

**AGREEMENT  
BETWEEN**

**THE VILLAGE OF TINLEY PARK  
AND THE  
METROPOLITAN ALLIANCE  
OF POLICE  
TINLEY PARK POLICE CHAPTER #192**

Through April 30, 2008

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## PREAMBLE

This Agreement is entered into by and between the VILLAGE OF TINLEY PARK (hereinafter called the "Village") and the METROPOLITAN ALLIANCE OF POLICE TINLEY PARK CHAPTER #192 (hereinafter called the "Union", or the "Chapter").

This Agreement has as its purpose the promotion of harmonious relations between the Village and the Chapter; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

It is the intention of this Agreement to provide, where not otherwise mandated by statute, for the salary structure, fringe benefits and employment conditions of the police officers covered by this Agreement, to prevent interruptions of work and interference with the efficient operation of the Police Department, and to provide an orderly and prompt method for handling and processing of grievances;

THEREFORE, the parties agree with each other as follows:

ARTICLE I

RECOGNITION AND REPRESENTATION

The Village recognizes the Union as the sole and exclusive bargaining agent for all probationary and non-probationary Patrol Officers employed by the Police Department of the Village, excluding all department employees of the rank of Sergeant and above and all other Police Department employees and all other employees employed by the Village.

Probationary Patrol Officers shall be covered by the conditions set forth in this Agreement; provided, however, that any disciplinary actions, including suspensions or discharge, shall not be subject to the grievance and arbitration procedure set forth herein.

Whenever the male gender is used in this Agreement, it shall be construed to include male and female employees covered by this Agreement.

ARTICLE II

NO DISCRIMINATION

In accordance with applicable legislation, neither the Village nor the Chapter shall discriminate against any employee in a manner prohibited by law because of race, creed, color, national origin, sex, or union membership or activity.

Any alleged violation of this Article may be processed through Step 4 of the grievance procedure, but no further. Nothing herein shall be construed as a waiver or relinquishment of any employee's right to file any commission or court charge or suit.

## ARTICLE III

### GRIEVANCE PROCEDURE

3.1 Definition of Grievance. A grievance is a difference of opinion between an employee or the Chapter and the Village with respect to the meaning or application of the express terms of this Agreement, or with respect to the inequitable application of rules applicable to the Police Department which may be in effect from time to time.

3.2 Chapter Representation. The Chapter shall appoint an Employee Committee of not more than two (2) members to attend grievance meetings scheduled pursuant to Steps 3 and 4. The Chapter may appoint three (3) Stewards to participate in the grievance procedure to the extent set forth in Step 2 of the grievance procedure. The Chapter shall notify the Village Manager in writing of the names of employees serving on the Employee Committee and as Stewards.

3.3 Grievance Procedure. Recognizing that grievances should be raised and settled promptly, a grievance must be raised within seven (7) calendar days of the occurrence of the event giving rise to the grievance.

Step 1: Written to Immediate Supervisor. An aggrieved employee, (or a Steward or Union officer on behalf of the Chapter), shall file a written grievance signed by the employee on a form provided by the Village setting forth the nature of the grievance and the contract provision(s) involved. The immediate supervisor shall respond in writing within seven (7) calendar days of this discussion.

Step 2: Appeal to Commander. If the grievance is not settled in Step 1, the Employee Committee may, within seven (7) calendar days following receipt of the immediate supervisor's answer, forward the grievance to the Commander. The Commander, or whomever is the employee's next immediate supervisor in the Department's chain of command, shall give a written answer within seven (7) calendar days after receipt of the written grievance.

Step 3: Appeal to Chief. If the grievance is not settled in Step 2, the aggrieved employee, the Employee Committee may, within seven (7) calendar days from receipt of the Step 2 answer, appeal in writing to the Chief. The Employee Committee and the Chief will discuss the grievance at a mutually agreeable time, within seven (7) calendar days of the Chief's receipt of the grievance. If no agreement is reached in such discussion, the Chief will give his answer in writing, within seven (7) calendar days of the discussion. The Village may join the Step 3 and Step 4 meetings if it so desires, by having in attendance both the Chief and the Village Manager or his designee.

Step 4: Appeal to Village Manager. If the grievance is not settled in Step 3 the aggrieved employee, the Employee Committee may, within seven (7) calendar days after receipt of the Step 3 answer, file a written appeal to the Village Manager. A meeting between the Village Manager, or his designee, and the Employee Committee will be held at a mutually agreeable time within seven (7) calendar days of the Village Manager's receipt of the grievance. If no settlement is reached at such meeting, the Village Manager or his designee shall give his answer in writing within ten (10) calendar days of the meeting.

Step 5: Grievance Arbitration. If the grievance is not settled in accordance with the foregoing procedure; the aggrieved employee, the Employee Committee may appeal the grievance to arbitration by notifying the Village Manager within ten (10) calendar days after receipt of the Village's answer in Step 4. Within ten (10) calendar days of receipt of such request, the Chapter and the Village shall jointly submit the dispute to the Federal Mediation and Conciliation Service (FMCS) and request a panel of arbitrators, each of which shall be a member of the National Academy of Arbitrators. If upon receipt of a panel of arbitrators from FMCS, the parties cannot agree on the selection of an arbitrator, the arbitrator shall be selected by having each party strike the name of an arbitrator from the panel until only one remains. First strike shall be determined by a coin toss. Each party retains the right to reject one panel in its entirety, and to request that a new panel be submitted. The arbitrator shall fix the time and place of the hearing, which shall be as soon as possible after his selection, subject to the reasonable availability of Chapter and Village representatives. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of the agreement. He shall consider and decide only the specific issue submitted to him in writing and shall have no authority to make any decision or recommendation on any other issue not so submitted to him. The arbitrator's decision shall be based solely upon his interpretation of the meaning or application of the specific terms of this agreement to the facts of the grievance presented. The arbitrator shall submit his decision in writing within thirty (30) days following the close of the hearing or submission of briefs by the parties. The decision of the arbitrator shall be binding on the parties. The fees of the arbitrator and that of a court reporter, if requested by either party, shall be divided equally between the Board and the Chapter. All other expenses shall be borne by the party incurring them.

3.4 Time Limits. No grievance shall be entertained or processed unless it is filed within the time limits set forth above. If a grievance is not appealed within the time limits for appeal set forth above, it shall be deemed settled on the basis of the last answer of the Village, provided that the parties may agree to extend any time limits. If the Village fails to provide an answer within the time limits so provided, such failure to answer shall constitute a proper denial of the grievance on the date the answer was last due and the Association may immediately appeal to the next Step or forego further processing of the grievance.

3.5 Investigation and Discussion. All grievance discussions and investigations shall take place in a manner which does not interfere with Village operations and at a time when the Grievant and the Steward or other Chapter representative(s) involved are not being compensated by the Village.

Representatives of the Chapter, previously accredited to the Village in writing by the Chapter, shall be permitted to come on the premises of the Village for the purposes of investigating and discussing grievances if they first obtain permission from the Village Manager or his designated representative; such visits shall not interfere with normal Village operations and such permission shall not unreasonably be denied.

3.6 Civil Service Commission. It is understood that matters subject to the jurisdiction of the Civil Service Commission such as certification, promotion, discharge, disciplinary suspension of more than five (5) days or a second suspension within any six (6) month period, all as per 65 ILCS 5/10-1-18, are not subject to this grievance procedure.

## ARTICLE IV

### NO STRIKES-NO LOCKOUTS

During the term of this Agreement, the Chapter, its officers and agents, and the employees covered by this Agreement agree not to instigate, promote, sponsor, engage in or condone any strike, sympathy strike, slowdown, speed-up, blue-flu or other concerted stoppage of work, or any other intentional interruption of operations or other concerted refusal to obey lawful orders of the Chief or other appropriate Village representatives. Any, a few, some or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village, at the discretion of the Village. The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Chapter.

## ARTICLE V

### MANAGEMENT RIGHTS

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

## ARTICLE VI

### SENIORITY

6.1 Definition. For purpose of this Agreement, seniority shall be defined as an employee's length of continuous full-time service since the employee's last date of hire excluding time off due to layoff or any other unpaid leave of absence which exceeds thirty (30) consecutive days of absence unless otherwise agreed by the Village.

6.2 Seniority List. The Village shall maintain a current seniority list. This list shall be made available to the Chapter within 30 days after the execution of this Agreement. Any alleged error in the list must be brought to the attention of the Chief of Police within 30 days after the list has been made available to the Union.

6.3 Termination of Seniority. Seniority and employment shall be terminated when an employee:

6.3.1 quits; or

6.3.2 is discharged for cause; or

6.3.3 is absent for three (3) consecutive days without authorization by the Village; or

6.3.4 is laid off for a period in excess of twenty-four (24) months, or length of seniority

whichever occurs first; or

6.3.5 is laid off and fails to report to the Village his intention to return to work within seven (7) calendar days after recall and to report for duty within two weeks after recall; or

6.3.6 does not report to work within seventy-two (72) hours after the termination of an authorized leave of absence; or

6.3.7 retires or is retired.

## ARTICLE VII

### HOLIDAYS, VACATIONS AND LEAVES OF ABSENCE

7.1 Holidays. During the term of this Agreement, there shall be eleven paid holidays, as follows:

New Year's Day	Thanksgiving Day
Good Friday	Friday After Thanksgiving Day
Memorial Day	Christmas Eve (1/2 day)
Fourth of July	Christmas Day
Labor Day	New Year's Eve (1/2 day)
Martin Luther King	President's Day

Inasmuch as the employees covered by this Agreement must fill work shifts each day of the calendar year, remuneration for the above holidays shall be made by separate check which shall be paid on either the first or second Friday of December of each year.

Holidays. Remuneration for holidays shall be based on eight-eight (88) hours of pay per year or a pro rata share thereof for the number of days sufficient to cover those holiday periods while employed by the Village. In addition, all covered employees shall receive twenty-five (25) hours of compensatory time on May 1 of each year, ten of which will be taken as compensatory time

off, the balance of fifteen (15) being paid as holiday pay. Said compensatory time shall be utilized pursuant to the provisions of Section 10.3 of this Agreement.

7.2 Vacation Schedule. In accordance with applicable ordinances, Patrol Officers covered by this Agreement shall be entitled to a vacation as follows:

<u>Years of Continuous Service</u>	<u>Length of Vacation</u>
1 year but less than 2 years	1 week
2 years but less than 7 years	2 weeks
7 years but less than 11 years	3 weeks
11 years but less than 15 years	4 weeks
15 years or more	5 weeks

In order to be eligible for full vacation benefits under this Section, Patrol Officer shall have worked at least sixteen hundred (1,600) hours during the twelve (12) month period preceding January 1 of the vacation year except if unable to so work because of an on-the job injury, or in the event that the Patrol Officer began employment during said twelve (12) month period, he shall have worked a pro rata portion of sixteen hundred (1,600) hours. Any Patrol Officer with a continuous length of service with the Village of more than one (1) year who would be otherwise entitled to a vacation but who is not eligible for full vacation benefits because he has not worked at least sixteen hundred (1,600) hours during the twelve (12) month period immediately preceding January 1 of the vacation year, where such failure is not the result of an on-the-job injury, shall be entitled to a vacation of one (1) week so long as he worked at least one thousand (1,000) hours during the twelve (12) month period immediately preceding January 1 of the vacation year.

Insofar as practical, vacation will be scheduled at the times requested. It is understood, however, that because of the nature of the work, it may be necessary to limit the number of Patrol Officers who are authorized to take vacation during any particular period of time or on any particular

day. Vacation must be approved by the Division Commander and shall be scheduled in accordance with the procedures set forth hereinbelow.

7.2.1 During the month of January, all Patrol Officers will submit their vacation requests to their respective Division Commanders.

7.2.2 No vacation shall be allowed in excess of three (3) consecutive weeks unless the Chief of Police determines that there are extenuating circumstances and grants approval. Vacations may not be taken in time periods of less than one (1) full day.

7.2.3 All vacation days must be taken prior to the end of the calendar year unless a vacation starts prior to the end of the calendar year and extends into the next year.

7.2.4 Requests for vacations submitted in January shall be honored based upon seniority. The senior officer assigned to each shift/watch shall take his first choice, all officers by seniority shall follow. This procedure shall be repeated until all then desired vacation weeks/days have been requested. The vacation weeks/days requested in January pursuant to this procedure shall be submitted to the Division Commander for approval by February 1 of each year. The Division Commander shall review the requests and post a vacation schedule on or before March 1. Once the list is posted, any floating vacation as provided in 7.2.5 below shall not be used to bump scheduled vacation time regardless of seniority. On or before May 31, of each year, every employee covered by this Agreement shall have committed no less than the following amounts of vacation: (a) employees with two weeks entitlement, one week, (b)

employees with three weeks entitlement, two weeks, (c) employees with four weeks entitlement, two weeks, (d) employees with five weeks entitlement, three weeks. Once committed and approved by the Division Commander, the committed vacation will be added to the posted vacation schedule. Any floating vacation shall not be used to bump scheduled vacation time regardless of seniority. Nothing herein prohibits an officer from taking a vacation between January 1 and March 1. A request for such a vacation must be submitted no later than the first day of the month preceding the month in which the vacation is to be taken.

7.2.5 Vacation weeks or days not selected in January or not committed by May 31 shall be floating vacation. Floating vacation shall be taken on a time-available basis. Requests for one day of floating vacation must be submitted to the Division Commander no less than three working days in advance provided, however, that the Division Commander may in his discretion for extenuating circumstances grant requests without such notice. Requests for two or more consecutive days of floating vacation must be submitted to the Division Commander no later than the 1st day of the month preceding the month in which the vacation days are to occur. These vacation requests may be approved on a first requested basis provided that conflicts which arise in vacation requests submitted on the same day shall be resolved based upon seniority. All floating vacation weeks/days must be requested no later than November 1 of each year. Floating vacation not requested by that date will be lost and no longer available.

7.2.6 In the case of extenuating circumstances as determined by the Chief of Police, the Division Commander may cancel and reschedule any or all previously approved and scheduled vacation. In the event that a previously approved and scheduled vacation is canceled by order of the Chief or Division Commander under this subsection, then the Village shall reimburse the officer for any forfeited travel/lodging/tour or like deposits or expenses that the officer has paid. The reimbursement shall be made upon request of the officer and presentment to the Village of proper verification that the officer has incurred and paid the expense.

7.2.7 An officer may request to cancel and reschedule vacation. To do so, a written request to cancel and reschedule vacation must be submitted at least 18 days prior to the start of the scheduled vacation. These requests will not be unreasonably denied but in no event shall such requested change conflict with a scheduled vacation of another officer assigned to the same shift.

7.3 Personal Leave Days. All officers shall be granted two (2) days of leave for personal business during each year of this Agreement (May 1 through April 30) without loss of pay. Request for this leave must be made to the appropriate supervisor as far in advance as possible but not less than 48 hours prior to the commencement of the leave. Use of personal leave shall be subject to the same limitations as are applicable to use of vacation time. Unused personal business leave does not accumulate, provided, however, that those employees with less than seven (7) years of continuous service may accumulate unused personal business leave to a maximum of four (4) days. Newly hired officers will be entitled to the use of one personal leave day immediately upon being hired, and will be entitled to two days on the following May 1.

7.4 Funeral Leave. When a death occurs in an employee's immediate family (i.e., employee's mother, father, mother-in-law, father-in-law, spouse, brother, sister, child or grandparents, step mother, step father, step child), an employee covered by this Agreement, upon request, shall be excused for up to three (3) days for the purpose of attending the funeral; when a death occurs to an employee's grandfather in-law or grandmother in-law, that employee shall be excused for up to two (2) days for the purpose of attending the funeral; one (1) day of funeral leave shall be granted for attending the funeral of some other member of the family. An eligible employee shall be paid his normal daily rate of pay for any day or days on which he is excused and but for such excuse would have

been scheduled to work. An otherwise eligible employee will not receive funeral pay when it duplicates pay received for time not worked for any other reason e.g. funeral leave is available only for scheduled work days and cannot be used in conjunction with any scheduled day off.

7.5 Military Leave. Military leave shall be granted in accordance with applicable law, and this leave shall not be charged against vacation or sick leave. The employee will be compensated by the Village for the difference between his/her military compensation and his/her normal salary, less normal payroll deductions, for up to two (2) weeks per year.

7.6 Combination of Leaves. Affected employees may combine the use of compensatory time, trade days, personal days and vacation days, provided that no employee may use combined leave days for a period in excess of 21 consecutive calendar days at one time.

ARTICLE VIII

INSURANCE AND DEATH BENEFITS

8.1 Insurance. Employees may elect to participate in any health and hospital insurance plan(s) selected and made available from time to time by the Village. Such plan(s) shall include dental coverage as selected by the Village and group term life insurance in the amount of \$50,000. Each employee who participates in a Village selected plan must contribute toward the cost of such insurance in the following manner:

TYPE OF INSURANCE PPO	EFFECTIVE MAY 1, 2004 PER MONTH	EFFECTIVE MAY 1, 2005 PER MONTH	EFFECTIVE MAY 1, 2006 PER MONTH	EFFECTIVE MAY 1, 2007 PER MONTH
Employee Only	\$35.00	\$42.50	\$45.00	\$ 50.00
Employee & Spouse	\$130.00	\$90.00	\$97.50	\$105.00
Employee & Child	\$130.00	\$85.00	\$92.50	\$100.00
Family	\$130.00	\$132.50	\$140.00	\$150.00

The Prescription Drug Card co-pay will be \$5 and \$10 as determined by the Company. As of May 1, 2002, Village to reimburse non-formulary co-pay over \$10 with receipts submitted by the employee and verified by the Village.

TYPE OF INSURANCE HMO	EFFECTIVE MAY 1, 2004 PER MONTH	EFFECTIVE MAY 1, 2005 PER MONTH	EFFECTIVE MAY 1, 2006 PER MONTH	EFFECTIVE MAY 1, 2007 PER MONTH
Employee Only		\$26.00	\$31.00	\$36.00
Employee & Spouse	\$65.00	\$56.00	\$63.00	\$70.00
Employee & Child	\$65.00	\$54.00	\$61.00	\$68.00
Family	\$65.00	\$83.00	\$91.50	\$100.00
The Prescription Drug Card co-pay will be \$5 and \$10 as determined by the Company. As of May 1, 2002, Village to reimburse non-formulary co-pay over \$10 with receipts submitted by the employee and verified by the Village.				

TYPE OF INSURANCE HMO BLUE ADVANTAGE	EFFECTIVE MAY 1, 2004 PER MONTH	EFFECTIVE MAY 1, 2005 PER MONTH	EFFECTIVE MAY 1, 2006 PER MONTH	EFFECTIVE MAY 1, 2007 PER MONTH
Employee Only		\$24.00	\$28.00	\$32.00
Employee & Spouse	\$50.00	\$51.00	\$58.00	\$65.00
Employee & Child	\$50.00	\$49.00	\$56.00	\$63.00
Family	\$50.00	\$75.00	\$82.50	\$90.00
The Prescription Drug Card co-pay will be \$5 and \$10 as determined by the Company. As of May 1, 2002, Village to reimburse non-formulary co-pay over \$10 with receipts submitted by the employee and verified by the Village.				

The Village shall pay the remaining premium costs. In the event that any police officer is killed in the line of duty or suffers a catastrophic injury while on duty or in the performance of duty, or while performing a police function, the Village shall pay to the officer or the officer's family all benefits as provided by current state law including burial expenses up to \$7,500.00 and provide his dependents including widow/widower and all minor children who are without the benefit of health/hospital insurance, with the opportunity to continue participation in the Village selected health and hospital insurance plan on the same basis and under the same terms and conditions as would have existed had the officer not been killed and continued in the employ of the Village, provided that such participation is not prohibited by the terms of the plan. In the event that participation in the Village plan is prohibited, the Village shall pay to the deceased officer's eligible dependents a sum equal to that which the Village would have paid for dependent health/medical insurance had the officer not been killed and continued in the employ of the Village.

"In the line of duty" or "while performing a police function" is understood to include the performance of duty outside the officer's normal work shift and while not being compensated by the Village, whether or not the officer is in uniform. These situations include, but are not limited to, providing assistance in locating criminal subjects, motorist assistance, and providing additional police assistance when needed for the Village of Tinley Park.

The Village retains the sole right to select the health/hospital plan made available to employees. However, if during the life of this Agreement the Village intends to select a health/hospital plan that does not provide reasonably comparable benefits, it shall advise the Chapter and the parties will negotiate regarding the provision of this Section.

The Village reserves the right to increase deductibles (PPO) and co-pays (HMO) from their current levels (\$100 deductible per person to a maximum of \$300 per family, and \$10 co-pay respectively). However, if an employee is required to pay a greater deductible than was required prior to the execution of this Agreement, the Village will reimburse the employee for one hundred percent (100%) of the difference between the amount of the new deductible paid by the employee and the previous deductible paid by the employee.

8.2 Health Insurance Review Committee - The parties shall meet a minimum of twice per calendar year to discuss issues regarding health insurance coverage and costs, unless both parties agree that such meetings are not necessary. Each party will create their own committee of up to two (2) persons, upon request of either party, a meeting shall be set on a mutually agreeable date, with a proposed written agenda for topics of discussion to be sent by the party

ARTICLE IX

UNIFORM ALLOWANCE

9.1 Uniform Allowance. A uniform allowance for each contract year shall be paid to the individual officers in the month of May of each contract year, as set forth below:

2004-2005	\$900.00/yr.
2005-2006	\$925.00/yr.
2006-2007	\$950.00/yr.
2007-2008	\$950.00/yr.

Patrol Officers shall use such funds to obtain among other items the following items which may be changed from time to time by the Chief:

Plastic flashlight	Tie
Badge	Jacket (chill chaser)
Silver or gold hat cord	Rain coat
Bullets	Fur cap
Off duty holster	Garrison belt
Off duty star	Sam Brown belt
Long sleeve wool shirt	Holster
Short sleeve shirt	Belt keeper
Trousers	Handcuff case
Jacket	Speed loader pouch
Bullet-proof vest	Two speed loaders

Cover vest	S & W handcuffs
Felt hat	Baton
Straw hat	Baton ring
Hat strap	Plastic whistle
Rain cover	Name tags for shirt and jacket
Ticket holder	Necessary repairs or alterations on required uniform apparel

Patrol Officers assigned on a continuing basis, to special duty, i.e., investigative services, crime prevention, support services, etc., shall not be limited to those items of purchase enumerated above.

In the event that during the term of this Agreement the Village requires a major uniform change for all officers to take effect on a date certain rather than at the time of when replacement would be necessary or should the Village require officers to obtain a new uniform item or equipment item not required in the Department prior to May 1, 1994, then the Village shall, in addition to the clothing allowance provided for herein, pay the cost of the ordered major uniform change or new item.

9.2 Bullet-proof Vests. The Village shall upon the request of an officer, provide said officer with a bullet-proof vest of the officer's own choosing provided, however, that if the cost of any vest selected by the officer is more than ten (10) percent higher than the cost of a level IIA vest from the Village vendors, the officer shall pay the additional cost beyond ten (10) percent. The Village shall replace existing vests every five (5) years. Vests will be provided at the Village's expense to those officers making a request pursuant to this section. Officers obtaining vests pursuant to this section may be required by the Village to wear said vests while on duty. Nothing herein prohibits management from ordering the wearing of bullet-proof vests in any high risk situation.

9.3 Purchase of New Uniforms. The Village shall make a one time purchase of the following items as part of the transition to a new uniform incorporating dark blue shirts and pants as follows:

to be purchased by April 15, 2005

- 1) Two (2) pairs of pants
- 2) Two (2) short sleeved shirts

To be purchased by October 1, 2005:

- 1) Two (2) long sleeved shirts
- 2) One (1) tie

Each individual officer will be responsible for purchasing ties and any extra clothing after the aforementioned purchase is made by the Village.

ARTICLE X

HOURS OF WORK AND OVERTIME

**Section 10.1** Work Period/Normal Workweek and Workday. The Village established a regularly recurring period of seven (7) consecutive days as the regular work period for each Patrol Officer. The beginning date of this regular work period may be changed provided the change is intended to be permanent at the time that it is made. Within an established work period, the normal workweek shall consist of forty (40) hours per week subject to the last paragraph of this Section 10.1. The normal workday may consist of ten (10) hours, eight (8) hours, or some other combination as determined by the Chief of Police to be in the best interests of the Village and the Department. The normal workweek shall commence at the start of the first regularly scheduled duty day in any seven (7) consecutive day period (168 consecutive hours) which may begin on any day of the calendar week and enter into the next calendar week. Where there is a change in shifts and/or scheduled off duty days, the commencement of the first regularly scheduled duty day of the new workweek shall terminate the preceding workweek.

Preferred Division and Shift selection shall be offered to patrol officers by descending seniority until the designated divisions and shifts have been staffed to the proper levels. This does not preclude the right to adjust and balance the selections in this process based upon the levels of experience of the officers on a particular shift and/or division.

10.1 Work Period/Normal Workweek and Workday. Notwithstanding the paragraphs above, TheVillage agrees to maintain the current forty (40) hour work week based upon a four (4) day, ten (10) hour schedule for the duration of this contract. The four/ten (4/10) schedule will only be applicable to those divisions/units that operate on such a schedule on the date this agreement is

executed by both parties. This language does not apply to any division which operates on a different work schedule. The parties agree that this provision will no longer exist (it will sunset) upon the expiration of this Agreement, and will be open for negotiation as of May 1, 2008.

10.2 Overtime Pay. Each Patrol Officer covered by this Agreement shall be paid one and one-half (1-1/2) times his regular straight time hourly rate of pay for all hours of work in excess of forty (40) in a regular 7-day work period. Hours of work include all time that a Patrol Officer is required to be on duty whether scheduled or unscheduled provided, however, that time worked as the result of "trading time" pursuant to the provisions of Section 10.6 below shall not be considered hours of work for the purpose of overtime pay. Paid absences from work, excluding, however, sick leave, shall be considered as "hours of work" for purposes of calculating overtime pay. Unpaid absences are not "hours of work" for purposes of overtime pay.

Overtime assignments for which there is more than one and one-half hours notice shall be offered by seniority to covered officers. Any assignments not filled by a volunteer shall be assigned by reverse seniority. (These provisions are to implement the overtime assignment procedures in effect as of May 1, 1998).

Nothing herein shall be construed to require the Village to fill any vacancy that may from time to time occur. The Village possesses the absolute right to assign overtime work and Patrol Officers must work overtime as assigned by the Village.

10.3 Compensatory Time. A Patrol Officer may elect to have earned overtime credited to a compensatory time-off account rather than to be paid for such overtime. No Patrol Officer shall be allowed to accumulate over seventy-five (75) hours of compensatory time. Compensatory time shall be paid at the rate of one and one-half (1-1/2) hours for each overtime hour of work over 40 in any

regular 7-day work period. Compensatory time off may be taken only with the approval of the Patrol Officer's supervisor based upon existing manpower needs. Requests for compensatory time must be made at least 24 hours in advance unless the supervisor grants approval without such notice. Requests for use of compensatory time off shall not be unreasonably withheld. Compensatory hours may be carried over from year to year.

10.4 Court Time. Time spent in court (including travel to and from court) pursuant to job duties shall be compensated in the same manner as scheduled on-duty time. Covered officers shall be compensated for a minimum of two (2) hours for time spent at the Bridgeview or Markham Court Houses. Covered officers shall be compensated for a minimum of two and one-half (2-1/2) hours for time spent at the Will County Court House.

Normal travel time to court in Joliet is ½ hour each way. Normal travel time to court at the Daley Center or 26th and California is 1 hour each way.

When a Patrol Officer is subpoenaed for a civil case and when such subpoena arises directly from the performance of job duties as an officer in the Tinley Park Police Department, the Patrol Officer shall be paid at the regular rate for all court time spent in response to the subpoena. It is understood that any extraordinary expenses incurred by the Officer will be reimbursed by the Village upon proper submittal of receipts documenting such extraordinary expenses, i.e., transportation costs, parking fees, etc. It is understood that reimbursement of expenses will be viewed in a limited manner and will not be extended to such items as meals or any other expenses that would normally arise in an Officer's performance of his duties. Further, it is understood that Officers will submit all witness fees to the Village that result from their participation in court-related matters. If such fees are not timely submitted, no court-time payment will be made by the Village provided, however, if the subpoena fee

exceeds the payment to be made by the Village, the Patrol Officer shall have the option to retain the subpoena fee in lieu of the payment provided for herein.

10.5 Training Time. Patrol Officers covered by this Agreement who are required to attend a training program shall be considered at work while engaged in such training and accordingly, they shall be compensated for such hours of training in the same manner as other hours of duty.

10.6 Trading of Work Shifts. Patrol Officers shall have the right to request trading of work shifts on a limited basis. A Patrol Officer may initiate unlimited trades, provided that the officer may not trade more than four (4) consecutive shifts with the same person. Responsibility for the trade is with the officer who is to work the shift. All such requests shall be made in writing and approved by both the Patrol Officer's Supervisors. The written request must normally be submitted no less than three (3) working days prior to the day upon which the first trade is to occur provided, however, that the Officer's Supervisors may, in emergency circumstances, approve the trade without such notice. It is understood that these requests will be given due consideration by the Supervisors and denial must be based on legitimate departmental manpower needs. It is further understood that once a trade has been made, the party accepting the trade will be held totally responsible for covering the shift that he has agreed to cover. Trading of duty shifts under the provisions of this section is voluntary as between the Patrol Officers involved and is permitted for the benefit and convenience of the officers. The Village shall maintain a record of all such trades. Any shift traded hereunder may be paid back within twelve (12) months but in all cases, the day must be traded back no later than the last day of the calendar year in which the trade was initiated.

10.7 No Pyramiding. This Article is intended to define the normal hours of work, the regular work period and provide the basis for overtime calculation. It shall not be construed as a

guarantee of hours of work per day or per week or per regular work period. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

10.8 Call Back. A call-back is defined as an official assignment of work which does not continuously precede or follow an officer's regularly scheduled work hours. Employees who are required to work a call-back assignment shall be compensated at the officer's applicable overtime or straight-time rate of pay for all hours worked, with a minimum of two (2) hours compensated.

## ARTICLE XI

### GENERAL PROVISIONS

11.1 Right to Join or Not to Join. Employees included in the appropriate bargaining unit set forth in Article 1 of this Agreement shall have the right to join or refrain from joining the Association. The Village and the Chapter agree not to interfere with the rights of employees to become or not become members of the Chapter and, further, that there shall be no discrimination or coercion against any employee because of Chapter membership or non-membership. Nothing contained in this Agreement shall be construed to prohibit individual employees from presenting grievances to the Village; provided, however, that the settlement of any such grievance shall not be inconsistent with the terms of this Agreement.

11.2 Personnel Files. Upon appropriate request, an employee may inspect his personnel file subject to the following:

A. Inspection shall occur at a time and in a manner mutually acceptable to the employee and the Village. Upon request, an employee who has a written grievance on file who is inspecting his personnel file with respect to said grievance may have an association official present during such inspection.

B. Copies of materials in his personnel file shall be provided an employee upon request if such materials are to be used in the processing of a grievance at the third step. The employee shall bear the cost of duplication.

C. An employee shall be provided a copy of the evaluation form used for the purpose of evaluating him at no cost to the employee.

D. Pre-employment information, e.g., reference checks and responses, or information provided the Village with the specific request that it remain confidential shall not be subject to inspection or copying.

11.3 Bulletin Board. The Village shall provide, within the Patrol Officer's squad room, twenty-four inch by twenty-four inch space for a Chapter-provided bulletin board to be used exclusively for the posting of official notices. Such notices, which shall be non-political and non-inflammatory in nature, shall be delivered to the Chief for his approval prior to posting. The Chief shall not unreasonably withhold approval of notices which are in compliance with this Article.

11.4 Probationary Period. All new employees and those hired after loss of seniority shall be considered probationary until they have completed a probationary period of twelve (12) months of work, excluding time spent in school. Time absent from duty that is not credited for seniority purposes shall not apply toward satisfaction of the probationary period. During an employee's probationary period, the employee may be suspended, laid off or terminated in accordance with procedures established by the Civil Service Commission, without cause at the sole discretion of the Village. Such probationary employee shall have no recourse to the grievance procedure or to the Civil Service Commission to contest such a suspension, layoff or termination. An employee is not required to comply with the Village residency policy until the employee has completed the probationary period.

Section 11.5 Light Duty. Covered employees suffering from a duty or non-duty-related injury or illness may be assigned to light duty pursuant to the terms and conditions of the existing Village of Tinley Park Light Duty Policy. However, no covered officer shall be required to work a light duty shift other than that to which he/she was assigned prior to the injury or illness requiring light duty assignment, unless said officer voluntarily accepts said assignment.

## ARTICLE XII

### FAIR SHARE AND DUES DEDUCTION

12.1 Dues Deduction. Upon receipt of lawful written authorization from employees covered by this Agreement, the Village agrees to deduct from their salary the regular uniform Union membership dues during the term of this Agreement. A copy of the dues deduction authorization that is to be utilized is attached hereto as Appendix A. Signing of the dues deduction authorization is voluntary with the individual employee and any dues deduction authorization which is signed shall be revocable at any time by the employee. The dues shall be forwarded to the individual designated by the Union to receive such deductions. The regular uniform Union membership dues to be deducted will be certified in writing by the Union to the Village.

12.2 Fair Share. During the term of this Agreement, Employees who are not members of the Metropolitan Alliance of Police shall, commencing sixty (60) days after their employment or sixty (60) days after the effective date of this Agreement whichever is later, pay a fair share fee to the Metropolitan Alliance of Police for collective bargaining and contract administration services rendered by the Metropolitan Alliance of Police 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 Metropolitan Alliance of Police. Such fair share fees shall be deducted by the Village from the earnings of non-members and remitted to the Metropolitan Alliance of Police. The Metropolitan Alliance of Police shall periodically submit to the Village a list of the members covered by this Agreement who are not members of the Metropolitan Alliance of Police 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 Metropolitan Alliance of Police agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in *Chicago Teacher Union v. Hudson*, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payers.

Accordingly, the Metropolitan Alliance of Police agrees to do the following:

1. Give timely notice to fair share fee payers 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 payers of an expeditious and impartial decision-making process whereby fair share fee payers can object to the amount of the fair share fee.
3. Place an amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payers 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 Metropolitan Alliance of Police with respect to fair share fee payers 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 Metropolitan Alliance of Police. If the affected non-member and the Metropolitan Alliance of Police 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.

12.3 Indemnity. The Chapter agrees to indemnify and hold the Village harmless against any and all claims, suits, orders or judgments brought or issued against the Village as a result of any action taken or not taken by the Village under any of the provisions of this Article.

## ARTICLE XIII

### CREDIT UNION DEDUCTION

13.1 Voluntary Payroll Deduction. Employees covered by this Agreement who wish to participate in a Credit Union shall be allowed to do so through payroll deductions upon the receipt of lawfully written authorizations. Employees who desire to participate in the voluntary Credit Union payroll deduction program set forth in this Article shall designate one Credit Union to which said deductions will be applied. Employees who wish to make a monthly charitable contribution to the fund designated by the Chapter shall be allowed to do so through payroll deductions upon the receipt of lawfully written authorization.

13.2 Revocation. Participating employees may revoke their Credit Union or charitable deduction after twelve months of continuous participation or upon the expiration of this Agreement, whichever comes sooner.

13.3 Indemnity. The Chapter agrees to indemnify and hold the Village harmless against any and all claims, suits, orders, or judgments brought or issued against the Village as a result of any action taken or not taken by the Village under the provisions of this Article.

ARTICLE XIV

WAGES

14.1 Salary Schedule. The minimum monthly salary effective from May 1, 2004 through April 30, 2008 is as follows:

	<u>Start</u> <u>Per Hr.</u>	<u>End of</u> <u>1st yr</u>	<u>End of</u> <u>2nd yr</u>	<u>End of</u> <u>3rd yr</u>	<u>End of</u> <u>4th yr</u>	<u>End of</u> <u>5th yr</u> <u>and beyond</u>
5-1-2004	\$22.09	\$23.55	\$25.12	\$26.77	\$28.53	\$30.40
5-1-2005	\$22.94	\$24.46	\$26.09	\$27.80	\$29.63	\$31.57
5-1-2006	\$23.85	\$25.43	\$27.12	\$28.90	\$30.80	\$32.82
5-1-2007	\$24.82	\$26.46	\$28.22	\$30.07	\$32.05	\$34.15

Pay schedule determined as a 3.55% raise effective May 1, 2004.

Pay schedule determined as a 3.85% raise effective May 1, 2005.

Pay schedule determined as a 3.95% raise effective May 1, 2006.

Pay schedule determined as a 4.05% raise effective May 1, 2007

It is mutually agreed that for every 1 full percentage point that the rate of inflation exceeds five percent (5%) per year, the above salary schedule will be increased by one-half (½) of one percent (1%) up to a maximum of two and one-half percent (2-1/2%) per step. The standard of measure will be the Consumer Price Index as measured for the Chicago Metropolitan area. For the Salary Schedule set forth for May 1, 2004, the Consumer Price Index will be measured for the period May 1, 2003, through April 30, 2004. For the schedule set forth for May 1, 2005, the Consumer Price Index will be measured for the period May 1, 2004, through April 30, 2005. For the schedule set forth for May 1, 2006, the Consumer Price Index will be measured for the period May 1, 2005, through April 30, 2006. For the schedule set forth for May 1, 2007, the Consumer Price Index will be measured for the period May 1, 2006, through April 30, 2007. In the event that either one of the schedules will need to be revised, salary adjustments will be made retroactive to May 1 of the affected year.

14.2 Investigator Compensation. In addition to the above, all Patrol Officers assigned to the Investigative Division shall receive an additional stipend of \$2,000.00 during each contract year of this Agreement. This additional remuneration will be paid on a bi-weekly basis and will be discontinued immediately upon the Patrol Officers no longer being assigned to the Investigative Division or when such Patrol Officer is on assignment to some other organization.

14.3 Service Longevity. For employees hired prior and subsequent to the effective date of this Agreement, salary and wage recognition will be accorded each such employee on the basis of service longevity independent of, but in addition to, that accorded as base pay or merit pay as follows:

<u>Period of Employment</u>	<u>Increment for Service Longevity</u>
5- 9 years of employment	\$40.00 per month
10 - 15 years of employment	\$70.00 per month
15 - 18 years of employment	\$100.00 per month
19+ years of employment	\$130.00 per month

14.4 Educational Incentive Compensation. Employees who presently hold, or who subsequently obtain a degree in police-related subjects approved by the Chief of Police (either BA or BS) shall receive annual educational incentive compensation of \$110.00 per month. Employees who presently hold, or who subsequently obtain, college course credits as described below in police-related subjects approved in advance by the Chief of Police shall receive annual educational incentive compensation, which shall not be cumulative, as follows:

<u>Completion of:</u>	<u>Compensation for Month</u>
60 hours of college credit	\$80.00
45 hours of college credit	\$60.00
30 hours of college credit	\$40.00
15 hours of college credit	\$20.00

14.5 Extra Compensation for Marksmanship Proficiency. Patrol Officers covered by this Agreement shall receive, in addition to any other payments, marksmanship proficiency payments payable as a lump sum payment on or before April 15 of each year for obtaining a verified shooting score annually under Village supervision as follows:

<u>Score</u>	<u>Compensation Per Month</u>
235-255 points	\$ 6.00
256-276 points	\$ 8.00
277-300 points	\$10.00

14.6 Acting Supervisor Pay. When an employee is required to serve as an acting supervisor, the employee will receive additional pay equal to the existing low base pay for sergeants or 5 percent of the employee's base hourly rate, whichever is higher, provided, however, that when an employee is assigned to serve as an acting supervisor and does so serve for a period in excess of four consecutive weeks, the employee will receive additional pay equal to the existing low base pay for sergeants or 10 percent of the employee's base hourly rate for that period of time during which he is, without interruptions, so assigned to act as a supervisor, whichever is higher. Acting pay will be given only for hours worked as an "acting supervisor" and shall be calculated to the nearest full hour. Additional pay hereunder shall be accumulated and paid annually in the holiday pay check as provided for in Section 7.1 of this Agreement.

14.7 Field Training. A field training officer shall receive additional pay of five (5) hours at 1½ times his regular rate of pay for each eighty (80) hours of time spent in field training another officer. Affected officers who work less than eighty (80) hours shall be paid for all hours worked on a pro rata basis. This additional compensation shall be paid as part of the officer's regular payroll check.

14.8 Canine Officer. The Village established its first canine unit. As the amount of time outside of required duty hours that may be necessary for the maintenance, care, training and transport of the dog varies and cannot be precisely determined, the parties agree that a canine officer shall receive extra compensation of two thousand (\$2,000.00) dollar per contract year of service as a canine officer. It is agreed that this extra payment shall constitute full compensation at the appropriate rate for all hours of work on off-duty time for the maintenance, care, training and transport of the dog. This additional compensation will be discontinued immediately upon the officer no longer being assigned as a canine officer. The parties have agreed that the extra compensation shall be paid in a lump sum as extra pay on or before April 15 of each year of this Agreement.

Section 14.9 Extra Duty. Pursuant to Section 7(p)(1) of the Fair Labor Standards Act, the Village administers the extra duty employment of bargaining unit members by certain separate and independent employers. A list of such extra duty employers is attached hereto as Appendix C. Extra duty assignments are performed solely at the option of the officer during off-duty hours. These extra duty assignments may include sporting events and extra curricular activities of those employers listed in Appendix C. Effective 5/1/05 compensation for extra duty assignments performed by members of the bargaining unit is at the rate of \$28.00 per hour effective on the first pay period after both parties have executed this agreement in 2005, compensation for extra duty assignments performed by members of the bargaining unit is at the rate of \$28.00 per hour. The Village shall bill the independent employers

for service provided, and establish procedures for the officers to receive their pay through the Village payroll system. Officers wishing to work extra duty assignments may place their names on the extra duty roster from which extra duty assignments may be made. While on extra duty assignments, all officers are required to observe their normal standards of conduct and shall be subject to disciplinary action for their failure to do so. Members of the bargaining unit shall be offered at least forty-five (45) per cent of all extra duty assignments offered by independent employers effective on the first pay period after both parties have executed this agreement in 2005, members of the bargaining unit shall be offered at least forty-five percent (45%). Extra duty assignments will be offered (by seniority) to all bargaining unit employees who have placed their names on the extra duty roster. All Bargaining Unit members are entitled to work these extra duties.

14.10 Retroactivity - Those employees employed by the Village on the date the Agreement is signed by both parties shall receive the wage increases described in this Agreement on a retroactive basis to May 1, 2004. Retroactive wage increases will be paid to each eligible employee for all hours worked and compensated between May 1, 2004, and the date of the execution of this Agreement within thirty (30) days of the signing of this Agreement.

## ARTICLE XV

### EMPLOYEE DRUG AND ALCOHOL TESTING

**Section \_\_\_\_\_ 1. Statement of Policy.** It is the policy of the Village that the public has the absolute right to expect persons employed by the Village in its Police Department will be free from the effects of drugs and alcohol. The Village, as the employer, has the right to expect its employees to report for work fit and able for duty and to set a positive example for the community.

The purpose of this policy shall be achieved in such manner as not to violate any established constitutional rights of the officers of the Police Department.

**Section \_\_\_\_ 2. Prohibitions.** Officers shall be prohibited from:

(a) Consuming or possessing alcohol at any time during or just prior to the beginning of the workday or anywhere on any Village premises or job sites, including Village buildings, properties, vehicles and the officer's personal vehicle while engaged in Village business, except as may be necessary in the performance of duty as authorized by the Chief or his designee.

(b) Possessing, using, selling, purchasing or delivering any illegal drug at any time and at any place except as may be necessary in the performance of duty as authorized by the Chief or his designee.

(c) Failing to report to the employee's supervisor any known adverse side effects of medication or prescription drugs which the employee may be taking.

**Section \_\_\_\_ 3. Drug and Alcohol Testing Permitted.** Where the Village has reasonable suspicion to believe that: (a) an officer is being affected by the use of alcohol; or (b) has abused prescribed drugs; or (c) has used illegal drugs, the Village shall have the right to require the officer to submit to alcohol or drug testing as set forth in this Agreement. The foregoing shall not limit the right of the Village to conduct any tests it may deem appropriate for persons seeking employment as police officers prior to their date of hire, or upon promotion or reassignment to another position within the Department.

**Section \_\_\_\_ 4. Order to Submit Testing.** Within twenty-four (24) hours of the time the officer is ordered to testing authorized by this Agreement, the Village shall provide the officer with a written notice setting forth the facts and interferences which form the basis of the order to test.

Refusal to submit to such test may subject the employee to discipline, but the officer's taking of the test shall not be construed as a waiver of any objection or rights that he or she may possess.

**Section \_\_\_\_\_ 5. Test to be Conducted.** In conducting the testing authorized by this Agreement, the Village shall:

(a) Use only a clinical laboratory or hospital facility which is certified by the State of Illinois to perform drug and/or alcohol testing, or use a licensed breathalyzer operator who is not a member of the bargaining unit.

(b) Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result.

(c) If a blood, urine, or hair test, collect a sufficient sample of the same bodily fluid or material from an officer to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the officer.

(d) Collect samples in such a manner as to preserve the individual officer's right to privacy while insuring a high degree of security for the sample and its freedom from adulteration. Officers shall not be witnessed by anyone while submitting a sample except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable suspicion that the officer may attempt to compromise the accuracy of the testing procedure.

(e) Confirm any blood, urine, or other sample that tests positive in initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.

(f) Provide the officer tested with an opportunity to have the additional blood, urine, or other sample tested by a clinical laboratory or hospital facility to the officer's choosing, at the officer's

own expense; provided the officer notified the Village within seventy-two (72) hours of receiving the results of the test.

(g) Require that the laboratory or hospital facility report to the Village that a blood, urine, or other sample is positive only if both the initial screening and confirmation test are positive. The parties agree that should any information concerning such testing or the results thereof be obtained by the Village inconsistent with the undertakings expressed herein (e.g., billings for testing that reveal the nature or number of tests administered), the Village will not use such information in any manner or form adverse to the officer's interests.

(h) Require that with regard to alcohol testing, for the purpose of determining whether the officer is under the influence of alcohol, test results showing an alcohol concentration of .020 or more based upon the grams of alcohol per 100 millimeters of blood be considered positive (NOTE: The foregoing standard shall not preclude the Village from attempting to show that test results between .000 and .019 demonstrate that the officer was under the influence, but the Village shall bear the burden of proof in such cases).

(i) Provide each officer tested with a copy of all information and reports received by the Village in connection with the testing and the results.

(j) Insure that no officer is the subject of any adverse employment action except emergency temporary reassignment or relief of duty during the pendency of any testing procedure.

**Section \_\_\_\_ 6. Right to Contest.** If disciplinary action is not taken against an employee based in whole or in part upon the results of a drug or alcohol test, the Chapter and/or the officer, with or without the Chapter, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the test, the right to test, the administration of the tests, the significance and accuracy of the test, or any other alleged violation of this Agreement.

Such grievances shall be commenced at Step 2 of the grievance procedure. Further, if disciplinary action is taken against an officer based in part upon the results of a test, then the Chapter and/or the officer, with or without the Chapter, shall have the right to file a grievance concerning any portion of the test if the discipline is not so extreme as to invoke the jurisdiction of the Village of Tinley Park Board of Police Commissioners. If the discipline is sufficiently extreme as to invoke the jurisdiction of the Village's Board of Police Commissioners, then the Chapter and/or the officer, with our without Chapter, shall have the right to contest any testing permitted by this Agreement before the Board of Police Commissioners.

**Section \_\_\_\_\_7. Voluntary Request for Assistance.** The Village shall take no adverse employment action against any officer who voluntarily seeks treatment, counseling, or other support for an alcohol or drug related problem not involving or related to criminal activity because of the officer's voluntary actions, other than the Village may require reassignment of the officer with pay if he is unfit for duty in his current assignment. The foregoing is conditioned upon:

(a) The officer was not under investigation for illegal drug use or abuse o alcohol, or in such a circumstance that such investigation was imminent.

(b) The officer agreeing to appropriate treatment as determined by the physician(s) involved.

(c) The officer discontinues his use of illegal drugs or abuse of alcohol.

(d) The officer completes the course of treatment and aftercare prescribed by the attending medical authority(s), including an "after-care" group for a period of up to twelve (12) months.

(e) The officer agrees to submit to suspicionless testing during hours of work during the prescribed period of treatment and aftercare discussed in (d) above.

Officers who do not agree to or act in accordance with the foregoing, or for whom there exists independent evidence of improper activity, shall be subject to discipline, up to and including discharge. This Article shall not be construed as an obligation on the part of the Village to retain an officer on active status throughout the period of rehabilitation if it is appropriately determined by the attending medical authority(s) that the officer's current use of alcohol or drugs prevents such individual from performing the duties of a police officer or whose continuance on active status would constitute a direct threat to the property and safety of others. Such officer shall be afforded the opportunity, at his option, to use accumulated paid leave or take an unpaid leave of absence pending treatment.

#### ARTICLE XVI

#### BILL OF RIGHTS

All members of the bargaining unit are entitled to the rights provided by the Uniform Peace Officers Disciplinary Act (commonly known as Peace Officers Bill of Rights), 50 ILCS 725/1 et seq, provided, however, that this clause shall have no effect if said Act is repealed or declared invalid. Any alleged violation of this article shall not be subject to the grievance procedure unless and until the grieving and an authorized representative of the Chapter each voluntarily executes a binding waiver of any right to sue the Village in any administrative forum or court of law alleging a violation of Chapter 85 Section 2551 et seq., arising from the events giving rise to the grievance. It is the express intent of the parties that any alleged violation of the Peace Officers Bill of Rights be subject to determination only by one forum.

## ARTICLE XVII

### ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject 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. Therefore, the Village and the Chapter, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

## ARTICLE XVIII

### SAVINGS CLAUSE

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

ARTICLE XIX

TERM OF AGREEMENT

This Agreement shall become effective as of the first day after it is signed by both parties, May 1, 2004, and shall terminate at 11:59 p.m. on April 30, 2008. Not earlier than September 1, 2007, and no later than October 1, 2007, either the Village or the Chapter may give written notice to the other party by registered or certified mail of its desire to modify or terminate this Agreement and to renegotiate an agreement for subsequent years. In the event that this notice is not so given, this contract shall be deemed automatically renewed for an additional year and from year to year thereafter until such written notice is given. Nothing in this Agreement shall prohibit the Village from withdrawing recognition of the Association as the bargaining representative of employees covered by this Agreement upon the expiration of this Agreement.

Metropolitan Alliance of Police,  
Tinley Park Police Chapter #192

Village of Tinley Park, Illinois

By: \_\_\_\_\_  
JOSEPH ANDALINA, President  
Metropolitan Alliance of Police

By:  
EDWARD J. ZABROCKI  
Village President

\_\_\_\_\_  
RAYMOND VIOLETTO, President  
M.A.P. Tinley Park Chapter #192

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATED: \_\_\_\_\_

DATED:

ATTEST: \_\_\_\_\_  
Village Clerk

APPENDIX A

DUES DEDUCTION AUTHORIZATION  
TINLEY PARK PATROLMEN'S ASSOCIATION

I hereby authorize the Village of Tinley Park to deduct each month \$\_\_\_\_\_ as certified by the Metropolitan Alliance of Police Tinley Park Police Chapter #192 as the current rate of dues or an amount as may hereafter be established by the Metropolitan Alliance of Police Tinley Park Police Chapter #192 as monthly dues. This deduction is to be turned over to the Metropolitan Alliance of Police Tinley Park Police Chapter #192 whose address is \_\_\_\_\_.

The authorization of this deduction is entirely voluntary on my part. I understand that I may cancel this authorization at any time.

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

APPENDIX B

CHARITABLE DEDUCTION AUTHORIZATION  
TINLEY PARK PATROLMEN'S ASSOCIATION FUND

I hereby authorize the Village of Tinley Park to deduct from my wages each month the sum of \$\_\_\_\_\_. This deduction is to be turned over to the Bank Account established by the Metropolitan Alliance of Police Tinley Park Police Chapter #192 at the \_\_\_\_\_ Bank, Account No. \_\_\_\_\_. The authorization of this deduction is entirely voluntary on my part. I understand that I may cancel this authorization at any time.

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

NON-CONTRACT AGREEMENTS

(1) A policy will be developed to establish departmental meetings for the purpose of reviewing new policies, programs, etc., to allow for Patrol Officers input. These meetings will be scheduled on training days and will occur no less than twice each year. The Police Chief and all Supervisory personnel and all employees covered by this Agreement will attend these meetings. They will be scheduled for a timeframe of approximately 1-1/2 to 2 hours. The Village Manager will attend these sessions on an as needed basis. Nothing herein shall prohibit additional departmental meetings.

(2) A policy will be developed to provide for better Patrol Officer notification of job related training, seminars, schools, etc., and the policy will indicate that every effort will be made to free up time to attend these training sessions. Special attention will be given to paying for training sessions on off-duty time if the Patrol Officer is willing to go to school on his own time.

(3) As of the date of execution of this Agreement, the Village has no present intention to abolish or change the Village Ordinance that provides certain health plan benefits to retirees. Covered retired individuals shall also be entitled to maintain dental coverage following retirement, with the Village contributing fifty percent (50%) of the premium for said coverage. In addition, until the retiree is eligible for AARP coverage, the Village shall contribute, in addition to 50% of the premium cost, and \$60 per month toward the retiree's cost for health insurance for those covered officers retiring with at least 20 years of service and 50 years of age. The Village agrees that it will not abolish or change the Ordinance as to bargaining unit members without prior notice to and discussion with the Chapter.

(4) The Village has no present intention of changing the sick leave or disability leave benefits as they exist in policy as of May 1, 1998. The Village agrees that it will not change those policies as to bargaining unit members without prior notice to and discussion with the Chapter.

\_\_\_\_\_  
President - Tinley Park  
Chapter

\_\_\_\_\_  
Village Manager

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## APPENDIX C

### EXTRA DUTY EMPLOYERS

Andrew High School

Central Junior High School

Convention Center

Grissom Jr. High School

Frankfort Park District

Prairie View Jr. High School

Tinley Park Block Party

Tinley Park High School

Tinley Park Park District

Walker Middle School