

deduction or assessment, the Employer shall make an involuntary checkoff in the amount previously certified to the Employer by the Secretary of the PBPA and forward such sums to the PBPA. Should an officer object to this procedure based upon bona fide religious tenets or teachings of a church or religious body of which such officer is a member, that officer may be required to pay an amount equal to his fair share to a nonreligious charitable organization mutually agreed to by the affected officer and the PBPA. If the officer and the PBPA are unable to agree upon a nonreligious charitable organization, the payments may be made to any of those organizations listed in Appendix F, attached hereto and made a part hereof.

22.6 Fair Share Objections

Officers subject to fair share deductions shall be afforded notice and a reasonable opportunity to object to or question such deductions. Any objections to the fair share assessment shall be resolved in accordance with the provisions and procedures set forth in Appendix G or of the Illinois Public Labor Relations Act.

22.7 Indemnification

The PBPA shall indemnify and hold harmless the Employer against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken pursuant to these checkoff provisions.

22.8 Transmittal

All sums deducted from an officer's salary as per the terms of this Article shall be transmitted by the Employer to the Treasurer of the PBPA not later than two days of the date that the sum was so deducted.

ARTICLE XXIII

SALARIES

23.1 Salaries

Officers shall be compensated in accordance with the salary schedule set forth in Appendices A and B, attached hereto and made a part hereof, for the term of this Agreement. Retroactive pay shall be limited to those officers still in the active, full-time service of the Department on the date of the execution of this

Agreement. Provided, however, this restriction shall not apply to any full-time officer who leaves active service prior to the execution of this contract because of mandatory or voluntary retirement.

23.2 Longevity Pay

The longevity pay plan for the term of this Agreement is set forth in Appendix B. Said plan shall be retroactive in the same manner as is provided for in Section 23.1.

23.3 Pay Period

The pay period shall be the same as is currently in effect between the parties. Biweekly pay periods shall commence on a Sunday and conclude on a Saturday. Paychecks will be issued on the Friday following the completion of the two (2) week period.

23.4 Termination Pay

The Employer shall grant termination leave pay for all compensatory and vacation time accrued as of the date of termination of employment in accordance with current practice of the parties, subject to the provisions of Section 23.6.

23.5 Death Benefits for Dependents

If while in the performance of his duties any policeman is killed, or receives injuries causing his death within one year therefrom, the family or dependents, hereafter named, of such policeman shall be paid the following:

- (A) A sum equivalent to eighteen (18) months' salary at the rate paid at the time of his death.

Such payment shall be for the use and benefit in equal parts to the spouse and minor child or children of the deceased, or to the minor child or children if there is no spouse, or to the spouse if there is no minor child or children, or if there is no spouse or minor child or children of the deceased, the sum shall be for the use of the next of kin actually dependent on the deceased at the time of his death, provided that a parent that is actually dependent on the deceased at the time of his death shall be entitled to share in such benefit on the same basis as a minor child or children of the deceased, and providing further that any child who is

physically or mentally disabled, in case he or she is dependent upon the deceased for support at the time of his death, shall be entitled to the use and benefit of such payment in the same manner and to the same degree as a minor child. However, where there is an award or settlement pursuant to workers' compensation law or occupational disease law or any other cause of action, where a judgment results against the City, such judgment or award or settlement shall be credited against the death benefits provided in this section.

(B) The Chief of Police, on the death of a police officer under circumstances that entitle the dependents to the benefits herein provided, shall make out and file with the City Treasurer a certificate setting forth the facts concerning the death, to which shall be appended the certificate of the last attending physician or the chief health officer of the City stating the cause of such police officer's death, and payment shall be made to the spouse, legally appointed guardian of the estate of such minor child or children, or other dependent as the case may be.

(C) The sum herein provided shall be construed as a death benefit and not as salary and shall be in addition to any amounts paid to such dependents or beneficiaries from the police pension fund.

(MCCS, Sec. 35.40; Ord. 168-6-67)

23.6 Hourly Rate

Effective January 1, 2007, an officer's hourly rate of pay will be calculated by dividing the annual salary by 2080, the average annual hours worked. Provided, however, compensatory time and sick leave accumulated prior to January 1, 2007 shall be used prior to compensatory time and sick leave accumulated on or after January 1, 2007 and, if such pre January 1, 2007 compensatory time and/or sick leave is paid out annually or at retirement or death pursuant to other provisions of this Agreement, it will be based upon an hourly rate calculated by dividing the annual salary by 2210 hours. The parties agree that there is a continuing value to the hours reduction and change in hourly rate provided for herein that carries over into the successor Labor

Agreement. The City and the Union are each free to argue the relative value to be afforded to the hours reduction and rate change when advocating their respective positions on a 2007 wage increase.

ARTICLE XXIV

TRAINING SCHEDULES AND EXPENSES

24.1 Training/Instruction Schedules and Compensation

(A) Departmental training/instruction schedules will normally be posted prior to December 20 of the calendar year preceding the training except for those training courses dependent upon special funding or merely hosted by the Academy (such as MTU events).

(B) Training/instruction may be mandated by the Department, or requested by an officer. The Department reserves the right to determine whether to reschedule an officer's shift and days off in order to accommodate the training/instruction needs of the Department subject to the following:

1. Mandatory Schedule Change for Training/Instruction - The Department shall provide written notice to the officer at least twenty-eight (28) days in advance of any change in schedule for training/instruction (including course development), which shall include the date and time of the training. Mandatory schedule changes for training shall be for training of four (4) hours' duration or more. If the Department provides the twenty-eight (28) days notice and changes the officer's shift and/or day(s) off for training/instruction, the officer will receive his regular salary for the day spent in attendance at training or providing instruction. Hours spent in attendance at training or providing instruction in excess of the regular work day will be compensated at the applicable overtime rate. If the Department fails to provide the twenty-eight (28) days written notice, the officer will be compensated at the applicable hourly overtime rate for actual hours in training or acting as an instructor mandated by the Department outside an officer's regular work schedule or on a pre-approved compensatory, personal, or vacation day.

2. Voluntary Schedule Change for Training/Instruction - Officers may volunteer or request to attend training or provide instruction. Voluntary training/instruction requests submitted without the twenty-