

RESOLUTION NO R-15- 43

RESOLUTION APPROVING AGREEMENT BETWEEN THE VILLAGE OF ADDISON AND THE METROPOLITAN ALLIANCE OF POLICE, ADDISON CHAPTER 81

WHEREAS, a mutual agreement between the Village of Addison and the Metropolitan Alliance of Police, Addison Chapter 81 was reached and ratified by said Chapter on October 16, 2015 pursuant to the Illinois Public Labor Relations Act, which is applicable to the Village and those sworn police officers represented by the Metropolitan Alliance of Police, Addison Chapter 81 (hereinafter "MAP"); and

WHEREAS, all of the terms agreed upon by both negotiating parties have been included in the collective bargaining agreement ratified by MAP, which on its cover page states "Agreement between the Village of Addison and Metropolitan Alliance of Police Addison Chapter 81" (hereinafter "Agreement"); and

WHEREAS, The Village now desires to ratify and adopt the agreement between the Village and the MAP in accordance with Section 14 (n) of the Illinois Public Labor Relations Act; and

WHEREAS, the Mayor and Board of Trustees believe, and hereby declare, that it is in the best interests of the Village to approve said Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF ADDISON DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION ONE: The foregoing recitals shall be and are hereby incorporated in this Section One as if said recitals were fully set forth herein.

SECTION TWO: The Mayor and Village Clerk are hereby authorized and directed to execute the Agreement attached hereto and made a part hereof.

SECTION THREE: Any and all policies or resolutions of the Village of Addison which conflict with this resolution or the Agreement approved shall be and are hereby repealed to the extent of such conflict.

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

PASSED THIS 19th day of October 2015.

AYES: Trustees Hendley, Kluczyk, Loyne, Lemak, Dr. Perrott & Theodore

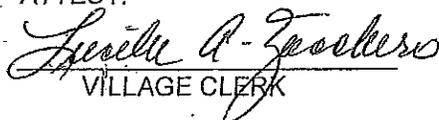
NAYS: None

ABSENT: None

APPROVED THIS 19th DAY OF October 2015.


MAYOR

ATTEST:


VILLAGE CLERK

AGREEMENT

Between

VILLAGE OF ADDISON

And

**METROPOLITAN ALLIANCE OF POLICE
ADDISON CHAPTER 81**

November 1, 2015 - October 31, 2018

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AGREEMENT

This Agreement is made and entered into by and between the VILLAGE OF ADDISON (hereinafter referred to as the “Village” or the “Employer”) and the METROPOLITAN ALLIANCE OF POLICE, ADDISON CHAPTER 81 (hereinafter collectively referred to as the “Chapter”).

It is the intent and purpose of this Agreement to set forth the parties’ entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the Village; to encourage and improve efficiency and productivity; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

RECOGNITION AND REPRESENTATION

Section 1.1. Recognition. The Village recognizes the Chapter as the sole and exclusive bargaining representative for all sworn full-time peace officers in the rank of patrol officer employed in the Village Police Department, but excluding all other Village employees, including but not limited to all sworn peace officers in the rank of sergeant and above, any employees excluded from the definition of “peace officer” as defined in Section 3(k) of the Illinois Public Labor Relations Act, and all other managerial, supervisory, confidential and processional employees as defined by the Act, as amended.

Section 1.2. Chapter’s Duty of Fair Representation. The Chapter agrees to fulfill its duty to fairly represent all employees in the bargaining unit. The Chapter agrees to indemnify, defend and hold harmless the Village and its officials, representatives and agents from any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs resulting from any failure on the part of the Chapter to fulfill its duty of fair representation.

ARTICLE II

NON-DISCRIMINATION

In accordance with applicable law, neither the Village nor the Chapter shall discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color, national origin, or Chapter membership. Any dispute concerning the interpretation and/or application of this Article shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

ARTICLE III

DUES CHECKOFF AND CHAPTER RIGHTS

Section 3.1. Dues Checkoff. During the term of this Agreement the Village will deduct from each employee's paycheck once each month the uniform, regular monthly Chapter dues for each employee in the bargaining unit who has filed with the Village a lawfully written authorization form. An employee may revoke his/her dues checkoff authorization at any time upon 30 days written notice to the Village. The Village will send the dues collected under this Section to the Metropolitan Alliance of Police within 15 days after the deductions have been made.

The actual dues amount deducted, as determined by the Chapter, shall be uniform for each employee in order to ease the Village's burden in administering this provision. The Chapter may change the fixed uniform dollar amount once each year during the life of this Agreement by giving the Village at least thirty (30) days advance notice of any change in the amount of the uniform dues to be deducted.

If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Chapter shall be responsible for collection of dues. The Chapter agrees to refund to the employee any amounts paid to the Chapter in error on account of this dues deduction provision.

Section 3.2. Fair Share. During the term of this Agreement, employees who do not chose to become dues paying members of the Chapter shall, commencing sixty (60) days after their employment or sixty days after the date this Agreement is executed, whichever is later, pay a fair share fee to the Chapter for collective

bargaining and contract administration services rendered by the Chapter as the exclusive representative of the employees covered by said Agreement, provided fair share fee shall not exceed the dues attributable to being a member of the Chapter. Such fair share fees shall be deducted by the Village from the earnings of non-members and remitted to the Chapter. The Chapter shall periodically submit to the Village a list of the members covered by this Agreement who are not members of the Chapter and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit.

The Chapter agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in Chicago Teachers Union v. Hudson, 475 U.S. 292 (1986), with respect to the constitutional rights of fair share fee payors. Accordingly, the Chapter agrees to do the following:

1. Give timely notice to fair share fee payors of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.
2. Advise fair share fee payors of an expeditious and impartial decision-making process whereby fair share fee payors can object to the amount of the fair share fee.
3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payors to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Chapter with respect to fair share fee payors as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Chapter. If the affected non-member and the Chapter are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

Section 3.3. Indemnification. The Union shall indemnify, defend and save the Village harmless against any claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that arise out of or by reason of action taken or not taken by the Village in complying with the provisions of this Article, provided that the Village does not initiate the action. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

Section 3.4. Chapter Use of Bulletin Boards. The Village will make available space (up to 50%) on a bulletin board in the employee locker rooms for the posting of official Chapter notices of a non-political, non-inflammatory nature. The Employer reserves the right to remove inappropriate postings from said bulletin boards. The Chapter will limit the posting of Chapter notices to such bulletin boards.

Section 3.5. Chapter Officers. For purposes of this Agreement, the term "Chapter Officers" shall refer to the Chapter's duly elected President, Vice-President, Secretary/Treasurer. The Chapter shall notify the Village of the identity of the Chapter Officers within 10 days of the effective date of this Agreement and thereafter as the Chapter Officers may change from time to time.

ARTICLE IV

LABOR-MANAGEMENT COMMITTEE

At the request of either party, the President of the Chapter and the Director of Police or their designees may meet at least quarterly to discuss matters of mutual concern that do not involve negotiations. The President of the Chapter may invite other bargaining unit employees (not to exceed two) to attend such meetings. The Director of Police may invite other Village representatives (not to exceed two) to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least three (3) days prior to the date of the meeting. The date and time for the meeting shall be established by mutual agreement between the President of the Chapter and the Director of Police or their designees. This section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement. Attendance at committee meetings by bargaining unit employees shall be voluntary and on non-

duty time and shall not be considered as time worked for the employees involved. The Labor-Management Committee is intended to improve communications and shall be advisory only.

ARTICLE V

GRIEVANCE PROCEDURE

Section 5.1. Definition. A “grievance” is defined as a dispute or difference of opinion raised by an employee against the Village during the term of this Agreement involving an alleged violation of an express provision of this Agreement, except that any dispute or difference of opinion concerning a matter or issue which is subject to the jurisdiction of the Village Board of Police Commissioners shall not be considered a grievance under this Agreement.

Section 5.2. Procedure. The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

STEP 1: Any employee who has a grievance shall submit the grievance in writing to the employee’s immediate non-bargaining unit supervisor or his designee specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than five (5) calendar days from the date of the first occurrence of the matter giving rise to the grievance or within five (5) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The employee’s supervisor shall provide a written answer to the grievant within seven (7) calendar days following his receipt of the written grievance.

STEP 2: If the grievance is not resolved at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted by the employee in writing to the employee’s Watch Commander or his designee within seven (7) calendar days after receipt of the Village’s answer in Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Watch Commander or his designee shall investigate the grievance and, in the course of such investigation, shall offer to meet and discuss the grievance within seven (7) calendar days with the grievant and a Chapter representative. During such meeting, the grievant shall provide all relevant facts concerning the alleged contract violation and the parties shall discuss possible resolution of the grievance. If no settlement of the grievance is reached, the Watch Commander or his designee shall provide a written answer to the grievant within seven (7) calendar days following the date of the

meeting. A grievant may not appeal a grievance to the next step until a meeting with management has occurred at this step and the Village has had a subsequent opportunity to answer the grievance.

STEP 3: If the grievance is not resolved at Step 2 and the employee wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted by the employee in writing to the Director of Police within seven (7) calendar days after receipt of the Village's answer in Step 2. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Director of Police or his designee shall investigate the grievance and, in the course of such investigation, shall offer to meet and discuss the grievance within seven (7) calendar days with the grievant and a Chapter representative. The Director of Police may invite the Watch Commander and/or employee's supervisor to attend the grievance meeting. During such meeting, the grievant shall provide all relevant facts concerning the alleged contract violation and the parties shall discuss possible resolution of the grievance. If no settlement of the grievance is reached, the Director of Police or his designee shall provide a written answer to the grievant within seven (7) calendar days following the date of the meeting. A grievant may not appeal a grievance to the next step until a meeting with management has occurred at this step and the Village has had a subsequent opportunity to answer the grievance.

STEP 4: If the grievance is not settled at Step 3 and the employee wishes to appeal the grievance to Step 4 of the grievance procedure, it shall be submitted by the employee in writing to the Village Manager within seven (7) calendar days after receipt of the Village's answer in Step 3. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Village Manager or his designee shall investigate the grievance and, in the course of such investigation, shall offer to meet and discuss the grievance within seven (7) calendar days with the grievant and a Chapter representative. The Village Manager may invite the Director of Police to be present at the meeting. If no settlement of the grievance is reached, the Village Manager or his designee shall provide a written answer to the grievant and the Chapter, within seven (7) calendar days following the date of the meeting. The Village Manager's answer shall be final and binding unless the Chapter appeals to arbitration as provided in Section 3 of this Article. The grievance may not be appealed to arbitration until a meeting with the Village Manager has occurred at this step and the Village has had a subsequent opportunity to answer the grievance.

Section 5.3. Arbitration. If the grievance is not settled in Step 4 and the Chapter wishes to appeal the grievance from Step 4 of the grievance procedure, the Chapter may refer the grievance to arbitration, as described below, by notifying the Village Manager in writing within ten (10) calendar days of receipt of the Village's written answer as provided to the Chapter at Step 4:

- (a) The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after the Village's receipt of the Chapter's notice of referral. In the event the parties are

unable to agree upon the arbitrator within said seven (7) day period, the parties shall jointly request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of five (5) arbitrators. Either party may require that the panel be comprised entirely of members of the National Academy of Arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Village and the Chapter shall have the right to strike two (2) names from the panel, with the party who requests arbitration striking two names first. The person remaining shall be the arbitrator.

- (b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Chapter and Village representatives. Unless otherwise mutually agreed between the Chapter and the Village, the hearing shall commence in the Village of Addison within thirty (30) calendar days of the date the arbitrator accepts his/her appointment.
- (c) The Village and the Chapter shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Chapter retain the right to employ legal counsel.
- (d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of post-hearing briefs by the parties, whichever is later.
- (e) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.
- (f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Chapter; provided, however, that each party shall be responsible for compensating its own representatives and witnesses. (The grievant and the Chapter representative(s) will not be paid by the Village for time associated with the grievance procedure.)

Section 5.4. Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issues raised by the grievance as submitted in writing at the First Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. Any

decision or award of the arbitrator rendered within the limitations of this Section 4 shall be final and binding upon the Village, the Chapter and the employees covered by this Agreement.

Section 5.5. Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted at Step 1 within five (5) calendar days after the first occurrence of the event giving rise to the grievance or within five (5) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

If a grievance is not presented by the employee within the time limits set forth above, it shall be considered “waived” and may not be pursued further. If a grievance is not appealed to arbitration within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village’s last answer. If the Village does not answer a grievance within the specified time limits or any agreed extension thereof, the aggrieved employee may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 5.6. Miscellaneous. No member of the bargaining unit who is serving in acting capacity shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

When practical, the Village will make a good faith effort to meet with the Grievant under Steps 2-4 within 1 hour before or after the start or end of the employee’s scheduled working hours.

The Village and the Chapter may, by mutual written agreement in a specific instance, skip steps of the grievance procedure or consolidate like grievances.

Section 5.7. Exclusivity of Grievance Procedure. The grievance procedure set forth in this Article shall be the sole and exclusive means for discussing and processing items subject to the grievance procedure.

ARTICLE VI

NO STRIKE-NO LOCKOUT

Section 6.1. No Strike. Neither the Chapter nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, slowdown, speed-up, sitdown, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass absenteeism, picketing (with respect to wages, hours or terms and conditions of employment or any other labor dispute with the Village) or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing. Any and all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village, subject to any existing appeal or hearing rights to the Village Board of Police Commissioners. Each employee who holds the position of officer or steward of the Chapter occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article the Chapter agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 6.2. No Lockout. The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Chapter.

Section 6.3. Judicial Restraint. Nothing contained herein shall preclude the Village or the Chapter from obtaining judicial restraint and damages in the event the other party violates this Article.

Section 6.4. Disciplinary Action. Any disciplinary action taken by the Employer against any employee who participates in any action prohibited by Section 1 of this Article shall not be considered as a violation of this Agreement and shall not be subject to the grievance procedure.

ARTICLE VII

SENIORITY, LAYOFF AND RECALL

Section 7.1. Definition of Seniority. Seniority shall be based on the length of time from the last date of beginning continuous full-time employment as a sworn peace officer in the Police Department of the Village. Conflicts of seniority shall be determined on the basis of the order of the officers on the Board of Police Commissioners hiring list, with the officer higher on the list being the more senior. Seniority shall not be earned during the period of any unpaid leave.

Section 7.2. Probationary Period. All new employees and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of eighteen (18) months of work. During an employee's probationary period the employee may be suspended, laid off, or terminated at the sole discretion of the Village. No grievance shall be presented or entertained in connection with the suspension, layoff, or termination of a probationary employee.

Section 7.3. Seniority List. On or before January 1 each year, the Village will provide the Chapter with a seniority list setting forth each employee's seniority date. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village in writing within fourteen (14) calendar days after the Chapter's receipt of the list.

Section 7.4. Layoff. The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their length of service as provided in Illinois law, 65 ILCS 5/10-2.1-18.

A non-probationary employee who is laid off under this Section will be given either fourteen (14) calendar days advance written notice of the layoff or two weeks severance pay, at the Employer's option.

Section 7.5. Recall. Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employee who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training.

Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Chapter, provided that the employee must notify the Director of Police or his designee of his intention to return to work within seven (7) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Director of Police or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list.

Section 7.6. Termination of Seniority. Seniority and the employment relationship shall be terminated for all purposes if the employee:

- (a) quits or resigns;
- (b) is discharged;
- (c) retires (or is retired pursuant to a legal mandatory retirement age adopted and implemented by the Village);
- (d) falsifies the reason for a leave of absence or is found to be working during a leave of absence without prior written approval of the Village;
- (e) fails to report to work at the conclusion of an authorized leave of absence or vacation;
- (f) is laid off and fails to report for work within fourteen (14) calendar days after having been recalled;
- (g) is laid off for a period in excess of two (2) years;
- (h) does not perform work for the Village for a period in excess of twelve (12) months, provided, however, this provision shall not be applicable to approved absences due to military service, established work related injury compensable under workers' compensation law, disability pension; or
- (i) is absent for three (3) consecutive working days without notifying the Village.

ARTICLE VIII

HOURS OF WORK AND OVERTIME

Section 8.1. Application of Article. This Article is intended only as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of a minimum number hours of work per day, per week, or per work cycle.

Section 8.2. Normal Workday. The normal workday for employees shall be eight (8) hours, including a 30-minute paid lunch period. When practical, the eight (8) hour workday will include two (2) fifteen minute rest periods, provided the Employer reserves the right to schedule and/or cancel such periods in order to ensure the orderly performance of services provided by the Village. When practical, an employee shall be permitted to combine his/her 30-minute paid lunch period with one of his/her fifteen minute rest periods.

Section 8.3. Work Cycle. The Village shall establish the work schedules for employees which may be changed from time to time by the Village as circumstances warrant. The normal shift schedule shall be based upon a twenty-eight (28) day departmental work cycle. Should it be necessary in the Village's judgment to establish schedules departing from the normal workday or the normal work cycle, or to change the shift schedule of an employee or employees, the Village will give, if practicable, at least 48 hours advance written notice of such change to all employees directly affected by such change. (A note in the employee's mailbox will be deemed sufficient notice under this Section.)

The Director of Police or his designee will post a 28 day work schedule for patrol officers indicating RDO's ("regular days off") at least ten (10) days before the start of the succeeding 28 day work cycle. While the Director reserves the right to change RDO's indicated on such posted schedule, unless such a change is dictated by operational needs, an employee who is required to work on his RDO will be paid at time and a half for the hours worked, unless the employee and the Village mutually agree to reschedule the RDO.

Scheduling for employees assigned to the Detective Division will continue to be done by the non-bargaining unit Division supervisor and shall be flexible according to the Division's needs.

An employee will not normally be scheduled to work more than seven (7) consecutive days, provided that the Employer reserves the right to require an employee to work more than seven consecutive days to ensure the orderly performance of services provided by the Village.

Section 8.4. Overtime Pay. Except as otherwise provided in Section 6 (Compensatory Time), all employees shall be paid one and one-half (1-1/2) times their straight time hourly rate for all hours actually worked in excess of one hundred sixty (160) in the employee's twenty-eight (28) day work cycle. For any employee to be eligible for overtime pay or compensatory time, the additional time worked must be authorized in advance by the Director of Police or his designee. Paid time off will not count as hours worked for purposes of overtime eligibility with the following exceptions: an eligible employee's use of approved vacation, paid sick leave, paid funeral leave, compensatory time, personal leave and observance of a paid holiday. (Except as otherwise provided in this Section, paid time off will not be counted as hours worked for purposes of overtime eligibility.)

Section 8.5. Standby Pay (Court Appearances). Employees may be required to call-in on non-work time on scheduled court dates in order to determine whether their appearance in court is required. Should an employee be required to call-in, and said employee finds that his/her presence is not required, he/she shall be compensated for one hour at the overtime rate as standby pay.

Employees may be required to appear in court on non-work time. If an employee is required to report to court on non-work time, he/she shall be compensated as follows:

(a) Provided the employee reports to court on time, the employee shall receive a minimum of two (2) hours pay or pay for actual time worked, whichever is greater, at time and a half. If the employee is late to court, then the employee shall be paid for actual time worked only, with no minimum and no assurance of overtime pay. (Reporting late to court may, of course, be cause for discipline as well.)

(b) If a private car is used, an employee will be reimbursed at the prevailing IRS mileage rate based upon the distance between the Village Police Station and Wheaton Court. (Mileage for approved

travel to other courthouses, excluding Court in Addison, will also be reimbursed at the prevailing IRS mileage rate, measured from the Village Police Station to the courthouse.)

Section 8.6. Compensatory Time. When an employee works more than one hundred sixty (160) hours during his or her normal twenty-eight day work cycle, the employee may elect compensatory time in lieu of overtime pay, until the employee accumulates a maximum of 44 hours of compensatory time. The amount of compensatory time shall be computed on the same basis as overtime pay, i.e., if the hours worked are in excess of 160 hours in the employee's twenty-eight day work cycle, 1-1/2 hours of compensatory time shall be granted for each additional hour actually worked. An employee's use of accumulated compensatory time shall be scheduled at the mutual convenience of the employee and the Director of Police or his designee, provided that the Village will not arbitrarily deny an employee's request to utilize compensatory time. Based upon the amount of advance written notice given by an employee for requested use of compensatory time, the Village will make a reasonable effort to provide the employee with a reason in writing for the denial of such request.

For an employee to be eligible to earn compensatory time under this Section, the time worked must be approved in advance by the Director of Police or his designee. While an employee has 44 hours of accumulated but unused compensatory time, the employee shall be eligible for overtime pay in accordance with Section 8.4 (Overtime Pay) for hours subsequently worked in excess of 160 during the employee's normal twenty-eight day work cycle.

Upon separation of employment, an employee will be paid for accumulated, unused compensatory time within 30 days of separation.

Section 8.7. Call Back. A call back is defined as an official assignment of work which does not continuously precede or follow an employee's scheduled working hours. Employees who are called back to work under this Section shall be guaranteed a minimum of two (2) hours pay or be compensated for the actual time worked, whichever is greater, at the employee's applicable hourly rate under this Article. Scheduled overtime shall not be considered a call back under this Section.

Section 8.8. Employee Shift Exchange. An employee may have another fully qualified bargaining unit employee substitute for him by performing work in the same capacity for the employee's entire work day, provided the substitution does not interfere with the operation of the Police Department, and subject to advance approval by the affected Watch Commanders or their designees. The hours worked by the substitute employee shall be excluded by the Village in the calculation of hours for which the substitute employee would otherwise be entitled to compensation, including overtime compensation. If a substitute employee works another employee's scheduled work shift in accordance with this Section, then the hours worked by the substitute employee shall only be counted as hours worked by the employee who was originally scheduled at work that shift. All approved shift exchanges shall be paid back within the same twenty-eight day departmental work cycle as the date of the original trade, with the exception of approved shift exchanges occurring during the last seven (7) days of the cycle (which may be paid back during the following 28 day cycle). It is expressly understood that as a result of approving a voluntary request to exchange shifts the Village will not incur any overtime liability.

Section 8.9. Travel Time for Training. In the event the Employer requires an employee to attend a training course outside of the Village boundaries, time spent traveling to and from such site shall be counted as hours worked. An employee shall depart from the Village Police Station for training destinations outside of DuPage County, unless otherwise authorized by the Director of Police in a specific instance.

Travel will be accomplished by the most expeditious means approved by the Director of Police or his designee, whether it be by air, bus, train, Village or private automobile. If a private car is used, the prevailing IRS mileage rate cents per mile will be paid to cover transportation costs. If by commercial carrier, the full cost of the ticket will be paid at the economical class. If a Police Department vehicle is readily available, the Director of Police or his designee may, at his sole discretion, make such vehicle available to an employee for travel under this Section or approved Court appearances under Section 8.5.

Meals shall be reimbursed at the rate of up to \$10.00 per meal, not to exceed \$25.00 per day.

Employees must provide a written receipt to be eligible for meal reimbursement.

Section 8.10. Overtime Distribution. The Director of Police or his designee shall have the right to require overtime work and employees may not refuse overtime assignments. In non-emergency situations, the Director of Police or his designee, as a general rule, shall take reasonable steps to obtain volunteers for overtime assignments by using the rotating list described below, before assigning required overtime work.

Establishment of the List. Within 30 days of the date of this Agreement is executed, the Village will offer all current employees the opportunity to place their name on a voluntary overtime sign up list. This list will then be ranked ordered by seniority; the employee with the greatest seniority will be placed at the top of the list and the employee with the least seniority will be placed at the bottom of the list. Following the initial establishment of the list, when additional employees are added, their names shall be placed at the bottom of the list.

Rotation of the List. Once the list is established, as employees work voluntary overtime or decline an overtime opportunity, the employee will rotate to the bottom of the list. When using the list, the Village will begin by calling the employee who's name is then at the top of the list, and so on, provided that the Village will first call those officers assigned to the same Beat where the overtime work is needed. (The Village will skip employees on vacation or personal leave, an authorized leave of absence under Article IX, or restricted duty.) If the Village attempts to reach an employee by telephone for the purpose of offering overtime work under this Section and the Village encounters a telephone answering machine, then the employee will be considered to have declined the opportunity to work the overtime. If no one on the list volunteers to work a specific overtime assignment, then the Village may assign any employee to perform the work.

Also, specific employees may be selected for special assignments based upon specific skills, ability and experience they may possess. The rotating list described above will only be used for overtime assignments within the Patrol Section.

If a Patrol Officer demonstrates that he or she has not been offered his fair share of voluntary overtime opportunities, then such Officer shall be given first preference of such overtime in the future until the imbalance is corrected. This Section shall not be applicable to off duty details or special assignments.

Section 8.11. No Pyramiding. Compensation shall not be paid or compensatory time taken more than once for the same hours under this Agreement. There shall be no pyramiding of overtime or premium compensation rates.

ARTICLE IX

LEAVES OF ABSENCE

Section 9.1. Jury Leave. Should any employee covered by this Agreement be legally required to serve on a jury, that employee shall be excused from work without loss of regular straight-time pay for the days or portions thereof on which the employee must be present for such service and on which the employee would have otherwise been scheduled to work. The employee shall submit a certificate evidencing that he/she appeared and served as a juror and shall remit any juror fee in order to receive pay for such jury service. The employee may retain any money received to cover travel, meal, and/or lodging expenses.

Section 9.2. Military Leave. Employees called to active military duty shall, upon application, be granted a leave of absence for the period of service in accordance with applicable state and federal law. If a member of a reserve or national guard unit is mobilized by Presidential or Gubernatorial order, leave of absence and reinstatement shall be governed by this Section.

Section 9.3. Leave for National Guard or Reserve Duty. Employees who are members of a reserve or national guard unit will be granted paid leave of absence not to exceed 11 work days per calendar year for active military service and shall be reinstated without loss of seniority or other benefits, provided they return to Village service immediately after release from active duty. In order to be eligible for Village compensation under this Section, the employee shall provide advance written notice to Director of Police as soon as possible of the date(s) of such duty. Compensation shall be limited to the difference between the amount received for military service and the employee's base salary.

Section 9.4. Sick Leave

(A) Purpose. Sick leave is a benefit provided by the Village to protect an employee against loss of pay if that employee is unable to work by reason of the employee's non-work related illness, injury or pregnancy.

In the event of a serious illness in an employee's immediate family, an employee may utilize paid sick leave under this section. For purposes of this section, the employee's immediate family shall be defined as spouse and children of the employee and mother, father, brother and sister of the employee and the employee's spouse. The employee shall verify the existence of a serious illness in his/her immediate family when requested to do so in a specific instance by the Village.

(B) Benefit/Eligibility. Sick leave with pay is credited to all probationary employees after the first ninety (90) days of work and is subsequently earned at the rate of one (1) day per month of work. Upon completion of the first ninety (90) days of work, the employee will be credited with three (3) days of sick leave. An employee on a leave of absence for ten (10) or more work days in a calendar month shall not accrue sick leave for that month. The maximum accumulation of unused, earned sick leave is one hundred thirty-two (132) days.

An employee shall not be paid for the first day of each sick leave occurrence used in conjunction with a paid or unpaid day off or holiday beginning with the third occurrence of sick leave used in conjunction with a paid or unpaid day off or holiday during any twelve (12) month period. The Director of Police shall, however, waive this requirement in a specific instance if the employee, upon return to work, provides a written statement from a licensed medical doctor indicating the date he/she saw the employee, whether the employee was able to work on the day in question and the doctor's diagnosis.

(C) Notification. Notification of absence shall be given by the employee to an individual designated by the Director of Police (normally the Watch Commander on duty) as soon as possible on the first day of such absence and every day thereafter (unless this requirement is waived by the Director of Police) but no later than 1 hour before the start of the employee's work shift. When

notifying the Village of an absence under this Section, the employee shall provide the Village with accurate information concerning the reason why the employee is unable to work. Failure to properly notify the Village of an absence shall cause such absence to be considered as an absence without pay, and may subject the employee to additional discipline, as well, unless, based upon exigent circumstance, the Director of Police makes an exception in a specific instance.

Except as otherwise provided in this Section, in order to be entitled to paid sick leave benefits, an employee who is on paid sick leave (for reasons other than a serious illness in the employee's family) shall remain at home unless hospitalized, visiting their doctor or dentist, or acting pursuant to a doctor's instructions for medical care. The Village reserves the right to take appropriate action to ensure compliance with this requirement.

(D) Proof of Illness/Medical Exam. If an employee is absent from work for more than three (3) consecutive days due to claimed illness, injury or pregnancy, the Village may require the employee to provide a statement from a physician indicating the condition which rendered the employee unable to work before the employee may receive paid sick leave. In addition, when an employee has been absent from work under this section for more than three (3) consecutive days, the Village may require a statement from a physician indicating that the employee is physically able to return to work.

When the Village suspects sick leave abuse, the Village may require an employee to submit to an examination by a physician selected by the Village for the purpose of verifying the reason for an employee's absence from work under this Section. (The Village reserves the right to use other means to verify the reported reason for sick leave.) If the Village requires an employee to submit to an examination by a physician selected by the Village, then the Village will pay the cost of said medical examination. If an employee refuses to cooperate with the Village physician or refuses to authorize release of the results of the examination to the Village, then the employee shall become ineligible for any paid sick leave and shall be subject to disciplinary action.

(E) Usage. Sick leave shall be used in no less an increment than one hour provided that once an employee leaves work, the employee shall be charged with sick leave for the remaining scheduled hours in his/her work day.

(F) Abuse. Abuse of sick leave is a serious matter. No sick leave can be used for outside employment. Just cause for discipline shall exist when a employee abuses any of the sick leave benefits or violates any of the provisions described in this Section. The Chapter shall join the Village in making an effort to correct the abuse of sick leave whenever and wherever it may occur.

(G) Preventative Health Care. Subject to advance approval by an employee's Watch Commander, an employee may use sick leave to attend a preventative checkup with the employee's physician or dentist.

(H) Payment for Unused Sick Leave Upon Termination. Upon termination, employees who leave the Village, will be compensated for unused sick leave up to a maximum of one hundred twenty (120) days and in accordance with the following schedule: after five (5) continuous years in service - payment of twenty-five percent (25%) of their accrued sick leave; after ten (10) continuous years of service - fifty percent (50%); after fifteen (15) continuous years of service - sixty percent (60%); after twenty (20) continuous years of service - seventy-five (75%); after thirty (30) continuous years of service - one hundred percent (100%). All payment for unused sick leave under this Section shall be in a lump sum, less applicable deductions, and shall be remitted within 30 days of termination.

(I) Transfer of Sick Leave Benefits. If a full-time employee exhausts his/her accumulated sick leave and has been on approved sick leave for at least ten (10) consecutive work days, said employee may petition any or all full-time employees to donate accumulated sick days to his/her leave account. Donations will be voluntary and without limit, and may be made through the completion of a waiver form available in the Personnel Department. Upon receipt of a valid, executed waiver form, the donated leave shall be transferred to the account of the designated employee and available for his/her immediate use.

(J) Each December any employee with an excess of over one hundred twenty (120) days of unused sick days will be compensated at the rate of one hundred percent (100%) for all unused sick days over one hundred twenty (120) days.

(K) Following three (3) full years of employment, employees will be eligible to have the Village buy back five (5) days of sick leave each year. Eligibility begins in the plan year following the employee's third year of employment. To be eligible for this buyback, an employee must not have used any sick leave or been late to work during the period January 1 through December 31 ("Plan Year"). The buyback is voluntary. The employee shall have the option of having the Village buy back the entire five (5) sick leave days or leaving the days as part of that employee's accumulated sick leave. The buyback is all five (5) days or none. Payment for the buyback will be made by separate check following the second approved Village payout in January of each Plan Year. The parties further agree that if the Village makes any changes or modifications with respect to the particular sick leave buyback benefit described in this Paragraph (K), that are applicable to other full-time regular Village employees generally, then such changes or modifications shall likewise be applicable to the employees covered by this Agreement on the same terms and on the same date that they are applicable to other regular full-time Village employees generally.

Section 9.5. Funeral Leave. In the event of a death in an employee's immediate family (defined as the employee's spouse, brother, sister, father, mother, children, father-in-law, mother-in-law, grandparent, brother-in-law, sister-in-law), an employee shall be granted up to three (3) consecutive work days off, with no loss in pay, if necessary. Leave beyond such three (3) days may, upon approval of the Director of Police or his designee, be taken by an employee if deducted from the employee's available sick leave.

When the Village suspects abuse of the benefit described herein, the Village may require an employee to provide satisfactory evidence of the death.

Section 9.6. Special Leave Without Pay. An employee may, upon written request to the Village Manager, be granted at the Village's sole discretion a special unpaid leave of absence under such terms and conditions as the Village may specify in a specific instance.

Section 9.7. Non-Employment Elsewhere. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Any employee who engages in employment elsewhere (including self-employment) while on any leave of absence may be immediately terminated by the Village.

ARTICLE X

VACATIONS

Section 10.1. Vacation Allowance. An employee may become eligible for paid vacation allowance after the completion of his or her first twelve consecutive months of continuous full-time employment by the Village. Vacation allowance is accrued as of an employee's annual anniversary date of employment. Vacation allowance shall be based upon the following schedule:

<u>Length of Continuous Service</u>	<u>Vacation Allowance Period</u>
After 1 year but less than 5 years	10 work days
5 years but less than 12 years	15 work days
12 years but less than 20 years	20 work days
20 years or more	25 work days

The above schedule represents the maximum number of vacation days which an eligible employee may accrue (or have accrued) as of his or her anniversary date of employment. If an employee has unused vacation from the prior year, then such employee may not accrue days which would exceed the maximum accrual number specified above as of his/her next anniversary date. (E.g., If an employee accrued 15 work days of vacation allowance as of his six year anniversary date of employment and did not utilize 5 such days prior to his seventh year anniversary date, then such employee would only accrue 10 additional days of vacation allowance as of his seventh anniversary, so that the maximum number of accumulated vacation days available to such employee would not exceed 15 work days.)

Except as otherwise provided herein, if the Director of Police or his designee approves and subsequently cancels an employee's scheduled vacation during the last three months of the year following the employee's last anniversary date in a specific instance, then such employee may carryover the number of canceled vacation days for use during the first three (3) months following his/her next anniversary date only.

When an employee starts his/her pre-approved vacation and is recalled to work prior to the end of his/her approved vacation period, such employee will be paid at two times his/her regular straight time hourly rate for all hours worked during such vacation period. (There shall be no carryover or other credit for the vacation time worked.) All regularly scheduled days off shall be considered part of the vacation period, when said days off occur prior to, subsequent to, or in the middle of a scheduled vacation.

Section 10.2. Vacation Eligibility. In order to be eligible for a paid vacation allowance under this Article, an employee who, as of his anniversary date of employment, has been continuously employed in a position covered by this Agreement, must have been paid for at least 1800 hours of actual work during the preceding year of employment.

Section 10.3. Vacation Pay. Vacation pay shall be paid at the rate of the employee's regular straight-time hourly rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation. An employee shall receive vacation pay for each of the employee's normal workdays which fall within the employee's vacation allowance period.

Section 10.4. Vacation Scheduling. All vacations shall be scheduled in advance, subject to approval by the Director of Police or his designee. In order to enable an employee to comply with this requirement, an employee may submit a request to schedule vacation time before such time is actually earned, but in no event shall an employee utilize vacation allowance before it is earned.

Vacations shall be scheduled insofar as practicable at times desired by each employee, with the determination of preference between the employees covered by this Agreement being made on the basis of an employee's length of continuous service (seniority) within the Department by shift. Each year, an employee shall utilize at least five (5) consecutive days of earned vacation as a block.

Notwithstanding any other provision of this Agreement, it is expressly agreed that the final right to designate, approve and cancel vacation periods and the maximum number of employee(s) who may be on vacation at any time is exclusively reserved by the Director of Police in order to ensure the orderly performance of the services provided by the Village.

Section 10.5. Vacation Pay Upon Termination. Upon termination of employment for any reason, a non-probationary full-time employee of the Village shall receive a lump sum check as compensation for all earned but unused vacation time at the employee's regular straight-time hourly rate of pay in effect for the employee's regular job classification on the payday immediately preceding the date of termination.

ARTICLE XI

HOLIDAYS

Section 11.1. Designated Holidays. The following four (4) days shall be considered paid, designated holidays from November 1, 2015 to December 31, 2015:

Thanksgiving Day (fourth Thursday in November)
Day after Thanksgiving Day (in lieu of Veterans' Day)
½ day before Christmas
Christmas Day (December 25)
½ day before New Year's Day

The following ten (10) days shall be considered paid, designated holidays from January 1, 2016 to October 31, 2018:

New Year's Day (January 1)
Washington's Birthday (3rd Monday in February)
Good Friday
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (first Monday in September)
Thanksgiving Day (fourth Thursday in November)
Day after Thanksgiving Day (in lieu of Veterans' Day)
Christmas Eve (December 24)
Christmas Day (December 25)

Section 11.2. Eligibility Requirements. In order to be eligible for holiday pay for a holiday designated in Section 1 of this Article, an employee must work in the week in which the holiday falls and must work his or

her full scheduled working day immediately preceding and immediately following the holiday, unless either of said days falls during the employee's approved paid leave. An eligible employee shall either receive eight (8) hours' pay at his regular straight time hourly rate for the designated holiday or eight hours of compensatory time off, at the employee's option. If an eligible employee elects compensatory time, then accrual and use shall be subject to Section 8.6 (Compensatory Time).

Section 11.3. Pay for Work on Designated Holiday. In addition to the benefit described in Section 2 of this Article, if an employee is required to work a full eight hour shift on the Independence Day (July 4) holiday, the Memorial Day holiday, the Thanksgiving Day holiday, the Christmas Day holiday or New Year's Day, the employee shall be paid at time and a half his/her regular straight time hourly rate for all hours worked on said holiday. For purposes of determining whether an employee has worked on a holiday, the employee shall only be considered to have worked on the calendar day when his shift began. (E.g. If an employee begins working an 11 pm to 7 am shift at 11 pm on July 3, such employee will be considered to have worked on July 3 and not the Independence Day holiday.)

No employee shall be eligible to earn or receive holiday pay benefits pursuant to this Section until after he or she has completed thirty (30) days of continuous full-time employment with the Village.

Section 11.4. Personal Days. Each January 1, each employee who was employed on the active payroll as of the first day of such new calendar year shall be eligible to take up to three (3) work days off with pay during that same calendar year. Paid days off under this Section shall be known as personal days. The maximum number of personal days which an eligible employee may accrue (or have accrued) as of January 1 of a new calendar year is three (3).

A new employee who begins working between January 1 and April 30 of a new calendar year will be eligible to take up to three (3) personal days during such calendar year under this Section; a new employee who begins working between May 1 and August 31 of a new calendar year will be eligible to take up to two (2) personal days during such calendar year under this Section; a new employee who begins working between

September 1 and December 1 of a new calendar year will be eligible to take one (1) personal day under this Section during the remainder of the calendar year.

The maximum number of personal days which an employee may have accrued at any time is three (3). An employee shall be ineligible to accrue personal days as of January 1 of a new calendar year to the extent the accrual would exceed the maximum accumulation of three (3) personal days.

Section 11.5. Scheduling of Personal Days. Employees desiring to use a personal day accrued under Section 4 of this Article shall submit a written request on a form designated by the Village for approval by the Director of Police or his designee at least three (3) days prior to the requested date of leave. The Director of Police or his designee may, at his discretion, approve a personal day request submitted with less than 3 days advance notice in exigent circumstances.

While the Village will give due consideration to an employee's request to use a personal day, it is expressly understood that the final right to approve a request to utilize a personal day is reserved by the Director of Police, provided the Village will not arbitrarily deny an employee's request. If the Village denies an employee's timely request to use personal leave, then it will, to the extent practicable, advise the employee of the reason(s) for the denial in writing. (A note in the employee's mailbox will be deemed sufficient notice under this Section.)

Section 11.6. Termination. Because personal days are advanced to an employee at the start of a new calendar year, upon termination of employment for any reason, an employee shall be compensated on a pro rata basis for all unused personal days at the employee's regular straight time hourly rate of pay based upon the percentage of the calendar year worked by the employee. (E.g. If the employee worked 1/3 of the calendar year, he or she would be eligible to be paid for 1/3 of the personal days advanced at the beginning of the calendar year.) All payment for earned, unused personal leave under this Section shall be in a lump sum, less applicable deductions, and remitted within thirty (30) days of separation.

ARTICLE XII

WAGES

Section 12.1. Wage Scale. This Section shall apply to all bargaining unit employees hired as a patrol officer by the Village.

Commencing November 1, 2015, through and including October 31, 2018, employees covered by this Section on the date the Agreement is executed shall be paid for work performed during such period pursuant to the wage schedule which is attached hereto and incorporated herein as Appendix A. As memorialized in Appendix A, all officers shall be given a range adjustment annually in the amount of 1.2% on November 1, 2015, November 1, 2016, and November 1, 2017. The 1.2% range adjustment may not be cited as precedent by either party in any future bargaining negotiation or interest arbitration. In addition, on November 1, 2015, November 1, 2016, and November 1, 2017 all employees shall receive a 2.5% across-the-board base wage increase.

Step Movement. Following November 1 of the applicable year, an employee who has a subsequent annual anniversary date (based upon the employee's most recent date of beginning continuous full-time employment in a bargaining unit position) will be eligible to move from one step to the next, provided the employee has received an average or above average evaluation by the Village for work performed during the prior year. Step movement shall not be automatic.

Once an employee has reached step 5 of the applicable wage schedule, the employee may be eligible to move to a merit step on his or her next annual anniversary date of employment. An employee's movement to a merit step shall be dependant upon the outcome of the employee's annual performance evaluation by the Village. An eligible employee may be moved forward to any one of the merit pay steps following his or her annual performance evaluation. Movement to a merit pay step shall not be automatic.

Following expiration of this Agreement, existing wage rates of bargaining unit employee's shall remain unchanged during negotiations for a successor collective bargaining agreement.

Section 12.2. Temporary Promotion Pay. In the event the Village Board of Police Commissioners temporarily appoints an officer to the non-bargaining unit position of sergeant, then such employee shall be paid a the starting hourly rate for the position of sergeant or at the employee's existing hourly rate, whichever is greater, during the period of any such temporary appointment.

Section 12.3. Specialty Bonus Pay. Each January 1st, eligible employees may receive an annual specialty bonus pay of \$450 per specialty, up to a maximum of two specialties per employee for eligible work performed during the immediately preceding calendar year. Existing specialty categories are as follows: Evidence Technician, Juvenile Officer, Firearms Instructor and Accident Reconstructionist.

In order to be eligible for specialty bonus pay for a given calendar year, the Village must determine that the employee:

- (a) met the employer's eligibility, certification and training requirements; and
- (b) regularly performed such specialty at an acceptable level during the course of performing his/her assigned duties for an approved specialty.

Should the Village determine that an employee is ineligible for specialty pay for a calendar year on the basis that the employee failed to regularly perform his/her specialty at "an acceptable level" for such year, then an employee may file a timely grievance if he or she disagrees with such determination.

Section 12.4. FTO Compensation. An officer who is a certified Field Training Officer (FTO) shall receive one (1) hour of overtime pay for each full work day said officer is assigned to function, and does function, as an FTO with a probationary officer. Such compensation is in recognition of the additional duties associated with performing this assignment on a given day.

ARTICLE XIII

INSURANCE

Section 13.1. Health Insurance Plan. The health insurance plan in effect when this Agreement is ratified shall be continued for bargaining unit employees during the term of this Agreement; provided, however,

the Village reserves the right to change insurance carriers, benefit levels, or to self-insure as it deems appropriate, as long as the new basic coverage and basic benefits for bargaining unit employees are substantially similar to those which predated this Agreement. Employees may elect single or dependent coverage in the Village's health insurance plan during the enrollment period established by the Village.

In recognition of the desirability of maintaining a uniform health insurance policy or plan Village-wide with respect to employee insurance benefits and notwithstanding the foregoing provisions contained in this Article, the parties agree that if the Village makes any changes, modifications, or improvements with respect to any of the health insurance benefits (including cost sharing and cost containment changes) that are applicable to other full-time regular Village employees generally, then such changes, modifications, or improvements shall likewise be applicable to the employees covered by this Agreement on the same terms and on the same date that they are applicable to other regular full-time Village employees generally. (E.g., if full-time regular non-bargaining employees are required to pay a portion of the cost of health insurance, then bargaining unit employees shall automatically be required to pay the same amount at the same time.)

Section 13.2. Life Insurance. During the term of this Agreement, the Village will provide each bargaining unit employee with term life insurance in an amount equal to the employee's annual base salary. The Village retains the right to change insurance carriers or to self-insure this benefit, provided that the Village will pay the premium cost of providing term life insurance under this Section.

Section 13.3. Cost Containment. The Village reserves the right to maintain or institute cost containment measures relative to insurance coverage. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admissions and continuing admission review, prohibition on weekend admissions except in emergency situations, bounty clause, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 13.4. Terms of Policies or Plans to Govern. The extent of coverage under the insurance policies or plan(s) referred to in this Article shall be governed by the terms and conditions set forth in said

policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy or plan and shall not be subject to the grievance procedure set forth in this Agreement.

Section 13.5. Right to Maintain Coverage While on Unpaid Leave or on Layoff. An employee who is on an approved unpaid leave of absence or who is on layoff which recall rights may elect to continue health insurance coverage by paying, in advance each month, the full monthly premium for individual or dependant coverage.

ARTICLE XIV

MANAGEMENT RIGHTS

Except as specifically modified by other articles of this Agreement, the Chapter recognizes the exclusive right of the Employer to make and implement decisions with respect to the operation and management of its operations in all respects. Such rights include but are not limited to the following: to plan, direct, control and determine all the operations and services of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which operations are conducted; to determine whether goods or services are made or purchased; to make, alter and enforce rules, regulations, orders and policies; to evaluate employees; to layoff employees; to change or eliminate existing methods, equipment or facilities; to discipline, suspend and discharge non-probationary employees for just cause (probationary employees without cause); and to take any and all actions as may be necessary to carry out the mission of the Village in situations of civil emergency conditions as may be declared by the President of the Village Board of Trustees or by the Village Manager, which actions may include the suspension of the provisions of this Agreement provided that wage rates and monetary benefits shall not be suspended and providing that all provisions of this agreement shall be promptly reinstated once a civil emergency condition ceases to exist.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Village, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific

and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

ARTICLE XV

MISCELLANEOUS

Section 15.1. Gender of Words. The masculine gender as used herein shall be deemed to include the feminine gender, unless the feminine gender is clearly inappropriate in the context of the provision(s) concerned.

Section 15.2. Physical Examinations. If, at any time, there is a question concerning an employee's fitness for duty or fitness to return to duty following: 1) a layoff; or 2) a leave of absence of more than three consecutive days for illness, injury or disability; or 3) an injury to the employee, the Village may require, at its expense that the employee have a physical examination and/or psychological examination by a qualified and licensed physician and/or psychologist selected by the Village. The Director of Police or his designee shall provide an employee with a short statement of the reason(s) why the employee is being required to undergo an examination under this Section, such statement to be provided not later than 3 days of the date of the employee's examination, provided this requirement shall not apply to employees following a layoff or disability leave. The purpose of an examination under this Section shall be to determine whether the employee is able to perform the essential duties of his or her position as a patrol officer. The employee shall have a duty to cooperate with the physician and/or psychologist designated by the Village. An employee who refuses to so cooperate or refuses to authorize disclosure of the results of an examination under this Section to the Village will be subject to discipline up to and including dismissal.

Section 15.3. Application of Agreement to MEG Unit and Other Special Assignment Employees.

Notwithstanding anything to the contrary in this Agreement, officers who are assigned to the Metropolitan Enforcement Group ("MEG") or to any other governmental or inter-governmental agency having an independent law enforcement authority or basis of jurisdiction, and officers assigned to perform law

enforcement functions under the partial direction of another governmental entity shall be subject for the duration of such assignment to the practices, policies, procedures and directives which are generally applicable to officers assigned to that agency or which are applied pursuant to the authority of the other governmental entity, even though such practices, policies, procedures and directive may be inconsistent or in conflict with the provisions of this Agreement. The application of such practices, policies, procedures and directives shall not be subject to the grievance and arbitration procedures of this Agreement. Without in any way limiting the generality of the foregoing, the practices, policies, procedures and directives of MEG applicable to hours of work and overtime shall be deemed to supersede inconsistent or contrary provisions of Article VIII (Hours of Work and Overtime) of this Agreement.

Section 15.4. Precedence of Agreement. If there is any conflict between the specific provisions of this Agreement and the specific provisions of any Village ordinance or the specific provisions contained in the Village's Personnel Policy Handbook which may be in effect from time to time, the specific terms of this Agreement, for its duration, shall take precedence.

Section 15.5. Bill of Rights. Nothing in this Agreement shall be construed to preclude the applicability of the Peace Officer Bill of Rights as set forth in 50 ILCS 725/1, et seq., but observance of said Bill of Rights or any dispute concerning said Bill of Rights shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Section 15.6. No Solicitation. The Chapter agrees that bargaining unit members will not solicit any person or entity for contributions or donations on behalf of the Addison Police Department or the Village.

The Chapter agrees that the Village name, shield or insignia, communication systems, supplies and materials will not be used for solicitation purposes. Solicitation by bargaining unit employees may not be done on work time. The Chapter may not use the words "Addison Police" in its name or describe itself as "Addison Police Chapter 81".

Section 15.7. Drug and Alcohol Testing. The parties hereby incorporate by reference the Village's Substance Abuse, Drug and Alcohol Testing Policy adopted by the Village Board of Trustees on June 15, 1992, {00303121.DOC v. 1 }

as the same may be changed from time to time by the Village. Drug and alcohol testing shall be conducted in accordance with such policy.

Section 15.8. Outside Employment. The Director of Police may restrict off-duty employment in the best interests of the Department. Employees may be allowed to engage in off-duty employment up to a maximum of twenty (20) hours per week, subject to the prior written approval of the Director of Police or the Director's designee, and such requirements as may be set forth by general order or departmental rules and regulations. The Director of Police may, at his discretion, waive the twenty (20) hour per week limitation for an employee in a specific instance.

Section 15.9. Written Reprimand. If a written reprimand is issued to an employee after the effective date of this Agreement, a copy shall become a part of the employee's personnel record.

Section 15.10. Personnel File. The Village agrees to abide by the lawful requirements of Illinois Access to Personnel Records Act, 820 ILCS 40/0.01 et seq.

Section 15.11. Right of Representation.

(a) Before conducting an investigatory interview which may reasonably be expected to result in disciplinary action against the employee being questioned, that employee may request that a Chapter representative be present. It is recognized that an employee may not insist that a particular representative be present.

(b) If the employee requests a Chapter representative, the Village shall either suspend the investigatory interview until a Chapter representative can be present or advise the employee that it will not proceed with the interview unless the employee is willing to enter the interview unaccompanied by a representative (in which case the Village may act on the basis of information obtained from other sources).

(c) It is not the intent of the parties to convert investigatory interviews into adversarial proceedings. The role of the Chapter representative is to act as a silent witness for the employee only. The Village retains the right to insist on hearing the employee's own account of the matter under investigation uninterrupted by the Chapter representative.

{00303121.DOC v. 1 }

(d) This Section does not apply to such run-of-the-mill conversations as, for example, the giving of instructions, training, employee evaluations or needed corrections of work techniques. Nor does this Section apply to meetings at which discipline is simply administered.

Section 15.12. Educational Incentive. The Village encourages undergraduate and graduate level accredited college study by its employees. All non-probationary, full-time employees with at least one (1) year of service are eligible to request an educational incentive.

In order to encourage self-improvement, thereby increasing the employee's efficiency on the job, the Village may reimburse a portion of the cost of books, registration and tuition for courses related to the employee's job and receiving prior approval by the Director of Police and Village Manager. The Village's contribution will not exceed 75% for undergraduate and graduate study and 100% for study undertaken at the direction of the Village. The actual percentage of the Village's contribution will be determined on a course-by-course basis by the Village Manager.

Generally, such courses will only be approved when taken outside normal working hours. No reimbursement will be authorized unless a grade of "C" or better (satisfactory) has been awarded. Proof must be presented. Village participation shall be limited to cases where other governmental or scholarship assistance is unavailable. To be considered, reimbursement must be applied for immediately upon successful completion of the course.

All training and education expenditures for the Village are dependent upon a written application from the employee, prior written approval of the Director of Police and Village Manager, and adequate funds available in the budget.

For those employees engaging in professional or specialized training or study wherein the courses are lengthy and expensive (this includes college study), Village reimbursement will only be granted when the participant has previously signed an agreement (contract with the Village) for a specified additional period of work time. In the event this contract is unfulfilled, the Village may deduct the amount of prior reimbursement from the employee's final paycheck.

Section 15.13. Residency. The Village will not impose or enforce residency requirements for employees covered by this Agreement.

ARTICLE XVI

BOARD OF POLICE COMMISSIONERS

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

ARTICLE XVII

UNIFORM BENEFITS

Section 17.1. Benefits. Non-probationary employees assigned as detectives for an entire fiscal year shall be eligible for reimbursement for purchases of necessary work clothing, up to a maximum of \$650 per fiscal year, provided, however, that employees assigned to the position of tactical officer/gang investigator for an entire fiscal year shall be eligible for reimbursement for purchases of necessary work clothing, up to a maximum of \$250 per fiscal year. In order to receive reimbursement for clothing purchases under this Section, the employee must submit receipts evidencing the purchase and a description of items purchased to the Director of Police or his designee. All other non-probationary employees covered by this Agreement shall be on a quartermaster system maintained and administered by the Village for uniform repair or replacement.

The Parties agree that the Village shall continue it's current practice of providing cleaning for police uniforms at the Village's expense.

During an employee's first year of employment, the Village shall provide the employee with a complete initial issue of uniforms at no expense to the employee. After completion of the first year of service, an employee shall be covered by the Village's quarter master system.

Equipment and uniforms issued to employees shall be returned to the Village when the Officer leaves the Village's employment. If an employee fails to return Village issued uniforms and equipment upon

termination of employment for any reason, then the Village may deduct the replacement cost of such uniforms and equipment from the employee's final pay.

The Parties further agree that the Village shall pay each non-probationary employee covered by this Agreement for the gross amount of two hundred dollars (\$200.00), less applicable deductions, normally during the second full payroll period in May of each fiscal year for the officer's purchase of work shoes and approved equipment purchases.

The Village agrees to reimburse each employee covered by this Agreement for one hundred percent (100%) of the cost of body armor which meets Village specifications, purchased by that employee and utilized in his duties as an Addison Police Officer, provided such employee may be required to agree to wear such body armor at all times while on duty.

ARTICLE XVIII

ENTIRE AGREEMENT

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

The Village and the Chapter, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the Village's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. In so agreeing, the parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law 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.

ARTICLE XIX

SAVINGS CLAUSE

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision or subsequent litigation, and the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE XX

DURATION AND TERM OF AGREEMENT

Section 20.1. Termination in 2018. This Agreement shall be effective as of the day after the contract is executed by both parties, or as of November 1, 2012, whichever is later, and shall remain in full force and effect until 11:59 p.m. on the 31st day of October, 2018. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than seventy-five (75) days prior to the anniversary date.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse procedures are continuing for a new agreement or part thereof between the parties.

Executed this 2nd day of November, 2015.

VILLAGE OF ADDISON

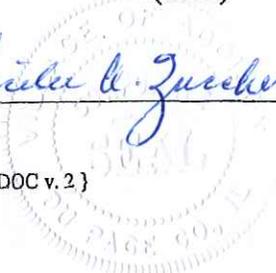
METROPOLITAN ALLIANCE OF POLICE
ADDISON CHAPTER 81

By [Signature], Mayor
(Title)

By [Signature] - President
(Title)

By [Signature], Clerk

By [Signature] Chapter 81 President



APPENDIX A

PATROL OFFICER WAGE SCALES

EFFECTIVE 11/1/2015

STEP	1	2	3	4	5	6	7	8	9
HOURLY	\$ 30,812.142	\$ 31,736.605	\$ 32,668.600	\$ 33,669.256	\$ 34,679.333	\$ 35,719.715	\$ 37,895.043	\$ 40,202.858	\$ 43,725.196
ANNUAL	\$ 64,089.25	\$ 66,011.93	\$ 67,992.29	\$ 70,032.05	\$ 72,133.01	\$ 74,297.01	\$ 78,821.69	\$ 83,621.94	\$ 90,948.41

EFFECTIVE 11/1/2016

STEP	1	2	3	4	5	6	7	8	9
HOURLY	\$ 31,961.435	\$ 32,920.276	\$ 33,907.885	\$ 34,925.119	\$ 35,972.872	\$ 37,052.060	\$ 39,308.528	\$ 41,702.425	\$ 45,356.146
ANNUAL	\$ 66,479.78	\$ 68,474.17	\$ 70,528.40	\$ 72,644.25	\$ 74,823.57	\$ 77,068.29	\$ 81,761.74	\$ 86,741.04	\$ 94,340.78

EFFECTIVE 11/1/2017

STEP	1	2	3	4	5	6	7	8	9
HOURLY	\$ 33,153.36	\$ 34,148.2	\$ 35,172.6	\$ 36,227.8	\$ 37,314.7	\$ 38,434.1	\$ 40,774.7	\$ 43,257.9	\$ 47,047.9
ANNUAL	\$ 68,959.48	\$ 71,028.26	\$ 73,159.11	\$ 75,353.88	\$ 77,614.49	\$ 79,942.93	\$ 84,811.45	\$ 89,976.48	\$ 97,859.69

SIDE LETTER

This is a Side Letter to the 2015-2018 Collective Bargaining Agreement (“Agreement”) between the Village of Addison (“Village”) and the Metropolitan Alliance of Police, Addison Chapter 81 (“Chapter”). The Village and the Chapter hereby agree as follows:

1. As previously memorialized in the Side Letter to the 2012-2015 Collective Bargaining Agreement, during the term of this successor Agreement, those employees who are currently receiving an annual educational bonus of \$250 or \$500 shall continue to receive it; provided, however, that no additional employees shall become eligible for such benefit during the term of this Agreement. The parties recognize and acknowledge that the Village’s prior educational bonus policy has been discontinued.
2. This Side Letter shall expire upon expiration of the Agreement.

VILLAGE OF ADDISON

METROPOLITAN ALLIANCE OF POLICE
ADDISON CHAPTER 81

By *Robert Ventresca, Mayor*
(Title)

By *Joseph Brucini - President*
(Title)

By *Linda A. Zucchero, Clerk*
(Title)

By *Michael V. S69 Chapter 81 President*
(Title)

**Side Letter of Agreement Between
The Village of Addison and
Metropolitan Alliance of Police, Addison Chapter 81**

This Side Letter is between the Village of Addison (“Village”) and the Metropolitan Alliance of Police, Addison Chapter 81 (“Union”). This side letter is entered into because the Union represents sworn full-time peace officers in the rank of patrol officer employed by the Village; because the new collective bargaining agreement (“CBA”) between the Union and the Village will be in effect until October 31, 2018; because a forty-percent (40%) excise tax on high cost (“Cadillac”) insurance plans under the Patient Protection and Affordable Care Act (“ACA”) is scheduled to take effect on January 1, 2018 (“Cadillac Tax”); and because the Union and the Village want to plan ahead should the Cadillac Tax still be in effect on January 1, 2018, as currently scheduled.

Consequently, the Village and the Union mutually agree to provide a contractual mechanism to deal with the impending Cadillac Tax. It is understood that, should the Village be subjected to the Cadillac Tax, the Parties agree:

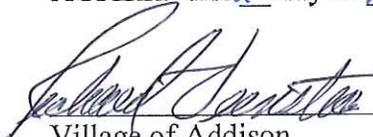
- In the event the Village’s health insurance provisions fail to meet the requirements of the ACA and its regulations, or cause the Village to be likely to be subject to penalty, tax or fine, upon the request of the other, the Union and the Village will schedule a meeting to occur between October 15, 2017 and November 1, 2017 and/or during that the time period (between October 15 and November 1) each year thereafter¹, to bargain over alternative insurance provisions so as to comply with the provisions of the Cadillac Tax. The intent of the bargaining will be specific to the provisions of the Cadillac Tax in an attempt to avoid any penalties, taxes or fines imposed on the plan or a party.
- If both sides cannot come to a mutual agreement on the costs and benefits for the following year’s plan within fifteen (15) days of their first meeting, then either side has the right to utilize interest arbitration per Section 14 of the Illinois Public Labor Relations Act, 5 ILCS 315/1 *et seq.*, on an expedited basis, as described below.

¹ The Village and the Union may schedule a meeting between October 15 and November 1 of each relevant year, provided that the Village’s insurance broker has provided the Village with insurance plan renewal quotes by October 15. If the Village does not have insurance plan renewal quotes from its insurance broker by October 15, the parties may meet after November 1, but in no event later than November 15, 2015.

- Each side may nominate five (5) arbitrators to be contacted to ascertain whether he or she can hold a one-day hearing within thirty (30) days of notification, and thereafter issue a two-page award within forty-eight (48) hours of the completion of the expedited hearing.
- The arbitrator to be contacted first shall be selected by the Village, and next by the Union, and so forth until an arbitrator agrees to serve within the time frames outlined above, and that person shall become the interest arbitrator and shall adhere to such timelines set forth herein.
- The Village Board shall meet to accept or reject the Arbitrator's award within seven (7) days of its issuance.

The parties further agree that if the Cadillac Tax is abolished, this Section will immediately sunset. The parties further agree that this Side Letter augments and supplements the provisions of Article XIII: Insurance of the CBA.

AGREED this 2nd day of Nov, 2015:


Village of Addison


Metropolitan Alliance of Police, Addison Chapter 81