

CASE SUMMARIES

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Police Pension/Administrative Review/Health Insurance Premiums for Police Officer Following Line Of Duty Pension

In the following case, the Illinois Appellate Court affirmed the Circuit Court and held that the police officer who pensioned out on an IOD was entitled to receive health insurance premiums from the Village after he was denied the benefit from his employer.

Senesev v. The Buffalo Grove Police Pension Board, No. 2-07-1017 (June 5, 2008)
Appellate Court of Illinois, Second District

Plaintiff, Christopher Senese, filed a complaint against defendant, the Village of Buffalo Grove (Village), seeking a declaratory judgment that the Village must pay health insurance premiums for plaintiff and his family pursuant to section 10 of the Public Safety Employee Benefits Act (Act) (820 ILCS 320/10 (West 2006)). Following a bench trial, the trial court entered judgment in plaintiff's favor. The Village argues on appeal that plaintiff was ineligible, as a matter of law, to receive benefits under the Act.

FACTS: On February 24, 2004, plaintiff was employed by the Village as a full-time police officer. On that date, plaintiff had been assigned to monitor traffic at the intersection of Half Day Road and Prairie Road. He did so from his squad car, which was parked at the side of Willow Parkway. While plaintiff was seated in the squad car, another vehicle struck it from behind. The driver of that vehicle was cited for driving with an obstructed windshield and failing to reduce speed to avoid an accident. As a result of the collision, plaintiff suffered injuries that disabled him from service as a police officer, and he was awarded a line-of-duty disability pension. Section 10 of the Act provides, in pertinent part:

"(a) An employer who employs a full-time law enforcement, correctional or correctional probation officer, or firefighter, who suffers a catastrophic injury or is killed in the line of duty shall pay the entire premium of the employer's health insurance plan for the injured employee, the injured employee's spouse, and for each dependent child of the injured employee until the child reaches the age of majority or until the end of the calendar year in which the child reaches the age of 25 if the child continues to be dependent for support or the child is a full-time or part-time student and is dependent for support. If the injured employee subsequently dies, the employer shall continue to pay the entire health insurance premium for the surviving spouse until remarried and for the dependent children under the conditions established in this Section.

(b) In order for the law enforcement, correctional or correctional probation officer,

firefighter, spouse, or dependent children to be eligible for insurance coverage under this Act, the injury or death must have occurred as the result of the officer's response to fresh pursuit, the officer or firefighter's response to what is reasonably believed to be an emergency, an unlawful act perpetrated by another, or during the investigation of a criminal act." 820 ILCS 320/10(a), (b) (West 2006).

Discussion: The term "catastrophic injury" has been construed to mean an injury entitling a police officer or firefighter to receive a line-of-duty disability pension. *Krohe v. City of Bloomington*, 204 Ill. 2d 392, 400 (2003); *O'Loughlin v. Village of River Forest*, 338 Ill. App. 3d 189, 197 (2003). To receive a line-of-duty disability pension, a police officer's disability must stem from a "sickness, accident or injury incurred in or resulting from the performance of an act of duty." 40 ILCS 5/3--114.1(a) (West 2006). The term "act of duty" is defined, in pertinent part, as "any act of police duty inherently involving special risk, not ordinarily assumed by a citizen in the ordinary walks of life." 40 ILCS 5/5--113 (West 2006). Because plaintiff received a line-of-duty disability pension, the Village concedes that he suffered a catastrophic injury within the meaning of section 10(a). The Village maintains, however, that plaintiff is ineligible for benefits under the Act due to section 10(b). Specifically, the Village contends that plaintiff's injury was not the result of an "unlawful act" within the meaning of section 10(b). The question presented is one of statutory construction and our review is de novo.

Court's Holding: Accordingly, we disagree with the Village's argument that reading the Act as a whole narrows the scope of the phrase "unlawful act." The motorist whose vehicle struck plaintiff's committed unlawful acts within the ordinary meaning of the phrase. For the foregoing reasons, the judgment of the circuit court of Lake County is affirmed