDULE

Salaries shall be paid to Officers as follows:

TOP PATROLMAN

5/1/2012	\$82,044.02
5/1/2013	\$84,095.12
5/1/2014	\$86,197.50

Sergeants are currently compensated 25% - 31.5% above the highest paid patrol officer's salary. On May 1, 2012 the Sergeants' compensation shall start at 25% above the highest paid top patrol officer's salary and they shall receive a 1% increase each May 1st until their fifth year at which time they will receive a 2.5% increase on May 1st for a total of 31.5% over the highest paid patrol officer. Effective May 1, 2015, and on May 1st of 2016 and 2017, Sergeants shall receive the following wage adjustments in each of these years:

Me-too with MAP Chapter #3 wage increase (patrolman),
Plus Rapid deployment Stipend of 1.75%,
Plus 1% (each year) adjustment to equal top, senior and master patrolman pay respectively.

Lieutenants are currently compensated 35% - 41.5% above base salary of top paid patrol officer. On May 1, 2012 the Lieutenant's compensation shall start at 35% above the highest paid patrol officer's salary and they shall receive a 1% increase each May 1st until their fifth year at which time they will receive a 2.5% increase on May 1st for a total to 41.5% over the highest paid patrol officer. Effective May 1, 2015, and on May 1st of 2016 and 2017, Lieutenants shall receive the following wage adjustments in each of these years:

Me-too with MAP Chapter #3 wage increase (patrolman),
Plus Rapid deployment Stipend of 1.75%,
Plus 1% (each year) adjustment to equal top, senior, master patrolman pay respectively.

All pay and benefits listed herein shall be retroactive to May 1, 2012. Such retroactive shall be distributed by separate check or direct deposit within thirty (30) days of ratification by the Village of Bolingbrook.

SERGEANTS 5/1/12-4/30/13

With 1.75% Rapid Deployment Stipend

STEP	\$82,044.02		
BASE	25%	\$ 102,555.03	\$ 104,349.74
1	26%	\$ 103,375.47	\$ 105,184.54
2	27%	\$ 104,195.91	\$ 106,019.33
3	28%	\$ 105,016.35	\$ 106,854.13
4	29%	\$ 105,836.79	\$ 107,688.93
5	31.5%	\$ 107,887.89	\$ 109,775.92

LIEUTENANTS 5/1/12-4/30/13

STEP	\$82,044.02		
BASE	35%	\$ 110,759.43	\$ 112,697.72
1	36%	\$ 111,579.87	\$ 113,532.51
2	37%	\$ 112,400.31	\$ 114,367.31
3	38%	\$ 113,220.75	\$ 115,202.11
4	39%	\$ 114,041.19	\$ 116,036.91
5	41.5%	\$ 116,092.29	\$ 118,123.90

II**SERGEANTS 5/1/13-4/30/14**

STEP	\$84,095.12		
BASE	25%	\$ 105,118.90	\$ 106,958.48
1	26%	\$ 105,959.85	\$ 107,814.15
2	27%	\$ 106,800.80	\$ 108,669.82
3	28%	\$ 107,641.75	\$ 109,525.48
4	29%	\$ 108,482.70	\$ 110,381.15
5	31.5%	\$ 110,585.08	\$ 112,520.32

LIEUTENANTS 5/1/13-4/30/14

STEP	\$84,095.12		
BASE	35%	\$ 113,528.41	\$ 115,515.16
1	36%	\$ 114,369.36	\$ 116,370.83
2	37%	\$ 115,210.31	\$ 117,226.49
3	38%	\$ 116,051.27	\$ 118,082.16
4	39%	\$ 116,892.22	\$ 118,937.83
5	41.5%	\$ 118,994.59	\$ 121,077.00

III**SERGEANTS 5/1/14-4/30/15**

STEP	\$86,197.50		
BASE	25%	\$ 107,746.88	\$ 109,632.45
1	26%	\$ 108,608.85	\$ 110,509.50
2	27%	\$ 109,470.83	\$ 111,386.56
3	28%	\$ 110,332.80	\$ 112,263.62
4	29%	\$ 111,194.78	\$ 113,140.68
5	31.5%	\$ 113,349.71	\$ 115,333.33

LIEUTENANTS 5/1/14-4/30/15

STEP	\$86,197.50		
BASE	35%	\$ 116,366.63	\$ 118,403.04
1	36%	\$ 117,228.60	\$ 119,280.10
2	37%	\$ 118,090.58	\$ 120,157.16
3	38%	\$ 118,952.55	\$ 121,034.22
4	39%	\$ 119,814.53	\$ 121,911.28
5	41.5%	\$ 121,969.46	\$ 124,103.93

In addition, the following increases shall be effective at the following dates:

Effective May 1, 2015- Me-too with MAP Chapter #3 wage increase (patrolman), plus Rapid deployment Stipend of 1.75%, plus 1% adjustment (pay to be based off of Top Patrolman)

Effective May 1, 2016- Me-too with MAP Chapter #3 wage increase (patrolman), plus Rapid deployment Stipend of 1.75%, plus 1% adjustment (pay to be based off of Senior Patrolman)

Effective May 1, 2017- Me-too with MAP Chapter #3 wage increase (patrolman), plus Rapid deployment Stipend of 1.75%, plus 1% adjustment (pay to be based off of Master Patrolman)

The above pay schedule represents the step compensation for Sergeants and Lieutenants as a percentage above the then top patrol officers pay, which the Parties acknowledge will be adjusted from time to time per collective bargaining. Said wages will be adjusted retroactively upon the Patrol Officers wages being finally agreed to or arbitrated.

MAP Bolingbrook Command Chapter #4 stipulates that the pay differential between the top paid patrol officer and the sergeants and lieutenants and the 2.5% increases for May 1, 2012, 2013 and 2014 includes 10 hours per pay period of overtime compensation at the statutory rate, as well as any specialty assignment pay, uniform allowance, education or incentive pay

The officers shall be entitled to receive the full amount of compensation as set forth in this compensation schedule, including wages associated with the imputed overtime hours, whether or not the officers actually work all of the overtime hours. However, the officers shall not be paid any additional compensation for any overtime whatsoever.

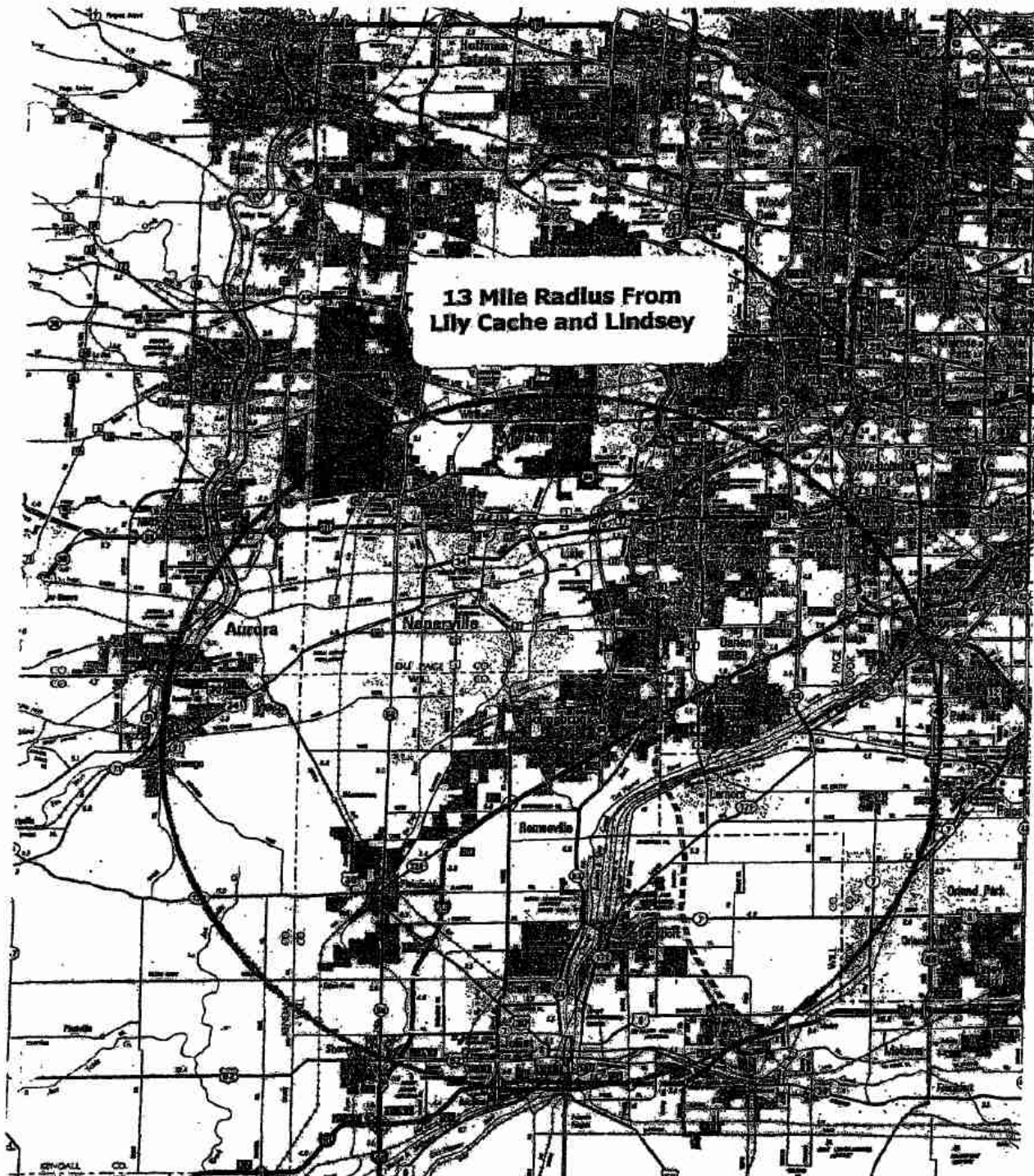
The parties acknowledge and agree that solely for purposes of the Fair Labor Standards Act and the Illinois Minimum Wage Act, based on their duties and responsibilities, the Sergeants and Lieutenants are exempt employees for the term of this contract. The parties further agree that this provision shall not serve as a precedent for any future contracts and shall not be used in any future litigation of other contracts or future arbitration of other contracts.

Based on current statutes, the officers' compensation as shown in this Appendix A is intended to

be the basis of their pension computation.

APPENDIX B
RESIDENCY LIMITATIONS

Appendix B2: Map of 13-Mile Radius from Lily Cache and Lindsey



APPENDIX C

PLAN NUMBER	PLAN DESCRIPTION AND AMOUNT 5/1/12	EMPLOYEE	EMPLOYEE +1 DEPENDENT	EMPLOYEE + FAMILY
1	\$100 Deductible / \$600 Maximum Out-of Pocket	\$109.12	\$138.35	\$173.44
2	\$100 Deductible / \$750 Maximum Out-of Pocket	\$96.45	\$118.73	\$145.05
3	\$100 Deductible / \$1000 Maximum Out-of Pocket	\$94.03	\$101.46	\$110.21
4	\$500 Deductible / \$1000 Maximum Out-of Pocket	\$29.08	\$33.25	\$45.32
PLAN NUMBER	PLAN DESCRIPTION AND AMOUNT 5/1/13	EMPLOYEE	EMPLOYEE +1 DEPENDENT	EMPLOYEE + FAMILY
1	\$100 Deductible / \$600 Maximum Out-of Pocket	\$120.03	\$152.18	\$190.78
2	\$100 Deductible / \$750 Maximum Out-of Pocket	\$106.09	\$130.61	\$159.55
3	\$100 Deductible / \$1000 Maximum Out-of Pocket	\$103.43	\$111.61	\$121.23
4	\$500 Deductible / \$1000 Maximum Out-of Pocket	\$31.99	\$36.59	\$49.85
PLAN NUMBER	PLAN DESCRIPTION AND AMOUNT 5/1/14	EMPLOYEE	EMPLOYEE +1 DEPENDENT	EMPLOYEE + FAMILY
1	\$100 Deductible / \$600 Maximum Out-of Pocket	\$132.04	\$167.40	\$209.86
2	\$100 Deductible / \$750 Maximum Out-of Pocket	\$116.70	\$143.67	\$175.51
3	\$100 Deductible / \$1000 Maximum Out-of Pocket	\$113.77	\$122.77	\$133.35
4	\$500 Deductible / \$1000 Maximum Out-of Pocket	\$35.19	\$40.24	\$54.84

The employee will pay the premium amount based on the coverage that is/was selected for each year. Insurance contributions fully retroactive to May 1, 2012