

**LABOR AGREEMENT**  
**BETWEEN**  
**THE VILLAGE OF BRADLEY, ILLINOIS**  
**and**  
**THE ILLINOIS FRATERNAL ORDER OF POLICE**  
**LABOR COUNCIL**  
**ON BEHALF OF AND WITH**  
**BRADLEY F.O.P. LODGE #196**  
**(POLICE OFFICERS AND TELECOMMUNICATORS)**

**MAY 1, 2016 TO APRIL 30, 2020**

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## **PREAMBLE/RECOGNITION**

This Agreement is entered into by and between the Village of Bradley, Illinois, an Illinois municipal corporation (hereinafter referred to as "EMPLOYER") and the Illinois Fraternal Order of Police Labor Council on behalf of and with the Bradley Fraternal Order of Police, Lodge No. 196 (hereinafter referred to as the "LABOR COUNCIL").

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the EMPLOYER and the LABOR COUNCIL representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the EMPLOYER and the LABOR COUNCIL to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employee wages, hours, and working conditions.

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

The EMPLOYER hereby recognizes the LABOR COUNCIL as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters relating to wages, hours, and all other terms and conditions of employment of all employees in the bargaining unit. The bargaining unit shall include: all full-time sworn police officers of the rank of Sergeant and below and all full time dispatchers.

Positions EXCLUDED from the above-described bargaining unit shall include: Lieutenants and above and all part-time and civilian employees and any others excluded by the Illinois Public Labor Relations Act, 1984; P.A. 83-1012; 5 ILCS 315/1 as hereinafter amended.

## **ARTICLE 1** **STRIKES AND LOCKOUTS**

The LABOR COUNCIL agrees that it will not call, have or participate in any strike or lockout for any reason at any time, so that the health, safety, comfort and general well-being of the citizens of the Village of Bradley shall be protected and it is mutually agreed by both parties that all disputes under this Agreement will be settled under ARTICLE 4 of this Agreement.

## **ARTICLE 2** **DUES DEDUCTION/FAIR SHARE**

### **Section 1 - Dues Deduction**

Upon receipt of proper written authorization from an employee, the

EMPLOYEE shall deduct, each month, Labor Council dues in the amount certified by the LABOR COUNCIL from the pay of all employees covered by this Agreement, who, in writing, authorize such deductions. Such money shall be submitted to the LABOR COUNCIL at the address designated by the LABOR COUNCIL together with an itemized statement on or before the fifteenth (15th) day of the month immediately following the month in which the amount was withheld.

The LABOR COUNCIL hereby indemnifies and agrees to hold the EMPLOYER harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of, any action taken by the EMPLOYER for the purpose of complying with the provisions of this Article.

## **Section 2 - Fair Share**

Any employee who is not a member of the LABOR COUNCIL shall, as a condition of employment, be required to pay a fair share of the cost of the collective bargaining process, contract administration in pursuing matters affecting wages, hours, and other terms and conditions of employment, but not to exceed the amount of dues uniformly required of members. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth (30th) day of their hire, also be required to pay a fair share as defined above.

The EMPLOYER shall, with respect to any employee in whose behalf the EMPLOYER has not received a written authorization as provided for above, deduct from the wages of the employee, the fair share financial obligation including any retroactive amount due and owing, and shall forward said amount to the LABOR COUNCIL no later than the fifteenth (15th) day of the month following the month in which the deduction is made, subject only to the following:

- (a) The LABOR COUNCIL has certified to the EMPLOYER that the affected employee has been delinquent in his obligations for at least thirty (30) days;
- (b) The LABOR COUNCIL has certified to the EMPLOYER that the affected employee has been notified in writing of the obligation and the requirement for each provision of this Article, and that the employee has been advised by the LABOR COUNCIL of his obligations pursuant to this Article and of the manner in which the LABOR COUNCIL has calculated the fair share fee; and
- (c) The LABOR COUNCIL has certified to the EMPLOYER that the affected employee has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator assigned by the employee and the LABOR COUNCIL for the purpose of determining and resolving any objections the employee may have to the fair share fee.

**ARTICLE 3**  
**AGENTS**

The LABOR COUNCIL will keep the EMPLOYER notified of the identity of its duly authorized representative for negotiation purposes. The EMPLOYER will keep the LABOR COUNCIL notified of the identity of its duly authorized representative for negotiating purposes.

**ARTICLE 4**  
**GRIEVANCE PROCEDURES**

Grievances shall be limited to alleged violations of express and specific provisions of this Agreement. A grievance, as that term is used in this Agreement, means a claim by an employee or employees, or the LABOR COUNCIL, that an express and specific term of this Agreement has been violated, or a question concerning the proper application or interpretation of an express and specific term of this Agreement.

In cases where the Chief of Police recommends to the Board the suspension or termination of an officer, the officer shall elect within three (3) days of receipt of notice of the disciplinary action to proceed through the grievance arbitration procedure or to the Fire and Police Commission. If the officer elects to challenge such recommendation through the grievance-arbitration procedure, then the Chief's recommendation shall become effective immediately and the officer shall abide by the recommended discipline and/or termination unless and until the disciplinary action is reversed through the grievance-arbitration process. It is the intent of this provision to allow the Chief of Police to impose suspensions of greater than five (5) calendar days and to terminate employees effective immediately when the employee elects to challenge the same through the grievance-arbitration process instead of appearing before the Board.

In the event an officer is suspended and/or recommended for discipline or termination by the Chief of Police, and the officer elects under the provisions of this Agreement to appeal the discipline and/or recommended discipline or termination through the grievance-arbitration procedure rather than appear before the Board of Police and Fire Commissioners (the "Board"), said election shall constitute a waiver of the right to any other avenue of appeal of the discipline and/or recommended discipline or termination, including the right to appear before the Board. Should an officer elect to appear before the Board, said election shall constitute a waiver of the right to any other avenue of appeal of the discipline and/or recommended discipline or termination, including the grievance-arbitration procedure.

Matters pertaining to hiring and promotion which are subject to the authority and jurisdiction of the Board of Fire and Police Commissioners shall not be subject to this grievance procedure.

With respect to dispatchers, discipline, including termination, shall be subject

to the grievance procedure. Neither the LABOR COUNCIL nor an employee shall use or attempt to use the grievance procedure as a means of changing, amending, modifying, supplementing or otherwise altering in any respect whatsoever this Agreement or any part hereof. Should a grievance arise, it shall be handled in the following manner:

**STEP 1:** A grievance shall be submitted in writing stating the grounds for the allegation of contract violation and shall be signed by the person or persons making said grievance (i.e. the aggrieved party or parties). Said writing shall be submitted to the Police Chief within ten (10) calendar days of the occurrence of the alleged violation of this Agreement. The grievance shall be submitted in person to the Chief of Police or his acting designate.

**STEP 2:** If no Agreement can be reached within ten (10) days of the presentation of the written grievance in Step 1, the grievance shall be submitted to the Village Board within ten (10) days of the expiration of said ten (10) day period.

**STEP 3:** When a grievance is submitted to the Village Board pursuant to Step 2 of this Grievance Procedure, the Board shall reply in writing within thirty (30) days. Waiver of the time limit must be by Agreement of all parties concerned. The grievance shall be submitted personally to the Village President or his secretary during regular office hours.

**STEP 4:** Referral for arbitration shall only be effective if in writing to the Federal Mediation and Conciliation Service and shall be effective as of the date of mailing. In addition, a copy thereof must be mailed on the same date to the Village. No claim of referral for arbitration shall be made unless this procedure is followed. Arbitration will be performed as follows:

(a) EMPLOYER and LABOR COUNCIL shall each strike names from a list from the Federal Mediation and Conciliation Service determining the first to strike a name by coin toss and then alternatively striking names until one (1) name is left, which person shall be the arbitrator.

(b) The Arbitrator shall review the grievance and the information and decisions rendered at the various steps of the grievance procedure. The Arbitrator shall confer with the parties to the grievance as necessary and may hold a hearing at his option. The scope of the hearing shall be at the sole discretion of the Arbitrator. The hearing shall only be open to all parties in interest.

(c) The Arbitrator shall issue his decision not later than thirty (30) calendar days from the date of closing of any conference or hearing, if necessary or if no conference or hearing are required, then from the date the final grievance documents are submitted to him.

(d) The decision of the Arbitrator shall be in writing and shall set forth the finding of fact, reasoning and conclusions of the issues submitted.

(e) The decision of the Arbitrator shall be binding to the parties concerned in the grievance.

(f) The cost of the Arbitrator shall be borne equally by the LABOR COUNCIL and EMPLOYER.

(g) If the Arbitrator calls for meetings or hearings and these meetings cannot be held during the normal working hours of the grieved member(s), then no additional compensation or payment shall be made by the EMPLOYER to either the grieved employee(s), witness, or representative of the LABOR COUNCIL.

(h) The Arbitrator may interpret the Agreement but shall have no right to ignore, add to, take from, or modify any of the provisions of this Agreement.

Any grievance not appealed to the next succeeding step in writing within the time limit specified, will be considered withdrawn and not eligible for further steps in the grievance procedure.

Nothing in this Agreement prevents an employee from presenting a grievance to the EMPLOYER and having the grievance heard and settled without the intervention of the LABOR COUNCIL; provided that the LABOR COUNCIL, through its representative, is afforded the opportunity to be present at such conference and that any settlement made shall not be inconsistent with the terms of any Agreement in effect between the EMPLOYER and the LABOR COUNCIL.

The time within which any act provided in this Agreement is to be done shall be computed by excluding the first day and including the last, unless the last day is Saturday or Sunday or is a Holiday as defined or fixed in any statute now or hereafter enforced in this State, and then it shall also be excluded. If the day succeeding such Saturday, Sunday or Holiday is also a Holiday or a Saturday or Sunday, then such succeeding day shall also be excluded.

## **ARTICLE 5** **HOLIDAYS**

Telecommunicators and Special Class Officers shall receive eight (8) hours additional pay when their regularly schedule day off falls on the actual calendar date of a Holiday.

Special Class Officers shall take holidays on the day the holiday falls, unless, in the opinion of the Chief of Police, interruption in the schedule would be caused

thereby. Interruption shall be defined as removal of an employee from his/her assigned shift.

“Special Class Officer” is defined as any sworn officer not assigned to patrol (patrol officer or patrol sergeant).

Telecommunicators and Special Class Officers will be paid at two and one half (2 ½) times their hourly rate for all hours worked when their scheduled work day falls on the actual calendar date of a Holiday. When a Telecommunicator and Special Class Officer requests to be off on a holiday, and the request is granted, the day shall be paid as if it were a regularly scheduled day off under the terms of this article.

Officers assigned to patrol (Patrol Officers and Sergeants) shall receive eight hours of additional pay for each holiday listed in this agreement. Holiday pay is paid regardless of whether the employee works the holiday. Officers assigned to patrol (Patrol Officers and Sergeants) will be paid at one and one half (1½) times their hourly rate for all hours worked when their scheduled work day falls on the actual calendar date of a Holiday. Officers assigned to patrol shall not have the option to take time off in lieu of receiving holiday pay.

When employees are called in from the scheduled day off on the actual calendar date of a Holiday, the employee shall be paid at two (2) times the hourly rate for all hours worked in addition to eight (8) hours holiday pay.

The hours of a Holiday will be from 10:45 p.m. prior to the midnight beginning said Holiday until 10:45 p.m. of the evening of said Holiday. In order to be eligible for Holiday pay, the employee must work his scheduled day before the Holiday and his/her scheduled day after the Holiday.

Holidays for the purpose of this Article shall be: Martin Luther King's Birthday, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Years Day, Lincoln's Birthday, Easter Sunday, Memorial Day, and Peace Officers Memorial Day. The days these Holidays are observed, shall be the same as the day observed by the Federal Government. Effective May 1, 2018, Christmas Eve shall be a holiday, which shall be observed on the day before the observed Christmas holiday.

## **ARTICLE 6** **FUNERAL LEAVE**

Provided the employee attends the funeral, the EMPLOYER agrees to pay employees covered by this Agreement for absence on account of death of a family member according to the following: up to and including a maximum of ten (10) scheduled work days at straight time for the death of a spouse or child; up to and including a maximum of five (5) scheduled work days at straight time for the death of a parent, brother, sister, father-in-law, mother-in-law; up to and including a maximum of three (3) scheduled work days at straight time, for the death of grandparents,



grandchildren, brother-in-law, sister-in-law, or any relative residing with the employee or with whom the employee is residing. In the event the employee must travel beyond 500 miles or more for such leave, the Chief of Police or his designee may grant one (1) additional day for the mileage factor.

## **ARTICLE 7 HOURS OF WORK**

(a) The Bradley Police Department shall schedule the following shifts: 6:45 a. m. to 3: 00 p.m.; 2:45 p.m. to 11:00 p.m.; 10:45 p.m. to 7:00 a.m.; and any other shift deemed necessary by the Police Chief.

~~Until the implementation of~~ Under the 5-3, 5-2 schedule, as defined below, it is agreed that one (1) flex shift will remain under this Agreement to be used as needed at the discretion of the Police Chief. Forty-eight (48) hours notice will be given of a shift change to a "flex officer". Emergency situations will be the only cause for less than forty-eight (48) hours notice.

For scheduling purposes, the parties agree that the shift reporting at 6:45 a.m. is the successor to the shift which formerly reported at 7:00 a.m. The shift reporting at 2:45 p.m. is the successor to the shift which formerly reported at 3:00 p.m. The shift reporting at 10:45 p.m. is the successor to the shift which formerly reported at 11:00 p.m.

(b) ~~Upon the implementation of~~ Under the 5-3, 5-2 schedule, as defined below, this subsection applies only to non-sworn personnel. The work week for all employees under this Agreement shall consist of forty (40) hours in any one (1) calendar week. For all hours paid for and/or worked in excess of eight (8) hours in any one day or forty (40) hours in any one week, the employee shall be paid at one and one-half (1-1/2) times their prevailing hourly rate for each hour or part of an hour in excess of forty (40) hours per week or eight (8) hours per day. The hourly rate shall be calculated by dividing the employee's monthly rate by 173 provided however that in lieu of pay, compensable time may be taken. However, compensable time shall only accumulate to a maximum of ninety-six (96) hours per employee. An entire shift charged to compensable time shall be charged at eight (8) hours.

(c) This subsection shall apply to sworn officers ~~beginning with the implementation of~~ under the 5-3, 5-2 schedule as defined below. ~~The parties agree to implement the 5-3, 5-2 schedule as soon as practical.~~ The normal work cycle for the 5-3, 5-2 schedule shall be fifteen (15) days. The cycle shall consist of five (5) regularly scheduled work days, followed by three (3) regularly scheduled days off, followed by five (5) regularly scheduled work days, followed by two regularly scheduled days off (5-3, 5-2 schedule). Each shift shall consist of eight and one half hours (8.5). The shifts specified in paragraph a above will be extended for fifteen minutes. Current lunch/break practices shall remain in effect. Shifts worked under the 5-3, 5-2 schedule shall be subject to the seniority bidding procedures of this Agreement.

~~Upon initiation of~~ Under the 5-3, 5-2 schedule, Police Officers shall be paid at one and one-half (1 1/2) times their normal straight time hourly rate for all hours compensated in excess of eight and one half (8 1/2) hours per day or in excess of eight and one half (8 1/2) hours times the number of regularly scheduled shifts in the officer's normal fifteen (15) day work cycle. For purposes of overtime calculation, sick time shall not be considered hours compensated. The hourly rate shall be calculated by dividing the employee's monthly rate by 173 provided however that in lieu of overtime pay, compensable time may be taken. However, compensable time shall only accumulate to a maximum of ninety-six (96) hours per employee. An entire shift charged to compensable time shall be charged at eight and one half (8 1/2) hours.

The parties agree that under the 5-3, 5-2 schedule each employee subject to that schedule shall owe the employer two additional days per year. Such days shall be used as training days and shall be assigned as such by the Chief of Police with a minimum of seventy-two (72) hours notice.

Shift differential pay for employees is hereby established as follows. Employees covered herein who work the hours between 2:45 p.m. and 11:15 p.m. shall be paid \$0.55 per hour in addition to hourly rate for all time worked between 2:45 p.m. and 11:15 p.m. Employees covered herein who work the hours between 10:45 p.m. and 7:15 a.m. and 6:45 p.m. and 3:15 a.m. shall be paid \$0.70 per hour in addition to the hourly rate for all time worked during these shifts. Employees who receive shift differential when working their regular schedule will receive shift differential for all compensated, non-working time. Shift differential follows the employee at the scheduled shift rate with respect to overtime hours worked.

A special class officer (e.g. detective, school resource officer, traffic control officer, canine officer, drug enforcement officer, property officer) will be scheduled to work five (5) eight hour shifts per week, except that, by mutual consent of the Chief and the officer, they may work four (4) ten (10) hour shifts per week. Regularly scheduled days off shall be consecutive, except that split days off may be scheduled by mutual agreement.

Patrol officer and dispatcher shift overtime known forty-eight (48) hours in advance shall be offered to any patrol officer/dispatcher off on that day on a rotating seniority basis with patrol overtime filled by patrol officers and dispatch filled by dispatchers. When necessary, overtime may be mandated in 4.25 hour blocks to patrol officers and four (4) hour blocks to dispatchers working the shift prior and the shift following the available overtime shift so as to create continuous days of work.

Patrol Sergeant overtime known forty-eight (48) hour in advance shall be offered to Patrol Sergeants first, then specialty Sergeants, then Officers in

Charge, and Lieutenants.

(d) All police officer shifts shall be staffed at all times except that if for any reason a shift loses one or more police officers with less than five (5) hours remaining on said shift, the Chief of Police or the Shift Commander may fill the vacancies at their discretion. However, shift replacements are required when there are five (5) hours or more remaining on the shift. The police officer called into work shall remain on the shift throughout the duration. In the event that any shift is scheduled for four (4) or more officers, full staffing as required above shall consist of three (3) officers. Scheduling for Sergeants and Patrol Officers shall be done to equalize manpower to the extent possible. Where possible, day off rotations in each shift shall remain unchanged from one shift bid to another.

(e) All regularly scheduled School Resource Officers, when not required to work in this capacity, will be utilized by the Chief of Police as additional special class officers. Their work shifts will be subject to the same restrictions as apply to other special class officers.

(f) Accumulated compensable time may be bought back by the Village at the option of the employee. Any employee electing to receive a buy back of the accumulated compensable time will inform the Village of this decision during the month of November, along with the number of hours to be bought back. All buy backs of compensable time will be paid during the first pay period of December and will be paid at the employee's current rate of pay. Comp time hours are redeemable in twenty (20) hour blocks only.

Notwithstanding the above, a shift shall remain understaffed if the absent police officer has violated the provision of Article 12(b).

### **ARTICLE 8** **VACATIONS**

All employees under the jurisdiction of this Agreement shall, receive the following number of vacation days. Vacation shall be awarded on January 1 each year based on the number of days the employee is eligible for as of their anniversary date that year.

One (1) year of service	Five (5) workdays vacation annually with pay
Two (2) years of service	Ten (10) workdays vacation annually with pay
Six (6) years of service	Fifteen (15) workdays vacation annually with pay
Twelve (12) years of service	Twenty (20) workdays service vacation annually with pay
Eighteen (18) years of service	Twenty-Five (25) workdays vacation annually with pay

Twenty-five (25) years of service Thirty (30) workdays vacation annually with pay

No more than two (2) weeks' vacation can be used one day at a time.

No more than three (3) police officers, (1 per shift), and two (2) dispatchers (1 per shift) shall be on vacation at the same time, except at the discretion of the Police Chief and will be granted only when such vacations do not result in an overtime situation to fill the shifts vacated.

Employees who have accrued at least two (2) weeks' vacation (ten (10) workdays) may elect to receive cash compensation for accrued vacation time not to exceed one-half (1/2) of their total accrued amount, up to a maximum of two (2) weeks (ten (10) workdays), per year.

## **ARTICLE 9** **SENIORITY**

Seniority, only to police officers under this Agreement, shall be continuous in the police department. Seniority and continuous service shall be calculated from the day immediately following the date of full-time employment as a police officer. This shall apply to all police officers subject to this Agreement in the service of the Village on the date of this contract. Police officers who quit or are discharged shall forfeit their seniority and continuous service. Police officers laid off due to lack of work and who return to work when called shall retain seniority and continuous service. All layoffs shall be made in reverse order of seniority. The last police officer laid off shall be the first employee hired. No sergeant shall be laid off while a patrolman continues to work. In the event of a scheduled layoff, including a sergeant, the sergeant will be given the right to choose to revert to the rank of patrolman and resume his position on the seniority roster based on his/her years of service to the police department in that rank. Upon the event of reassignment to the rank of sergeant, the police officer will reenter that position with the amount of seniority as sergeant which was previously acquired by the police officer. Police officers granted a leave of absence without pay shall retain seniority at the time of leave of absence and shall accumulate seniority for a period of not more than one (1) year from the date on which said leave of absence commences. If a leave of absence is longer than one (1) year, seniority shall not accumulate after one (1) year. Seniority within rank shall prevail in order to insure a higher morale as well as fairer and more unbiased placement of personnel.

Seniority, only to police dispatchers under this Agreement, shall be continuous in the police department. Seniority and continuous service shall be calculated from the day immediately following the date of full-time employment as a dispatcher. This shall apply to all dispatchers in the service of the Village on the date of this contract. Dispatchers who quit or are discharged shall forfeit their seniority and continuous service. Dispatchers laid off due to lack of work and who return to work when called shall retain seniority and continuous service. All layoffs shall be made in the reverse order of seniority. The last dispatcher laid off shall be the first dispatcher hired.

As to police officers only, a leave of absence of up to sixty (60) days shall be granted for medical purposes. Beyond sixty (60) days a police officer must apply to the Police and Fire Commission for an extension up to and including two (2) years.

Employees who enter the armed services of the United States, or who are members of the National Guard or any of the Reserve Components of the Armed Forces of the United States, shall be entitled to all the rights and privileges conferred by any applicable federal or state laws, Acts, Executive Orders, resolution or regulation. The policies of the Village of Bradley shall also apply insofar as these do not lessen the rights and privileges enumerated above.

Shifts shall be staffed according to seniority preference. Beginning with the implementation of the 5-3, 5-2 schedule, new shift schedules shall go into effect with the initial implementation and thereafter on the beginning of the pay period closest to October 1, February 1, and June 1. Shifts available to be bid by seniority preference shall be posted thirty (30) days prior to the effective date and each employee shall submit his preference at least fifteen (15) days prior to the effective date. The number of such shifts shall correspond to the number of employees assigned to patrol except that there shall be two flex officers whose positions shall also be staffed by seniority preference except that the hours of their shifts shall be subject to the discretion of the Chief of Police. Flex officers shall work the 5-3, 5-2 schedule, or five eight hour shifts with consecutive days off, or four ten hour shifts with consecutive days off. The choice of shift shall be at the discretion of the Chief. While not working the 5-3, 5-2 schedule, dispatcher shifts shall be staffed according to seniority preference and re-bid at the same time as the patrol officers and sergeants shifts.

In the event of any new openings on any of the shifts, the police officer highest in seniority shall be given preference as to that opening and every other police officer shall have the same preference in descending order of seniority. In the event the Chief of Police requests a police officer to temporarily change shifts in order to train a new police officer on another shift, the training police officer, for purposes of training, shall transfer to the shift so designated by the Chief of Police. Under no circumstances shall any police officer be removed, either temporarily or permanently, from the shift to which the additional police officer has been assigned. The aforesaid shift transfer shall not exceed ninety (90) days. At the end of ninety (90) days, unless this period is terminated sooner by the Chief of Police, or any other lawful authority, the training police officer shall revert to his/her regularly assigned shift. Unless the training police officer otherwise volunteers, a police officer shall not be transferred from one shift to another more than once during the duration of this Agreement. In an emergency, a police officer can be transferred to another shift for a period of not more than five (5) days. A vacation is not classified as an emergency.

With respect to police officers only, and by mutual agreement between the Chief of Police (or designee) and the Union, an officer may be detached from his shift and/or regular days off for a special detail. The special detail may last up to a maximum of 5 consecutive working days at a time with a 4-time limit per year per officer with at least a 30 calendar day interval between details. Time limits may be

extended per mutual agreement between the Chief of Police (or designee) and the Union. Officers shall be provided at least a 5 working day notice of the detail commencement date, which may be waived, by the officer, or in extreme, bonafide emergency situations. The shift and/or days off temporarily vacated by the detailed officer will be filled per the current contract language on staffing of shifts.

With regard to dispatchers, shifts shall be staffed according to seniority preference. In the event of any new openings on any of the shifts, the dispatcher highest in seniority shall be given preference as to that opening and every other dispatcher shall have the same preference in descending order of seniority. In the event the Chief of Police requests a dispatcher to temporarily change shifts in order to train a new dispatcher on another shift, the training dispatcher, for purposes of training, shall transfer to the shift so designated by the Chief of Police. If circumstances require the Chief of Police to transfer a dispatcher temporarily to another shift, the Chief of Police may do so, however, he shall return the dispatcher to that dispatcher's regular shift of preference according to seniority as soon as practicable.

In the event of a decision to reduce the police force, part-time police officers will be laid off before full-time police officers.

In the event of a decision to reduce the number of dispatchers, any part-time dispatchers shall be laid off before full-time dispatchers.

#### **ARTICLE 10** **COURT APPEARANCES AND MINIMUM CALL IN TIME**

All employees required to be present at any Court, or any other legal proceeding, other than regular duty hours shall be paid at one and one-half (1-1/2) times their hourly rate with a minimum of two (2) hours time. Any time spent after this minimum will be computed at overtime rates (1½) times hourly rate. Payment for such time outside of regular duty hours shall be made in cash and not eligible to be received as compensatory time. In order to receive this compensation, the employee is required to appear in court in uniform, and may be required to be in uniform, if so determined by the Chief at other legal proceedings if the employee is a uniformed police officer or dispatcher, or in good dress clothes if a plain clothes police officer. After completing the assignment, the employee shall be considered off-duty and if called to work outside regular duty hours on the same day, it shall be considered a call in subject to the terms of this Article. Employees called back to work shall be required to be in uniform, unless the Chief determines otherwise.

All employees who are called in to work from their off-duty hours will receive two (2) hours minimum pay at one and one-half (1 1/2) times their base pay. Any time worked in excess of the minimum will be calculated at the overtime (1 1/2) rate.

#### **ARTICLE 11** **CLOTHING AND MAINTENANCE ALLOWANCES**

The EMPLOYER shall supply an annual clothing allowance of Eight Hundred and No/100 Dollars (\$800.00) for all police officers for each fiscal year, of which shall be paid May 15<sup>th</sup> ) of each fiscal year.

The EMPLOYER shall supply an annual clothing allowance of Eight Hundred and No/100 Dollars (\$800.00) for all dispatchers for each fiscal year, of which shall be paid on (May 15<sup>th</sup> of each fiscal year.

An initial issue for uniforms shall be made to employees at the inception of their employment by the Village. The employees receiving this initial issue of equipment will not receive a clothing allowance for one (1) year from the date of the initial issue. After the expiration of one (1) year from the initial issue, the employee will receive a partial monetary allotment prorated on the basis of time left until the next clothing allowance.

A list of items will be issued to a new police officer upon employment as his/her initial uniform allowance. Should said police officer terminate employment in less than one (1) year, said initial issue shall be returned to EMPLOYER. All articles so returned must be in good to new condition and if any articles are not in such condition, the police officer will become financially responsible for replacement of such articles. The items shall be determined and posted by the Chief of Police from time to time.

The initial issue for the police officer shall be the same as the then current official uniform and equipment as established from time to time by order of the Chief of Police. All police officers shall, at all times, have in good condition a complete set of the required official uniform and equipment as established by such order of the Chief of Police.

A list of items shall be issued to a new dispatcher upon employment as his/her initial uniform allowance. Should said dispatcher terminate employment in less than one (1) year, said initial issue shall be returned to EMPLOYER. All articles so returned shall be in good to new condition and if any articles are not in such condition, the dispatcher will become financially responsible for the replacement of such articles.

The initial issue for police dispatchers shall be the same as the then current official uniform and equipment as established from time to time for police dispatchers by order of the Chief of Police. All dispatchers shall, at all times, have, in good condition, a complete set of the required official uniform and equipment as established by such order of the Chief of Police.

In the event that the initial issue for police-officers or police dispatchers is changed, the EMPLOYER shall purchase the initial issue items in the required quantities for all police officers and all dispatchers to whom such change is applicable.

Each employee covered by the terms of this Agreement shall be entitled to receive, , Four Hundred and No/100 Dollars (\$400.00) annually, of which shall be paid on May 15<sup>th</sup> of each fiscal year, in clothing maintenance allowance.

Any item necessary to the employee's employment, except firearms, may be charged to the employee's clothing allowance. Any items of clothing or otherwise, damaged or destroyed in the line of duty, shall be replaced by the EMPLOYER at its own expense and shall not be charged to the employee's clothing allowance. All items shall be purchased at the discretion of the employee, with a purchase order.

## ARTICLE 12 SICK LEAVE

Sick benefits will be paid to employees under this Agreement based on a forty (40) hour work week as follows:

- (a) One (1) day per month annually;
- (b) In order to be eligible for a sick day, the employee shall contact the Chief of Police or the Shift Commander on duty at least one (1) hour prior to the shift from which he/she intends to be absent and inform the Chief of Police or the Shift Commander on duty of the reasons for the necessity of a sick day. Misuse of sick days shall cause the employee to be liable for suspension without pay in the discretion of the Chief of Police as provided by law;
- (c) Sick benefits will be paid at the employee's prevailing rate;
- (d) If an employee leaves the service of the EMPLOYER in good standing, the employee shall be paid for accumulated sick days based on the following schedule:

Less than Fifteen (15) years of service: Up to 90 days.  
Fifteen (15) years or more of service: Up to 120 days.

- (e) If a police officer under this Agreement suffers any injury in the line of duty, then that officer shall be compensated by the EMPLOYER according to the terms of the Public Employees Disability Act, 5 ILCS 345/1.01 et seq., as amended from time to time or under any law in substitution therefore.

If a Dispatcher under this Agreement suffers any injury in the line of duty, then that employee shall be compensated by the EMPLOYER according to the terms of the Workers' Compensation and Occupational Diseases Act, 820 ILCS 225/1. Jurisdiction of resolution of any dispute as to compensation under the above recited Act shall be solely in the Industrial Commission and shall not be such to grievance under this contract.



(f) If an employee does not utilize any sick days during a fixed four-month period (i.e., January through April, February through May, March through June, etc.) then the employee shall be entitled to one (1) days pay, paid at his/her base rate.

**ARTICLE 13**  
**HOSPITALIZATION AND LIFE INSURANCE**

(a) The EMPLOYER shall participate in a basic life and hospitalization/dental insurance program with benefits for all employees and their dependents. The coverage and benefits currently in effect shall remain substantially the same for the term of this Agreement. The cost of said program will be shared by the employees with the employee paying twenty percent (20%) for the term of this contract, with the EMPLOYER paying the balance of the cost of said program.

(b) Police officers hired prior to June 1, 2000, who retire after twenty (20) years of active service in good standing shall be eligible to receive continued insurance benefits as contained in (a) above upon the following terms:

(1) When the retired police officer is age fifty (50) or more with twenty (20) or more years of creditable service and eligible for a pension under the Police Pension Fund, 40 ILCS 5/3-101 et seq. (1992), the Village shall pay, on behalf of the police officer and his dependents as defined under the policy of insurance in effect, its share of the insurance cost as set out in (a) above and upon payment of the police officers share, the police officer shall be eligible for continued coverage as in (a) above.

(2) If a police officer shall retire from active service prior to the qualifications as set out in (b)(1) above, then said police officer and his dependents, as defined under the current insurance policy, shall be eligible for insurance benefits upon payment of the entire insurance premium attributable to that police officer and his dependents and the Village shall pay no part thereof until the police officers qualification under (b)(1) above.

(3) Dispatchers hired prior to June 1, 2000, who are at least fifty-five (55) years of age and retire after twenty (20) years of creditable service as defined by the Illinois Municipal Retirement Fund, 40 ILCS 7-139, shall be eligible to receive continued insurance benefits as contained in (a) above.

(4) When the employee or his spouse, otherwise eligible for benefits shall become eligible for Medicare benefits, then the Village shall provide supplemental medical insurance benefits only.

(5) Police officers and dispatchers hired on or after June 1, 2000 who retire meeting the respective requirements set above shall be eligible to

continue health insurance coverage as set out in (a) above only upon payment of the entire monthly premium for the coverage requested (i.e. former employees share plus the former employer share).

(6) That the LABOR COUNCIL shall be given thirty (30) days notice of an insurance change with the LABOR COUNCIL to be allowed to participate in the selection process and due consideration given to its opinions by the corporate officials in the making of their decision, it being understood that the corporate officials shall be the final authority in deciding the insurance company to be chosen.

(c) Should an employee covered by this contract die in the line of duty, his/her spouse and/or dependents (under the age of 21) shall continue to receive hospitalization/dental insurance benefits provided to all employees until the spouse remarries or the dependent children reach the age that they are no longer eligible for insurance coverage under the terms of the insurance provider.

(d) POST-EMPLOYMENT HEALTH PLAN. The Village shall continue to cooperate in the implementation of the Post Employment Health Plan as agreed to in a separate agreement contained in Appendix A.

(e) The Village will provide each employee with \$50,000 of term life insurance.

**ARTICLE 14**  
**WAGES**

(a) The pay schedule for all employees covered by this Agreement shall be based on the following rates of pay, depending on the employee's job classification or rank effective May 1, 2016 through April 30, 2020. Although the hourly rate is listed, the annual rate is calculated by multiplying the hourly rate by 2080 hours.

**CLASSIFICATION/RANK**

	<b>current</b>	<b>5/1/2016</b>	<b>5/1/2017</b>	<b>5/1/2018</b>	<b>5/1/2019</b>
<b><u>Patrol Officer</u></b>	<b>4/30/2016</b>	2.25%	2.25%	2.25%	2.25%
<b>Starting Pay</b>	\$23.07	\$23.59	\$24.12	\$24.66	\$25.22
<b>1 YEAR DOH</b>	\$26.95	\$27.56	\$28.18	\$28.81	\$29.46
<b>2 YEARS DOH</b>	\$30.99	\$31.69	\$32.40	\$33.13	\$33.87
<b>5 YEARS DOH</b>	\$32.24	\$32.97	\$33.71	\$34.47	\$35.24
<b>10 YEARS DOH</b>	\$33.27	\$34.02	\$34.78	\$35.57	\$36.37
<b>15 YEARS DOH</b>	\$33.85	\$34.61	\$35.39	\$36.19	\$37.00

<b>20 YEARS DOH</b>	\$34.24	\$35.01	\$35.80	\$36.60	\$37.43
<b>25 YEARS DOH</b>	\$34.63	\$35.41	\$36.21	\$37.02	\$37.85
<b><u>Sergeants</u></b>	\$39.27	\$40.15	\$41.06	\$41.98	\$42.93

	<b>current</b>	<b>5/1/2016</b>	<b>5/1/2017</b>	<b>5/1/2018</b>	<b>5/1/2019</b>
<b><u>Dispatchers</u></b>	<b>4/30/2016</b>	2.25%	2.25%	2.25%	2.25%
<b>Starting Pay</b>	\$17.75	\$18.15	\$18.56	\$18.98	\$19.40
<b>1 YEAR DOH</b>	\$21.24	\$21.72	\$22.21	\$22.71	\$23.22
<b>2 YEARS DOH</b>	\$22.09	\$22.59	\$23.10	\$23.61	\$24.15
<b>5 YEARS DOH</b>	\$23.57	\$24.10	\$24.64	\$25.20	\$25.76
<b>10 YEARS DOH</b>	\$24.53	\$25.08	\$25.65	\$26.22	\$26.81
<b>15 YEARS DOH</b>	\$25.66	\$26.24	\$26.83	\$27.43	\$28.05
<b>20 YEARS DOH</b>	\$27.01	\$27.62	\$28.24	\$28.87	\$29.52
<b>25 YEARS DOH</b>	\$27.23	\$27.84	\$28.47	\$29.11	\$29.76

DOH = Date of Hire

(b) Any police officer or full-time dispatcher covered by this Agreement who enrolls in a State of Illinois supported college, University, or Junior college for police related courses which are creditable to a law enforcement degree shall be reimbursed 100% of the cost of tuition for course(s) with a grade of "B" or above. The EMPLOYER's reimbursement amount shall be capped by the cost of a comparable course at Governor's State University.

(c) Any police officer or full-time dispatcher covered by this agreement is eligible to receive the following amounts added to their base hourly rate for the following degrees: Associate Degree \$0.39 per hour; Bachelor's Degree \$0.58 per hour; Master's Degree or higher \$0.78 per hour. Employees shall be entitled to only one educational amount, the highest for which the employee qualifies.

(d) A full-time dispatcher working alone, as a result of a pre-scheduled vacation day or comp time or as a result of a sick day known at least forty-eight (48) hours in advance, shall receive one and one-half (1 ½) times the normal rate of pay for all hours, or portions thereof, so worked.

(e) Canine (K-9) officers shall work five (5) days per week and shall be required to work only seven (7) hours per shift on this schedule. An additional one (1) hour shall be credited to time spent caring for the canine. Shifts and

days off shall be chosen at the discretion of the Chief.

When an officer is required by the EMPLOYER to attend a training program or course, the EMPLOYER will pay tuition and the cost of course books and materials.

All police officers qualified to serve as crime scene technicians and eligible for on-call duty shall receive an additional stipend of \$50 per month for every month or portion thereof served in this capacity. Officers serving as detectives shall receive an additional stipend of \$100 per month for every month or portion thereof served in this capacity.

Police officers who successfully complete the Bradley firearms qualification with their service weapon shall receive an annual stipend of \$1500 added to base salary.

Dispatchers who are LEADS certified shall receive an annual stipend of \$700 added to base salary.

Any police officer or full-time dispatcher covered by this agreement who is assigned and held accountable for the duties of FTO and/or CTO, shall receive an additional one (1) hour at the appropriate overtime rate of pay, of time and one-half for each day for the performance of such duties. Such amount shall be paid as overtime and shall not be eligible for comp time accrual.

Any police officer or full-time dispatcher covered by this agreement who is assigned and held accountable for the duties of Officer in Charge shall receive an additional one (1) hour at the appropriate overtime rate of pay, of time and one-half, for each shift or portion thereof served in performance of these duties. Such amount shall be paid as overtime and shall not be eligible for comp time accrual.

#### **ARTICLE 15** **FUNERAL AND BURIAL EXPENSES**

EMPLOYER shall pay funeral and burial expenses of any employee killed in the line of duty up to a maximum of Fifteen Thousand and no/100 Dollars (\$15,000).

#### **ARTICLE 16** **FAMILY AND MEDICAL LEAVE ACT/PREGNANT EMPLOYEES**

(a)The EMPLOYER shall comply with the provisions of the Family and Medical Leave Act of 1993 and the regulations issued pursuant thereto. For purposes of determining the twelve (12) month period during which an employee is entitled to a maximum of twelve (12) weeks of family and medical leave, the parties agree that such twelve (12) month period shall coincide with the fiscal year of the Village, namely May 1 through April 30. Employees on FMLA will be required to use accrued sick leave down to five (5) remaining sick days. Employees on FMLA may use compensable time other than sick time after sick leave use.

(b) Female employees shall receive all the rights and privileges to which an employee is entitled when pregnant under the *Illinois Human Rights Act*. (775 ILCS 5/2-102.)

**ARTICLE 17**  
**LABOR MANAGEMENT MEETING**

The LABOR COUNCIL and the EMPLOYER mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between LABOR COUNCIL representatives and the responsible administrative representatives of the EMPLOYER. Representing the LABOR COUNCIL shall be two (2) members of the local union and representing the EMPLOYER shall be the Chief of Police and a person of his choosing. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a labor management conference and expressly providing the agenda for such meeting. Such meetings and locations shall be limited to a discussion of the implementation and general administration of the Agreement; a sharing of general information of interest to the parties; discussion of pending grievances on a non-binding basis to attempt to adjust such grievances and to discuss procedures for avoiding further grievances; and items concerning safety issues. The EMPLOYER and the LABOR COUNCIL agree to cooperate with each other in matters of administration of this Agreement and to the degree that standards of law enforcement can be effectuated for the maximum protection of the citizens of the State of Illinois.

To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

**ARTICLE 18**  
**PROBATIONARY PERIOD**

The probationary period for police officers shall be two (2) years from the date of hire or eighteen (18) months from when an officer is released to solo patrol, whichever is longer. The probationary period for dispatchers covered by this agreement shall be one (1) year from the date of hire. During the probationary period, employees are entitled to all rights, privileges and benefits provided in this agreement except that the Village may discharge a probationary employee without cause.

**ARTICLE 19**  
**MISCELLANEOUS**

(a) It is further agreed and understood that schedules may have to be altered or amended during the term of this Agreement to recognize personnel and Department changes. Such alterations and amendments shall, however, be consistent with paragraph one (1) above.

It is further agreed and understood that any police officer that wishes to split his/her days off shall be allowed to do so, consistent with the shift manning and shift times in this Agreement.

(b) The Village shall provide insurance coverage for liability, false arrest, and Civil Rights violations with a minimum amount of not less than Five Million Dollars (\$5,000,000.00). This insurance coverage shall provide for the indemnification of employees for damages, except punitive damages, and provide for legal representation, all as more fully set out in the insuring Agreements with duties and responsibilities of the EMPLOYER and employees set out therein.

(c) Within six (6) months of the end of an employee's probationary period, each employee shall be required to establish and maintain the employee's principal residence within thirty-five (35) miles from the corporate limits of the Village of Bradley, except that such residence shall be in the State of Illinois.

## **ARTICLE 20** **DURATION OF AGREEMENT**

This Agreement and its provisions shall be effective as of May 1, 2016 and shall continue in full force and effect until April 30, 2020 or until a successor Agreement is executed between the parties, whichever is later.

In the event that either party has the right and desire to bargain, pursuant to Section 6 and Section 7 of the Illinois Public Labor Relations Act, during the term of this Agreement, it shall deliver to the other a Notice of Demand to Bargain.

Successor Agreement- Negotiations for a successor Agreement shall commence upon service of a Notice of Demand to Bargain by either party, with such notice to be served not more than one hundred twenty (120) days nor less than sixty (60) days prior to April 30, 2016.

All negotiations between the parties shall commence not later than twenty-one (21) calendar days after receipt of the Notice of Demand to Bargain unless otherwise mutually agreed.

The parties agree to use the impasse procedures of Section 14 of the Illinois Public Labor Relations Act (5 ILCS 315/14) to resolve any impasse(s) that may arise in any bargaining between the parties.

All notices shall be served personally or by certified mail on the following parties' representatives:

FOR THE EMPLOYER:  
Mayor of the Village of Bradley  
147 South Michigan Avenue  
Bradley, Illinois 60915

FOR THE UNION:  
Illinois F.O.P. Labor Council  
974 Clocktower Drive  
Springfield, Illinois 62704

**ARTICLE 21**  
**SAVINGS CLAUSE**

If there is any clause in this Agreement, now or in the future which may become inconsistent with the statutes of the State of Illinois or the U. S. Government, said clause will be rendered void but all other clauses in this Agreement will remain in full force and

**ARTICLE 22**  
**MANAGEMENT RIGHTS**

The parties recognize and acknowledge the responsibility of the Village to operate and direct the affairs of the Village and its police department in each and various respect. Accordingly, except as limited by an express provision of this Agreement, all rights, functions, and prerogatives of the management formerly exercised or exercisable by the Village shall remain vested exclusively in the Village. Without limiting the generality of the foregoing, the right to direct the working force, 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 set standards of service offered to the public, to assign and transfer employees, to hire, promote, and demote employees, discipline, suspend or discharge employees for cause, to relieve employees from duty due to lack of work or for other legitimate reasons, to determine hours, schedules and assignments of work, including extra time, to establish and enforce reasonable rules and regulations, and to change methods, equipment of facilities as vested exclusively in the Village provided, however, that the exercise of any of the above rights and duties shall not conflict with any of the provisions of this Agreement.

Except as expressly abridged by any provision of this Agreement, the EMPLOYER reserves and retains exclusively all of its normal and inherent rights with respect to the management of the Police Department.

**ARTICLE 23**  
**APPLICATION OF THIS AGREEMENT TO FULL-TIME POLICE OFFICERS AND**  
**FULL-TIME POLICE DISPATCHERS**

This Agreement shall apply only to full-time police officers appointed pursuant to Division 2.1 of the Illinois Municipal Code, 65 ILCS 5/10-2.1-1 et seq. and full-time police dispatchers. This Agreement shall have no application to hourly and part-time employees of the Village of Bradley employed either as police officers or police dispatchers.

**ARTICLE 24**  
**INTERROGATION OF A POLICE OFFICER**

Any police officer subject to interrogation shall be accorded all of the rights to

which the police officer is entitled pursuant to the Uniform Peace Officers' Disciplinary Act, 50 ILCS 725/1 et seq., as hereinafter amended. In addition, Bargaining Unit Employees shall have such rights as set forth in NLRB v. Weingarten, 420 U.S. 251 (1975) and Morgan et al, Petitioner, and State of Illinois Department of Management Services, et al 1 PERI(LRP) P2020 (1985) and all subsequent decisions of the Illinois State Labor Relations Board defining the right to union representation during an investigatory interview.

**ARTICLE 25**  
**REVIEW OF PERSONNEL RECORDS**

Any employee subject to this Agreement who wishes to review his personnel record shall have all of the rights accorded to that employee by 820 ILCS 40/1 et seq., as hereinafter amended.

**ARTICLE 26**  
**EMPLOYEE TESTING**

In the event the EMPLOYER institutes a drug or alcohol testing program, the EMPLOYER shall, prior to the institution of the program, enter into a good faith bargaining effort with the LABOR COUNCIL on the effects of such testing policy upon wages, hours and conditions of employment.

**ARTICLE 27**  
**COMPLETE AGREEMENT**

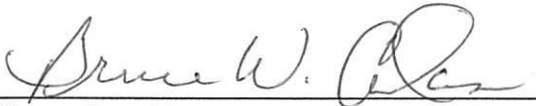
This Agreement constitutes the entire Agreement between the parties and concludes the collective bargaining on any subject whether included in this Agreement or not for the term hereof, subject to the provisions of Sections 4 and 7 of the Illinois Public Labor Relations Act.

**SIGNATURES**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed this day of 3/15, 2017.

VILLAGE OF BRADLEY, ILLINOIS

ILLINOIS F.O.P. LABOR COUNCIL  
ON BEHALF OF AND WITH  
BRADLEY F.O.P. LODGE #196

  
\_\_\_\_\_  
Village President

  
\_\_\_\_\_



*Michael J. DeSore*

Village Clerk

*James Devoe*

*Will H. J.*

*James M. Nichols*

*Tom J. Salama*

## Appendix A

### **MEMORANDUM OF AGREEMENT**

**THIS MEMORANDUM OF AGREEMENT ("MOA") is entered into by the VILLAGE OF BRADLEY ("EMPLOYER"), and the ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL ("IFOP") parties to a COLLECTIVE BARGAINING AGREEMENT ("CBA") in effect from May 1, 2013 through April 30, 2016.**

**WHEREAS, the IFOP, in a grievance dated August 12, 2015, claimed that the CBA was being violated by the failure of the employer to cooperate with the IFOP in the establishment of a post-retirement health plan; and**

**WHEREAS, the parties, having thoroughly investigate the various options concerning post-retirement health plans and desire to reach agreement on these issues and to avoid the costs and uncertainty of arbitration;**

**NOW, THEREFORE, the parties hereto agree as follows:**

**1) The above recitals are incorporated herein as paragraph 1, and the parties affirm that the construction of this MOA shall be guided thereby;**

**2) The EMPLOYER agrees to implement a Voluntary Employees' Beneficiary Association (VEBA) Plan no later than December 31, 2015;**

**3) The EMPLOYER will be responsible for paying the initial start-up costs, provided that the EMPLOYER's contribution to the initial start-up costs shall not exceed \$350.00 for the start-up fee and \$850.00 for the IRS fee. Any additional start-up costs and all administrative fees shall be paid by the employees who participate in the VEBA.**

**4) The VEBA Plan to be implemented by the EMPLOYER shall contain the following components:**

- (a) Only employees who have successfully completed their probationary period are eligible to participate.**
- (b) An employee retiring, retiring on disability, or terminating service in good standing, including the death of employee, from the EMPLOYER will defer 100% of eligible accumulated Sick Leave pursuant to Article 12.d of the CBA, 100% of unused Vacation Time, and 100% of unused accumulated compensatory time into their VEBA Plan.**
- (c) The IFOP reserves the right to amend the above career end deferred percentages of accumulated time for the following calendar year by submitting written confirmation of such a change having been approved by a majority vote of the IFOP members by November 1<sup>st</sup> of the each calendar year.**
- (d) Employees with unused vacation day(s) at the end of each calendar year will shall have those days paid into their Plan in January of the following year.**
- (e) For purposes of (b) and (d) above, unused vacation time refers to vacation time not used during the calendar year either through paid time off or cash compensation as described in Article 8 of the CBA.**
- (f) In addition to the career end contribution and the annual vacation contribution, participating employees hired after June 1, 2000 shall all equally contribute a portion of salary, either a fixed dollar amount, or a percentage of base salary, or both, as decided by a majority of the members of the bargaining unit.**
- (g) The IFOP shall notify the EMPLOYER as to the initial amounts of the employees' contributions prior to December 1, 2015 for 2016, and, for any subsequent calendar year, of any change in these amounts prior to November 1 of the prior calendar year.**
- (h) Portion of EMPLOYEE salary contributions will be made by the EMPLOYER into the fund each pay period.**
- (i) All employees hired before June 1, 2000, will have two options. One option is a One-Time, Life-Time, Opt out option for the plan. The second option is to opt in for the career end contribution along with the annual vacation contribution. The annual portion of salary contribution will not be available to these employees.**

(j) All employees hired on or after June 1, 2000 thru the date of ratification of this MOA, will have two options. One option is a One-Time, Life-Time, Opt out option for the plan. The second option is to opt in for the career end contribution, the annual vacation contribution, and the annual portion of salary contribution.

(k) All employees' options will be communicated to them by letter prior to plan implementation.

(l) All employees hired after the ratification of this MOA, will be enrolled in the career end contribution, the annual vacation contribution, and the annual portion of salary contribution, without an option for non-participation.

5) Upon implementation of the plan, the IFOP grievance referenced above will be withdrawn with prejudice.

6) This MOA will be considered an attachment to the CBA.

**IN WITNESS WHEREOF**, the undersigned parties have executed this Agreement on the date given below.

**For the EMPLOYER:**

Bruce W. [Signature] Date: 12/14/15

**For the IFOP:**

[Signature] Date: 12/14/15