

10/16/17

AGREEMENT

between

THE VILLAGE OF OLYMPIA FIELDS

and

**METROPOLITAN ALLIANCE OF POLICE
OLYMPIA FIELDS POLICE CHAPTER #678**

May 1, 2017 through April 30, 2020

10/16/17

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PREAMBLE

THIS AGREEMENT is entered into by the VILLAGE OF OLYMPIA FIELDS, ILLINOIS (hereinafter referred to as the "VILLAGE" or the "Employer") and METROPOLITAN ALLIANCE OF POLICE OLYMPIA FIELDS POLICE CHAPTER #678(hereinafter referred to as the "Chapter" or "MAP" or "Union"). It is the purpose of this Agreement and it is the intent of the parties here to establish and promote a mutual, harmonious understanding and relationship between the Employer and the Chapter, to promote departmental efficiency and effectiveness, to establish wages, hours and other terms and conditions of employment of officers covered by this Agreement, and to provide for the equitable and peaceful adjustment and resolution of differences which may arise from time to time over the interpretation and application of the Agreement.

In consideration of the mutual promises, covenants and Agreement contained herein, the parties hereto, by their duly - authorized representatives and/or agents, do mutually covenant and agree as follows:

ARTICLE I – RECOGNITION

Section 1.1. Recognition. The Village recognizes the Union as the sole and exclusive collective bargaining representative for all full-time sworn peace officers of the rank of patrol officer and police corporals, as certified by the Illinois Labor Relations Board (hereinafter referred to as "officers" or "employees").

Section 1.2 Probationary Period. The probationary period for a new hire shall be eighteen (18) months in duration from date of hire. Time absent from duty or not served for any reason shall not apply toward satisfaction of the probationary period except for holidays, vacation and sick leave. During the probationary period, an officer is entitled to all rights, privileges or benefits under this Agreement, except that the Village may suspend or discharge a probationary officer without cause; such action shall be final, and the officer shall have no recourse under the grievance procedure or otherwise to contest such suspension or discharge.

ARTICLE II – UNION SECURITY AND RIGHTS

Section 2.1. Dues Deduction. While this Agreement is in effect, the Village will deduct from the first paycheck each month one-half of the appropriate dollar amount of Union dues and, from the second paycheck each month, the second half of the appropriate amount of dues for each employee in the bargaining unit who has filed with the Village a voluntary, effective check off authorization as provided by the Union. The amount of dues checked off shall be equal to the amount certified by the Union to the Village, for each employee per month in writing. Such amount shall be determined initially upon the signing of this Agreement and thereafter once a year on a date determined by the Union. The Union will give the Village thirty (30) days' notice of any such change in the amount of uniform dues to be deducted. Once the dues check off amount has been determined for each employee each year, it shall not be further increased. Dues shall be remitted to the Union by the 10th day of the month

following deduction. A Union member desiring to revoke the dues check off shall do so in accordance with State law. If dues check off is revoked, the member shall thereafter be required to pay a fair share fee in accordance with Section 2.2.

The Village shall provide the Union, within (30) days, the name, address, classification, rate of salary and starting date of any new employee hired into the Union's bargaining unit.

Section 2.2. Fair Share Fee. Any present officer who is not a member of the Union shall have deducted from his/her pay and transmitted to the Union a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All officers hired on or after the effective date of this Agreement and who have not made application for Union membership shall, on or after the thirtieth day of employment, also have deducted from their pay and transmitted to the Union a fair share of the cost of the collective bargaining process and contract administration.

Section 2.3. Union Indemnification. The Union shall indemnify, defend and save the Village harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Village in complying with the provisions of this Article, Except where such action has been prosecuted or initiated by the employer.

ARTICLE III – MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Village retains all rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, including but 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 subcontract 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 such operations and services shall be made or purchased;
- to make, alter and enforce reasonable rules, regulations, orders and policies;
- to evaluate employees;
- to discipline, suspend and discharge employees for just cause (probationary employees without cause);
- to change and eliminate existing methods, equipment or facilities;
- and to take any and all actions as may be necessary to carry out the mission of the Village in situations of local disaster emergencies as may be formally declared by the Mayor or his/her designee or the Village Board. In the event of such emergency action,

the provisions of this Agreement may be suspended, if necessary, provided that all provisions of this Agreement shall be immediately reinstated once a local disaster emergency condition ceases to exist.

ARTICLE IV – HOURS OF WORK AND OVERTIME

Section 4.1. Application of Article. This Article is intended only as a basis for calculating overtime payments and nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

Section 4.2. Normal Workweek. Except as provided elsewhere in this Agreement, the normal workweek (Sunday through Saturday) shall average (40) hours per week. Each officer will be allowed to take a paid, off-duty thirty (30) minute lunch break and two fifteen (15) minutes breaks each day, subject to emergency work duties.

Section 4.3. Normal Workdays; Changes in Regular Work Schedule and Rotation; Reporting for Duty.

- (a) The department work schedule shall consist of five (5) eight (8) hour days on and two (2) days off.
- (b) In the event the Village determines to change the regular work schedule (for example, to ten (10) hour shifts or twelve (12) hour shifts, the Village will provide the Union at least sixty (60) days' prior notice. During that time, the parties will meet and confer regarding implementation issues. The decision of the Village will be final.
- (c) In the event the Village determines to change the shift rotation (for example, from once every three months to once every six months), the Village will provide the Union at least sixty (60) days' prior notice. During that time, the parties will meet and confer regarding implementation issues. The decision of the Village will be final.
- (d) Officers shall report for duty no less than ten (10) minutes prior to the beginning of their assigned shift for roll call briefing to exchange calls for service information, department memoranda, e-mail and other information for the benefit of the employees on the incoming shift.

Section 4.4. Annual Shift Selection.

- (a) The shifts, workdays and hours assigned to employees shall be posted on a departmental work schedule become effective on January 1st.
- (b) The shifts shall be bid upon by seniority except that the Chief shall have the right to modify such bidding procedure only to accomplish the mission of the department.

- (c) In the event that personal problems exist such that a duty trade becomes necessary, then the affected officer shall request a duty trade by written notice to the shift supervisor, such permission shall not be unreasonably denied. In the event such trades cannot be effectuated amongst the officers, the Chief shall have the authority to effectuate that trade.
- (d) The above seniority bids shall be distributed to all members by November 1st and shall be accomplished no later than December 1st.

Section 4.5. Overtime Pay. Officers shall be paid at the rate of time and-one half (1-1/2) their normal hourly rates of pay for all hours worked beyond their normal shifts.

Section 4.6. Court Time. Officers attending court off duty shall receive a minimum of two (2) hours of overtime pay for such appearance, any hours over this minimum (in fifteen minute intervals) will be paid at the affected officers overtime rate of pay.

Section 4.7. Computation of Hourly Salary. For purposes of determining overtime compensation, a police officer's hourly salary shall be computed based upon an annual work year of 2,080 hours. Longevity pay and the Corporals, the Canine Officers, and Detectives \$2000.00 stipend shall also count towards all qualifying employee's annual wage for determining the employee's hourly wage rate for overtime pay purposes.

Section 4.8. Overtime Work. The Chief of Police or his/her designee(s) shall have the right to require overtime work, and officers may not refuse overtime assignments. Whenever practicable, overtime will be scheduled on a voluntary basis, except for emergency situations or except where qualified volunteers are not readily available. The Village agrees to keep mandatory overtime scheduling to a minimum, consistent with the Village's need to provide proper police protection. The Village agrees that, except where specialty skill is required, the Village will be governed by the following policies concerning manpower allocations, except that deviations may be made only to accomplish the mission and goals of the Department. The Parties further acknowledge that the issue of manning shifts shall not be subject to the grievance procedure herein.

Section 4.9. Call Out Procedures. The following Call-Out Procedure will be followed as per the "call out hours book" attached hereto as Appendix "B".

Section 4.10. Call Back. A "call-back" is defined as an officer's assignment of work which does not continually precede or follow an officer's regularly scheduled working hours. An employee who is called back to work after having left work shall receive overtime, pursuant to Paragraph 4.5, unless the individual is called back to rectify his/her own error, in which case the officer will be paid straight time for actual hours worked.

Section 4.11. No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

Section 4.12. Canine Officer. The employee(s) assigned as canine officer shall be permitted one (1) hour per work day to care, feed and perform other necessary dog handling duties of

the assigned canine if said time will not affect minimum manpower levels for that shift. The canine officer shall be compensated at the rate of \$2,000.00 per year for such duties.

The Police Chief has discretion to discontinue the canine program, schedule the canine officer(s) to work shifts he deems appropriate for law enforcement purposes, notwithstanding any other provision of this Agreement.

All employees assigned as canine officers are guaranteed a minimum of two (2) days or sixteen (16) hours per month for training days.

Section 4.13. Training Day Hours. When an employee attends training on a non-duty day, the employee shall receive time and a half for the number of hours spent in such training. An employee who attends mandatory/required training on a non-duty day shall receive pay at time and one-half (1 ½) for the number of hours spent in such training. This training section shall apply to firearms/range training.

An employee may not take training time off unless minimum manpower requirements are met for the requested training day. If the employee attends training on a non-duty day, the employee will be allowed to take training time off on the next available calendar day.

Requests for training time may not create the need for overtime.

Section 4.14. Compensatory Time. Compensatory time may be paid in lieu of overtime, at the affected officer's discretion, based on the following criteria:

1. Compensatory time may not exceed 120 "rolling" banked hours, unless allowed by the Chief of Police or his designee, and any additional overtime will be paid out.
2. Utilizing compensatory time for selecting days off will be the same as Holiday – Vacation days as listed in section 9.5.
3. Compensatory time may be taken in minimum one (1) hour blocks unless otherwise authorized by the Chief of Police.

Compensatory time will be calculated at the same rate as overtime and shall be computed on the basis of fifteen (15) minute segments. Officers who currently have more than 120 hours as of the date of agreement/award/ratification of this contract shall receive compensation at that officer's hourly rate for all hours in excess of 120.

ARTICLE V – DISCIPLINE

Section 5.1 Disciplinary Procedure.

- (a) Post-probationary Employees shall be disciplined for just cause.
- (b) Oral and written reprimands are not subject to the Grievance Process.

- (c) In the event the Chief suspends an Employee for five (5) days or less, the Employee may appeal that suspension to such appeal body as the corporate authorities of the Village determine from time to time. A grievance-arbitration process shall not be available to the Employee.
- (d) In the event the Chief seeks to suspend the Employee for more than five (5) days, or seeks to terminate the employment of an Employee, the Chief shall serve charges upon the Employee setting forth the bases for such proposed discipline. The Employee and the Union shall have the right to determine whether to have the discipline determined by such Board as may be designated by the Village from time to time; or reviewed by an arbitrator in accordance with the grievance/arbitration provisions of this Agreement. Any such election shall be made in writing within seven (7) days of the Notice of Proposed Discipline.
- (e) In the event the Union and Employee determine to have the matter reviewed by an arbitrator, it shall make such election in writing. Upon such election, the Chief will impose the discipline set forth in the Notice of Proposed Disciplinary Action. Upon the imposition of such discipline, the Union may refer the discipline to arbitration within seven (7) calendar days in accordance with Section 7.3 of this Agreement.
- (f) In the event the Employee opts to have the matter heard by the Village's designated appeal board, the procedures of said Board shall control. Any decision shall be subject to judicial review in the Circuit Court of Cook County,
- (g) By electing one option, the Employee irrevocably waives resort to the other option.

Section 5.2. Bill Of Rights. The Village agrees to comply with the Bill of Rights as set forth in Illinois Uniform Police Officers' Disciplinary Act, 50 ILCS 725/1 et seq.; provided, however, said Bill of Rights shall not be subject to the grievance and arbitration procedure set forth in this Agreement (Article VI).

ARTICLE VI – GRIEVANCE PROCEDURE

Section 6.1. Definition. A “grievance” is defined as a dispute or difference between the parties to this Agreement concerning interpretation and/or application of this Agreement or its provisions.

Section 6.2. Grievance Procedure. Recognizing that grievances should be raised and settled promptly, a grievant must file a grievance within seven (7) calendar days of either occurrence of the event giving rise to the grievance or within seven (7) calendar days of the time at which the grievant became aware, or reasonably should have become aware, of the

event giving rise to the grievance. A grievance may be initiated by the chapter or an aggrieved employee. A grievance shall be processed as follows:

- STEP 1: Written to the Deputy Chief of Police. If this grievance is not settled in Step 1, the grievant may, within seven (7) calendar days following receipt of the Deputy Chief's answer, file a written grievance setting forth the nature of the grievance and the contract provisions involved. If no agreement is reached, the Deputy Chief will give his/her answer in writing within seven (7) calendar days of the discussion
- STEP 2: Written to Chief of Police. If this grievance is not settled in Step 1, the grievant may, within seven (7) calendar days following receipt of the Deputy Chief's answer, file a written grievance setting forth the nature of the grievance and the contract provisions involved. The grievant, Chapter Representative, and the Chief of Police will discuss the grievance at a mutually agreeable time within seven (7) calendar days of his/her receipt of the grievance. The Chief may have present other persons who he/she determines appropriate. If no agreement is reached in such discussion, the Chief will give his/her answer in writing within seven (7) calendar days of the discussion.
- STEP 3: Written Appeal to Mayor. If the answer of the Chief is not acceptable, the grievant may, within (7) calendar days, request a hearing by the Mayor or his/her designee with the Chapter representative and grievant present. The Mayor or his/her designee can have present other persons whom he/she deems appropriate. If no agreement is reached at Step 2, the Mayor or his/her designee shall give his/her answer in writing within seven (7) calendar days.

Section 6.3. Arbitration. If the grievance is not settled in Step 3, the Chapter may refer the grievance to arbitration within fourteen (14) calendar days of receipt of the Mayor's or his/her designee's written answer.

- (a) In the event that the parties are unable to agree upon an arbitrator, the party requesting arbitration shall request the Federal Mediation and Conciliation Service (Illinois only) to submit a panel of five (5) arbitrators who are all 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 alternately strike names from the panel. The party requesting arbitration shall strike first. The remaining person 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 Union and Village representatives.

- (c) The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union 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 briefs by the parties, whichever is later.
- (e) More than one grievance may be submitted to the same arbitrator if 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 Union, provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 6.4. 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. Any decision or award of the Arbitrator rendered within the limitations of this Section 6.4 shall be final and binding upon the Village, the Union and the employees covered by this Agreement.

Section 6.5. Time Limit for Filing. If a grievance is not presented by the employee or the Union within the time limits set forth above, it shall be considered waived and may not be further pursued by the employee or the Union. If a grievance is not appealed to the next step within the specified time or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the VILLAGE does not answer a grievance or an appeal thereof within the specified time limits at Steps 1 or 2, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

ARTICLE VII – NO STRIKE – NO LOCKOUT

Section 7.1. No Strike. Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit down, concerted refusal to perform overtime, mass absenteeism, or any other intentional interruption or disruption of the operations of the VILLAGE, during the life of this Agreement. Any and all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village.

Section 7.2. No Lockout. The Village will not lock out any employees during the term of this Agreement as a result of an actual or anticipated labor dispute with the Union.

Section 7.3. Penalty. The failure to confer a penalty in any instance is not a waiver of such right in any other instance, nor is it a precedent.

Section 7.4. Judicial Restraint. Nothing contained herein shall preclude the Village or the Union from seeking judicial restraint and damages in the event the other party violates this Article.

ARTICLE VIII – HOLIDAYS

Section 8.1. Holidays and Floating Holidays.

Each employee shall receive the following thirteen (13) days off per year with pay for each of the following holidays, regardless of whether the employee works the holiday:

New Year's Day
Martin Luther King's
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

Section 8.2. Holiday Pay and Work Requirements. Employees who work on a holiday shall receive straight-time pay for the period worked and 4 additional hours of paid time off.

Effective upon ratification of this agreement employees, at their discretion, will be allowed to receive compensation at their regular hourly rate of pay for the 12 hours of paid time off on a worked holiday for up to three (3) of the holidays occurring up to 4-30-13. Effective May 1, 2014, employees will be allowed to receive compensation at their regular hourly rate of pay for the 12 hours of paid time off on a worked holiday for up to four (4) holidays worked per year.

Employees must make the election to receive payment in lieu of Compensatory Time in conjunction with the first payroll period following the holiday.

Section 8.3. Holiday – Vacation Days. An officer may not take a Holiday Vacation day unless minimum manpower requirements are met for the requested Holiday Vacation time, or unless approved by the Chief of Police or his designee.

Holiday Vacation days must be taken in at least full-day increments.

The thirteen (13) named holidays listed in Section 8.1 are earned on the date the holiday occurs. The thirteen (13) listed named holidays listed in Section 9.1 (New Year's

Day, etc.) are earned on the date the holiday occurs, but may be used anytime during the calendar year prior to being earned.

ARTICLE IX – LAYOFF AND RECALL

Section 9.1. Notice of Layoff; Other Employees. When there is an impending layoff with respect to any officers in the bargaining unit, except in an emergency at which time the Employer shall notify the Union as soon as possible, the Employer shall inform the Chapter in writing no later than forty five (45) calendar days prior to such layoff. The Employer will provide the Union with the names of all officers to be laid off first; then officers with the least amount of seniority in the Police Department shall be laid off first. All officers shall receive notice in writing of the layoff at least forty five (45) calendar days in advance of the effective date of such layoffs. The Village agrees to consult with the Chapter upon request and afford the Chapter an opportunity to propose alternatives to the layoff.

The Employer will first lay off temporary, seasonal, provisional and part-time employees before bargaining unit members are laid off.

Section 9.2. Recall. Any officer who has been laid off shall be placed on the appropriate reinstatement list for three (3) years and shall be recalled on the basis of seniority in the Police Department, as provided in this agreement prior to any new officers being hired.

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 Chief of his/her intention to return to work within three (3) 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 Chief of Police or his/her designee with his/her latest mailing address. If an employee failed to timely respond to a recall notice, his/her name shall be placed at the bottom of the recall list for the first failure and shall be eliminated for any subsequent failure to respond.

ARTICLE X – VACATIONS

Section 10.1. Accrual. Full-time employees shall be allowed vacation credits from their start date of employment with the Village, regardless of position, according to the following schedule:

Years of Service	Vacation Time Each Year
Less than one year of service	None
After one year of service through seven	13 working days
Eight years through fourteen	18 working days
Fifteen years through nineteen	23 working days
Twenty years or more	28 working days

Vacations must be taken in the year following the year accrued, and any excess accrued time may not be carried over into the following year.

Section 10.2. Vacation Periods. Employees are required to file a request for vacation leave with their Department Head or designee. The time of each vacation shall be determined by the needs of the Department through the Department Head of designee.

Section 10.3. Carry-Over. Vacation credits earned in one (1) twelve-month period of time shall be fully used during the succeeding twelve (12) months or to the end of the calendar year. Carry-over will only be approved in unusual circumstances by the Village Administrator and Department Head. This approval is to be documented and filed in the employee's personnel records. Except in instances specifically approved by the Department Head, the chaining of the use of vacation credits with previously earned vacation credits shall not be permitted. In effect, an employee cannot run together two (2) consecutive years of vacation credits without the approval of the Village Administrative and Department Head.

Section 10.4. Holidays and Sick Leave. In the event that a holiday occurs during an employee's vacation period, time for such holiday shall not be charged against that employee's vacation credit. If an employee becomes ill during a vacation period, such days may not be designated as sick leave days, thereby carrying over the vacation time to another period, unless specifically approved by the Department Head.

Section 10.5. Separation. A full-time employee who is departing from village service shall be paid for any accrued, unused [time] (vacation, sick, compensatory time) upon separation.

Section 10.6. Scheduling. Officers shall pick vacation based on rank first and then seniority, if two or more officers pick the same vacation time, the officer with the most rank/seniority shall receive his/her pick. The vacation schedule of one-half of the affected officer's vacation eligibility shall be chosen by March 1st and posted by April 1st.

Vacation pick shall be done by seniority in rank and then seniority by the affected employee's full time start date with the Village of Olympia Fields, regardless of Department.

ARTICLE XI – SICK LEAVE

Section 11.1. Purpose. Sick Leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interests or health of the employee or fellow employees to work while sick.

Section 11.2. Days Earned.

- (a) Employees shall be granted ten (10) paid sick days per year.
- (b) Employees will be allowed to bank up to thirty (30) unused sick days.

- (c) At the end of each calendar year, Employees shall have the option of being paid out for some or all unused sick days. Payment shall be made in conjunction with the Employee's first paycheck in January.
- (d) Paid sick leave can be used for injury or illness of the Employee or illness in the immediate family. "Immediate Family" is defined to include spouse and children.

Section 11.3. Reporting of Sick Leave. Any employee absence from work chargeable against sick leave shall be reported immediately to his/her immediate supervisor as soon as possible, but no later than one (1) hour before the start of the shift. When absences due to illness are in excess of three (3) consecutive days, such absence may be required to be supported by a doctor's certificate at the discretion of the Chief of Police. An employee who is absent due to a severe accident or to surgery must supply a signed doctor's release before he/she can return to work.

ARTICLE XII – ADDITIONAL LEAVES OF ABSENCE

Section 12.1. Unpaid Discretionary Leaves. The Village may grant an unpaid leave of absence under this Article to any bargaining unit employee when the Village determines there is good and sufficient reason.

Section 12.2. Application for Leave. Any request for a leave of absence shall be submitted in writing by the employee to the Chief of Police or his/her designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by his/her immediate supervisor and shall be in writing.

Section 12.3. Military Leave. Military leave shall be granted in accordance with applicable law.

Section 12.4. Benefits While on Leave.

- (a) Unless otherwise stated in this Article or otherwise required by law, length of service shall not accrue for an employee who is on an approved non pay leave status. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status. Unless otherwise stated in this Article, an employee returning from leave will have his/her seniority continued after the period of leave. Upon return, the Village will place the employee in his/her previous job if the job is vacant; if not vacant, the employee will be placed in the first available opening in his/her classification or in a lower rated classification according to the employee's seniority, where skill and ability to perform the work without additional training is equal.
- (b) If, upon the expiration of a leave of absence, there is not work available for the employee or if the employee could have been laid off according to his/her

seniority except for his/her leave, he/she shall go directly on layoff.

- (c) During the approval leave of absence or layoff under this Agreement, the employee shall be entitled to coverage under applicable group and life insurance plans to the extent provided in such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the Village.

Section 12.5. 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.

Section 12.6. Jury Duty. An employee who is selected to serve on a jury shall be granted time off to serve on said jury with full pay for the period of time for which the employee is required to report or serve. The employee shall remit any compensation that the employee receives for jury services to the Village, or the Village may subtract such amounts from the employee's regular wages.

Section 12.7. Funeral Leave. Funeral leave shall include a maximum of three (3) consecutive calendar days regardless of the relationship to scheduled work days. A full time employee may be granted up to three (3) working days, if applicable, for leave with pay in the event of the death of a spouse, child, mother, mother-in-law, father, father-in-law, sister, brother, or grandparents. If any portion of the approved leave falls on a day the employee is not scheduled to work, the employee will receive compensation only for those days normally worked. Upon request by the Department Head or designee, an employee must provide proof of the death and attendance at the funeral. In the case of a death of an immediate family member, a three (3) day continuous leave is permitted.

Section 12.8. Leaves of Absence.

- (a) In the event an employee is unable to work by reason of off-duty illness or injury or pregnancy, the Village may grant a leave of absence without pay for up to one (1) year during which time seniority shall not accrue for so long as the employee is unable to work.
- (b) To qualify for such leave, the employee must report the illness, injury or inability to work because of pregnancy as soon as the illness, injury or pregnancy is known, and thereafter furnish the Chief of Police or his/her designee a physician's written statement showing the nature of the illness, injury or state of pregnancy and the estimated length of time that the employee will be unable to work, together with a written application for such leave. Thereafter, during such leave, the employee shall furnish a current report from the attending doctor(s) at reasonable intervals as required by the Village.
- (c) Before returning from leave of absence for injury, illness or pregnancy, or during such leave, the employee, at the discretion of the Village, may be required to have a physical examination by a doctor designated by the Village

to determine the employee's capability to perform work assigned. A leave of absence for illness, non-job-related injury or pregnancy will, under no circumstance, be granted until an employee's entire accrued sick leave is first exhausted.

- (d) With the approval of the Chief of Police, if the employee is medically able to perform such light duty, and if light duty is available, an employee who is injured or becomes sick on or off duty, and cannot perform normal duties may be granted police-related light duties. There shall be no loss of normal benefits while an employee is on light duty. If the Village requires an independent medical examination to determine fitness for light duty assignment, the Village shall be responsible for the costs of the examination.

Section 12.9. Benefits While on Leave.

- (a) Unless otherwise stated in this Article or otherwise required by law, length of service shall not accrue for an employee who is on an approved non pay leave status. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status. Unless otherwise stated in this Article, an employee returning from leave will have his/her seniority continued after the period of leave. Upon return, the Village will place the employee in his/her previous job if the job is vacant; if not vacant, the employee will be placed in the first available opening in his/her classification or in a lower rated classification according to the employee's seniority, where skill and ability to perform the work without additional training is equal.
- (b) If, upon the expiration of a leave of absence, there is not work available for the employee or if the employee could have been laid off according to his/her seniority except for his/her leave, he/she shall go directly on layoff.
- (c) During the approval leave of absence or layoff under this Agreement, the employee shall be entitled to coverage under applicable group and life insurance plans to the extent provided in such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the Village.

ARTICLE XIII – UNIFORM ALLOWANCE

Section 13.1. Uniform Allowance. The annual uniform allowance shall be \$650.00.

Employees are required to maintain their uniforms in a professional fashion at all times. Employees shall not be required to have new uniforms until fifteen days after receipt of their allowances.

ARTICLE XIV – WAGES; OFFICER IN CHARGE COMPENSATION

Section 14.1. Wages; Officer in Charge Compensation.

- (a) Employees shall be compensated according to the Wage Schedule Salary attached as APPENDIX A, wages and step adjustments shall be retroactive to May 1, 2017. Retroactive pay shall be calculated using hourly rates calculated in accordance with Article V of this Agreement. The VILLAGE shall issue retroactive pay within (60) days of the effective date of this Agreement.
- (b) Effective 1-1-18, a patrol officer who serves as an officer in charge shall receive one (1) hour at his overtime rate for each shift served as officer in charge.

The Chief reserves the right to designate the officer in charge for each shift. No senior officer will be removed from an officer in charge assignment until the Chief has provided that officer with thirty (30) days' prior notice that such action is being considered and the officer is given an opportunity to remedy any deficiencies. The decision of the Chief is final.

ARTICLE XV – TUITION REFUND PROGRAM

Section 15.1. Tuition Refund Program. Employees are entitled to participate in the Village's existing Tuition Reimbursement Program as such Program may change from time to time on a Village-wide basis.

ARTICLE XVI – INSURANCE

Section 16.1. Coverage. The Village shall make health, hospitalization, and prescription drug, insurance available to employees and their dependents to the same extent it makes insurance available to its non-bargaining unit employees. The Village retains the right to elect a different insurance carrier to provide coverage through "HMO" systems, "PPO" or to self insure.

Section 16.2. Cost. Employees choosing to take the Village's health insurance shall pay 20% of premium costs.

Section 16.3. Cost Containment. The Village reserves the right to institute cost containment measures relative to insurance coverage.

Section 16.4. Life Insurance. The Village shall provide life insurance coverage in the amount of twenty-five thousand dollars (\$25,000.00) for each employee covered by this Agreement for the life of this Agreement.

Section 16.5. Health Insurance Opt-Out. The Village will permit employees who are enrolled in the Village's health insurance plan to opt-out of the Village plan during open enrollment

or as a result of a life change provided such employees provide proof of other health insurance at the time of opt-out. During each full calendar month during which an employee is not covered by the Village plan, the Village will pay such employee TWO HUNDRED & 00/100 (\$200.00) DOLLARS per month. Any employee who opts out of the Village's insurance plan may apply to re-enroll at the next open enrollment or as a result of a life change in accordance with the terms of the Village's health insurance plan.

ARTICLE XVII – MISCELLANEOUS PROVISIONS

Section 17.1. Bulletin Board. The Village will make available space on a Police Department bulletin board for the posting of official Union notices of a non-political, non-inflammatory nature. The Union will limit the posting of Union notices to such bulletin board.

Section 17.2. Visit by a Union Representative. The Village agrees that one (1) accredited representative of the Union, whether Local Union representative, council representative, or International representative, shall have reasonable access to the Police Department. The outside representative shall call the Chief of Police or his/her designee before his/her arrival and obtain prior approval from the department head before entering upon the premises of the department. The representative shall not, in any way, disturb employees who are working.

Section 17.3. Longevity Pay. All officers are entitled to longevity pay based on years of service as follows:

8 years through 14 years	\$1,000.00
15 years through 19 years	\$2,000.00
20 years and thereafter	\$3,000.00

Longevity pay shall count toward all qualifying employees' annual base salaries for determining employees' hourly wage rates for overtime pay purposes, in accordance with Article V of this Agreement. Officers shall qualify for longevity pay on their anniversary dates.

Section 17.4. Secondary Employment. Secondary employment will not be permitted under the following circumstances:

1. Where secondary employment would involve the employee's appearance in Village uniform (unless the Village has signed a contract for police coverage), involve use of Village equipment, or in any manner be considered as a conflict of interest with the employee's municipal position.
2. Where it appears that secondary employment has an adverse effect on the employee's sick leave record.
3. Where secondary employment impairs the employee's ability to discharge the duties and responsibilities of his/her village job.

4. Where the secondary employer refuses to sign an indemnification agreement with the Village.
5. No police officer of the Village may serve as a sworn law enforcement officer of another department or agency as secondary employment.

Employees who engage in secondary employment shall do so only with the understanding and acceptance that their primary duty, obligation and responsibility is to the Village of Olympia Fields. All Village employees are subject to call at any time for emergencies, special assignment, or overtime duty, and no secondary employment may infringe upon this obligation.

Section 17.5. Non Discrimination. The employer shall not discriminate against officers based on union affiliation or union participation. Employees shall not be transferred, assigned, or reassigned for reasons prohibited by this Section, nor for reasons unrelated to skill, ability, or the objective needs of the Department. Where two or more officers have equal skill and ability, seniority shall control.

Section 17.6. Auxiliary and Part-Time Police. The Union and the Village agree that part-time police officers can be utilized to aid the police Department, in accordance with the following guidelines:

1. Part-time officers will not count toward the minimum staffing requirements.
2. Part-time officers will not be used to replace full-time officers for details, special assignments, sick time and callouts.
3. When details, callouts and special assignments cannot be filled, a full-time officer will be mandated in for the overtime.
4. Full-time officers will have first pick of any area of assignment, work detail or special assignment. If all full-time officers decline the opportunity to work the details, the part-time officer will be assigned by the watch commander.
5. Part-time officers will not be eligible to attain any rank within the Police Department. Ranking positions will be for full-time officers only.
6. No part time officer may work if a full time officer is laid off.
7. Section 17-19 of the Village Code is attached hereto as "Appendix C," and is made a part hereof.

Section 17.7. Personnel Files. The Employer's non-confidential personnel and disciplinary history files relating to any officer shall be open and available for inspection by the affected officer during regular business hours with seven (7) days' notice.

ARTICLE XVIII – IMPASSE RESOLUTION

Section 18.1. Impasse Resolution. Upon the expiration of this Agreement, the remedies for the resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended (5 ILCS 315 et seq.).

ARTICLE XIX – SAVINGS CLAUSE

Section 19.1. Savings Clause. In the event any article, section, or portion of this Agreement shall be held invalid and unenforceable by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific Article, section, or portion thereof specifically specified in the board, agency, or court decision; and upon issuance of such decision, the Village and the Union agree to immediately begin negotiations on a substitute for the invalidated article, section, or portion thereof. If any provision of this Agreement or its application is held contrary to law, the remainder of this Agreement shall not be affected thereby. If the parties are unable to reach agreement, the impasse procedures of the Illinois Public Labor Relations Act shall be used.

ARTICLE XX – MAINTENANCE OF BENEFITS

Section 20.1. Maintenance of Benefits. All direct and substantial economic benefits enjoyed by the employees at the present time, which were not included in this Agreement, shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by mutual consent.

ARTICLE XXI – ENTIRE AGREEMENT

Section 21.1. Entire Agreement. This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between the parties for its term, except for those items addressed in the side letter of agreement executed simultaneously here with.

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 or ordinance 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 XXII – TERMINATION

Section 22.1. Termination. This agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2020. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin as soon as practical under the circumstances.

Executed this 14th day of November, 2017.

VILLAGE OF OLYMPIA FIELDS

Steve M. Burke
MAYOR

ATTEST:

[Signature]
VILLAGE CLERK

ATTEST:

Its _____

METROPOLITAN ALLIANCE OF POLICE OLYMPIA FIELDS POLICE CHAPTER #678

Keith George, President

[Signature]

Michael MAYDEN

**APPENDIX A
WAGE SCALE**

	2016-2017	2017-2018 2.25%	2018-2019 2%	2019-2020 2%
Start	\$ 57,729.41	\$ 59,028.32	\$ 60,208.88	\$ 61,413.05
1 Yr	\$ 62,911.82	\$ 64,327.33	\$ 65,613.87	\$ 66,926.16
2 Yr	\$ 67,327.07	\$ 68,841.92	\$ 70,218.75	\$ 71,623.12
3 Yr	\$ 71,788.68	\$ 73,403.92	\$ 74,871.99	\$ 76,369.42
4 Yr	\$ 76,238.15	\$ 77,953.50	\$ 79,512.57	\$ 81,102.82
5 Yr	\$ 80,710.80	\$ 82,526.79	\$ 84,177.32	\$ 85,860.86
8 Yr	\$ 81,892.98	\$ 83,735.57	\$ 85,410.28	\$ 87,118.48
15 Yr	\$ 83,076.27	\$ 84,945.48	\$ 86,632.38	\$ 88,365.02
20 Yr	\$ 84,257.35	\$ 86,153.14	\$ 87,876.20	\$ 89,633.72

In addition Detectives, Canine Officers and Corporals shall receive an additional stipend of \$2000.00 which shall be incorporated into the affected officer(s)/corporate(s) regular hourly rate of pay, only one (1) such stipend shall apply to each qualified even if they qualify for another position listed above.

APPENDIX B

CALL OUT PROCEDURE

The Overtime/Callout procedures are as follows:

1. When covering overtime using this book only complete shifts are eligible (8 hours).
2. The list is all officers, corporals, sergeants in order of Rank seniority.
3. The book uses a running hour total.
4. When covering a shift, the lowest number of hours, most senior person gets offered first. This is followed until the shift is covered. Turn downs as listed on the page are for:
 - (a) A = Already working (no change in total hours).
 - (b) S = Sick day (no change in hours).
 - (c) V = Vacation day (no change in hours).
 - (d) T = Turned down (add 8 hours to total).
 - (e) W = Will work (add 8 hours to total).

If you are on any benefit time before or after your days off, you are eligible to work your days off but will not be charged a turndown if you choose not to work.

As always, you can work the day of your benefit time but not the shift you are taking the time off from.

APENDIX C

SECTION 17-19 OF THE VILLAGE CODE

Sec. 17-19. - Part-time police officers.

(a) *Appointment of part-time police officers.*

- (1) The village administrator may, with the advice and consent of the public safety committee, appoint part-time police officers in such number as is deemed necessary to provide fully adequate police services at all times to all areas of the village. Prior to appointment, all proposed part-time police officers shall be subject to a background check which shall include being fingerprinted and their fingerprints checked with the Federal Bureau of Identification, Washington, D.C. and the Illinois State Police, Bureau of Identification, for any possible criminal record. No person shall be appointed as a part-time police officer if he/she has been convicted of a felony or other crime involving moral turpitude. The appointment of any or all part-time police officers may be terminated by the village administrator.
- (2) Part-time police officers shall be members of the village's police department, except for pension purposes.
- (3) Part-time police officers shall not be assigned under any circumstances to supervise or direct full-time police officers and shall not be used as permanent replacements for permanent full-time police officers.
- (4) A person hired as a part-time police officer must obtain from the Illinois Enforcement Training Standards Board ("board"), a certificate:
 - a. Attesting to his/her successful completion of the part-time police training course;
 - b. Attesting to his/her satisfactory completion of a training program of similar content and number of hours that has been found acceptable by the board under the provisions of the Illinois Police Training Act; or
 - c. Attesting to the board's determination that the part-time police training course is unnecessary because of the person's extensive prior law enforcement experience.
 - d. A person hired on or after the effective date of this section, must obtain this certificate within eighteen (18) months after the initial date of hire as a probationary part-time police officer. The probationary part-time police officer must be enrolled and accepted into a board-approved course within six (6) months after active employment by the village. The village may seek a waiver from the board extending the period of compliance only for good and justifiable reasons as determined by the board. The probationary part-time police officer may not practice as a part-time police officer during this waiver period. If training is required and not completed within the applicable time period, as extended by any waiver that may be granted by the board, then the probationary part-time police officer must forfeit his/her position.

(b) *Hiring standards.*

- (1) *Education and experience.* Any person appointed as a part-time police officer in the village must possess a diploma from an accredited high school or a GED.
- (2) *Minimum age.* Any person appointed as a part-time police officer in the village must be twenty-one (21) years of age or older at the time of application.
- (3) *Other requirements.* Any person appointed as a part-time police officer in the village must:
 - a. Possess a valid driver's license;
 - b. Be a United States citizen;
 - c. Persons who have served in the U.S. Military must have been honorably discharged;

- d. Have no felony convictions or disqualifying criminal histories;
- e. Have 20/100 binocular vision without glasses, correctable to 20/20 with glasses and shall not be color blind;
- f. Be able to pass a background investigation and any other examinations, including a psychological and/or physical examination, including drug screening, the village may require; and
- g. Possess state certification as a police officer or successfully obtain from the Illinois Enforcement Training Standards Board a waiver of such certification due to his/her successful completion of the part-time police officer training course or his/her satisfactory completion of a training program of similar content and number of hours that has been found acceptable by the board under the provisions of the Illinois Police Training Act.

(c) *Powers and duties.*

- (1) Part-time police officers are sworn, part-time officers of the Village of Olympia Fields Police Department. Part-time police officers shall perform those duties as prescribed in the written directives of the police department and in compliance with supervisory direction. Part-time police officers are responsible for performing various duties related to the protection of life and property, enforcement of criminal and traffic laws, rendering services, crime prevention, preservation of the public peace and the apprehension of violators of the law. It shall be the duty of each part-time police officer to conduct him/herself in a proper and law-abiding manner, and to avoid the use of unnecessary force.
- (2) Part-time police officers shall at all times during the performance of their duties, be subject to the direction and control of the police chief and the command personnel.
- (3) Part-time police officers duties shall include but not be limited to the following, when properly assigned and on duty:
 - a. To aid or direct traffic in the village.
 - b. To aid in the control of natural or manmade disasters.
 - c. To aid in case of civil disorder.
 - d. To perform normal and regular police duties when assigned by the police chief on occasions when impracticable for members of the regular police department to perform normal and regular police duties.
 - e. To arrest or cause to be arrested, all persons who break the peace, or are found violating any village ordinance or any criminal law of the state.
 - f. To commit arrested persons for examination.
 - g. If necessary, to detain arrested persons in custody overnight or Sunday in the village's designated detention area, or until they can be brought before the proper judge.
 - h. To exercise all other powers as conservators of the peace that the corporate authorities may prescribe.
 - i. To serve and execute all warrants for the violation of village ordinances, or the state criminal laws, within the corporate limits of the village, and for this purpose to have all common law and statutory power of sheriffs.

(d) *Discipline.*

- (1) Part-time officers shall be under the disciplinary jurisdiction of the police chief.
- (2) Part-time police officers shall serve at the discretion of the village president and board of trustees.

- (3) Part-time police officers shall not have any property rights to said employment with the village and may be removed by the village president, with the advice and consent of the board of trustees.
- (4) Part-time police officers shall comply with all applicable rules and general orders issued by the Village of Olympia Fields Police Department.
- (e) *Training requirements.* Part-time police officers shall be trained under the Intergovernmental Enforcement Officer's In-Service Training Act in accordance with the procedures for part-time police officers established by the Illinois Law Enforcement Training Standards Board. Part-time police officers shall, prior to entering upon any of their duties, receive such course of training as required by the Village of Olympia Fields Police Department's Field Training Program.
- (f) *Compensation, hours worked and benefits.*
 - (1) *Compensation/hours.* Part-time police officers shall be paid an hourly wage for each hour of service performed for the police department. Part-time police officers shall not work more than 1,560 hours within a one-year period.
 - (2) *Benefits.* Part-time police officers are not entitled to benefits such as health insurance, vacation, sick days, paid leave or similar benefits which are afforded to full-time employees.
 - (3) *Worker's compensation.* Part-time police officers shall be considered employees of the village, and as such shall be covered by the provisions of the Illinois Worker's Compensation Statute.

(Ord. No. 2012-22, § 1, 1-14-13)