

VILLAGE OF STICKNEY



6533 West Pershing Road
Stickney, Illinois 60402-4048
Phone - 708-749-4400
Fax - 708-749-4451



Cody Mares
Jeff Walik

Village Trustees
Deborah E. Morelli
Jeff White

Fred L. Schimel
Scott Zeedyk

Daniel A. O'Reilly
Village President

Kurt Kasnicka
Village Treasurer

Audrey McAdams
Village Clerk

REGULAR MEETING BOARD OF TRUSTEES VILLAGE OF STICKNEY

Tuesday, July 19, 2011

Meeting Agenda

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approve Minutes of Previous Regular Meeting
5. Authorize Payment of Bills
6. Accept Report of Illinois Department of Revenue
7. Accept Report of Illinois Department of Transportation
8. Pass and Approve Ordinance 2011-16, "An Ordinance for the Annual Budget and Appropriations for the Village of Stickney, Cook County, Illinois for the Fiscal Year, beginning May 1, 2011 and Ending April 30, 2012"
9. Approve and Pass Ordinance 2011-17, "An Ordinance Providing for the Issuance of General Obligation Bonds"
10. Ratify agreement between the Village of Stickney and the Illinois Fraternal Order of Police F.O.P. Lodge #242
11. Approve employment recommendations
12. Give Permission for a block party on August 20, 2011, on 4400 block of Home
13. Report from the President
14. Report from the Clerk
15. Trustee Reports/Committee Reports
 - a. Accept the treasurer's report for the Month of May, 2011
16. Reports from Department Heads
17. Audience Questions
18. Adjournment

Posted July 14, 2011

**Vendor
Warrants**[Vendor Home](#)**STICKNEY VILLAGE
TREASURER OF**[Summary](#) [Contracts](#) [Payments](#)**Warrant/EFT#: EF 0001449**Fiscal Year: 2012
Warrant Total: \$11,582.98Issue Date: 07/11/11
Warrant Status:**Agency**
494 - TRANSPORTATION**Contract****Invoice****Voucher**
10MT06224**Agency Amount**
\$11,582.98**IOC Accounting Line Details**

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0414	494	90	44910000	4491	\$11,582.98	DISTRB ITEMS: MUNICIPALITIES

Agency Contact Information

217-782-6496

Click [here](#) for assistance with this screen.

MOTOR FUEL TAX
FOR JUNE, 2011
\$ 11,582.98



**Vendor
Warrants**

[Vendor Home](#)

STICKNEY VILLAGE TREASURER



[Summary](#) [Contracts](#) [Payments](#)

Warrant/EFT#: EF 0001905

Fiscal Year: 2012
Warrant Total: \$28,016.62

Issue Date: 07/07/11
Warrant Status:

Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		AG270195	2AG270195	\$28,016.62

IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$28,016.62	DISTRIBUTE MUNI/CNTY SALES TAX

Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 07/01/2011
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: APR. 2011 COLL MO: MAY. 2011 VCHR MO: JUL. 2011
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	MUNICIPAL 1 % SHARE OF SALES TAX

Click [here](#) for assistance with this screen.

SALES TAX

FOR APRIL, 2011

\$ 28,016.62

VILLAGE OF STICKNEY
6533 W. PERSHING RD.
STICKNEY, IL. 60402-4018
708-749-4400 FAX 708-749-4451



BLOCK PARTY APPLICATION

BLOCK INVOLVED: 44th and Home Avenue

CONTACT PERSON / REQUESTOR:

NAME: CHRISTINA Kallenborn

ADDRESS: ~~44th and Home Avenue~~

PHONE NUMBER: ~~708-749-4400~~

DATE OF EVENT: Aug. 20th HOURS: 10:00 AM - 10:00 PM

STREETS / ALLEYS TO BE BLOCKED OFF:

44th & Home AND 45th Home Ave

reminder
8/15/11
To P.D.
* Public works

WILL THERE BE A BAND, DISC JOCKEY OR ANY AMPLIFIED MUSIC OR ANNOUNCEMENTS ?

YES: _____

NO: X

7/21/11
This copy mailed
plus interoffice
memo

IF YES, NAME OF THE BAND OR DISC JOCKEY: _____

APPROVED BY BOARD

DATE: July 19, 2011

NOTE: HOURS FOR THE BLOCK PARTY ARE LIMITED FROM
10:00 A.M. UNTIL 10:00 P.M.

Candace McLeans
VILLAGE CLERK

ORDINANCE #2011-16

**VILLAGE OF STICKNEY
COOK COUNTY, ILLINOIS**

ANNUAL BUDGET AND APPROPRIATION ORDINANCE

FOR THE FISCAL YEAR

BEGINNING MAY 1, 2011 AND ENDING APRIL 30, 2012

VILLAGE OF STICKNEY
COOK COUNTY, ILLINOIS
ANNUAL BUDGET AND APPROPRIATION ORDINANCE
FOR THE FISCAL YEAR
BEGINNING MAY 1, 2011 AND ENDING APRIL 30, 2012

BE IT ORDAINED by the President and Board of Trustees of the Village of Stickney, Cook County, Illinois, as follows:

SECTION 1. That the following sums, or as much thereof as may be authorized by law, be and the same is hereby appropriated to pay all necessary expenses and liabilities of the Village of Stickney, Cook County, Illinois. for the objects and purposes hereinafter stated for the fiscal year beginning May 1, 2011 and ending April 30, 2012.

GENERAL FUND

EXECUTIVE AND LEGISLATIVE DEPARTMENT

1.1	Salary of Village President	\$ 21,500.00
1.2	Salaries of Village Trustees	43,200.00
1.3	Salary of Liquor Commissioner	3,500.00
		<u>\$ 68,200.00</u>

ADMINISTRATIVE DEPARTMENT

2.1	Salary of Village Clerk	\$ 17,000.00
2.2	Salary of Village Treasurer/Collector-partial	37,300.00
2.4	Salary of office clerks-partial	50,000.00
2.5	Salary of building inspector	24,000.00
2.6	Compensation of electrical inspector	5,000.00
2.7	Compensation of three (3) Fire and Police Commission members	6,000.00
2.8	Expenses of Board of Fire and Police Commission	7,500.00
2.9	Expenses for postage, stationery and supplies	10,000.00
2.10	Purchase of license supplies	6,500.00
2.11	IL Municipal League-membership and expenses	2,000.00
2.12	Printing and publishing	9,500.00
2.13	Cost of preparing and publishing financial statements	1,800.00
2.14	Employee insurance	10,000.00
2.15	Computer maintenance and services	9,000.00
2.16	Expenses of Zoning Board of Appeals	2,000.00
2.17	Revision and recodification of ordinances	5,000.00
2.18	Salary computer services	2,400.00
2.19	Plumbing inspection services	3,200.00
2.22	W.C.M.C.-membership and expenses	11,000.00
2.23	Expense of I.R.M.A. Safety Committee	18,500.00
		<u>\$ 237,700.00</u>

PROFESSIONAL SERVICES

3.1	Retainer for Attorney for Village	\$ 6,000.00
3.2	Legal services other than retainer	200,000.00
3.3	Village Prosecutor	21,600.00
3.4	Other professional fees	42,000.00
3.5	Engineering services	6,000.00
		<u>\$ 275,600.00</u>

POLICE DEPARTMENT

4.1	Salary of Chief of Police	\$ 90,100.00
4.4	Salaries of Sergeants of Police	255,000.00
4.5	Salaries of Patrolmen	815,000.00
4.6	Salaries of special police duties	130,000.00
4.7	Salaries of Radio Clerks	239,000.00
4.8	Salary of Ordinance Control Officer	40,000.00
4.9	Cost of maintaining motor equipment	30,000.00
4.10	Cost of maintaining communication equipment	30,000.00
4.11	Expenses for stationery, printing and office supplies	6,500.00
4.12	Operating expenses, equipment and supplies	25,000.00
4.13	Motor fuel cost	70,000.00
4.14	Education and training costs	15,000.00
4.15	Employee insurance	365,000.00
4.16	Maintenance of gun range	4,000.00
4.17	Clothing allowance	16,850.00
4.18	Adjudication	40,000.00
4.19	Computer maintenance and services	7,500.00
4.20	Animal control contractual service	1,000.00
4.21	Adjudication Hearing Officer	10,800.00
4.22	Police Officers' holiday pay	75,000.00
4.23	Salary of Police Corporal	6,600.00
4.25	Salary of Deputy Chief	7,600.00
4.26	Leads Supervisor	1,400.00
4.27	Salary computer services	2,400.00
		<u>\$ 2,283,750.00</u>

FIRE DEPARTMENT

5.1	Salary of Fire Chief	\$ 63,100.00
5.2	Salaries of firemen	805,000.00
5.3	Salaries of fire inspectors	38,000.00
5.4	MABAS Division XI Dues	10,000.00
5.5	Expense of stationery, printing and office supplies	5,000.00
5.6	Motor fuel cost	15,000.00
5.7	Repair & maintenance of motor equipment	30,000.00
5.8	Cost of maintaining communication equipment	10,000.00
5.9	Cost of operating supplies	20,000.00
5.10	Education and training costs	15,000.00
5.11	Purchase of fire fighting clothing	20,000.00
5.12	Purchase of operating equipment	27,000.00
5.13	Emergency vehicle priority system	1,000.00
5.14	Medical examinations and hepatitis B shots	12,000.00
5.15	Computer maintenance and services	7,000.00
5.16	Ambulance billing services	18,000.00
5.17	Purchase of breathing apparatus	8,000.00
5.18	Grant - Equipment	25,000.00
5.19	Employee insurance	17,000.00
5.20	Salary computer services	2,400.00
		<u>\$ 1,148,500.00</u>

PUBLIC WORKS DEPARTMENT

6.1	Salary of Village Supervisor-partial	\$ 30,400.00
6.2	Office supplies	1,000.00
6.3	Cost of material-repairing streets	20,000.00
6.4	Cost of material-repairing alleys	5,000.00
6.5	Cost of repairing-public walks	10,000.00
6.6	Cost of repairing-public walks 50/50 curbing and A.D.A requirements	24,000.00
6.7	Cost of-trimming and removal of trees	50,000.00
6.8	Repair and maintenance-motorized equipment	25,000.00
6.9	Sweeper lease payment	37,120.00
6.11	Purchase of traffic regulations and street signs	8,000.00
6.12	Cost of material-street snow removal	7,000.00
6.13	Purchase of maintenance supplies	5,000.00
6.14	Purchase and repair of maintenance equipment	7,000.00
6.15	Payment of energy maintenance and repair of alley and street lights	85,000.00
		<u>\$ 314,520.00</u>

PUBLIC BUILDINGS AND GROUNDS

7.1	Janitorial services	\$ 16,800.00
7.2	Heating/Electric-Village Hall	12,000.00
7.3	Telephone services	52,000.00
7.5	Maintenance and repair of building	65,000.00
7.6	Purchase of supplies	8,000.00
7.7	Security and fire systems	22,000.00
		<u>\$ 175,800.00</u>

MISCELLANEOUS

8.1	Contingencies	<u>\$ 50,000.00</u>
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SANITATION DEPARTMENT

9.1	Salaries of employees	\$ 395,000.00
9.2	Cost of maintenance and repair-motorized equipment	60,000.00
9.3	Motor fuel purchase	30,000.00
9.4	Purchase of materials and supplies	3,500.00
9.5	Disposal services	90,000.00
9.6	Uniforms	9,000.00
9.7	Employee insurance	133,000.00
9.10	Purchase of containers and recycling bins	8,000.00
		<u>\$ 728,500.00</u>

INSURANCE

10.1	Insurance	<u>\$ 240,000.00</u>
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AUDITING

11.1	Auditing services	<u>\$ 18,500.00</u>
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MUNICIPAL RETIREMENT

12.1	Municipal retirement	\$ 98,000.00
12.2	FICA and medicare	166,000.00
12.3	Unemployment taxes	12,000.00
		<u>\$ 276,000.00</u>

CONTRIBUTIONS TO POLICE PENSION FUND

14.1	Real estate taxes	<u>\$ 590,213.00</u>
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PARKS & RECREATION

17.1	Salaries-Parks & Recreation	\$ 5,000.00
17.2	Salaries-Park Patrol	12,000.00
17.4	Maintenance & Supplies	25,000.00
17.5	Activities	30,000.00
17.6	Equipment	20,000.00
17.7	Stickney Baseball Association	2,500.00
17.8	Stickney Golden Agers	1,500.00
17.9	Stickney Senior Citizens	1,500.00
17.10	Transfer to Family Day	10,000.00
17.11	Stickney Soccer	2,500.00
		<u>\$ 110,000.00</u>

TRANSFER TO CAPITAL PROJECTS FUND

18.1	Transfer to Capital Projects Fund	<u>\$ 250,000.00</u>
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\$ 6,767,283.00

WATER FUND

13.1	Purchase of water	\$ 1,182,300.00
13.2	Electric power at reservoir	48,000.00
13.3	Purchase of meters & system	50,000.00
13.4	Purchase of materials and supplies	25,000.00
13.5	Contractual repairs to system	75,000.00
13.6	Salary of Supervisor-partial	40,000.00
13.7	Upgrade of computers	15,000.00
13.8	Salaries of Water Department employees	195,000.00
13.9	Salary of Village Treasurer/Collector-partial	48,000.00
13.10	Salaries of office clerks-partial	89,500.00
13.11	Office supplies, postage & stationery	6,000.00
13.12	Telephone service	15,000.00
13.13	Maintenance & repair of office equipment	5,000.00
13.14	Maintenance & repair of pumping station	50,000.00
13.15	Auditing services	12,000.00
13.16	Purchase of operating equipment	3,000.00
13.17	Motor fuel costs	4,200.00
13.18	Maintenance & repair motorized equipment	5,000.00
13.19	Insurance	60,000.00
13.21	Purchase of heating fuel	3,000.00
13.22	Rental-Sanitary District property	200.00
13.23	Employee insurance	57,000.00
13.24	Municipal retirement	36,000.00
13.25	Contingencies	10,000.00
13.26	Purchase & installation of fire hydrants	40,000.00
13.28	Computer maintenance and services	8,000.00
13.29	Lead treatment & water sampling	8,000.00
13.30	Service contract for radios & pagers	3,000.00
13.33	Cost of-cleaning sewers, inlets and catch basins	60,000.00
13.35	Cost of-material, installing and repairing sewers	60,000.00
13.36	Unemployment Tax	1,000.00
13.37	FICA and Medicare Tax	29,000.00
13.38	Water main repairs	70,000.00
13.39	Depreciation	110,000.00
		<u>\$ 2,423,200.00</u>

BOND & INTERST FUND

Interest	\$ 423,542.00
Principal	355,000.00
Refunding of bonds	2,323,103.00
Bond issuance costs	62,680.00
	<u>\$ 3,164,325.00</u>

CAPITAL PROJECTS FUND

Street improvements	\$ 650,000.00
Equipment and other capital expenditures	465,000.00
	<u>\$ 1,115,000.00</u>

MOTOR FUEL TAX FUND

Maintenance-salt	\$ 75,000.00
Maintenance engineering	1,000.00
Construction	200,000.00
Engineering	20,000.00
	<u>\$ 296,000.00</u>

EMERGENCY TELEPHONE SYSTEM FUND

Maintenance of system	\$ 36,000.00
Transfer to Capital Projects Fund	36,000.00
	<u>\$ 72,000.00</u>

1505 ACCOUNT

Returned Seizures	\$ 3,000.00
Equipment	1,000.00
Supplies	1,000.00
Investigations	1,000.00
	<u>\$ 6,000.00</u>

BADGE GRANT

Program expenses	<u>\$ 41,513.00</u>
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FAMILY DAY

Program expenses	\$ 25,000.00
Reserve for future programs	5,000.00
	<u>\$ 30,000.00</u>

TOTAL-ALL FUNDS	<u>\$ 13,915,321.00</u>
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SUMMARY

General Fund

Executive and Legislative Department	\$ 68,200.00
Administration Department	237,700.00
Professional Services	275,600.00
Police Department	2,283,750.00
Fire Department	1,148,500.00
Public Works Department	314,520.00
Public Buildings and Grounds	175,800.00
Miscellaneous	50,000.00
Sanitation Department	728,500.00
Insurance	240,000.00
Auditing	18,500.00
Municipal Retirement Fund	276,000.00
Contributions to Police Pension Fund	590,213.00
Parks & Recreation	110,000.00
Transfer to Capital Projects Fund	250,000.00
	<hr/>
	\$ 6,767,283.00

Water Fund 2,423,200.00

Bond & Interest Fund 3,164,325.00

Capital Projects Fund 1,115,000.00

Motor Fuel Tax Fund 296,000.00

Emergency Telephone System Fund 72,000.00

1505 Account 6,000.00

BADGE Grant 41,513.00

Family Day 30,000.00

TOTAL-ALL FUNDS

\$ 13,915,321.00

SECTION 2. That the unexpended balance, if any, for the foregoing appropriations of this Ordinance and also the excess receipts, if any, in the collection of the tax levy of this year and also the excess, if any of the estimated receipts of this year not belonging to any special fund over the estimates thereof, and all unappropriated receipts of this year not derived from or belonging to any special fund, are hereby appropriated to the General Fund.

SECTION 3. This Ordinance shall be in full force and effect from and after its passage approval and publication as provided by law.

PASSED AND APPROVED at the regular meeting of the President & Board of Trustees of the Village of Stickney, Illinois, this 19th day of July, 2011.


AYES: Mares, Morelli, Schimel, Walik, White, Zeedyk

NAYS: None

ABSENT: None


Village President

ATTEST:


Village Clerk

CERTIFICATE OF ESTIMATE OF REVENUE

I, Kurt Kasnicka, the duly qualified and acting Chief Fiscal Officer of the VILLAGE OF STICKNEY, Cook County, Illinois, do certify the following estimate of revenue for the fiscal year beginning May 1, 2011 and ending April 30, 2012.

GENERAL FUND

Real estate taxes	\$ 2,411,258.00
Personal property replacement tax	150,000.00
State income tax	625,000.00
State sales tax	755,000.00
Race Track - Admission tax	8,000.00
Race Track - Parking tax	12,000.00
Interest	1,800.00
Garbage disposal fees	270,000.00
Police fines	300,000.00
Business licenses	85,000.00
Liquor licenses	12,000.00
Cigarette licenses	300.00
Tank Licenses	19,000.00
Auto licenses	56,000.00
Truck licenses	15,000.00
Animal licenses	3,000.00
Amusement/machine licenses	5,000.00
Road & Bridge real estate taxes	10,000.00
Building permits	36,000.00
Utility tax - electric	325,000.00
Utility tax - gas	350,000.00
Utility tax - telephone	185,000.00
Franchise tax	54,000.00
Real estate transfer tax	60,000.00
Entertainment fees	12,000.00
Miscellaneous	87,825.00
Special events	12,000.00
Parks & recreation	25,000.00
Motorcycle licenses	300.00
Real estate exempt fees	1,800.00
Ambulance fees	150,000.00
Sidewalk program	6,000.00
Real estate inspection fee	3,000.00
Grant - Fire Department	20,000.00
Rental of towers	111,000.00
Miscellaneous - Police Department	20,000.00
Miscellaneous - Fire Department	20,000.00
Reserves	550,000.00
	<u>\$ 6,767,283.00</u>

WATER FUND

Water Billings - Residential	\$ 697,500.00
Water Billings - Commercial	225,000.00
Water Billings - Industrial	1,327,500.00
Miscellaneous	10,000.00
Recycling fees	2,000.00
Interest	1,200.00
Reserves	160,000.00
	<u>\$ 2,423,200.00</u>

BOND & INTEREST FUND

Real estate taxes	\$ 778,542.00
Bond proceeds	2,360,000.00
Premium paid for bonds	25,783.00
	<u>\$ 3,164,325.00</u>

CAPITAL PROJECTS FUND

Grants	\$ 500,000.00
Interest	200.00
Transfer from General Fund	250,000.00
Transfer from Emergency Telephone System Fund	36,000.00
Reserves	328,800.00
	<u>\$ 1,115,000.00</u>

MOTOR FUEL TAX FUND

Motor Fuel Tax Allotments	\$ 160,000.00
Interest	200.00
Reserves	135,800.00
	<u>\$ 296,000.00</u>

EMERGENCY TELEPHONE SYSTEM FUND

911 emergency surcharge tax	\$ 71,980.00
Interest	20.00
	<u>\$ 72,000.00</u>

1505 ACCOUNT

Seizures	\$ 4,045.00
Director of Illinois State Police	1,950.00
Interest	5.00
	<u>\$ 6,000.00</u>

BADGE GRANT

Grants	\$ 41,503.00
Interest	10.00
	<u>\$ 41,513.00</u>

FAMILY DAY

Proram revenues	\$ 20,000.00
Transfer from General Fund	10,000.00
	<u>\$ 30,000.00</u>

TOTAL-ALL FUNDS	<u>\$ 13,915,321.00</u>
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IN WITNESS WHEREOF, I have placed my official signature this 19th day
of July, 2011.

Kurt Kasnicka
Village Treasurer

ORDINANCE NO. 2011-17

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$2,400,000 GENERAL OBLIGATION BONDS, SERIES 2011, OF THE VILLAGE OF STICKNEY, COOK COUNTY, ILLINOIS, AND FOR THE LEVY OF A DIRECT ANNUAL TAX SUFFICIENT TO PAY THE PRINCIPAL AND INTEREST ON SAID BONDS

APPROVED BY BOARD

DATE: July 19, 2011

Anthony McGowan
VILLAGE CLERK

See clerk for
viewing of
entire ordinance

Passed by the President and
Board of Trustees on the 19th day
of July, 2011

ORDINANCE NO. 2011-17

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$2,400,000 GENERAL OBLIGATION BONDS, SERIES 2011, OF THE VILLAGE OF STICKNEY, COOK COUNTY, ILLINOIS, AND FOR THE LEVY OF A DIRECT ANNUAL TAX SUFFICIENT TO PAY THE PRINCIPAL AND INTEREST ON SAID BONDS

Passed by the President and
Board of Trustees on the 19th day
of July, 2011

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ORDINANCE NO. 2011-17

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$2,400,000 GENERAL OBLIGATION BONDS, SERIES 2011, OF THE VILLAGE OF STICKNEY, COOK COUNTY, ILLINOIS, AND FOR THE LEVY OF A DIRECT ANNUAL TAX SUFFICIENT TO PAY THE PRINCIPAL AND INTEREST ON SAID BONDS

WHEREAS, the Village of Stickney, Cook County, Illinois (the "Village"), pursuant to the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois is a home rule unit and may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt payable from ad valorem tax receipts maturing within 40 years from the time it is incurred and without prior referendum approval; and

WHEREAS, the Village has heretofore issued its \$2,665,000 General Obligation Bonds, Series 2001 pursuant to Ordinance No. 2001-19 of which the following maturities are outstanding (the "Prior Bonds"):

MATURITY DATE	PRINCIPAL AMOUNT
12/1/2018	\$ 1,100,000
12/1/2023	\$ 1,045,000

; and

WHEREAS, the Mayor and Board of Trustees has determined that all of the Prior Bonds shall be currently refunded (the "Refunding"); and

WHEREAS, it is in the judgment of the Mayor and Board of Trustees necessary for the Refunding to issue general obligation bonds of the Village; and

WHEREAS, the estimated cost of the Refunding, including bond discount, bond issuance expenses and capitalized interest, is not less than \$2,400,000, plus investment earnings thereon, as heretofore reported to and determined by the Mayor and Board of Trustees and there are insufficient funds of the Village on hand and lawfully available to pay said costs, such that the Village expects to pay such costs by borrowing such money and issuing its general obligation bonds in evidence thereof; and

WHEREAS, as a home rule unit, the Village by ordinance passed by the Mayor and Board of Trustees is authorized to borrow money and in evidence thereof issue general obligation bonds of the Village without referendum in an amount not to exceed \$2,400,000 for the purpose of paying the costs of the Refunding and the costs incurred in connection with the issuance of the Bonds, including but not limited to the costs of capitalized interest, if any, all to the extent provided for and allocated in the Bond Order; and

WHEREAS, the Mayor and Board of Trustees does hereby determine that it is advisable and in the best interest of the Village at this time to borrow money and in evidence thereof issue general obligation bonds of the Village without referendum in an amount not to exceed \$2,400,000 for the purpose of paying the costs of the Refunding and the costs incurred in connection with the issuance of the Bonds, including but not limited to the costs of capitalized interest, if any, all to the extent provided for and allocated in the Bond Order, and in evidence of such borrowing, issue its full faith and credit bonds, in the principal amount not to exceed \$2,400,000;

NOW, THEREFORE, Be It Ordained by the Mayor and Board of Trustees of the Village of Stickney, Cook County, Illinois, as follows:

Section 1. Definitions. Words and terms used in this Ordinance shall have the meanings assigned them unless the context or use clearly indicates another or different meaning is intended. Words and terms defined in the singular may be used in the plural and vice-versa. Reference to any gender shall be deemed to include the other and also inanimate persons such as corporations, where applicable.

“Act” means the home rule powers of the Village, the Illinois Municipal Code, and the Local Government Debt Reform Act.

“Authorized Denominations” means \$5,000 and integral multiples of \$5,000.

“Bond Counsel” means, with respect to the original issuance of the Bonds, Louis F. Cainkar, Ltd., Chicago, Illinois, and thereafter, any firm of attorneys of nationally recognized expertise with respect to the tax-exempt obligations of political subdivisions, selected by the Village.

“Bond Fund” means the Bond Fund created in Section 12 of this Ordinance.

“Bond Insurer” or *“Insurer”* is defined in Section 23 of this Ordinance.

“Bond Order” means that certain bond order, to be executed by the Mayor, and setting forth certain details of the Bonds as provided in Section 11 of this Ordinance and includes the Certificate of the Levy of Taxes provided for in Section 12 of this Ordinance.

“Bond Purchase Agreement” is defined in Section 11 of this Ordinance.

“Bond Register” means the books of the Village kept by the Bond Registrar to evidence the registration and transfer of the Bonds.

“Bond Registrar” is the Village Treasurer.

“Bonds” or *“Series 2011 Bonds”* means the not to exceed \$2,400,000 General Obligation Bonds, Series 2011, authorized to be issued by this Ordinance, including bonds issued in exchange for or upon transfer or replacement of bonds previously issued under this Ordinance.

“Book Entry Form” means the form of the Bonds as fully registered and available in physical form only to the Depository.

“Business Day” means any day other than a day on which banks in Chicago, Illinois are required to be closed.

“Code” means the Internal Revenue Code of 1986, as amended.

“Defeasance Obligations” means (a) direct and general full faith and credit obligations of the United States Treasury ("Directs"), (b) certificates of participation or trust receipts in trusts comprised wholly of Directs, (c) other obligations unconditionally guaranteed as to timely payment by the United States Treasury, or (d) deposits guaranteed by the Federal Deposit Insurance Corporation.

“Defeased Bonds” means such bonds as are described and defined by such term in Section 14 of this Ordinance.

“Depository” means The Depository Trust Company or successor depository duly qualified to act as a securities depository and acceptable to the Village.

“Designated Officers” mean the officers of the Village as follows: Mayor, Village Clerk, and Village Treasurer. The approval of any one of them shall constitute the approval and authorization of the Designated Officers.

“Global Book-Entry System” means the system for the initial issuance of the Bonds as described in Section 5.

“Municipal Bond Insurance Policy” is defined in Section 23 of this Ordinance.

“Ordinance” means this Ordinance No. 2011-17 passed by the Mayor and Board of Trustees on the 19th day of July, 2011 and approved by the Mayor on that date.

“Prior Bonds” are defined in the preambles.

“Prior Project” means the facilities financed, directly or indirectly with the proceeds of the Prior Bonds.

“Project Fund” means the Project Fund created in Section 13 of this Ordinance.

“Purchase Price” means the price to be paid by the Purchaser for the Bonds.

“Purchaser” means George K Baum & Company, Chicago, Illinois.

“Rebate Fund” means the Rebate Fund authorized to be created in Section 13 of this Ordinance.

“Record Date” means the fifteenth day of the month preceding any regular or other interest payment date occurring on the first day of any month and the fifteenth day preceding any interest payment date occasioned by the redemption of Bonds on other than the first day of a month.

"Refunded Bonds" means Prior Bonds being redeemed prior to maturity as is described and defined by such term in the preambles of this Ordinance.

"Refunding" means the redemption of the Prior Bonds as is described and defined by such term in the preambles of this Ordinance.

"Representations Letter" means such agreement or agreements by and among the Village, the Bond Registrar, and the Depository as shall be necessary to effectuate a book-entry system for the Bonds, and includes the Blanket Letter of Representations executed by the Village and the Depository.

"Rule" means Rule 15c2-12 as promulgated by the Securities and Exchange Commission, as amended.

"Stated Maturity" means, with respect to any Bond, the date specified in such Bond as the fixed date on which the principal of such Bond or such interest is due and payable, whether by maturity or otherwise.

"Tax-Exempt" means, with respect to all or any portion of the Bonds, the status of interest paid and received thereon as excludable from the gross income of the owners thereof under the Code for federal income tax purposes.

"Term Bonds" means Bonds subject to mandatory redemption by operation of the Bond Fund and designated as Term Bonds in the Bond Order.

"Village" means the Village of Stickney, Cook County, Illinois.

Definitions also appear in the preambles hereto or in specific sections, as appear below.

Section 2. Incorporation of Preambles. The Mayor and Board of Trustees hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 3. Authorization. It is hereby found and determined that the Mayor and Board of Trustees has been authorized by law to borrow the sum of not to exceed \$2,400,000 upon the credit of the Village and as evidence of such indebtedness to issue at this time general obligation bonds in the aggregate principal amount not to exceed \$2,400,000 (the "Bonds") in order to pay the costs of the Refunding and expenses of issuance thereof. The bonds shall be issued pursuant to the Act.

Section 4. Bond Details. There shall be borrowed on the credit of and for and on behalf of the Village the sum not to exceed \$2,400,000; and general obligation bonds of the Village in one or more series and in not to exceed such amount shall each be designated as provided in the relevant Bond Order. The Bonds shall be in fully registered form, and may be in book entry form. The Bonds shall be dated as of a date (the "Dated Date") no earlier than the date of passage of this Ordinance and no later than their initial date of issuance as shall be set forth in a Bond Order for a given series of the Bonds; each Bond shall also bear its respective date of authentication; and the Bonds shall be numbered consecutively in such fashion as shall be determined by the Bond Registrar. The Bonds shall become due or be subject to mandatory redemption (subject to right of prior redemption) on such date of each year as shall be designated as shall be set forth in the Bond Order. The Bonds shall bear interest at not greater than nine percent (9%) per annum if such Bonds are Tax-Exempt or thirteen percent (13%) per annum if such Bonds are Taxable. The Bonds shall be in Authorized Denominations (but no single such bond shall represent principal maturing on more than one date). Each Bond shall bear interest from the later of its Dated Date or from the most recent interest payment date to which interest has been paid or duly provided for, commencing on a date within one year of the Dated Date, as shall be set forth in the Bond Order, and upon regular semiannual intervals thereafter, at the respective rates percent per annum provided, until the principal thereof shall be paid or duly provided for. So long as the Bonds are held in Book Entry Form, interest on each Bond shall be paid to the Depository by check or draft or electronic funds transfer, in lawful money of the United States of America, as may be agreed in the Representations Letter; and if the Bonds are in physical form to registered owners other than the Depository, interest on each Bond shall be paid by check or draft of the Bond Registrar, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the applicable Record Date, and mailed to the address of such registered owner as it appears on the Bond Register or at such other address as may be furnished in writing to the Bond Registrar. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The principal of the Bonds shall be payable upon presentation at the office designated for such purpose of the Bond Registrar. The Bonds may be Term Bonds as provided by a Bond Order for a given series of the Bonds.

Section 5. Global Book-Entry System. The Bonds of each series shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds bearing the same rate of interest. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in such name as may be provided by the Depository (the "Book Entry Owner") and, accordingly, in Book Entry Form as provided and defined herein.

One of the Designated Officers is authorized to execute a Representations Letter or to utilize the provisions of an existing Representations Letter. Without limiting the generality of the authority given with respect to entering into a Representations Letter for the Bonds, it may contain provisions relating to (a) payment procedures, (b) transfers of the Bonds or of beneficial interests therein, (c) redemption notices and procedures unique to the Depository, (d) additional notices or communications, and (e) amendment from time to time to conform with changing customs and practices with respect to securities industry transfer and payment practices. With respect to Bonds registered in the Bond Register in the name of the Book Entry Owner, neither the Village nor the Bond Registrar shall have any responsibility or obligation to any broker-dealer, bank, or other financial institution for which the Depository holds Bonds from time to time as securities depository (each such broker-dealer, bank, or other financial institution being referred to herein as a "Depository Participant") or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds. Without limiting the meaning of the immediately preceding sentence, neither the Village nor the Bond Registrar shall have any responsibility or obligation with respect to (a) the accuracy of the records of the Depository, the Book Entry Owner, or any Depository Participant with respect to any ownership interest in the Bonds; (b) the delivery to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register or as expressly provided in the Representations Letter, of any notice with respect to the Bonds, including any notice of redemption; or (c) the payment to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Bonds. No person other than a registered owner of a Bond as shown in the Bond Register shall receive a Bond certificate with respect to any Bond. In the event that (a) the Village determines that the Depository is incapable of discharging its responsibilities described herein or in the Representations Letter, (b) the agreement among the Village and the Depository evidenced by the Representations Letter shall be terminated for any reason, or (c) the Village determines that it is in the best interests of the Village or of the beneficial owners of the Bonds or of any given series of the Bonds that they be able to obtain certificated Bonds; the Village shall notify the Depository of the availability of Bond certificates, and such Bonds shall no longer be restricted to being registered in the Bond Register to the Book Entry Owner. The Village may determine at such time that such Bonds shall be registered in the name of and deposited with a successor depository operating a book entry only system, as may be acceptable to the Village, or such depository's agent or designee, but if the Village does not select such successor depository, then such Bonds shall be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions hereof.

Section 6. Execution; Authentication. The Bonds shall be signed by the manual or duly authorized facsimile signatures of the Mayor and Village Clerk and may have impressed or imprinted thereon the corporate seal or facsimile thereof of the Village. In case any such officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Bonds shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Bond Registrar as authenticating agent of the Village and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond

shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized signatory of the Bond Registrar, but it shall not be necessary that the same person sign the certificate of authentication on all of the Bonds issued hereunder.

Section 7. Redemption. A. *Mandatory Redemption.* If so provided in the relevant Bond Order, any Bonds may be issued as Term Bonds and be subject to mandatory redemption by operation of the Bond Fund, at a price of par, without premium, plus accrued interest to the date fixed for redemption, on such date of each year as may be provided in the relevant Bond Order and in the amounts and subject to such provisions as shall be set forth in the relevant Bond Order. Bonds subject to mandatory redemption shall be deemed to become due on the dates so subject to redemption and not at maturity, except for any remainder to be paid at maturity. The Village covenants that it will redeem any Term Bonds pursuant to the mandatory redemption requirement for such Term Bonds and levy taxes accordingly. If the Village redeems pursuant to optional redemption as may be provided or purchases Term Bonds of any maturity and cancels the same from Bond Moneys as hereinafter described, then an amount equal to the principal amount of Term Bonds so redeemed or purchased shall be deducted from the mandatory redemption requirement as provided for Term Bonds of such maturity, first, in the current year of such requirement, until the requirement for the current year has been fully met, and then in any order of payment on the Term Bonds as due at maturity or subject to mandatory redemption in any year as the Village shall at such time determine. If the Village redeems pursuant to optional redemption or purchases Term Bonds of any maturity and cancels the same from moneys other than Bond Moneys, then an amount equal to the principal amount of Term Bonds so redeemed or purchased shall be deducted from the amount of such Term Bonds as due at maturity or subject to mandatory redemption in any year as the Village shall at such time determine.

B. *Optional Redemption.* If so provided in the relevant Bond Order, any Bonds may be subject to redemption prior to maturity at the option of the Village, in whole or in part on any date, at such times and at such optional redemption prices as may be provided in the relevant Bond Order. If less than all of the Outstanding Bonds of a Series are to be optionally redeemed, the Bonds to be called shall be called from such Series, in such principal amounts and from such maturities as may be determined by the Village and within any maturity in the manner hereinafter provided.

Section 8. Redemption Procedures. The Bonds subject to redemption shall be identified, notice given, and paid and redeemed pursuant to the procedures as follows.

A. *No Further Action for a Mandatory Redemption.* For a mandatory redemption, the Bond Registrar shall proceed to redeem Bonds without any further order or direction from the Village whatsoever.

B. *Optional Redemption.* For an optional redemption, the Village shall, at least 45 days prior to a redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar), notify the Bond Registrar of such redemption date and of the series of Bonds and the maturities of such series (and, if applicable, the scheduled mandatory redemptions affected) and principal amounts of Bonds to be redeemed.

C. *Selection of Bonds within a Maturity.*

(1) For purposes of any redemption of less than all of the Bonds of a single series and maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar for the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; provided, that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion. The Bond Registrar shall make such selection upon the earlier of advice from the Village that certain Bonds to be redeemed are Defeased Bonds or the time of the giving of official notice of redemption.

(2) Alternatively, if so provided in the relevant Bond Order, for purposes of any redemption of less than all of the Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by the Bond Registrar pro-rata based upon the aggregate principal amount thereof then Outstanding; provided, however, that the portion of any Bond of a denomination of more than the minimum Authorized Denomination to be redeemed shall be in the principal amount of an Authorized Denomination and that, in selecting portions of such Bonds for redemption, the Bond Registrar shall treat each such Bond as representing that number of Bonds of said minimum Authorized Denomination which is obtained by dividing the principal amount of such Bond to be redeemed in part by said minimum Authorized Denomination. If the Bonds are held in Book Entry Form at the time of such redemption, the Village shall direct the Bond Registrar to instruct the Depository to select the specific Bonds within such maturity for redemption pro-rata among such Bonds. The Village and the Bond Registrar shall have no responsibility or obligation to insure that the Depository properly selects such Bonds for redemption.

D. *Official Notice of Redemption.* The Bond Registrar shall promptly notify the Village in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed. Unless waived by the registered owner of Bonds to be redeemed, official notice of any such redemption shall be given by the Bond Registrar on behalf of the Village by mailing the redemption notice by first class U.S. mail not less than 30 days and not more than 60 days prior to the date fixed for redemption to each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar. All official notices of redemption shall include the name of the Bonds and at least the information as follows:

- (1) the redemption date;
- (2) the redemption price;

(3) if less than all of the outstanding Bonds of a particular maturity are to be redeemed, the identification (and, in the case of partial redemption of Bonds within such maturity, the respective principal amounts) of the Bonds to be redeemed;

(4) a statement that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after said date; and

(5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the office designated for the purpose by the Bond Registrar.

E. *Conditional Redemption.* Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the Village, state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the Village shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Bonds will not be redeemed.

F. *Bonds Shall Become Due.* Official notice of redemption having been given as described, the Bonds or portions of Bonds so to be redeemed shall, subject to the stated condition in paragraph (E) immediately preceding, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Village shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. The procedure for the payment of interest due as part of the redemption price shall be as herein provided for payment of interest otherwise due.

G. *Insufficiency in Notice Not Affecting Other Bonds; Failure to Receive Notice; Waiver.* Neither the failure to mail such redemption notice, nor any defect in any notice so mailed, to any particular registered owner of a Bond, shall affect the sufficiency of such notice with respect to other registered owners. Notice having been properly given, failure of a registered owner of a Bond to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Bond entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by registered owners shall be filed with the Bond Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver. In lieu of the foregoing official notice, so long as the Bonds are held in Book Entry Form, notice may be given as provided in the Representations Letter, and the giving of such notice shall constitute a waiver by the Depository and the Book Entry Owner, as registered owner, of the foregoing notice.

H. *New Bond in Amount Not Redeemed.* Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of like series and tenor, of authorized denominations, of the same maturity, and bearing the same rate of interest in the amount of the unpaid principal.

I. *Effect of Nonpayment upon Redemption.* If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid or duly provided for, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption.

J. *Bonds to be Cancelled; Payment to Identify Bonds.* All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued. Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

K. *Additional Notice.* The Village agrees to provide such additional notice of redemption as it may deem advisable at such time as it determines to redeem Bonds, taking into account any requirements or guidance of the Securities and Exchange Commission, the Municipal Securities Rule Making Board, the Government Accounting Standards Board, or any other federal or state agency having jurisdiction or authority in such matters; provided, however, that such additional notice shall be (1) advisory in nature, (2) solely in the discretion of the Village, (3) not be a condition precedent of a valid redemption or a part of the Bond contract, and (4) any failure or defect in such notice shall not delay or invalidate the redemption of Bonds for which proper official notice shall have been given. Reference is also made to the provisions of the Continuing Disclosure Undertaking of the Village with respect to the Bonds, which may contain other provisions relating to notice of redemption of Bonds.

L. *Bond Registrar to Advise Village.* As part of its duties hereunder, the Bond Registrar shall prepare and forward to the Village a statement as to notices given with respect to each redemption together with copies of the notices as mailed.

Section 9. Registration of Bonds; Persons Treated as Owners. The Village shall cause books (the "Bond Register") for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the office of the Bond Registrar. The Village is authorized to prepare, and the Bond Registrar or such other agent as the Village may designate shall keep custody of, multiple Bond blanks executed by the Village for use in the transfer and exchange of Bonds. Subject to the provisions of this Ordinance relating to the Bonds in Book Entry Form, any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer or exchange of any Bond at the office designated for such purpose of the Bond Registrar, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Bond or Bonds of like series and tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount. The Bond Registrar shall not be required to transfer or exchange any Bond during the period of 15 days preceding the giving of notice of redemption of Bonds or to transfer or exchange any Bond all or a portion of which has been called for redemption. The execution by the Village of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenti-

cate, date and deliver such Bond; provided, however, the principal amount of Bonds of each series and maturity authenticated by the Bond Registrar shall not at any one time exceed the authorized principal amount of Bonds for such series and maturity less the amount of such Bonds which have been paid. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his (her) legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. No service charge shall be made to any registered owner of Bonds for any transfer or exchange of Bonds, but the Village or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

Section 10. Form of Bond. The Bonds shall be in substantially the following form:

REGISTERED NO.

REGISTERED \$

**UNITED STATES OF AMERICA, STATE OF ILLINOIS, COUNTY OF COOK
VILLAGE OF STICKNEY
GENERAL OBLIGATION BOND, SERIES 2011**

Interest Rate: %

Maturity Date:

Dated Date:

Registered Owner:

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS, that the Village of Stickney, Cook County, Illinois (the "Village"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the Dated Date identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum identified above on June 1 and December 1 each year, commencing December 1, 2011, until said Principal Amount is paid or duly provided for, except as the hereinafter stated provisions for redemption prior to maturity may be and become applicable hereto. The principal of this Bond is payable in lawful money of the United States of America upon presentation hereof at the office designated for such purpose of the Village Treasurer, Stickney, Illinois, as paying agent and bond registrar (the "Bond Registrar"). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the Village maintained by the Bond Registrar, at the close of business on the Record Date for each interest payment date and shall be paid by check or draft of the Bond Registrar, payable upon presentation at the Bond Registrar in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books, or as otherwise agreed to by the Village and Depository if holding this Bond in Book Entry Only Form, as provided for same. Record Date means the 15th day of the month preceding any regular or other interest payment date occurring on the first day of any month and the 15th day preceding any interest payment date occasioned by the redemption of Bonds on other than the first day of a month. The full faith and credit of the Village are hereby irrevocably pledged to the punctual payment of the principal of and interest on the Bonds. The Bonds shall be direct and general obligations of the Village.

Bonds due on or after _____ shall be subject to redemption prior to maturity at the option of the Village from any available funds, as a whole or in part, and if in part, in integral multiples of \$5,000 in any order of their maturity determined by the Village, and by lot within the maturity, on _____ and any date thereafter at par plus accrued interest to the date fixed for redemption.

This Bond is one of a series of Bonds issued by the Village to pay for the Refunding of certain outstanding bonds of the Village, all as authorized pursuant to the provisions of Illinois law, including, specifically, the Illinois Municipal Code, as amended, the Local Government Debt Reform Act, as amended, and as further supplemented and, where necessary, superseded, by the powers of the Village as a home rule unit under the provisions of Section 6 of Article VII of the Illinois Constitution of 1970 under Ordinance No. 2011-17, duly passed by the Mayor and Board of Trustees on the 19th day of July, 2011 authorizing the Bonds (the "Bond Ordinance").

The Bonds shall initially be issued in a Global Book Entry System (as provided in the Bond Ordinance). The provisions of this Bond and of the Bond Ordinance are subject in all respects to the provisions of the Representations Letter between the Village and The Depository Trust Company, or any substitute agreement, affecting such Global Book-Entry System.

The Village and the Bond Registrar may deem and treat the person in whose name any Bond shall be registered in the Bond Register as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of or on account of the principal of or interest thereon, and for all other purposes whatsoever; all such payments so made to any such registered owner or upon such registered owner's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid; and neither the Village nor the Bond Registrar shall not be affected by any notice to the contrary.

The Village has designated each of the Bonds as a "qualified tax-exempt obligation" pursuant to Section 265 (b) (3) of the Internal Revenue Code of 1986.

It is hereby certified and recited that all acts, conditions, and things required by law to exist or to be done precedent to or in the issuance of this Bond did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the Village including the issuance of the Bonds of which this is one, does not exceed any limitation imposed by law, and that provision has been made for the collection of a direct annual tax to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN WITNESS WHEREOF, the Village of Stickney, Cook County, Illinois, by its Mayor and Board of Trustees, has caused this Bond to be signed by the duly authorized manual or facsimile signatures of the Mayor and the Village Clerk, all as appearing hereon and as of the Dated Date as identified above.

Mayor

Village Clerk

Date of Authentication:

CERTIFICATE
OF
AUTHENTICATION

Bond Registrar
and Paying Agent: Village Treasurer
Village of Stickney, Illinois

This Bond is one of the bonds issued in the within mentioned Bond Ordinance.

By _____
Village Treasurer, as Bond Registrar

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and Address and Social Security or other identifying number of Assignee)
the within Bond and does hereby irrevocably constitute and appoint _____ as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature of Assignee

Signature guaranteed: _____

NOTICE: The signature to this assignment and transfer must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 11. Sale of Bonds. The Designated Officers are hereby authorized to proceed, without any further authorization or direction from the Mayor and Board of Trustees, to sell and deliver the Bonds as herein provided. The Bonds shall be sold in one or more series and within each series as Tax-Exempt bonds as shall be set forth in the Bond Order relating to same. The Designated Officers are hereby authorized and directed to sell the Bonds to the Purchaser at not less than the purchase price therefor, the same being the par value of the Bonds, minus any underwriter discount and any original issue discount (the total of which shall not exceed 2%) plus accrued interest to the date of delivery. The Purchaser is authorized to pay issuance costs of the Bonds. If paid by the Purchaser, the Purchaser shall receive a credit against the purchase price of the Bonds therefor. Upon the sale of a given series of the Bonds, the Designated Officers and any other officers of the Village as shall be appropriate shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Bonds of such series as may be necessary, including, without limitation, the Bond Order, the Bond Purchase Agreement and closing documents including such certification and documentation as may be required by Bond Counsel, including, specifically, a tax agreement, to render their opinion as to the Tax-Exempt status of the interest on any Tax-Exempt Bonds. It is hereby found that no person holding any office of the Village, either by election or appointment, is in any manner financially interested, either directly, in his or her own name, or indirectly, in the name of any other person, association, trust or corporation, in the sale of a given series of the Bonds.

A bond purchase agreement for the sale of the Bonds of any series to the Purchaser (the "Bond Purchase Agreement") substantially in the form as approved for execution by the Village Attorney, is hereby in all respects authorized and approved. The Mayor is hereby authorized to execute the same, and the execution shall constitute full and complete approval of all necessary or appropriate completions and revisions as shall appear therein. Upon the sale of a series of Bonds, the Mayor shall prepare the Bond Order for same which shall include the pertinent details of sale as provided herein, and such shall be entered into the records of the Village and made available to the Mayor and Board of Trustees at the next public meeting thereof.

In the event the Purchaser certifies to the Village that it would be economically advantageous for the Village to acquire a municipal bond insurance policy for the Bonds, the Village hereby authorizes and directs the Designated Officers to obtain such an insurance policy. The acquisition of a municipal bond insurance policy is hereby deemed economically advantageous if the difference between the present value cost of (a) the total debt service on the Bonds if issued without municipal bond insurance and (b) the total debt service on the Bonds if issued with municipal bond insurance, is greater than the cost of the premium on the municipal bond insurance policy.

The use by the Purchaser of any Preliminary Official Statement and any final Official Statement relating to the Bonds (the "Official Statement") is hereby ratified, approved and authorized; the execution and delivery of the Official Statement is hereby authorized; and the officers of the Village are hereby authorized to take any action as may be required on the part of the Village to consummate the transactions contemplated by the Bond Purchase Agreement, this Ordinance, the Bond Order, the Preliminary Official Statement, the Official Statement and the Bonds. The Mayor or the Village Clerk are hereby each authorized to designate the Official Statement as "final" for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

Section 12. Security; Tax Levy and Bond Fund. The Bonds are a general obligation of the Village, for which the full faith and credit of the Village are irrevocably pledged, and are payable from the levy of the taxes on all of the taxable property in the Village, without limitation as to rate or amount in an amount sufficient to produce the sums necessary to pay the interest on the Bonds as it falls due and to pay and discharge the principal thereof at maturity (the "Pledged Taxes"). For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, there is hereby levied upon all the taxable property within the Village, in the years for which any of the Bonds are outstanding, a direct annual tax sufficient for that purpose. The Mayor is hereby directed to file with the County Clerk of Cook County, Illinois (the "County Clerk") a Certificate of the Levy of Taxes (the "Tax Levy Certificate") as part of the Bond Order and this Ordinance providing that there be levied upon all of the taxable property in the Village in addition to all other taxes, a direct annual tax in an amount sufficient to produce the sums necessary to pay the interest on the Bonds as it falls due and to pay and discharge the principal thereof at maturity. It shall be the duty of said County Clerk to ascertain the rate necessary to produce the tax herein levied, and extend the same for collection on the tax books against all of the taxable property within the Village in connection with other taxes levied in said year for general and special purposes, in order to raise the respective amounts aforesaid and in said year such annual tax shall be computed, extended and collected in the same manner as now or hereafter provided by law for the computation, extension and collection of taxes for general and special purposes of the Village, and when collected, the taxes hereby levied shall be placed to the credit of a special fund to be designated "General Obligation Bonds, Series 2011 Bond Fund" (the "Bond Fund"), which fund is hereby irrevocably pledged to and shall be used only for the purpose of paying the principal and interest on the Bonds.

Principal or interest coming due at any time when there are not sufficient funds on hand from the foregoing tax levy to pay the same shall be paid from the general funds of the Village, and the fund from which such payment was made shall be reimbursed from the Pledged Taxes when the same shall be collected.

The Village covenants and agrees with the purchasers and the holders of the Bonds that so long as any of the Bonds remains outstanding, except as herein otherwise specifically provided, the Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village to levy and collect the foregoing tax levy. The Village and its officers will comply with all present and future applicable laws in order to assure that the Pledged Taxes may be levied, extended and collected as provided herein and deposited into the Bond Fund. To the extent that the Village has funds available to timely pay the principal and interest on the Bonds, the Village Treasurer or the Village Clerk is hereby authorized to abate the tax levy for the Bonds by filing a certificate of abatement with the County Clerk.

Section 13. Creation of Funds; Appropriation.

A. *Project Fund.* Bond proceeds and other funds of the Village as noted are hereby appropriated as follows:

(1) Accrued interest, if any, on the Bonds shall be and is hereby appropriated for the purpose of paying the first interest due on the Bonds and to such end is hereby ordered to be deposited into the Bond Fund.

(2) The amount necessary from the proceeds of the Bonds shall be used to pay costs of issuance of the Bonds and shall be deposited into a separate fund, hereby created, designated the Expense Account. Any disbursement from such fund shall be made from time to time as necessary. Any excess in said fund shall be deposited into the Project Fund 30 days after the issuance of the Bonds.

(3) The remaining proceeds of the Bonds shall be set aside in a separate fund, hereby created, and designated as the "General Obligation Bonds, Series 2011 Project Fund" (the "Project Fund") to be used for the Refunding and paying the cost of issuance of the Bonds which for any reason are not paid from the Expense Account.

Interest received from deposits in the Project Fund shall, first, to the extent necessary, be transferred to the Rebate Fund; second, be retained in the Project Fund, be appropriated for the purpose, and shall also be disbursed for the cost of the Refunding; and third, to the extent permitted by law may be transferred by action of the Mayor and Board of Trustees to such other fund of the Village as the Mayor and Board of Trustees may designate. The Project Fund may be further separated into accounts for each series of the Bonds as may be deemed advisable by the Village Treasurer.

B. *Rebate Fund.* There is hereby authorized to be created by the Treasurer or such other officer as may be necessary, when and as needed, a "General Obligation Bonds, Series 2011, Rebate Fund" (the "Rebate Fund"). Interest earnings in the Project Fund or the Bond Fund or from any other fund or account as the Board may designate, shall be transferred to the Rebate Fund as necessary to provide for provision for payments of "excess arbitrage profits" to the United States pursuant to the covenants for the Tax-Exempt bonds as provided in this Ordinance.

C. *Small Issuer Exception.* The Village is excepted from the required rebate of arbitrage profits on the Bonds under Section 148(f)(4)(c) of the Code and from the terms and provisions of this Ordinance that only need to be complied with if the Village is subject to the arbitrage rebate requirement. No rebate is required or planned by the Village. In support of this conclusion, the Village covenants, represents and certifies as follows:

- (1) The Village is a governmental unit having general powers to impose a tax that when collected may be used for the governmental purposes of the Village.

- (2) None of the Bonds is a "private activity bond" as defined in Section 141(a) of the Code.
- (3) Ninety-five percent (95%) or more of the sales proceeds are to be used for local government activities of the Village.
- (4) That the aggregate face amount of all tax-exempt bonds (other than "private activity bonds" as defined in the Code) issued by the Village (and all subordinate entities thereof) during 2011 is not reasonably expected to exceed \$5,000,000.

Section 14. Defeasance of the Bonds. Any Bond or Bonds (a) which are paid and canceled, (b) which have matured and for which sufficient sums been deposited with the Bond Registrar or with a bank or trust company authorized to keep trust accounts to pay all principal and interest due thereon, or (c) for which sufficient United States funds and Defeasance Obligations have been deposited with the Bond Registrar or with a bank or trust company authorized to keep trust accounts, taking into account investment earnings on such obligations, to pay all principal of and interest on such Bond or Bonds when due at maturity or as called for redemption, pursuant to an irrevocable escrow or trust agreement (such Bonds as described in this clause (c) being "Defeased Bonds"), shall cease to have any lien on or right to receive or be paid from the Pledged Taxes and shall no longer have the benefits of any covenant for the registered owners of outstanding Bonds as set forth herein as such relates to lien and security of the outstanding Bonds. All covenants relative to the Tax-Exempt status of such Bond or Bonds; and payment, registration, transfer, and exchange are expressly continued for all Bonds whether outstanding Bonds or not.

Section 15. General Tax Covenants. With respect to any Bonds issued as Tax-Exempt, the Village hereby covenants that it will not take any action, omit to take any action, or permit the taking or omission of any action, within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting, or omitting to take such action would cause any of the Bonds to be an arbitrage bond, a private activity bond, or a federally guaranteed bond within the meaning of the Code or would otherwise cause the interest on such Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The Village acknowledges that, in the event of an examination by the Internal Revenue Service of the status of the Bonds, under present rules, the Village may be treated as a "taxpayer" in such examination. In furtherance of the foregoing provisions, but without limiting their generality, the Village agrees: (a) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to comply with all representations, covenants, and assurances contained in certificates or agreements as may be prepared by counsel approving the Bonds; (c) to consult with such counsel; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Village in such compliance.

Section 16. Not Private Activity Bonds. With respect to any Bonds issued as Tax-Exempt, none of the Bonds is a "private activity bond" as defined in Section 141(a) of the Code. In support of such conclusion, the Village certifies, represents and covenants as follows:

- (1) None of the proceeds of the Bonds are to be used (and none of the proceeds of the Refunded Bonds was used), directly or indirectly, in any trade or business carried on by any person other than a state or local governmental unit.
- (2) No direct or indirect payments are to be made on the Bonds (or have been made on any Refunded Bonds) with respect to any private business use by any person other than a state or local governmental unit other than generally as a rate payer.
- (3) None of the proceeds of the Bonds are to be used (and none of the proceeds of the Refunded Bonds was used), directly or indirectly, to make or finance loans to persons other than a state or local governmental unit.
- (4) No user of the Prior Project, other than the Village, will use the same on any basis other than the same basis as the general public; and no person will be a user as a result of (i) ownership or (ii) actual or beneficial use pursuant to a lease, a management or incentive payment contract, or (iii) any other arrangement.

Section 17. Qualified Tax-Exempt Obligations. In the event that it is so designated in the Bond Order, the Bonds may be “qualified tax-exempt obligations” for the purposes and within the meaning of Section 265(b)(3) of the Code. In support of such designation, the Village hereby certifies that (a) that none of the Bonds will be at anytime a “private activity bond” (as defined in Section 141 of the Code) other than a “qualified 501(c)(3) bond” (as defined in Section 145 of the Code), (b) as of the date hereof the Village has not issued any tax-exempt obligation of any kind in calendar year 2011 other than the Bonds nor have any tax-exempt obligations of any kind been issued on behalf of the Village, and (c) not more than \$10,000,000 of obligations of any kind (including the Bonds) issued by or on behalf of the Village during calendar year 2011 will be designated for purposes of Section 265(b)(3) of the Code.

The Village is not subject to Control by any entity, and there are no entities subject to Control by the Village.

On the date hereof, the Village does not reasonably anticipate that for calendar year 2011 it will issue any Section 265 Tax-Exempt Obligations (other than the Bonds or obligations issued for the current refunding of previously designated “qualified tax-exempt obligations”), or that any Section 265 Tax-Exempt Obligations will be issued on behalf of it. “Section 265 Tax-Exempt Obligations” are obligations the interest on which is excludable from gross income of the owners thereof under Section 103 of the Code, except for private activity bonds other than qualified 501(c)(3) bonds, both as defined in Section 141 of the Code. The Village will not issue or permit the issuance on behalf of it or by any entity subject to Control by the Village (which may hereafter come into existence) of Section 265 Tax-Exempt Obligations (including the Bonds) that exceed the aggregate amount of \$10,000,000 during calendar year 2011 unless it first obtains an opinion of Bond Counsel to the effect that such issuance will not adversely affect the treatment of the Bonds as “qualified tax-exempt obligations” for the purposes and within the meaning of Section 265(b)(3) of the Code.

Section 18. Continuing Disclosure Certificate and Agreement. The Designated Officers are hereby authorized to execute and deliver the Continuing Disclosure Certificate and Agreement (the "Continuing Disclosure Undertaking") in such form as approved by the Village Attorney, which shall designate EMMA as the sole NRMSIR, to effect compliance with the Rule. When such Continuing Disclosure Undertaking is executed and delivered on behalf of the Village, it will be binding on the Village and the officers, agents, and employees of the Village, and the same are hereby authorized and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such Continuing Disclosure Undertaking as executed and delivered. Notwithstanding any other provisions hereof, the sole remedies for failure to comply with such Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the Village to comply with its obligations thereunder.

Section 19. Noncompliance with Tax Covenants. With respect to any Bonds issued as Tax-Exempt, notwithstanding any other provisions of this Ordinance, the covenants and authorizations contained in this Ordinance and other documents executed by the Village which are designed to preserve the exclusion of interest in the Bonds from gross income under federal law need not be complied with if the Village receives an opinion of nationally recognized bond counsel that any such provision is unnecessary to preserve the exemption from federal taxation.

Section 20. Registered Form. With respect to any Bonds issued as Tax-Exempt, the Village recognizes that Section 149(j) of the Internal Revenue Code of 1986, as amended, requires the Bonds to be issued and to remain in fully registered form in order that interest thereon not be includable in gross income for federal income tax purposes under laws in force at the time the Bonds are delivered. The Village will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

Section 21. List of Registered Owners. The Bond Registrar shall maintain a list of the names and addresses of the owners of all Bonds, and upon any transfer shall add the name and address of the new Registered Owner and eliminate the name and address of the transferor Registered Owner.

Section 22. Duties of Bond Registrar. The Mayor is authorized to execute the Bond Registrar's standard form of agreement between the Village and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder. Subject to modification by the express terms of any such agreement, the Bond Registrar agrees as follows:

- (1) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (2) to maintain a list of Bondholders as set forth herein and to furnish such list to the Village upon request, but otherwise to keep such list confidential to the fullest extent permitted by law;
- (3) to cancel or destroy Bonds which have been paid at maturity, upon redemption or submitted for exchange or transfer;

- (4) to furnish the Village at least annually a certificate with respect to Bonds canceled and destroyed; and
- (5) to furnish the Village at least annually an audit confirmation of Bonds paid, Bonds outstanding, and payments made with respect to interest on the Bonds.
- (6) to undertake and perform those tasks set out herein relating to the Depository.
- (7) to give notice of redemption of Bonds as provided herein; and
- (8) to perform its duties with respect to the Municipal Bond Insurance Policy as incorporated herein.

The Village Clerk is hereby directed to file a certified copy of this Ordinance with the Bond Registrar.

The Village covenants with respect to the Bond Registrar, and the Bond Registrar further covenants and agrees as follows:

- (9) The Village shall at all times retain a Bond Registrar with respect to the Bonds; it will maintain at the designated office(s) of such Bond Registrar a place or places where Bonds may be presented for payment, registration, transfer or exchange; and it will require that the Bond Registrar properly maintain the Bond Register and perform the other duties and obligations imposed upon it by this Ordinance in a manner consistent with the standards, customs and practices of the municipal securities industry.
- (10) The Bond Registrar shall signify its acceptance of the duties and obligations imposed upon it by this Ordinance by executing the certificate of authentication on any Bond, and by such execution the Bond Registrar shall be deemed to have certified to the Village that it has all requisite power to accept and has accepted such duties and obligations not only with respect to the Bond so authenticated but with respect to all the Bonds. Any Bond Registrar shall be the agent of the Village and shall not be liable in connection with the performance of its duties except for its own negligence or willful wrongdoing. Any Bond Registrar shall, however, be responsible for any representation in its certificate of authentication on Bonds.
- (11) The Village may remove the Bond Registrar at any time. In case at any time the Bond Registrar shall resign, shall be removed, shall become incapable of acting, or shall be adjudicated a bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Bond Registrar or of the property thereof shall be appointed, or if any public officer shall take charge or control of the Bond Registrar or of the property or affairs thereof, the Village covenants and agrees that it will thereupon appoint a successor Bond Registrar. The Village shall give notice of any such appointment made by it to each registered owner of any Bond within twenty days after such appointment in the same manner, or as nearly the same as may be

practicable, as for a redemption of Bonds. Any Bond Registrar appointed under the provisions of this Section shall be a bank, trust company, or national banking association maintaining its principal corporate trust office in Illinois, and having capital and surplus and undivided profits in excess of \$10,000,000.

Section 23. Municipal Bond Insurance. In the event the payment of principal of and interest on the Bonds is insured pursuant to a municipal bond insurance policy (the “Municipal Bond Insurance Policy”) issued by a bond insurer (the “Bond Insurer”), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the Village and the Bond Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of the Bonds, subrogation of the rights of the Bondholders to the Bond Insurer when holding Bonds, amendment hereof, or other terms, as approved by the Mayor on advice of the Village Attorney, his approval to constitute full and complete acceptance by the Village of such terms and provisions under authority of this section.

Section 24. Reimbursement. None of the proceeds of the Bonds will be used to pay, directly or indirectly, in whole or in part, for an expenditure that has been paid by the Village prior to the date hereof except architectural or engineering costs incurred prior to commencement of any project or expenditures for which an intent to reimburse has been properly declared under or otherwise authorized by Treasury Regulations Section 1.150-2.

Section 25. Ordinance to Constitute a Contract. The provisions of this Ordinance shall constitute a contract between the Village and the registered owners of the Series 2011 Bonds. Any pledge made in this Ordinance and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the Village shall be for the equal benefit, protection and security of the owners of any and all of the Series 2011 Bonds. All of the Series 2011 Bonds, regardless of the time or times of their issuance, shall be of equal rank without preference, priority or distinction of any of the Series 2011 Bonds over any other thereof except as expressly provided in or pursuant to this Ordinance. This Ordinance shall constitute full authority for the issuance of the Series 2011 Bonds.

Section 26. Amendments of and Supplements to the Ordinance.

A. *Without Consent of Bondholders.* The Village may amend or supplement this Ordinance or the Series 2011 Bonds without notice to or consent of any Bondholder:

- (i) to cure any ambiguity, inconsistency or formal defect or omission,
- (ii) to grant for the benefit of the Bondholders additional rights, remedies, powers or authority,
- (iii) to provide for additional collateral for the Series 2011 Bonds or to add other agreements of the Village,

(iv) to modify this Ordinance or the Series 2011 Bonds to permit qualifications under the Trust Indenture Act of 1939 or any similar Federal statute at the time in effect, or to permit the qualification of the Series 2011 Bonds for sale under the securities laws of any state of the United States, or

(v) to make any change (including, but not limited to, a change to reflect any amendment to the Code or interpretations by the Internal Revenue Service of the Code) that does not materially adversely affect the rights of any Bondholder.

B. *With Consent of Bondholders.* If an amendment of or supplement to this Ordinance or the Series 2011 Bonds without any consent of Bondholders is not permitted by the preceding paragraph, the Village may enter into such amendment or supplement upon not more than sixty (60) and not less than thirty (30) days, notice to Bondholders and with the consent of the holders of at least a majority in principal amount of the Series 2011 Bonds then outstanding. However, without the consent of each Bondholder affected, no amendment or supplement may (i) extend the maturity of the principal of, or interest on, any Bond, (ii) reduce the principal amount of, or rate of interest on, any Bond, (iii) affect a privilege or priority of any Bond in a series over any other Bond or Bonds in the same series, (iv) reduce the percentage of the principal amount of the Bonds required for consent to such amendment or supplement, (v) impair the exclusion of interest on the Series 2011 Bonds from the federal gross income of the owner of any Bond, or (vi) eliminate any mandatory redemption of the Series 2011 Bonds or call for mandatory redemption or reduce the redemption price of such Series 2011 Bonds.

So long as the Bond Insurance Policy securing all of the Series 2011 Bonds outstanding is in effect, the Bond Insurer shall be deemed to be the registered owner of the Series 2011 Bonds secured thereby for the purpose of amending, modifying or supplementing this Ordinance, provided, however, the Bond Insurer shall not be deemed the registered owner of the Series 2011 Bonds with respect to any amendment or supplement described in clauses (i) through (vi) of the preceding paragraph.

C. *Effect of Consents.* After an amendment or supplement becomes effective, it will bind every Bondholder. For purposes of determining the total number of Bondholders' consents, each Bondholder's consent will be effective with respect to the Bondholder who consented to it and each subsequent holder of a Bond or portion of a Bond evidencing the same debt as the consenting holder's Bond.

D. *Notation on or Exchange of Bonds.* If an amendment or supplement changes the terms of the Bond, the Village may require the holder to deliver it to the Bond Registrar. The Bond Registrar may place an appropriate notation on the Bond about the changed terms and return it to the holder. Alternatively, if the Bond Registrar and the Village determine, the Village in exchange for the Bond will issue and the Bond Registrar will authenticate a new Bond that reflects the changed terms.

Section 27. Home Rule Authority. This Ordinance is prepared in accordance with the powers of the Village as a home rule unit under Article VII of the 1970 Illinois Constitution.

Section 28. Supplemental Documents. The Designated Officers are hereby authorized to execute or attest such documents as necessary to carry out the intent of this Ordinance, the execution of such documents to constitute conclusive evidence of their approval and approval hereunder.

Section 29. Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

Section 30. Repealer and Effective Date. All resolutions, ordinances, orders or parts thereof in conflict herewith be and the same are hereby repealed, and this Ordinance shall be in full force and effect forthwith upon its passage.

This Ordinance was passed and deposited in the office of the Village Clerk of the Village of Stickney this 19th day of July, 2011.



AUDREY McADAMS, Village Clerk

APPROVED by me this 19th
day of July, 2011.



DANIEL A. O'REILLY, President

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

CERTIFICATE


I, the undersigned, DO HEREBY CERTIFY that I am the duly qualified and acting Clerk of the Village of Stickney, Cook County, Illinois, and as such, I am the keeper of the records and files and am custodian of the seal of said Village.

I DO FURTHER CERTIFY that the foregoing is a complete, true, and correct copy of Ordinance No. 2011-17 entitled:

AN ORDINANCE PROVIDING FOR THE ISSUE OF NOT TO EXCEED \$2,400,000 GENERAL OBLIGATION BONDS, SERIES 2011, OF THE VILLAGE OF STICKNEY, COOK COUNTY, ILLINOIS, AND FOR THE LEVY OF A DIRECT ANNUAL TAX SUFFICIENT TO PAY THE PRINCIPAL AND INTEREST ON SAID BONDS

duly passed by not less than a majority of the Village Board of Trustees at its regular meeting held on July 19, 2011, approved by the President on said date, and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto affixed my official seal, signature and the corporate seal this 19th day of July, 2011.



Audrey McAdams
Village Clerk

(CORPORATE)
(SEAL)

ILLINOIS FOP LABOR COUNCIL

and

VILLAGE OF STICKNEY

**Patrol, Sergeants And Telecommunicators
FOP Lodge #242**

May 1, 2009 – April 30, 2014

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487
Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058
Web Address: www.fop.org
24-hour Critical Incident Hot Line: 877-IFOP911



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PREAMBLE

This Agreement is entered into by and between the Village of Stickney an Illinois Municipal Corporation (hereinafter referred to as Employer) and the Illinois Fraternal Order of Police Labor Council/Lodge # 242 (hereinafter referred to as Council). The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the 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 the parties to work together and to provide and maintain satisfactory terms and conditions of employment.

In consideration of the mutual promises, covenants and Agreements 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: Unit Description

The Employer hereby recognizes the Council as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on all matters relating to wages, hours and all other terms and conditions of employment for all employees in the bargaining unit as follows:

All full-time radio operators, and all full-time sworn peace officers in the Village of Stickney Police Department with the rank of Sergeant and below. Excluded from the bargaining unit are the Chief of Police, Captain of Police, Lieutenants and all managerial, supervisory and confidential employees and all other employees of the Village of Stickney, in accordance with the Illinois State Labor Relations Board case number RC-91-35.

Section 1.2: Part-Time Employees

The Employer may utilize the services of part-time employees to perform bargaining unit work in accordance with 65 ILCS 5/3-6-5, as amended with the following conditions:

Use of part-time employees will not result in any layoffs or reduction of the normal work hours or overtime hours worked by bargaining unit members, use of part time employees will not result in a reduction of bargaining unit members and use of part-time employees will not be increased when a reasonable need exists to increase the full time manpower of the police force.

Article II
COUNCIL DUES DEDUCTION

Section 2.1: Dues Deduction

During the term of this Agreement, the Employer will deduct from each employee's paycheck, the appropriate Council dues for each employee in the bargaining unit who has filed with the Employer a written authorization form. (Attached hereto as appendix A) The Employer shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Council.

The Employer agrees that during the term of this Agreement to provide newly hired employees with a dues deduction form within 10 days of their hire date and further agrees to notify the Council of any change in employee status including but not limited to new hires, resignations, etc. within 30 days of the effective date.

During the term of this Agreement, the Council may change the fixed, uniform dollar amount by providing the Employer 30 days notice of any such change.

If an employee has no earnings or insufficient earnings to cover the amount of dues deduction, the Council shall be responsible for the collection of that employee's dues. The Council agrees to refund to the employees, any amounts paid to the Council in error on account of this dues deduction provision. An employee may revoke their voluntary dues deduction by notifying the Council and the Employer by certified mail - return receipt requested and providing 30 days advance notice.

Section 2.2: Fair Share Deduction

During the term of this Agreement, employees covered by the terms of this Agreement, who are not members of the Council shall, commencing thirty (30) days after their employment begins, pay a fair share fee to the Council for collective bargaining and labor agreement administration services rendered by the Council. Such fair share fees shall be deducted by the Employer from the earnings of non-members and remitted to the Council. The Council shall submit to the Employer a list of members covered by this Agreement who are not members of the Council and an affidavit which specifies the amount of the fair share fee. The fair share fee shall not include contributions related to the election or support of any candidate for political office or for any member only benefit.

The Council agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in Chicago Teachers Union v Hudson, 106 US 1066 (1986), with respect to the constitutional rights of fair share payers.

Section 2.3: Indemnification

The Illinois Fraternal Order of Police Labor Council agrees to indemnify and hold harmless the Employer, it's elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article, or in reliance on any written deduction authorization furnished under this Article.

Article III
COUNCIL AND LOCAL LODGE RIGHTS

Section 3.1: Activity During Working Hours

Employees shall, after giving appropriate notice to the Employer, be allowed reasonable time off, with pay, during working hours to attend grievance hearings or grievance meetings, labor-management meetings, or other meetings with the Employer if by virtue of their position with the Council, their attendance is necessary.

Section 3.2: Access to Worksites by Council Representatives

The Employer agrees that a representative from the Council shall have reasonable access to the premises of the Employer upon appropriate notice to the Employer.

Section 3.3: Attendance at Meetings

The Employer agrees that the President, Vice-President and Secretary/Treasurer of the local lodge shall be permitted reasonable time off with pay if scheduled to work, and unpaid if not scheduled to work, to attend general, executive and special meetings of the local lodge, or Council, provided that at least 48 hours advance notice is given to the Employer, that the meetings are conducted within the Village of Stickney, and that it will not unreasonably interfere with the efficient operations of the police department.

Section 3.4: Delegates

Any employee(s) chosen as delegates to attend a Fraternal Order of Police or Illinois Fraternal Order of Police Labor Council seminar or meeting shall be allowed use of available time off options to attend any such meetings or seminars.

Article IV
NO STRIKE

Section 4.1: No Strike Commitment

Neither the Council, nor any employee will call, initiate, authorize, participate in, sanction, encourage or ratify any work stoppage, slowdown or withholding of services or any other job action related to a labor dispute.

Section 4.2: No Lockout

During the term of this Agreement, the Employer shall not instigate a lockout over a dispute with the Council.

Section 4.3: Resumption of Operations

In the event of action prohibited by Section 4.1 above, the Council shall immediately disavow such action and request the employees to return to work, and shall use its best efforts to achieve a prompt resolution of normal operations. The Council, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the terms of this Section. All employees who hold a position of authority in the Council, hold a position of special trust and have a responsibility to stay at work and use their best efforts to encourage other employees to return to work.

Section 4.4: Council Liability

Upon the failure of the Council to comply with the provisions of Section 4.3 above, any agent or official of the Council who is an employee covered by this Agreement may be subject to the provisions of Section 4.5 below.

Section 4.5: Discipline of Strikers

Any employee who violates the provisions of Section 4.1 of this Article shall be subject to discipline up to and including discharge. Any action taken against an employee who participates in action prohibited by Section 4.1 of this Article shall not be subject to the grievance procedure except that the issue of whether an employee in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

Section 4.6: Judicial Restraint

Nothing contained herein shall preclude either party from obtaining judicial restraint and damages in the event that either party violates this Article.

Article V

DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 5.1: Definition of a Grievance

A Grievance is defined as a dispute between the Employer and an employee or the Council regarding the application, meaning or interpretation of this Agreement.

Section 5.2: Representation

Grievances may be processed by the employee or the Council on behalf of an employee or group of employees. The Council may have the grievant or grievants present at any step of the grievance procedure, and the grievant is entitled to Council representation at any step of the grievance procedure. Discipline of Officers shall be in accordance with Section 5.4 of this Article. Discipline of civilian bargaining unit members consisting of oral or written reprimands, suspensions or discharge shall be subject only to the grievance procedure contained herein.

Section 5.3: Procedure

STEP 1

Any employee or Council representative who has a grievance, shall submit the grievance in writing (on the approved form attached hereto as appendix B) to the employee's immediate supervisor. The grievance shall contain a statement of facts and circumstances, the provision(s) of the Agreement alleged to have been violated, and the relief sought. All grievances shall be filed within ten (10) business days from the date of occurrence or ten (10) business days from the date which the grievant could reasonably have learned of the circumstances which give rise to the grievance. The immediate supervisor shall investigate the grievance and shall render a written response to the grievant within ten (10) business days after receipt of the grievance. Grievances not timely filed shall be deemed waived without precedence.

STEP 2

If no response is received or the grievance is not settled at step #1, and the grievant or the Council wishes to appeal the decision at step #2, the grievance shall be submitted in writing to the Chief of Police within ten (10) business days after receipt of the response at step #1, or when a response should have been received at step #1. The grievance shall set forth the facts and circumstances and shall state the reason for believing that the grievance was improperly denied at step #1. The Chief of Police shall then investigate the grievance, and shall hold a meeting with the parties involved, and a Council representative, at a reasonably convenient time, within ten (10) business days after receiving the grievance. The Chief of Police shall then respond to the grievance, in writing, within ten (10) business days after conducting such meeting.

STEP 3

If the grievance is not settled at step #2, or if no response is received from the Chief of Police, and the grievant wishes to appeal the decision, the grievance shall be submitted in writing to the Village President within ten (10) business days after receipt of the response from the Chief of Police or within ten (10) business days of when a response should have been received from the Chief of Police. The grievance shall state the reason for believing that the grievance was improperly denied at step #2. The Village President shall then investigate the grievance and shall hold a meeting with the parties involved, and the Council, at a mutually agreed upon time, within ten (10) business days after receiving the grievance. Thereafter, the Village President shall respond to the grievance in writing, within five (5) business days after conducting the meeting.

STEP 4

If the grievance is not settled at step #3, and the Council wishes to appeal the grievance, it may refer the matter to arbitration within ten (10) business days of receipt of the Village President's response at step #3, or when a response should have been received at step #3. The arbitration shall proceed in the following manner:

A. A representative of the Employer and the Council shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. Each party shall have the right to reject one list in its entirety. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the Employer and the Council. The Employer shall be the first to strike. The person whose name remains on the list shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Council. The letter shall request the arbitrator to set a time and place for hearing the grievance, subject to availability on the part of the Employer and the Council. Hearings shall be conducted in the Village of Stickney, unless otherwise mutually agreed.

B. Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator. The Employer and the Council shall have the right to require the presence of witnesses and documents with each party bearing their own expense. The expenses and fees of arbitration and the cost of the hearing room shall be shared equally between the Employer and the Council. Cost of arbitration shall include the arbitrators fees, room cost and transcription costs.

C. The decision and award of the arbitrator shall be made within thirty (30) days following the end of hearings or the submission of briefs, whichever is later and shall be final and binding on the parties involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall have the ability to hear more than one (1) grievance.

Section 5.4: Discipline of Sworn Officers

The parties agree that the Chief of Police (or the Chief's designee) shall have the right to suspend a non-probationary Officer for up to thirty (30) calendar days or dismiss a non-probationary Officer for just cause, without filing charges with the Village Board of Fire and Police Commissioners. Neither the Police Chief nor the Village or their agents will file charges asking the Board of Fire and Police Commissioners to impose discipline on any non-probationary Officer; instead, all such discipline shall be imposed by the Police Chief or his designee.

The decision of the Police Chief or the Chief's designees with respect to the suspension or dismissal action shall be deemed final, subject only to the review of said decision through the grievance and arbitration procedure. The sole recourse for appealing any such decision by the Chief of Police shall be for the Officer to file a grievance as described herein.

If the Officer elects to file a grievance as to his or her suspension or dismissal, the grievance shall be processed in accordance with this Article of this Agreement, except that it shall be filed at Step 4 of the procedure. If the grievance proceeds to arbitration and the arbitrator determines that the disciplinary action was not supported by just cause the arbitrator shall have the authority to rescind or to modify the disciplinary action and order back pay, or a portion thereof. No relief shall be available from the Board of Fire and Police Commissioners with respect to any matter which is subject to the grievance procedure set forth in this Article of this Agreement. Any appeal of an arbitrator's award shall be in accordance with the provisions of the Uniform Arbitration Act as provided by Section 8 of the IPLRA. The Board of Fire and Police Commissioners is divested of any and all jurisdiction and authority to hear and determine disciplinary charges, including discharges, of any bargaining unit employee.

Pursuant to Section 15 of the ILPRA and 65 ILCS Sec. 10-2.1-17, the parties have negotiated an alternative procedure for resolving discipline based on the grievance and arbitration provision of this Agreement, and the foregoing provisions with respect to the appeal and review of any suspension or discharge decisions shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be available under the Rules and Regulations of the Village Board of fire and Police Commissioners.

Discipline of probationary officers, as well as any verbal warnings, written reprimands or written warnings shall not be subject to the grievance and arbitration procedure.

Article VI **SENIORITY**

Section 6.1: Seniority Defined

Seniority is defined as an employees continuous length of full time service within the Police Department, including radio dispatch service, (except for creditable time towards pension and placement on wage scale). Seniority shall be used when determining layoffs, vacation preferences, and all other past practices in which seniority is a factor. Unpaid Leaves exceeding thirty (30) days shall be deducted from the total accumulated days of full time service in determining seniority except Military leaves, leaves in accordance with the Family and Medical Leave Act, or leaves resulting from duty related injuries when not covered by pension. If hired on the same date, ranking on the eligibility list shall establish seniority, with the employee higher ranking being the most senior.

Article VII **EMPLOYEE RIGHTS**

Section 7.1: Personal Assets

No employee shall be required or requested to disclose any item of his property, income, assets, source of income or assets, debts or personal or domestic expenditures (including those of any member of his family or household) unless such information is necessary in an internal investigation with regards to the employee's assets.

Section 7.2: Release of Information

No photograph or personal information will be disclosed by the Employer to the Media or general public at any time during the term of this contract, unless the employee approves of such disclosure in advance of its release. Such disclosures will also include an employee's home address and home telephone number.

Section 7.3: Testimony

The Employer shall not compel an employee under investigation to speak to, testify before, or be questioned by any civilian review board EXCLUDING: The Stickney Board of Fire and Police Commissioners.

Section 7.4: Investigation of Employee

In any "informal inquiry" whether written or oral, as that term is defined in 50 ILCS 725/1 et. seq., affected employees will be told the purpose of the inquiry prior to such questioning. In addition, in any meeting called by command or supervisory personnel, in which an employee reasonably believes that discipline will result from the meeting, the employee may request that a representative of his choosing be present. The Law Enforcement Officer's Bill of Rights shall apply to any inquiry which may lead to disciplinary action, and shall be incorporated herein as Appendix "C".

Section 7.5: Replacement of Personal Property

The Employer agrees to repair or replace corrective lenses, prescription sun glasses, wrist watch or other item of personal property which is worn or carried by the employee, and which is not prohibited by the Employer when same is damaged or destroyed as the result of the employee's performance of duty. Such claims shall be documented by the employee to the appropriate supervisor and shall be limited to \$300.00 per occurrence and maximum of \$900.00 per 12 month period beginning on the date of first reported occurrence. Restitution for any employee's losses shall be on the basis that the employee was not negligent and further that the damage was caused solely in the performance of his official act. In the event that any restitution is made, the Employer shall be subrogated for the amounts fully paid to the employee under this Section.

Article VIII **NON-DISCRIMINATION**

Section 8.1: Equal Employment Opportunity

The Employer will continue to provide equal employment opportunity for all employees covered by the terms of this Agreement, and shall develop or maintain and apply equal employment practices.

Section 8.2: Non-Discrimination

The Employer shall not discriminate against employees, and employment related decisions will be based on qualifications and predicted performance in a given position without regard to race, color, sex, disability, religion or National origin of the employee. Nor shall the Employer discriminate against employees as a result of membership in the Council.

Section 8.3: Use of Masculine Pronoun

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

Article IX IMPASSE RESOLUTION

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as may be amended from time to time (5 ILCS 315/14), or as may otherwise be mutually agreed.

Article X LABOR-MANAGEMENT CONFERENCE

Section 10.1: Labor/Management Meetings

The 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 local Lodge representatives (FOP Labor Council representatives as may be required) and responsible representatives of the Employer. Such meetings may be requested at least seven (7) days in advance, or less if necessary, by either party by placing in writing a request to the other a "labor management conference" and expressly providing the agenda for such meeting. Such meetings and locations shall be limited to:

- (a) Discussion on the implementation and general administration of this Agreement.
- (b) A sharing of general information of interest to the parties.
- (c) Notifying the Council of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.

Section 10.2: Meetings Exclusive of Grievance Process

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "labor-management conferences," nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 10.3: Attendance at Labor/Management Meetings

Attendance at labor-management conferences shall be voluntary on the employee's part. Attendance at such conference shall not interfere with required duty time, and attendance, if during duty time, is permitted only upon reasonable notice to and prior approval of the employee's supervisor. Supervisors shall approve attendance subject to emergency and manpower needs of the department. Employees attending a labor-management conference while on duty shall suffer no loss in pay during approved attendance. Employees attending such conferences shall be limited to three. Meetings shall be conducted within the Village of Stickney and shall not unreasonably interfere with the efficient operations of the police department.

Article XI **DRUG TESTING**

Section 11.1: Policy

It is the policy of the Village that the public has the reasonable right to expect persons employed by the Village to be free from the effects of drugs and alcohol. The Village, as the Employer, has the right to expect its employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any established rights of the employees.

Section 11.2: Prohibition

Employees shall be prohibited from:

- (a) consuming or possessing alcohol or illegal drugs (unless in accordance with duty requirements) at any time during the work day or anywhere on any Village premises or job sites, including all Village buildings, properties and vehicles.
- (b) illegally selling, purchasing or delivering any illegal drug (unless in accordance with duty requirements) during the work day or on the Employer's premises;
- (c) being under the influence of alcohol or illegal drugs during the course of the work day;
- (d) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Section 11.3: Drug and Alcohol Testing Permitted

Where the Village has reasonable suspicion to believe that an employee is then under the influence of alcohol or illegal drugs during the course of the work day, the Village shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. At least one supervisor must certify his reasonable suspicions concerning the affected employee prior to any order to submit to the testing authorized herein. There shall be no random or unit wide testing of employees, except random testing of an individual employee as authorized in Section 11.8 below. The foregoing shall not limit the right of the Village to conduct tests as it may deem appropriate for persons seeking employment as employees prior to their date of hire.

Section 11.4: Order to Submit to Testing

At the time an employee is ordered to submit to testing authorized by this Agreement, the Village shall provide the employee with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The employee shall be permitted to consult with a representative of the Labor Council at the time the order is given. Testing shall not be unreasonably delayed by reason of the employee's inability to consult legal counsel or labor representatives. No questioning of the employee shall be conducted without first affording the employee the right to Labor Council representation and/or legal counsel. Refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

Section 11.5: Tests to be Conducted

In conducting the testing authorized by this Agreement, the Village shall:

- (a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the Substance Abuse and Mental Health Services Administration (SAMHSA);
- (b) insure that the laboratory or facility selected conforms to all SAMHSA standards;
- (c) establish a chain of custody procedure for both the sample collection and testing that will insure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- (d) collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee;
- (e) collect samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable belief that the employee has attempted to compromise the accuracy of the testing procedure;
- (f) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- (g) provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the Village within seventy-two (72) hours of receiving the results of the tests;
- (h) require that the laboratory or hospital facility report to the Village that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Village inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the

nature or number of test administered), the Village will not use such information in any manner or forum adverse to the employee's interests;

(l) require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of .10 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive (Note: the foregoing standard shall not preclude the Village from attempting to show that test results between .05 and .10 demonstrate that the employee was under the influence.

(j) provide each employee tested with a copy of all information and reports received by the Village in connection with the testing and the results;

(k) insure that no employee is the subject of any adverse employment action except emergency temporary reassignment or relief from duty with pay during the pendent of any testing procedure. Any such emergency reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

Section 11.6: Right to Contest

The Labor Council and/or the employee, with or without the Labor Council, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the Grievance Procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impair any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Labor Council.

Section 11.7: Voluntary- Requests for Assistance

The Village shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Village may require reassignment of the employee with pay if he is then unfit for duty in his current assignment. The Village shall make available through its Employee Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Village, through whatever means, shall not be used in any manner adverse to the employee's interests, except reassignment as described above.

Section 11.8: Discipline

In the first instance that an employee tests positive on both the initial and confirmatory test for drugs or is found to be under the influence of alcohol, and any employee who voluntarily seeks assistance with drug and/or alcohol related problems, he shall not be subject to any disciplinary or other adverse employment action by the Village. The foregoing is conditioned upon:

- (a) the employee agreeing to appropriate treatment as determined by the physician(s) involved;
- (b) the employee discontinues his use of illegal drugs or abuse of alcohol;

(c) the employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve months;

(d) the employee agrees to submit to random testing during hours of work during the period of "after-care." Employees who do not agree to or who do not act in accordance with the foregoing, or test positive a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the Village to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of a police employee or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence, at the employee's option, pending treatment. The foregoing shall not limit the City's right to discipline employees for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

Article XII

LAYOFF

Section 12.1: Layoff Procedure

The Employer in its discretion shall determine when and whether layoffs are necessary. If the Employer so determines, employees covered by this Agreement will be laid off in accordance with their length of service with the Employer as provided in 65 ILCS 5/10-2.1-18. All employees and the Labor Council shall receive notice in writing of the layoffs at least fifteen (15) days in advance of the effective date of the layoff. The Employer shall not hire or contract out other parties to perform the duties that employees perform while there are bargaining unit members on layoff.

Section 12.2: Recall

Employees who are laid off shall be placed on a recall list for a minimum period of Two (2) years. If there is a recall, employees who are still on the recall list shall be recalled in the reverse order of their layoff. Employees who are eligible for recall shall be given fifteen (15) days calendar notice thereof by Certified or Registered Mail, return receipt requested, with a copy to the Council. The employee must notify the Chief of Police or his designee of his intention to return to work within seven (7) days after receiving a notice of recall. If an employee fails to timely respond to the recall notice, his name shall be removed from the recall list.

Article XIII

EMPLOYEE SECURITY

Section 13.1: Relief from Duty

No employee covered by the terms of this Agreement shall be suspended, relieved from duty or disciplined in any manner without just cause.

Section 13.2: Inspection of Personnel Files

The Employers personnel files and disciplinary history files (EXCLUDING The Board of Fire and Police Commission files), relating to any employee shall be open and available for inspection (on request form attached Appendix "E") by the affected employee, or his authorized representative, during regular business hours. An employee may request that a copy of any of the documents in his/her personnel file be copied, (one (1) per year at no expense) to the employee. Investigative files which relate to on-going investigations shall not be available for inspection until after the investigation has been completed or the adjudication of related charges, whichever is later.

Section 13.3: Material not Available for Inspection

It is agreed that any material and/or matter not available for inspection, except as it relates to on-going investigations such as provided in Section 2 above, shall not be used in any manner or any forum adverse to the employee's interest. EXCLUDING The Board of Fire and Police Commission files.

Section 13.4: Use of Unfounded or Exonerated Material

Any information of an adverse employment nature which may be contained in any unfounded, exonerated or otherwise not sustained file, shall not be used against the employee in any future proceedings, and such materials shall be permanently removed from the employees personnel records.

Article XIV **INDEMNIFICATION**

Section 14.1: Indemnification

The Employer shall be responsible for, hold employees harmless from and pay for damages or monies which may be adjudged, assessed or otherwise levied against any employee covered by this Agreement, subject to the conditions set forth in Section 14.3 of this Article, pursuant to 65 ILCS 5/1-4-6.

Section 14.2: Legal Representation

Employees shall have legal representation by the Employer in any civil cause of action brought against an employee resulting from or arising out of the performance of duties.

Section 14.3: Employees to Cooperate

Employees shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article. The Employer will provide the protections set forth in Section 14.1 and Section 14.2 above, so long as the employee is acting within the scope of his employment and where the employee cooperates, as defined in Section 14.3, with the Employer in defense of the action or actions or claims.

Article XV
SAFETY ISSUES

Section 15.1: Safety Meetings

The Chief of Police or his designee will meet with the Council, to discuss safety issues. Meetings with the Council, may be called by either party, which will be submitted in writing by the party calling the meeting.

Any report or recommendation which may be prepared by the Council, or designee(s) of the Chief of Police as a direct result of these meetings will be in writing and copies submitted to the Chief of Police and the representative of the Council.

Section 15.2: Defective Equipment

No employee shall be required to use any equipment that has been designated by both i the Council, and the Employer as being defective because of a disabling condition unless the disabling condition has been corrected.

When an assigned department vehicle is found to have a disabling defect or is in violation of the law, the employee will notify his supervisor, complete required reports, and follow the supervisor's direction relative to requesting repair, replacement, or the continued operation of said vehicle.

Article XVI
BULLETIN BOARDS

The Employer shall provide the Council and local Lodge with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available, upon which the local Lodge or Council may post its notices. Such Bulletin Board(s) to be located in a conspicuous place.

Article XVII
GENERAL PROVISIONS

Section 17.1: Authorized Representative Visits

Authorized representatives of the National or State Lodge and the Labor Council shall be permitted to visit the Department at reasonable times during the work day to talk with employees of the local lodge and/or representatives of the Employer concerning matters covered by the Agreement. The Chief or his designee shall be advised in advance of all such visits.

Section 17.2: Examination of Records

The Council or a representative shall have the right to examine time sheets and other, records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with the employee's consent.

Section 17.3: Exposure to Diseases

The Employer agrees to provide for inoculation or immunization shots for employees or members of an employee's immediate family when such becomes necessary as a result of said employee's exposure to contagious diseases where said employee has been exposed to said disease in the line of duty, excluding common colds and flu virus.

Section 17.4: Funeral Expenses

The Employer agrees to help defray funeral and burial expenses of any employee of the Police Department killed in the line of duty and will pay Ten Thousand dollars (\$10,000.00) to the employee's named beneficiary within thirty 30 days of the employee's death. Such payment to be used solely towards the employee's funeral and burial expenses.

Article XVIII MANAGEMENT RIGHTS

The Village shall not be required to bargain over matters of inherent managerial policy, which shall include such areas of discretion or policy as the functions of the Village, standards of services, its overall budget, the organizational structure and selection of new employees, examination techniques and direction of employees. The Village, however, shall be required to bargain collectively with regard to policy matters directly affecting wages, hours and terms and conditions of employment as well as the impact thereon upon request by the Council or its representatives.

Article XIX MAINTENANCE OF STANDARDS

All economic benefits which are not set forth in this Agreement and are currently in effect shall continue and remain in effect for the term of this Agreement.

Article XX HOURS OF WORK AND OVERTIME

Section 20.1: Purpose of Article

This Article is intended as a basis of calculating hours of work per day, per week, establishing a work cycle, overtime and overtime payments.

Section 20.2: Work Schedules

The Chief of Police is solely responsible for the operation of the Police Department and its personnel. Notwithstanding that responsibility, the Village and the Union agree to the following method of shift assignments. Bargaining unit members shall be allowed to exercise their seniority for selection of shift assignments on an annual basis. The Police Chief or his designee shall conduct shift bids between October 1st and October 31st of each year by compiling a list of personnel seniority dates. Bargaining unit members shall then bid for their choices of shift starting times. They shall be given choices corresponding to the number of available positions for each shift starting time. Upon completion of the bidding process, shift assignments will be made according to seniority. Any shift transfers required as a result of this process shall take effect in January of each year. This provision does not apply to probationary officers. In consideration of operational

needs, specialties; such as detectives, breathalyzer operators, motorcycle officer and juvenile officers will be assigned their shift preference according to seniority, within their respective specialty, based on departmental seniority. For good cause, the Police Chief shall have the right to make necessary adjustments to the schedule to meet bona fide operational needs, provided such changes are not made arbitrarily or capriciously. Three (3) days notice shall be given to the officer and the union.

The Village shall post work schedules showing the shifts, work days and work hours to which bargaining unit members are assigned, at least sixty (60) days in advance.

Section 20.3: Hours of Work

An employees normal work day shall consist of eight (8) consecutive hours of work, the normal work week shall usually consist of forty (40) hours. Each eight (8) hour work day shall be interrupted by a thirty (30) minute paid lunch break and two (2) fifteen (15) minute coffee breaks.

Section 20.4: Compensatory Time

The Village agrees to grant compensatory time off in lieu of overtime payment at the employees discretion and at the same overtime rate. Compensatory time off may be accumulated to a maximum of 360 hours. Compensatory time off shall be granted at the employees request at such time and in such blocks as are mutually agreed between the employee and his immediate supervisor. Permission to use compensatory time shall not be unreasonably denied if operational needs will not be adversely affected. When compensatory time off is granted, the employee shall not be required to remain on standby status. All use of compensatory time shall be posted each month for all employees within the bargaining unit. In addition, on December 1st of each calendar year, all employees within the bargaining unit shall have the option of selling back to the Village up to forty (40) hours of compensatory time, for pay, at the appropriate straight time hourly rate of pay.

Section 20.5: Pyramiding

Compensation shall not be paid or compensatory time off taken more than once for the same hours under any provision of this Article or Agreement.

Section 20.6: Call Back

The term "call back" is defined as an official assignment of work which does not immediately precede or follow any employee's regularly scheduled working hours. Employees reporting back to work under the definitions of "call back" shall be compensated at a minimum of three (3) hours at the appropriate overtime rate or for the actual hours worked, whichever is greater. No call back shall be compensated unless such call back has been approved by a supervisor.

Section 20.7: Court Time

Employees required to attend court on their off duty time shall be compensated at the overtime rate or compensatory time off rate (at the employees option) with a minimum of three (3) hours or actual hours worked, whichever is greater.

Section 20.8: Overtime Compensation

All hours worked in excess of the normal eight (8) hours per day shall be compensated at the overtime rate of time and one half (1-1/2) times the employees regular hourly rate of pay or compensatory time equivalent (at the employees option) For purposes of calculating overtime, all compensated hours shall be considered hours worked.

Section 20.9: Overtime Assignment

Available overtime assignments will be distributed to employees in the following manner.

When the occasion for overtime arises, it shall be offered to the full-time bargaining unit members by seniority who are working at the time such assignment becomes available on the basis of job assignment (i.e.: dispatcher, patrol officer), if it is with sixteen (16) hours or less notice. The shift immediately preceding the shift where the overtime is required will be responsible for the first four (4) hours of overtime. The shift immediately succeeding the shift where the overtime is needed shall be responsible for the concluding four (4) hours of overtime. It shall be offered to the full-time bargaining unit member, of each respective shift, with the most seniority who shall have the right of first refusal. If refused, it shall then be offered to bargaining unit members in descending order of seniority. If the overtime assignment still remains available, the supervisor shall then require a member by inverse seniority (excluding probationary employees) to work the overtime.

When overtime becomes available and the Employer has over sixteen (16) hours notice, it shall be offered to the full-time bargaining unit members by seniority in the police department and in accordance with the paragraph set forth above.

All overtime shift assignments will be equally split among bargaining unit members in accordance with the policy above, when such overtime assignment will occasion the employee to work in excess of 12 consecutive hours on an 8 hour schedule day.

Section 20.10 Firearms Training or Qualifications

It is hereby agreed that for purposes of Department mandated firearms training or firearms qualifications, the Village will provide each officer all ammunition, to be used for such purposes, at no cost to the officer. The ammunition provided shall be for duty weapon only, unless mandated by the Department to qualify with an additional weapon, other than the duty weapon.

Article XXI **SICK LEAVE**

Section 21.1: Paid Sick Time

Employees shall receive paid sick time on an annual basis, in accordance with the employee's anniversary date and the schedule listed below:

<u>Years of Service</u>	<u>Sick Days</u>
3 Months-1 Year	6 work days
1 Year - 3 Years	15 work days
3 Years - 6 Years	17 work days
6 Years - 10 Years	25 work days
10 Years - 15 Years	33 work days
Over 15 Years	41 work days

Section 21.2: Illness Bank

If an employee suffers an illness or injury that exceeds the employees annual sick leave allowance for that year, the employee can elect to utilize his/her illness bank to provide paid sick leave to the employee for the duration of the illness or injury, or until such leave is exhausted, subject to the provisions set forth in Section 21.3.

All unused and accumulated paid sick time that remains in an employees annual allocation shall be placed in a separate illness bank for that employee. Such bank shall have a maximum allowance of 150 working days. At the employee's option, forty (40) days of unused sick time can be used toward retirement (but such time, if not utilized toward retirement, shall not be compensated for), provided that the employee, where reasonably practical, gives the Village six (6) months advance notice of his or her intent to retire. Any remaining sick time cannot be used toward retirement, and the employee will not be compensated for such remaining time upon his or her termination of employment.

Section 21.3: Use of Sick Time

Employees shall be allowed sick leave with pay on account of illness or injury otherwise than in the line of duty, according to the following provisions:

1. Personal illness or physical incapacity resulting from causes beyond the employee's control;
2. Forced absence, or an illness or injury of the employee's spouse or child, permanently residing in the employee's household that requires the employee's personal care and attention;
3. Enforced quarantine of the employee in accordance with community health regulations; or
4. Pregnancy

In order to become eligible for sick leave, an employee must promptly notify his/her office or immediate supervisor at least four (4) hours prior to the start of the employee's shift whenever practicable.

If the absence is more than three (3) days, a certification by a reliable physician must be filed with the Chief of Police. All certifications of illness must state the kind and nature of sickness and injury and that the employee has been incapacitated for work during said period of absence. When the absence exceeds thirty (30) days, a new certificate must be filed with the Chief of Police.

Absence for part of a day that is chargeable to sick leave in accordance with these provisions shall be charged proportionally in an amount not smaller than one half (1/2) day. Computation of sick leave shall not include regular days off or holidays.

Sick leave must not be abused. It is intended to cover genuine illness and is not to be used as a means of obtaining additional time off. Unless a good and sufficient reason from being absent from home is provided to the Chief of Police upon his request for just cause, the sick leave benefit for that particular day will be canceled.

Records of all credits and debits to the sick leave account of each employee will be kept by the employer. The amount of sick leave credit available for any employee shall be available for inspection by the employee upon request.

Article XXII
HOLIDAYS AND PERSONAL DAYS

Section 22.1: Holidays

The following holidays shall be recognized and observed as paid holidays for the purposes of this Section:

- | | |
|---------------------------|---------------------|
| A. New Years Day | G. Labor Day |
| B. Martin Luther King Day | H. Columbus Day |
| C. President's Day | I. Veteran's Day |
| D. Easter | J. Thanksgiving Day |
| E. Memorial Day | K. Christmas Eve |
| F. Independence Day | L. Christmas Day |

Section 22.2: Holiday Compensation

All employees shall receive eight (8) extra hours of pay, of which shall be added to their base salary, or compensation time off (at the employee's option) for each of the holidays listed in Section 22.1, whether or not the employee works on the holiday. In addition, employees working on any of the holidays provided for in Section 22.1 above shall receive time and one-half their straight time hourly rate of pay for all hours worked on paid days.

Section 22.3: Personal Days

In consideration of the employees who work a 6 day on, 2 day off work schedule, the Village agrees to grant each employee working such schedule twelve (12) personal days each year. The selection of personal days off will be authorized at 1 personal day per month, unless approved by a supervisor. Bargaining unit members selecting personal days off will be done in accordance with their seniority and unit of assignment.

Article XXIII
LEAVES OF ABSENCE

Section 23.1: Bereavement Leave

The Employer agrees to provide employees a leave of absence without loss of pay or benefits, as a result of a death in the employee's family. Such leave shall be for a period of three (3) consecutively scheduled days for the death of Spouse, Parents, Step Parents, Children, Step Children, Brothers, Sisters, and two (2) consecutively scheduled days for the death of Step Brothers, Step Sisters, Grandchildren, Grandparents, Mothers in Law, Fathers in Law, Brothers in Law and Sisters in Law.

Sick leave may be extended one (1) additional day by the Chief of Police upon request, for exceptional circumstances.

Section 23.2: Injury Leave

An employee who sustains an injury or illness arising out of and in the course of employment with the Village shall be covered by the provisions of 50 ILCS 345/1, and shall suffer no loss of benefits covered under this Agreement.

Section 23.3: Vacations

The following paid vacation leave schedule is in effect. Employees will make their vacation selections on the basis of departmental seniority within their assigned unit of work. (i.e.: patrol, dispatch, supervisors)

More than 1 Year but less than 2 Years	1 work week
More than 2 years but less than 5 years	2 work weeks
More than 5 years but less than 15 years	3 work weeks
More than 15 years but less than 20 years ..	4 work weeks
More than 20 years but less than 25 years ..	5 work weeks
25 years and over.....	6 work weeks

Section 23.4 Jury Duty

Any employee who is required to appear for or serve on a jury shall receive his/her regular pay and benefits while so serving but must remit to the Village any compensation received for such services.

Section 23.5 Light Duty

Employees who are physically unable to perform their normal job duties may be placed on light-duty assignments if the Chief determines that there is a light-duty assignment available at the time and the employee receives a medical release from his physician to perform such assignment. The length of time of such leave shall be within the discretion of the Chief of Police.

Section 23.6: Military Leave

An employee who is covered by the terms of this Agreement, who is a member of a Reserve force of the Armed Forces of the United States or the State of Illinois, and who is ordered by the appropriate authorities to attend training programs, perform other assigned duties or who should be called to active status, shall be granted a military leave of absence in accordance with Federal, State and Local Statutes, and no loss of benefits or seniority rights for the duration of their active duty status. Employees returning from Military Leave status shall be immediately returned to their position prior to their leave.

Article XXIV **EDUCATIONAL PROGRAM**

Section 24.1: Education Reimbursement

Employees covered by the terms of this Agreement who enroll in an accredited course of continued education, approved by the Chief of police, which would directly benefit the Employer, will be reimbursed for the actual cost of tuition, cost of books, materials and lab fees, up to a maximum of five hundred dollars (\$500.00) per semester upon successful completion of the course ("C" or better for graded courses, and a pass

for pass/fail courses), provided that such courses are taken outside their regular scheduled work period and when such fees are not compensated by another agency.

Section 24.2: Educational Leave Time

Employees who are covered by the terms of this Agreement and who are attending courses of continued education shall be afforded the opportunity to trade shifts or make other arrangements so that they may attend their educational courses, subject to the approval of the Chief of Police. The Employer will not unreasonably deny such requests provided that the Employer will not experience any overtime costs associated with efforts to assist the employees with the provisions of this Section.

Section 24.3: Annual Education Bonus

Employees who possess a bachelor degree or above in a police related field, from an accredited college or university, shall receive an annual bonus of three hundred dollars (\$300.00) payable on the 1st day of December of each year. Employees who possess an associates degree from an accredited college in a police related field shall receive an annual bonus of one hundred fifty dollars (\$150.00) payable on the 1st day of December of each year.

Article XXV RESIDENCY

Section 25.1: Residency

Employees shall be restricted to residing within thirty (30) miles of the Village of Stickney's municipal boundaries. The Village further agrees that pursuant to Section 14(p) of the IPLRA, impasses in any future contractual residency bargaining will be resolved in interest arbitration, using the procedures set forth in the IPLRA, as amended.

Article XXVI UNIFORM ALLOWANCE

Section 26.1: Uniform Compensation

The Employer agrees to provide a clothing allowance to all employees. The Employer shall pay annually to all employees, a clothing allowance as indicated:

<u>Rank</u>	<u>12/01/09</u>	<u>12/01/10</u>	<u>12/01/11</u>	<u>12/01/12</u>	<u>12/01/13</u>
Patrol Officer	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00
Sergeant	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00
Dispatcher	\$675.00	\$675.00	\$675.00	\$675.00	\$675.00

Payment shall be made on or before the first (1st) day of December of each year. In addition, the Employer will provide at no cost to the employee, a ballistic vest (minimum Level II-A) and replacement vest panels as recommended by the manufacturer, for the protection of those employees who are performing patrol or investigation duties. Employees so required shall be properly fitted for same.

Section 26.2: Uniform Changes

In addition to the above, the Employer agrees that any changes to the uniform presently being worn will be provided for by the Employer. This includes promotions and/or departmental uniform changes.

Section 26.3: Replacement of Damaged Clothing

The Employer agrees to replace the clothing of any employee which is damaged as a result of the employee's duties, excluding ordinary wear and tear. Such incident shall be documented to the employee's immediate supervisor. Restitution for any employee's losses shall be on the basis that the employee was not negligent and further that the damage was caused solely in the performance of his official act. In the event that any restitution is made, the Employer shall be subrogated for the amounts fully paid to the employee under this Section.

Article XXV11 **INSURANCE**

Section 27.1: Health Insurance

The Employer agrees to maintain the group hospital insurance policy currently in effect during the term of this Agreement. The Employer and the Council may mutually agree to changes in the program provider so long as the benefit levels remain substantially the same or improve. The Employer agrees to provide such health and hospital insurance to all employees covered by this Agreement and their dependents, paying a minimum of eighty-five percent (85%) of the premium costs.

No member shall be required to pay in excess of \$3250.00 per insurance calendar year for out of pocket medical expenses for a member or a member's family for in-network charges. The Village shall pay any additional out of pocket expenses for in-network charges to meet the maximum out of pocket expenses for a member or a member's family during any insurance calendar year, subject to the provisions of the health insurance policy providing for payment of reasonable and customary charges.

For out-of-network charges, the employee shall be responsible for out-of-pocket expenses in accordance with the provisions of the health insurance policy and the Village shall have no responsibility for out-of-network expenses. Notwithstanding the previous sentence, if the employee is unable to secure an in-network service provider or obtain health care benefits from an in-network source that reasonably meets the attending physician's directions and thus requiring the employee to go out-of-network, the parties agree that such costs will be the sole exception to the first sentence of this paragraph and such out-of-network costs shall be treated, for purposes of cost responsibility as if the in-network employee cap (\$3,250.00 for the employee or the employee's family) still applied.

It is understood that the employee shall pay fifteen percent (15%) of the monthly combined premium cost for his/her and dependent health insurance and dental coverage (as provided for in Section 27.3), and employee hereby agrees that such amounts may be deducted from his/her pay. Such combined deductions will not exceed a combined total as set forth below:

	<u>Single</u>	<u>Plus 1</u>	<u>Family</u>
January 1, 2009 – December 31, 2010	\$600.00	\$1,000.00	\$1,200.00
January 1, 2011 – December 31, 2012	\$850.00	\$1,500.00	\$1,700.00
January 1, 2013 – Term of Agreement	\$950.00	\$1,600.00	\$1,800.00

Section 27.2: Life Insurance

The Employer agrees to provide employees with life insurance in the amount of thirty thousand dollars (\$30,000.00).

Section 27.3: Dental Insurance

The Employer agrees to provide dental insurance for each employee and their family members and will pay a minimum of 90% (Effective January 1, 2007: 85%) of the premium cost.

Section 27 4: Insurance Committee

A joint committee comprised of two (2) members of the Council and two (2) members of the Village shall be maintained during the term of this Agreement. The committee shall be empowered to research available dental, optical and medical plans, to compare their costs, and to recommend to the Village, implementation of such a plan.

Section 27 5: Retirement Insurance

The Employer agrees to provide the same group hospital insurance policy currently in effect for active employees to employees who have retired in good standing and their spouses. The Employer agrees to provide such health and hospital insurance, paying one hundred percent (100%) of the premium costs for the employee's coverage only. For purposes of this Section only, "retired in good standing" shall mean at least twenty-five (25) years of full-time service with the Village of Stickney, with a minimum retirement age of fifty-five (55). Said insurance eligibility will expire upon the employee reaching medicare eligibility age, or if the employee has medical care coverage available to him or her from his or her employer.

Upon acquiring employment elsewhere and if the new employer offers medical health insurance which is equal to the Village health care plan, the employee shall then be ineligible for Village paid health insurance coverage.

When the retired or disabled employee is eligible for Medicare coverage, the retired or disabled employee shall no longer be eligible for the Village health medical plan, and in any case no later than the age of 65.

Section 27.6: Line of Duty Death Continuation

The Employer will provide the same group hospital insurance policy currently in effect for active employees to the surviving spouse and legal dependants of an employee who is killed in the line of duty. The Employer agrees to provide such health and hospital insurance, paying one hundred percent (100%) of the premium costs. Coverage will continue until the spouse remarries, becomes eligible for medicare insurance (no later than age 65) or is eligible for coverage at no cost through his or her employer. The Children shall remain covered until age 18 or high school graduation (whichever is later), or until age 22 if they are a full-time college student.

Section 27.7: Pre-Tax Premium Contribution

As soon as practicable, after the adoption of this Agreement, the Village shall implement a tax-deferral program, under Section 125 of the Internal Revenue Code, to permit employees covered by this Agreement the opportunity to defer the tax consequences of contributing to health insurance premiums.

Article XXVIII

WAGES AND COMPENSATION

Section 28.1: Wages

Effective on May 1, 2009, and each May 1st thereafter during the term of this Agreement the annual pay schedule for all employees covered by this Agreement shall be based on the following rates of pay:

<u>Rank/Time</u>	<u>Current</u>	<u>5/01/09</u> 1.5%	<u>5/01/10</u> 2.5%	<u>5/01/11</u> 2.5%	<u>5/01/12</u> 3.0%	<u>5/01/13</u> 3.0%
Patrol Officer						
Start	\$40,321	\$40,926	\$41,949	\$42,998	\$44,288	\$45,616
Compl. 1 yr.	\$50,414	\$51,170	\$52,449	\$53,761	\$55,374	\$57,035
Compl. 2 yrs.	\$56,899	\$57,752	\$59,196	\$60,676	\$62,496	\$64,371
Compl. 3 yrs.	\$60,628	\$61,537	\$63,076	\$64,653	\$66,592	\$68,590
Compl. 4 yrs.	\$62,448	\$63,385	\$64,969	\$66,594	\$68,591	\$70,649
Compl. 5 yrs.	\$64,946	\$65,920	\$67,568	\$69,257	\$71,335	\$73,475
Sergeant	\$71,439	\$72,511	\$74,323	\$76,181	\$78,467	\$80,821
Dispatcher						
Start	\$35,407	\$35,938	\$36,837	\$37,757	\$38,890	\$40,057
Compl. 1 yr.	\$40,818	\$41,430	\$42,466	\$43,528	\$44,834	\$46,179
Compl. 2 yrs.	\$42,214	\$42,847	\$43,918	\$45,016	\$46,367	\$47,758
Compl. 3 yrs.	\$43,481	\$44,133	\$45,237	\$46,367	\$47,758	\$49,191
Compl. 4 yrs.	\$45,220	\$45,898	\$47,046	\$48,222	\$49,669	\$51,159
Compl. 5 yrs.	\$47,029	\$47,734	\$48,928	\$50,151	\$51,656	\$53,205

For purposes of this Agreement, each employee shall receive retroactive pay starting on May 1, 2010, on all hours paid as of that date

Section 28.2: Longevity Pay

In addition to the pay schedules shown above, all employees shall receive an additional, annual longevity stipend added to their base pay as indicated:

<u>Rank</u>	<u>Compl. 10 Years</u>	<u>Compl. 15 years</u>	<u>Compl. 20 Years</u>
Patrol Officer	3% of annual salary	6% of annual salary	9% of annual salary
Sergeant	3% of annual salary	6% of annual salary	9% of annual salary
Dispatcher	3% of annual salary	6% of annual salary	10% of annual salary

Section 28.3 Acting Shift Commander

Patrol officers who are assigned to perform in a supervisory capacity shall, in addition to their regular pay, receive the sum of Effective May 1, 2006: two dollars and fifty cents (\$2.50); Effective May 1, 2007: two dollars and seventy-five cents (\$2.75); and Effective May 1, 2008: three dollars (\$3.00) per hour for each hour that they are performing their supervisory duties.

Section 28.4 LEADS Coordinator

The dispatch person assigned as LEADS coordinator shall in addition to his/her regular pay, receive the sum of \$1,400.00 added into the employees annual base salary.

Section 28.5 Corporal Pay

The current existing Corporal position shall be in accordance with the Village of Stickney's Corporal ordinance as it exists on 1/1/97, subject to the Village's discretion. Employees working in such capacity shall receive the sum of \$1,400.00 annually added into the employee's base rate of pay.

Section 28.6 Canine Unit

Officers assigned to the position of K-9 officer for the Village of Stickney Police Department shall receive a pay stipend of \$2500.00 annually, added to the employee's base rate of pay. This stipend is in lieu of any overtime or compensatory time that the K-9 officer may incur as a result of the officer having to care for the dog on off-duty hours

Hours spent in training in conjunction with the K-9 position shall be paid in accordance with all other existing provisions. There shall be a minimum of sixteen (16) hours of training per calendar month. Which hours shall be during the officer's regularly scheduled shift, unless such scheduling would unreasonably interfere with the efficient operation of the police department.

In addition, the K-9 officer shall be allotted time as needed during his regularly scheduled shift for the care and maintenance of the dog. Such time may occur at the beginning or end of the officer's shift

Section 28.7 Officers Who Have Completed Twenty (20) Years of Service

In addition to the salary amounts set forth in the base compensation section of this Agreement, eligible bargaining unit employees covered by this Agreement who have completed twenty (20) years or more of service shall receive three hundred dollars (\$300.00) each of the first two (2) full pay periods in the contract year (total; six hundred dollars (\$600.00)). the above two (2) full pay periods shall be in May of the contract year in which the officer is in his twenty-first (21st) year of service to the Village of Stickney. This amount is added to base salary attached to rank for all purposes and will increase the hourly rate for these two (2) full pay periods.

Eligible officers shall receive such longevity pay amounts for the first two (2) full pay periods after May 1st of each calendar year following the officer's twentieth (20th) year anniversary. (If the officer should retire during the pay period when the stipend occurs, the amount of the stipend shall be calculated as adding six hundred dollars (\$600.00) to the officer's base pay as indicated above.) At the conclusion of those two (2) full pay periods, officer's salaries shall be as set forth in the Base Compensation section of this Agreement until the

next successive year when such payment shall again be paid to eligible officers. (This longevity pay is in addition to any and all other longevity payments as set forth in this Agreement.)

Section 28.8 Vehicle Maintenance Officer.

Those officers assigned as the "Vehicle Maintenance Officer" shall receive two (2) straight time hours of compensatory time (time due) added to their compensatory time (time due) bank each month when performing said duties.

ARTICLE XXIX
SAVINGS CLAUSE

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE XXX
DURATION

Section 30.1: Term of Agreement

This Agreement shall be effective from May 1, 2009, and shall remain in full force and effect until April 30, 2014. It shall continue in effect from year to year thereafter unless a notice of demand to bargain is given in writing by Certified Mail to either party no earlier than one hundred twenty (120) days preceding expiration. The notice referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 30.2: Continuing Effect

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

In witness hereof, the parties hereto have affixed their signatures this 22nd day of July 2011.

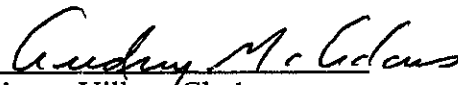
FOR THE EMPLOYER:



Daniel A. O'Reilly, Mayor


FOR THE COUNCIL:


Russell R. Vogt, Illinois F.O.P. Labor Council

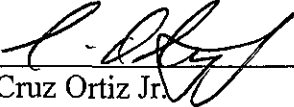
ATTEST:


Audrey McAdams, Village Clerk


David Gesiorski


Richard Jeczak


William A. Merrill Jr.


Cruz Ortiz Jr.

APPENDIX "A"

DUES AUTHORIZATION FORM

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL
974 CLOCKTOWER DRIVE
SPRINGFIELD, ILLINOIS 62704

I, _____, do hereby authorize my employer, _____, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my Employer named hereinabove to deduct from wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.

Date: _____ Signature: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704

(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction.

(use additional sheets where necessary)

Grievant's Name: _____
Last First M.I.

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____
Article(s) and Sections(s) of Contract violated: _____
Briefly state the facts: _____

Given To: _____ Date/Time: _____

FOP Representative Signature

Position

Date _____

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

FOP Representative Signature

Position

Date _____

[illegible]

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP THREE RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP FOUR RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative



ILLINOIS FRATERNAL ORDER OF POLICE

The Uniform Peace Officers' Disciplinary Act

"The Bill of Rights"

Effective Revision Date: 01/01/2004

The following is the text of the Uniform Peace Officers' Disciplinary Act, Chapter 50, §725/1 et seq., ILCS.

(50 ILCS 725/1) Short Title

This Act shall be known and may be cited as the "Uniform Peace Officers' Disciplinary Act".

(50 ILCS 725/2) Definitions

For the purposes of this Act, unless clearly required otherwise, the terms defined in this Section have the meaning ascribed herein:

(a) "Officer" means any peace officer, as defined by Section 2-13 of the Criminal Code of 1961, as now or hereafter amended, who is employed by any unit of local government or a State college or university, including supervisory and command personnel, and any pay-grade investigator for the Secretary of State as defined in Section 14-110 of the Illinois Pension Code, not including Secretary of State sergeants, lieutenants, commanders or investigator trainees. The term does not include crossing guards, parking enforcement personnel, traffic wardens or employees of any State's Attorney's office.

(b) "Informal inquiry" means a meeting by supervisory or command personnel with an officer upon whom an allegation of misconduct has come to the attention of such supervisory or command personnel, the purpose of which meeting is to mediate a citizen complaint or discuss the facts to determine whether a formal investigation should be commenced.

(c) "Formal investigation" means the process of investigation ordered by a commanding officer during which the questioning of an officer is intended to gather evidence of misconduct which may be the basis for filing charges seeking his or her removal, discharge or suspension in excess of 3 days.

(d) "Interrogation" means the questioning of an officer pursuant to the formal investigation procedures of the respective State agency or local governmental unit in connection with an alleged violation of such agency's or unit's rules which may be the basis for filing charges seeking his or her suspension, removal, or discharge. The term does not include questioning (1) as part of an informal inquiry or (2) relating to minor infractions of agency rules which may be noted on the officer's record but which may not in themselves result in removal, discharge or suspension in excess of 3 days.

(e) "Administrative proceeding" means any non-judicial hearing which is authorized to recommend, approve or order the suspension, removal, or discharge of an officer.

(50 ILCS 725/3) Interrogation of Officer

Whenever an officer is subjected to an interrogation within the meaning of this Act, the interrogation shall be conducted pursuant to Sections 3.1 through 3.11 of this Act.

(50 ILCS 725/3.1) Place of Interrogation

The interrogation shall take place at the facility to which the investigating officer is assigned, or at the precinct or police facility which has jurisdiction over the place where the incident under investigation allegedly occurred, as designated by the investigating officer.

(50 ILCS 725/3.2) Disclosure of Information to Subject of Interrogation Regarding Nature of Investigation and Complainants

No officer shall be subjected to interrogation without first being informed in writing of the nature of the investigation. If an administrative proceeding is instituted, the officer shall be informed beforehand of the names of all complainants. The information shall be sufficient as to reasonably apprise the officer of the nature of the investigation.

(50 ILCS 725/3.3) Time of Interrogation

All interrogations shall be conducted at a reasonable time of day. Whenever the nature of the alleged incident and operational requirements permit, interrogations shall be conducted during the time when the officer is on duty.

(Source: P.A. 83-981.)

(50 ILCS 725/3.4) Disclosure to Subject of Interrogation of Officer in Charge, Interrogators and Others Present

The officer under investigation shall be informed of the name, rank and unit or command of the officer in charge of the investigation, the interrogators, and all persons present during any interrogation except at a public administrative proceeding.

(50 ILCS 725/3.5) Duration of Interrogation Sessions

Interrogation sessions shall be of reasonable duration and shall permit the officer interrogated reasonable periods for rest and personal necessities.

(50 ILCS 725/3.6) Abusive and Offensive Language Prohibited at Interrogation

The officer being interrogated shall not be subjected to professional or personal abuse, including offensive language.

(50 ILCS 725/3.7) Record of Interrogation-Transcript

A complete record of any interrogation shall be made, and a complete transcript or copy shall be made available to the officer under investigation without charge and without undue delay. Such record may be electronically recorded.

(50 ILCS 725/3.8) Admissions; Counsel; Verified Complaint

(a) No officer shall be interrogated without first being advised in writing that admissions made in the course of the interrogation may be used as evidence of misconduct or as the basis for charges seeking suspension, removal, or discharge; and without first being advised in writing that he or she has the right to counsel of his or her choosing who may be present to advise him or her at any stage of any interrogation.

(b) Anyone filing a complaint against a sworn peace officer must have the complaint supported by a sworn affidavit.

(50 ILCS 725/3.9) Right to Counsel - Presence of Representative of Collective Bargaining Unit

The officer under investigation shall have the right to be represented by counsel of his or her choosing and may request counsel at any time before or during interrogation. When such request for counsel is made, no interrogation shall proceed until reasonable time and opportunity are provided the officer to obtain counsel.

If a collective bargaining agreement requires the presence of a representative of the collective bargaining unit during investigations, such representative shall be present during the interrogation, unless this requirement is waived by the officer being interrogated.

(50 ILCS 725/3.10) Admissions or Confessions Obtained in Violation of Law

Admissions or confessions obtained during the course of any interrogation not conducted in accordance with this Act may not be utilized in any subsequent disciplinary proceeding against the officer.

(50 ILCS 725/3.11) Polygraph or Chemical Tests

In the course of any interrogation no officer shall be required to submit to a polygraph test, or any other test questioning by means of any chemical substance, except with the officer's express written consent. Refusal to submit to such tests shall not result in any disciplinary action nor shall such refusal be made part of his or her record.

(50 ILCS 725/4) Constitutional and Legal Rights

The rights of officers in disciplinary procedures set forth under this Act shall not diminish the rights and privileges of officers that are guaranteed to all citizens by the Constitution and laws of the United States and of the State of Illinois.

(50 ILCS 725/5) Application of Act

This Act does not apply to any officer charged with violating any provisions of the Criminal Code of 1961, or any other federal, State, or local criminal law.

(50 ILCS 725/6) Superseding Provisions by Collective Bargaining Agreements

The provisions of this Act apply only to the extent there is no collective bargaining agreement currently in effect dealing with the subject matter of this Act.

(50 ILCS 725/7) Retaliatory Actions Prohibited

No officer shall be discharged, disciplined, demoted, denied promotion or seniority, transferred, reassigned or otherwise discriminated against in regard to his or her employment, or be threatened with any such treatment as retaliation for or by reason of his or her exercise of the rights granted by this Act.

ILLINOIS FOP LABOR COUNCIL

974 Clock Tower Drive

Springfield, IL 62704

(217) 698-9433 • (217) 698-9487 / FAX



ILLINOIS FOP LABOR COUNCIL

5600 South Wolf Road, Suite 120

Western Springs IL 60558

(708) 784-1010 • (708) 784-0058 / FAX

APPENDIX "D"

Memorandum of Understanding between The Village of Stickney and The Fraternal Order of Police Labor Council

In conjunction with and in consideration of the Agreement of the Parties on a successor Collective Bargaining Agreement for the term of May 1, 2009 through April 30, 2014, the Village of Stickney and the Fraternal Order of Police Labor Council hereby agree upon the Village's utilization of Auxiliary Police for the specific purposes herein below set forth:

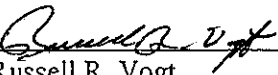
1. Park Patrol.
2. Power Shift.
3. Parking Violation Enforcement, at any time (Village Vehicle License; Street Sweeping; Prohibited Parking).
4. Traffic and Crowd Control at and for parades, picnics, or other public gatherings as approved and authorized by the Stickney Chief of Police, The Family Picnic and the St. Pius Battle of the Bands.
5. Halloween Detail.
6. Processing Minor Calls, e.g. Dog Calls, Parking Complaints, Noise Complaints.
7. Assisting regular officers on calls, as requested.
8. Assisting regular officers with the transport of prisoners, as requested, within the boundaries of the Village of Stickney.
9. Alley Patrol.
10. Closed Home Checks.
11. Building Permit enforcement at all times.
12. Catastrophic Incidents, e.g., Tornados, Airline Crashes, as approved and authorized by the Chief of Police, after all regular officers have been called for service.

The parties further agree that the utilization of Auxiliary Police for the above specified duties shall not be considered or construed to be an infringement upon bargaining unit work and shall not be subject to the Grievance Procedure set forth in the above referenced Collective Bargaining Agreement between the parties.

This Memorandum of Understanding shall continue in full force and effect until a future new successor Collective Bargaining Agreement shall have been agreed upon and put in place.

Agreed to and executed by the parties through their authorized representative, each acknowledging that they are fully authorized to execute this Memorandum of Understanding upon the dates specified below their signatures.

The Illinois Fraternal Order of Police
Labor Council

By 
Russell R. Vogt,
Field Representative

Dated: Aug 19, 2011

The Village of Stickney, Illinois

By 
Daniel A. O'Reilly, Mayor

Dated: Aug 16, 2011

APPENDIX "E"

FILE INSPECTION REQUEST FORM

Pursuant to Article XIII, Section 13.2 of our Collective Bargaining Agreement, which reads as follows:

Section 13.2: Inspection of Personnel Files

"The Employer's personnel files and disciplinary files (EXCLUDING The Board of Fire and Police Commission files), relating to any employee shall be open and available for inspection by the affected employee, or his authorized representative, during regular business hours. Investigative files which relate to on-going investigations shall not be available for inspection until after the investigation has been completed or the adjudication of related charges, whichever is later."

I _____ hereby formally request to inspect the above
(Print Name)
referenced files relating to myself and my employment.

Officer's or Telecommunicator's Name: _____
(Print)

Officer's or Telecommunicator's Badge#: _____

Date requested: _____

Date Inspected: (Employer) _____

Signature: (Employee) _____

EXHIBIT "1"

ACKNOWLEDGEMENT OF EXAMINATION

This is to certify that _____
employee name

was given a physical examination by me on _____, and I have discussed
the results of said examination with him/her.

Physician Signature

Address

Phone

Date

EXHIBIT "2"

Annual Employee Physical
VILLAGE OF STICKNEY

CONFIDENTIAL

Name: _____	
Name of Family Physician: _____	
Address: _____	Phone: _____

EXAMINING PHYSICIAN MUST COMPLETE THIS FORM

General Appearance: Good Fair Poor

Eyes RT _____ LF _____ With/Without Glasses

 Color _____ Evidence of Disease/Injury _____

 Field of View _____

Hearing RT _____ LF _____

Mouth _____

Throat _____

Thorax Heart _____ B/P _____

 Pulse _____ Lungs _____

Abdomen Scars _____ Abnormal Masses _____

 Tenderness _____ Hernia _____

Extremities Upper _____ Lower _____ Spine _____

Reflexes Romberg _____

 Pupillary _____

 Knee Jerks Right _____ Normal _____

 Left _____ Normal _____

Chest X-Ray _____

Urine Sugar _____ ALB _____ HGB _____

Spec. GR _____ HCT _____

EKG Report _____

I certify that I have examined the individual named above and have discussed the results of said examination with him/her.

PHYSICIAN SIGNATURE _____ DATE _____

NOTICE !

THE RESULTS OF THIS EXAMINATION CAN NOT BE RELEASED TO
ANYONE OTHER THAN THE PATIENT, UNLESS REQUESTED IN WRITING
BY THE PATIENT.

**Memorandum of Understanding between The Village of Stickney, Illinois
And The Illinois Fraternal Order of Police Labor Council**

In conjunction with and in consideration of the Agreement of the Parties on a successor Collective Bargaining Agreement for the term of May 1, 2009 through April 30, 2014, the Village of Stickney and the Illinois Fraternal Order of Police Labor Council hereby agree to adopt and continue the certain Side Letter Agreements from the previous Bargaining Agreement through the execution of this Memorandum of Understanding as fully set forth below:

Section 23.3 Vacations.

It is understood between the parties that with respect to vacations, the vacation selection period runs from January 1st to December 31st of each year.

Article 27 Insurance.

It is understood between the parties that the health care plan that is referred to is considered to be the State of Illinois, Local Government Health Plan which was in place on August 1, 1991.

Annual Physical Examinations.

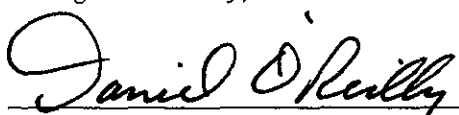
Employees of the bargaining unit may be subject to an annual physical examination on a group basis only and not randomly selected in accordance with the following guidelines:

- A. Physical examinations may be given once annually.
- B. Results of examinations will not be released to anyone except the employee.
- C. The Village will only be notified that the individual employee has reported for his/her examination. Results of any such examination will not be released to the Village
- D. Results of examinations will have no effect on employment status nor will any employee be disciplined in any fashion with respect to examinations.
- E. Any lab work performed will not include examination for drug/alcohol use.
- F. Examinations will be performed at the expense of the Village by a physician provided by the Village. Should the employee choose to see their personal physician, the Village will pay the amounts normally paid to their physician, to the employee's personal physician, and the Village will accept the employee's personal physician statement in place of the Village's physician.
- G. Employee will not be required to sign a waiver releasing the results of their examination.
- H. The attached forms (marked exhibit 1 and 2) are the accepted forms/regarding annual physical examinations.

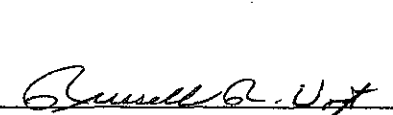
This Memorandum of Understanding shall continue in full force and effect until a future new successor Collective Bargaining Agreement shall have been agreed upon and put in place.

Agreed to and executed by the parties through their authorized representative, each acknowledging that they are fully authorized to execute this Memorandum of Understanding upon the dates specified below their signatures.

The Village of Stickney, Illinois

By: 
Daniel A. O'Reilly, Mayor

The Illinois Fraternal Order of Police Labor Council

By: 
Russell R. Vogt, Field Representative

Date: 7-22-11

Date: 7-26-11

**Memorandum of Understanding between The Village of Stickney, Illinois
and The Illinois Fraternal Order of Police Labor Council**


The parties agree that they may utilize the provisions of Article X to discuss the potential mid-term Implementation of three (3) matters: changes to the patrol & Telecommunicators schedules; expansion of The Section 125 tax-deferred plan; and retention of disciplinary records.

These meetings are not intended to be construed as "negotiations" and the impasse procedures under IPLRA and/or Article IX of this Agreement do not apply to these meetings should the parties be unable to reach concurrence of their discussions.

The Village of Stickney, Illinois

The Illinois Fraternal Order of Police Labor Council

By: 
Daniel A. O'Reilly, Mayor

By: 
Russell R. Vogt, Field Representative

Date: 7-22-11

Date: 7/26/11