

MEMORANDUM OF AGREEMENT
BETWEEN
VILLAGE OF SCHAUMBURG, ILLINOIS
AND
METROPOLITAN ALLIANCE OF POLICE
SCHAUMBURG COMMAND OFFICERS
CHAPTER #219

MAY 1, 2018 – APRIL 30, 2021

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ARTICLE 1
PREAMBLE

This Agreement is entered into by and between the Village of Schaumburg, Illinois, an Illinois municipal corporation (hereinafter referred to as “Employer”) and the Metropolitan Alliance of Police Schaumburg Command Officers Chapter #219 (hereinafter referred to as the “Chapter”). It is the purpose of this Agreement and it is the intent of the parties hereto to establish and promote mutual harmonious understanding and relationships between the Village and the Chapter; to promote departmental efficiency and effectiveness, to establish wages, hours, fringe benefits and other terms and conditions of employment that will be in effect during the term of this Agreement for officers covered by this Agreement, and to provide for the prompt and peaceful adjustment and resolution of grievances concerning interpretation and application of this Agreement as provided herein.

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

ARTICLE 2
RECOGNITION

The Village recognizes the Chapter as the sole and exclusive bargaining representative for all sworn management and supervisory police officers above the rank of Patrolman and below the rank of Captain (hereinafter referred to as “Command Officers”), excluding persons holding exempt ranks of Captain and above, for the purpose of negotiations with respect to the rates of pay, wages, benefits and other conditions of employment exclusive of statutory requirements of the police pension and matters preserved to the Board of Fire and Police Commissioners.

ARTICLE 3
NON-DISCRIMINATION

Section 3.1. Non-Discrimination.

In accordance with applicable federal and state law, neither the Village nor the Chapter shall discriminate against officers because of race, color, sex, age, religion, national origin of the officer, or Chapter membership or non-membership.

Section 3.2. 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.

Section 3.3. Americans with Disabilities Act.

Notwithstanding any other provisions of this Agreement, it is agreed that the Village has the right to take any actions that the Village determines are needed to be in compliance with the requirements of the Americans with Disabilities Act.

ARTICLE 4
MANAGEMENT RIGHTS

Section 4.1. Generally

It is understood and agreed that the Village possesses the sole right and authority to operate and direct the employees of the Village and its various departments in all aspects, including, but not limited to, all rights and authority exercised by the Village prior to the execution of this Agreement, except as modified in this Agreement. These rights include, but are not limited to:

The right to determine its mission, policies, and set forth all standards of service offered to the public;

To plan, direct, schedule, control and determine the operations or services to be conducted by the employees of the Village;

To determine the methods, means, number of personnel needed to carry out the department's mission;

To direct the working forces;

To hire and assign or to transfer employees within the department or police related functions;

To promote in accordance with the applicable provisions of the Illinois Municipal Code and the rules and regulations of the Village of Schaumburg Board of Fire and Police Commissioners;

To lay off employees pursuant to the provisions of Article 10 of this Agreement;

To make, publish, and enforce rules and regulations;

To introduce new or improved methods, equipment, or facilities;

To contract for goods and services;

To take any and all actions that may be necessary to carry out the mission of the Village and the police department in situations of civil emergency as may be declared by the President of the Board of Trustees, the Village Manager or Acting Village Manager, the Chief of Police, or Acting Chief of Police; provided that no right enumerated herein shall be exercised or enforced in a manner contrary or inconsistent with the provisions of this Agreement.

Section 4.2. Village Budget

The President and Board of Trustees have the sole authority to determine the purpose and mission of the Village and the amount of budget to be adopted thereto.

Section 4.3. Civil Emergencies

If in the sole discretion of the President and Board of Trustees or the Village Manager, it is determined that extreme civil emergency conditions exist, including, but not limited to, riots, civil disorders, tornado conditions, floods, or other similar catastrophes, the provisions of this Agreement may be suspended by the President of the Board of Trustees or the Village Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended; and that provisions of this section shall not limit an employee's right to invoke the grievance procedure or protections under the Bill of Rights.

ARTICLE 5 **DUES CHECKOFF AND FAIR SHARE**

Section 5.1. Dues Checkoff.

During the term of this Agreement the Village will deduct from each employee's biweekly paycheck the uniform, regular Chapter dues for each employee in the bargaining unit who has filed with the Village a lawfully written authorization form. The Village shall remit such deductions monthly to the Metropolitan Alliance of Police at the address designated by the Chapter.

The actual dues amount deducted, as determined by the Metropolitan Alliance of Police, shall be uniform for each employee in order to ease the Village's burden in administering this provision. The Metropolitan Alliance of Police may change the fixed uniform dollar amount once each year during the life of this Agreement by giving the Village at least thirty (30) days' notice of any change in the amount of the uniform dues to be deducted.

If any employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Chapter shall be responsible for collection of dues. The Metropolitan Alliance of Police agrees to refund to the employee any amounts paid to the Metropolitan Alliance of Police in error on account of this dues deduction provision.

Section 5.2. Fair Share.

During the term of this Agreement, employees who are not members of the Chapter shall, commencing thirty (30) days after their employment or thirty (30) days after the effective date of this Agreement, whichever is later, pay a fair share fee to the Chapter for collective bargaining and contract administration services rendered by the Chapter as the exclusive representative of the employees covered by said Agreement, provided fair share fee shall not exceed the dues attributable to being a member of the Chapter. Such fair share fees shall be deducted by the Village from the earnings of non-members and remitted to the Metropolitan Alliance of Police. The Chapter shall periodically submit to the Village a list of the members covered by this Agreement who are not members of the Chapter and an affidavit which specifies the amount of

the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit.

The Metropolitan Alliance of Police and the Chapter agree 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 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payors. Accordingly, the Metropolitan Alliance of Police and the Chapter agree to do the following:

1. Give timely notice to fair share fee payors of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.
2. Advise fair share fee payors of an expeditious and impartial decision-making process whereby fair share fee payors can object to the amount of the fair share fee.
3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payors to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Metropolitan Alliance of Police and the Chapter with respect to fair share fee payors as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Chapter. If the affected non-member and the Chapter are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

Section 5.3. Indemnification.

The Metropolitan Alliance of Police and the Chapter shall indemnify and hold harmless the Village, its 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 Village for the purpose of complying with the provisions of this Article, or in reliance on any written checkoff authorization furnished under any of such provisions, provided that the Village does not initiate the action.

ARTICLE 6
NO STRIKE/NO LOCKOUT

Section 6.1. No Strike Commitment.

Neither the Metropolitan Alliance of Police, the Chapter nor any of its officers, agents, or any employee will call, institute, authorize, participate in, sanction, encourage, or ratify any strike, sympathy strike, work stoppage, or concerted slowdown, mass illness, sit-down or other concerted stoppage of work, or any unauthorized speed up or work to the rule situation or any other concerted refusal to perform proper duties or the concerted interference with, in whole or in part, the full, faithful and proper performance of the duties of employment with the Village, regardless of the reason for doing so. No employee covered by this Agreement shall refuse to cross any picket line, by whomever established, during their work time or in the performance of police-related duties.

Section 6.2. Discipline of Strikers.

Any command officer who violates the provisions of this Article may be subject to discipline. Any action taken by the Employer against any command officer who participates in an action prohibited by Section 6.1 shall not be considered a violation of this Agreement and shall not be subject to the provisions of the grievance procedure. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 6.3. Chapter Official Responsibility.

Each employee who holds the position of officer or representative of the Chapter occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In the event of a violation of Section 6.1 of this Article, the Metropolitan Alliance of Police and the Chapter agree to inform its members of their obligations under this Agreement and use its best efforts to achieve a prompt resumption of normal operations.

Section 6.4. No Lockout.

The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Chapter.

ARTICLE 7
RESOLUTION OF IMPASSE

The resolution of any bargaining impasse for a successor agreement shall be in accordance with the provisions of the Illinois Public Labor Relations Act and the rules and regulations of the Illinois State Labor Relations Board except as modified by the following:

1. The parties agree that the arbitration proceedings shall be heard by a single, neutral arbitrator. Each party waives the right to a three member panel of arbitrators as provided in the Act.

2. In the absence of agreement on a neutral arbitrator, the parties shall file a joint request with the American Arbitration Association (“AAA”) for a panel of seven (7) arbitrators from which the parties shall select a neutral arbitrator. The parties agree to request the AAA to limit the panel to members of the National Academy of Arbitrators. Both the Village and the Chapter shall each have the right to reject one panel in its entirety within seven (7) calendar days of its receipt and request that a new panel be submitted. The parties agree to engage in the AAA’s ranking process for purposes of determining which of the seven (7) arbitrators on the panel shall serve as the neutral arbitrator.
3. Within seven (7) calendar days of the service of a demand that the arbitrator selection process commence, the representatives of the parties shall meet and develop a written list of those issues that remain in dispute. The representatives shall prepare a Stipulation of Issues in Dispute for each party to then execute and for submission at the beginning of the arbitration hearing. The parties agree that only those issues listed in the Stipulation shall be submitted to the arbitrator for decision and award.
4. Not less than seven (7) calendar days prior to the date when the first day the arbitration hearings are scheduled to commence, the representatives of the parties shall simultaneously exchange in person their respective written final offers as to each issue in dispute as shown on the Stipulation of Issues in Dispute. The foregoing shall not preclude the parties from mutually agreeing to modify their final offers or to resolve any or all the issues identified as being in dispute through further collective bargaining.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 8.1. Definition.

A grievance is defined as a dispute or difference of opinion raised by an employee claiming that an express written provision of this Agreement has been violated, except that any dispute or difference of opinion concerns any matter or issue subject to the jurisdiction of the Schaumburg Fire and Police Commission shall not be considered a grievance under this Agreement, excluding only all employee disciplinary matters that are covered by Article 27 of this Agreement. Disciplinary grievances shall be filed directly at Step 2.

Section 8.2. Procedure.

It is to the benefit of both the Chapter and the Village of Schaumburg that issues falling under the jurisdiction of this Article be raised and settled in a prompt and timely fashion. Consequently, the following steps and time limitations shall be strictly followed:

- Step 1: An employee, who has cause to believe that the Village has violated a specific provision of this Agreement, shall submit a written memorandum detailing the grievance to the Chief of Police within fifteen (15) calendar days of the first event giving rise to the grievance, or within fifteen (15)

calendar days of when the employee, through the use of reasonable diligence, should have obtained knowledge of the first event giving rise to the grievance. The written memorandum shall contain the following information:

1. Date submitted in writing,
2. Date of alleged violation,
3. Specific contractual provision(s) alleged to have been violated,
4. Statement of factors giving rise to the dispute,
5. Signature of the aggrieved party(s). The written form shall be dated upon receipt by the Chief of Police. The Chief of Police shall meet with the employee(s) at a mutually satisfactory time within five (5) calendar days of the receipt of the written grievance. Following discussion of all facts and any investigation pertaining to the alleged violation, the Chief of Police shall respond in writing to the employee(s). The written response will be made no later than five (5) calendar days following the date of the discussion.

Step 2: If the employee is not satisfied with the answer from the Chief of Police in Step 1, he shall be entitled to advance the issue to the next step of the grievance procedure within three (3) calendar days from the date of receipt of the Chief of Police's written response. The issue at the second step shall be submitted in written form to the Village Manager or his designee in the same manner as set forth in step one, including also the response from the Chief of Police and the employee's points of disagreement and said response.

Within five (5) calendar days, or a mutually agreed upon date, following receipt of the written form, the Village Manager, or his designee, may schedule a meeting with the grievance, a Chapter representative desired by the grievant, and such other persons as the Village Manager shall determine appropriate to discuss the issue(s). The Village Manager or his designee shall direct a written response to the grievant which shall occur no later than ten (10) calendar days following the date the grievance was appealed to the Village Manager or the date on which the issue was discussed in the meeting described above if the Village Manager or his designee schedules such a meeting. If the issue is not satisfactorily resolved, the Chapter may advance the issue to arbitration, only if the Village has:

1. Failed to respond to the issue(s), or

2. Failed to accurately interpret the relevant specific provision(s) of this Agreement.

Such request will be made within ten (10) calendar days from the date of receipt of the Village Manager's response and will be made in writing to the Village Manager.

Section 8.3. Arbitration.

Within five (5) business days after Village Manager's receipt of the notice of arbitration from the Chapter, the parties shall attempt to agree upon an arbitrator. Said notice shall contain a full summary of the grievance, all responses made, and the basis of the Chapter's objection to the Village Manager's final answer. If the parties are unable to agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven arbitrators who are members of the National Academy of Arbitrators. The parties agree to separately rank the names of the arbitrators in order of preference (1 point for first preference, 2 points for second preference, etc.), provided that each party may strike or cross out not more than two (2) of the arbitrators on the panel before ranking the remaining arbitrators on the panel. After each party has completed its rankings, the parties shall simultaneously exchange their rankings and the arbitrator with the least number of points shall be the arbitrator. Either party, before exchanging rankings, shall have the right to reject one panel in its entirety.

The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of the parties' representatives. The Village and the Chapter shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Chapter retain the right to employ legal counsel.

The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

The fees and expenses of the arbitrator and the cost of a written transcript(s), if any, shall be divided equally by the parties. All other costs shall be paid by the party which incurs such costs.

Section 8.4. Limitations on Authority of Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been no response or a misinterpretation of the specific provisions of this Agreement. The arbitrator shall only be empowered to determine the issue raised by the grievance as submitted in writing at the first step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised unless the parties mutually agree otherwise. The arbitrator shall be without power to make any decision or award which is in any way contrary to or inconsistent with this Agreement or applicable rules and regulations of the Schaumburg Fire and Police Commission. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Schaumburg Fire and Police

Commission. Any decision or award of the arbitrator rendered within the limitations of this Section shall be binding on the Village, the Chapter, and the grievant.

Section 8.5. Chapter Grievances.

The Chapter shall have the right to submit a grievance at step one of the grievance procedure, but only if the grievance alleges a violation, misinterpretation or misapplication of any of the express jurisdiction of this Agreement that relates directly to the Chapter's rights. Any such grievance shall be submitted with the same time constraints and parameters as expressed within this Article.

Section 8.6. Miscellaneous.

No member of the bargaining unit who is serving in acting capacity as a Deputy Chief shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

ARTICLE 9 LABOR-MANAGEMENT CONFERENCES

The Chapter and the Village mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Chapter representatives and responsible administrative representatives of the Village. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a "labor-management conference" and expressly providing the agenda for such meeting. Such meetings and locations shall be limited to:

Discussion of the implementation and general administration of this Agreement.

A sharing of general information of interest to the parties.

Notifying the Chapter of changes of non-bargaining conditions affecting employment.

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

When absence from work is required to attend "labor-management conferences," Chapter members shall, before leaving their work station, give reasonable notice to and receipt approval, from their immediate supervisor, or Chief of Police, in order to remain in pay status. The Chief of Police shall approve the absence except in emergency situations.

ARTICLE 10
LAYOFF

Section 10.1. Layoffs.

Where there is an impending layoff with respect to the officers in the Chapter, the Village shall inform the Chapter in writing no later than thirty days prior to such layoff. The Village will provide the Chapter with the names of all employees by rank to be laid off prior to the layoff. Layoff shall be in accordance with Chapter 24, Section 10-2.1-18 of the Illinois Revised Statutes. Those laid off shall be notified in writing at least thirty calendar days in advance of the effective date of such layoff.

Section 10.2. Recalls.

Chapter employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled.

Employees who are eligible for recall shall be given five (5) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Chapter. The employee must notify the Chief of Police or his designee of his intention to return to work within three (3) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Chief of Police or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice as required above, his name shall be removed from the recall list.

ARTICLE 11
MAINTENANCE OF ECONOMIC BENEFITS

Unless otherwise provided elsewhere in this Agreement, all economic benefits which are not set forth in this Agreement and which are currently in effect as of May 1, 1995, shall remain in effect until such time as the Village shall notify the Chapter of its intention to change them and the parties have had an opportunity, if requested, to negotiate in good faith over the matter(s). If negotiations are requested and the parties are unable to reach agreement and are at impasse on the proposed change(s), then the dispute shall be subject to the Alternative Impasse Resolution Procedure set forth in Appendix B if either party so requests in writing within seven (7) days of the date on which either party declares in writing the existence of an impasse in the negotiations over the proposed change(s). If a timely request is submitted, the provision for mediation in Section 2(b) of the Alternative Impasse Resolution Procedure shall not be applicable. The provisions of this paragraph shall not be applicable to any new economic benefit that the Village may extend to bargaining unit employees after May 1, 1995, unless such benefits are negotiated into a subsequent Agreement.

Notwithstanding the provisions of the foregoing paragraph, the parties agree to the following:

1. The Village will no longer pay for meals if the training/program is within 15 miles of the Schaumburg Police Department or, regardless of the location of the program, if the sponsoring organization provides lunch/meals.
2. The Village retains the right to change the economic incentives of the safety award program.
3. The Village retains the right to change the economic incentives of the physical fitness program as long as some economic benefits are part of any revised program, including at least one paid day off if specified physical fitness standards are met.

ARTICLE 12

FIRE AND POLICE COMMISSION

The parties recognize that the Fire and Police Commission of the Village of Schaumburg have certain statutory authority over employees covered by this Agreement, including, but not limited to, promotions, demotions, and the right to make, alter and enforce various rules and regulations. Nothing in this Agreement is intended in any way to replace or diminish the statutory authority of the Fire and Police Commission. Notwithstanding any other provision of this Agreement, any dispute or difference of opinion concerning any matter or issue which is subject to the jurisdiction of the Fire and Police Commission, excluding only all employee disciplinary matters that are covered by Article 27 of this Agreement, shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

ARTICLE 13

SENIORITY

As used herein, the term “seniority” shall refer to and be defined as the continuous length of service in each given rank covered by this Agreement from the date of last appointment.

Section 13.1. Vacation Scheduling.

Command officers shall select the periods of their annual vacation on the basis of rank, seniority in rank, and assigned watch. Vacation schedules may be adjusted within operating divisions to accommodate seasonal operations, significant revision in organization, work assignments or the number of personnel in particular ranks as deemed necessary by the Chief of Police.

Section 13.2. Seniority List.

The Village shall prepare a list setting forth the present seniority dates of all command officers in each designated rank covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such list shall finally resolve all questions of seniority affecting officers covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved by the Chief of Police.

Section 13.3. Termination of Seniority.

Seniority shall be terminated when an employee (1) is laid off pursuant to the provisions of the applicable agreement a period of two (2) years, or (2) accepts gainful employment while on an approved leave of absence from the police department, or (3) is absent for three consecutive scheduled work days without proper notification or authorization. Under these terms and conditions as so indicated, the employee waives all rights for a grievance remedy under the terms of this Agreement.

Section 13.4. Unpaid Leave.

Seniority - Employees will not continue to accrue seniority credit when on authorized unpaid leave of absence. However, the employee may continue to participate in the group insurance plans by paying the entire monthly premium.

Section 13.5. Seniority Upon Return from Layoff.

When an employee with recall rights returns from a layoff, his seniority shall be his length of service up to the date of the layoff.

ARTICLE 14
HOURS AND OVERTIME

Section 14.1. Application of Article.

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

Section 14.2. Work Day and Work Week.

All time in excess of hours worked in the normal work cycle, forty (40) hours over the 7-day work cycle, shall be compensated as provided in Section 14.3. Hours worked shall include all hours for which an employee is off on paid leave (e.g., furlough, jury leave, compensatory time off, sick leave, etc.). An employee's normal work week shall consist of five (5) eight (8) hour days in the seven-day period, Sunday through Saturday.

The normal work year for sergeants and lieutenants assigned to the Patrol Division shall consist of an average of 2,080 hours. The normal work cycle for such employees shall consist of six (6) eight and one-half (8 ½) hour days in a nine-day period. Included in the annual hours of work are fifteen (15) hours of training that will be scheduled during the calendar year by the Chief of Police or designee and, notwithstanding anything to the contrary herein, shall be paid at the employee's straight-time hourly rate of pay. In recognition of the additional responsibilities that patrol sergeants and lieutenants assigned to a 6/3 work schedule have with respect to roll calls and closing out shifts, effective January 1, 2005, the fifteen (15) hours of training per year that was implemented with the adoption of said 6/3 work schedule will be eliminated.

Each employee shall be allowed a thirty (30) minute meal period per tour of duty. This meal period shall be considered out of service time during which the employee will be subject only to emergency calls. Employees will be allowed to take two (2) coffee breaks of fifteen (15) minutes duration each, with one break during the first half of the shift and one break during the second half of the shift. Officers on break shall remain available for any and all calls for service and respond accordingly.

Section 14.3. Overtime Payment.

For all officers who are not assigned to a 6/3 schedule, all overtime in excess of the hours required for an employee by reason of the employee's regular duty (normally 8 hours per scheduled shift day or in excess of 40 hours worked in a 7 day tour of duty), whether of an emergency nature or of a non-emergency nature, shall receive one and one-half (1-1/2) times their actual hourly rate of pay.

For all patrol sergeants and lieutenants who are assigned to a 6/3 schedule, all overtime in excess of the hours required of an employee by reason of the employee's regular duty (normally 8 ½ hours per scheduled shift day or in excess of 51 hours worked in a 9 day tour of duty) shall be paid at one and one-half (1 ½) times an employee's actual hourly rate of pay.

The Chief of Police shall not arbitrarily schedule disciplinary time off for the specific purpose of avoiding the payment of overtime.

Compensatory time may be paid in lieu of overtime payment if the employee in his discretion so elects. Compensatory time will be calculated at the same rate as overtime pay. Overtime rate shall be computed on the basis of completed fifteen (15) minute segments. Compensatory time may be accumulated with a maximum carry-over ceiling of 48 hours. All compensatory time accumulated in excess of 48 hours, and not utilized by April 1st of any given fiscal year, shall be paid off at the overtime rate.

Compensatory time shall be granted at such times and in such time logs as are mutually agreed upon between the involved command officer and a supervisor; permission to utilize compensatory time shall not be unreasonably denied by the supervisor if operational requirements will not be adversely affected. Except as provided in Section 17.5 (Personal Days) and Article 18 (Vacations), compensatory time shall be granted in minimum of one-hour increments.

In the event an emergency is declared by the Employer as many of the employees shall be continued on duty for such number of hours as may be necessary.

Section 14.4. Work on Seventh Day.

Prescheduled overtime (i.e., overtime which the employee has voluntarily signed up for) and training which occurs on the last day in the employee's work cycle (i.e., the employee's "Sunday") shall be compensated in accordance with the provisions of Section 14.3 above. The Employer shall make every reasonable effort to avoid mandatorily assigning training on the last day in the employee's work cycle, unless the training is required by law, cannot be reasonably made available at another time, or is voluntarily consented to and/or requested by the employee.

If an employee is either ordered to work or required to make a court appearance on the last day in the employee's work week (i.e., the employee's "Sunday"), the employee shall be paid two times his actual hourly rate of pay for all hours worked on said last day, subject to the minimum hours guarantees for call backs and court time.

Section 14.5. Call Back.

A callback is defined as an official assignment of work which does not continuously precede or follow an officer's regularly scheduled working hours. Employees who are called back to work on a pre-scheduled hireback shall be guaranteed a minimum of four hours' pay at the appropriate overtime rate or compensated for the actual time worked, whichever is greater, at the appropriate overtime rate. For all other callbacks which are not pre-scheduled, the employee shall be guaranteed a minimum of two hours' pay at the appropriate overtime rate or compensated for the actual time worked, whichever is greater, at the appropriate overtime rate.

Section 14.6. Distribution of Hirebacks and Callbacks.

Except in emergency circumstances where it is not feasible to use the existing procedures, the opportunity to work hirebacks and callbacks shall be in accordance with the procedures:

All overtime shall be offered to qualified employees herein on a rotating seniority basis from the seniority list until said overtime assignment is filled.

Any overtime assignment not filled on a voluntary basis shall be filled by ordering the least senior qualified on-duty command officer to fill said assignment.

Nothing in this Agreement shall require the Village to interrupt work in progress at the end of an employee's normally scheduled shift. If any employee establishes that he has not received his appropriate share of hireback and/or callback opportunities, such employee shall have first preference to future hireback and/or callback opportunities, whichever is applicable, until reasonable balance is reestablished.

Section 14.7. Court Time.

Notwithstanding any other provision in this Agreement, employees covered by this Agreement who are required to attend court outside of their regularly scheduled work hours shall be compensated at the overtime rate with a minimum of three (3) hours; provided that if the court time is contiguous with the start or end of an employee's regularly scheduled shift, the employee will only be eligible for overtime for the actual overtime hours worked. Normally, all bargaining unit employees will be assigned to morning court time.

Section 14.8. No Pyramiding.

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

ARTICLE 15
LEAVES OF ABSENCE

Section 15.1. Bereavement Leave/Death in Family.

The Village of Schaumburg agrees to provide to command officers leave without loss of pay as a result of death in the family, not to exceed five (5) days. This may be extended to seven (7) days with the approval of the Village Manager. In case of illness in the immediate family, three (3) paid days of absence may be approved by the Chief of Police.

Section 15.2. Definition of Family.

A member of the immediate family shall be defined to be any command officer's mother, father, step-mother, step-father, wife, husband, daughter, son, step-daughter, step-son, sister, brother, step-brother, step-sister, father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent, grandchild or grandparent-in-law.

Section 15.3. Short Term Military Leave.

Any employee 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 or perform assigned duties, shall be granted a leave of absence, without pay, for the period of such activity and shall suffer no loss of seniority rights. Employees who are called up for two weeks active duty training may take a leave of absence without pay or take the option of using their earned vacation time.

Section 15.4. Maternity Leave.

A leave of absence shall be granted for maternity upon request. Such request must be presented in writing to the command officer's immediate supervisor, setting forth a date each leave is to begin, as soon as that date can be determined by the command officer and the command officer's physician. Upon receiving the physician's report, and upon a command officer's request, the Department shall transfer the command officer to a suitable position to eliminate possible injury to the fetus and command officer. Return to work shall be as soon as reasonable after delivery, as permitted by a signed release by the command officer's physician.

Section 15.5. Injury Leave.

An employee who sustains an injury arising out of and in the course of employment shall be covered by the Workers Compensation provisions of the Illinois Revised Statutes. For up to one year of absence caused by any such injury, the Village shall pay the difference between the amount received from Workers Compensation and the employee's base salary. Employees on injury leave may be returned to light duty if able to perform the work and placed at the discretion of the Chief of Police.

Section 15.6. Family and Medical Leave Act of 1993.

The parties agree that the Village may take whatever reasonable steps are deemed to be needed to comply with the Family and Medical Leave Act of 1993.

ARTICLE 16
WORKING OUT OF CLASSIFICATION

Except for the position of Acting Chief of Police, any command officer who works in a position or rank senior to that which he normally holds for more than four consecutive tours of duty shall receive working out of classification pay, at Step 1 of the rank at which he is working or five percent (5%) above the officer's straight time hourly rate of pay, whichever is higher. Additionally, effective the first pay period following ratification of this 2015-2018 collective bargaining agreement, any Patrol Sergeant who works in the capacity of Watch Commander for two or more consecutive tours of duty shall receive working out of classification pay, at Step 1 of the rank at which he is working or five percent (5%) above the sergeant's straight time hourly rate of pay, whichever is higher.

When a command officer assumes the duties and responsibilities of a rank higher than that which he normally holds, as specified above, for a period of six months or more during the year, he shall receive the higher rate of pay during his vacation in that year.

ARTICLE 17
HOLIDAYS

Section 17.1 Holiday Schedule.

The following days shall be recognized and observed as holidays:

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

Notwithstanding the above, effective May 1, 2015, every January 1, in lieu of the four minor holidays specified above (i.e., Martin Luther King's Birthday, President's Day, Good Friday, and Veteran's Day), sergeants and lieutenants assigned and working a 5-2 schedule as of January 1 will be credited with four floating holidays. While these four floating holidays are

advanced as of January 1, they are earned on the days the minor holidays are observed. If a sergeant or lieutenant assigned to a 5-2 schedule is assigned as such after January 1, such sergeant or lieutenant will be advanced one floating holiday for each minor holiday that has not yet been observed as of the effective date of such employee's assignment to such schedule. If a sergeant or lieutenant assigned to a 5-2 schedule is reassigned and such employee has not used all of his/her earned floating holidays as of the effective date of the reassignment, any remaining earned floating holiday hours shall be converted to compensatory time on an hour-for-hour basis. Because floating holidays may be used before they have been earned, any unearned floating holidays that have been used as of the effective date of a sergeant's or lieutenant's reassignment out of a 5-2 schedule or termination of employment will result in a pro rata deduction from such employee's accrued compensatory time (or paycheck if such employee does not have sufficient accrued compensatory time). Such floating holidays shall be scheduled in the same manner as personal days as set forth in Section 17.6 below. Floating holidays not used during the calendar year or at time of termination of employment will be forfeited. In addition, the four minor holidays shall be regularly scheduled work days for sergeants and lieutenants assigned to a 5-2 schedule and, as such, sergeants and lieutenants assigned to a 5-2 schedule who are assigned to work on any of such minor holidays will not be eligible for any holiday compensation for any such work on minor holidays.

Also notwithstanding the above, effective May 1, 2015, in lieu of the four minor holidays specified above (i.e., Martin Luther King's Birthday, President's Day, Good Friday, and Veteran's Day), those lieutenants assigned to a 6-3 schedule will be credited with 8 hours of "Holiday Time Due" for each of the four minor holidays that they are normally scheduled to work and on which they actually work. If a lieutenant is assigned to a 6-3 schedule after January 1, such lieutenant will earn and be credited with 8 hours of "Holiday Time Due" for each remaining minor holiday that the lieutenant is normally scheduled to work, and on which he actually works. The four minor holidays shall be regularly scheduled work days for lieutenants assigned to a 6-3 schedule and, as such, lieutenants assigned to a 6-3 schedule who are normally assigned to work on any such minor holidays will not be eligible for any holiday compensation for any such straight time work on minor holidays. If a lieutenant assigned to a 6-3 schedule is reassigned and such employee has not used all of his/her earned "Holiday Time Due" as of the effective date of the reassignment, any remaining earned "Holiday Time Due" shall be converted to compensatory time on an hour-for-hour basis. "Holiday Time Due" for the purposes of this provision will only be earned and credited to the individual lieutenant on the actual day(s) the minor holidays are observed and actually worked, and will not be provided in advance.

Requests to utilize "Holiday Time Due" for the purposes of this provision will be approved at the discretion of the department, and must not result in an overtime situation. In addition, accrued "Holiday Time Due" not used during the calendar year it is earned, or at time of termination of employment, will be forfeited.

Section 17.2. Compensation for Holidays

- a) Employees whose regularly scheduled workday coincides with an established holiday will be credited with twelve (12) hours of pay or twelve (12) hours of compensatory time.

- b) Unless otherwise provided for in Section 17.1 above, employees whose regularly scheduled day off coincides with an established holiday will be credited with eight (8) hours of pay if assigned to a 5-2 schedule. A lieutenant whose regularly scheduled day off coincides with an established holiday will be credited with eight (8) hours of "Holiday Time Due" if assigned to a 6-3 schedule. "Holiday Time Due" carries the same usage restrictions as mentioned in Section 17.1 above.
- c) Employees whose regular scheduled day off coincides with an established holiday and who are required to work shall be paid double time for each hour worked on an established holiday, with a guarantee of two (2) hours.

Section 17.3 Remaining Holiday Compensation Provisions.

- a) Employees whose regularly scheduled day off coincides with an established holiday and who are required to work shall be paid double time for each hour worked on an established holiday, with a guarantee of two (2) hours.
- b) If employees work overtime on a regularly scheduled work day which coincides with an established holiday, they will be paid double time for each overtime hour worked on such established holiday.

Section 17.4 Lieutenants.

Effective May 1, 2015, lieutenants shall normally be given the non-minor holidays off without loss of pay. Accordingly, unless lieutenants are assigned to work on an established non-minor holiday, the provisions of Sections 17.2 and 17.3 are not applicable to lieutenants.

Section 17.5 Holiday Overtime for Sergeants Working a 5-2 Schedule and All Lieutenants.

Notwithstanding anything to the contrary in this Article 17, when a sergeant working a 5-2 schedule, or any lieutenant is assigned to work beyond their scheduled shift hours on one of the four minor holidays, they are only eligible to be paid at the overtime at the rate of time and one-half their regular hourly rate of pay; and, when a sergeant working a 5-2 schedule, or any lieutenant is assigned to work on one of the eight non-minor holidays, they will be paid in accordance with the applicable provisions of Section 17.2 and 17.3 above.

Section 17.6 Personal Days.

Employees shall be entitled to receive, in addition to other days off as so specified in this Agreement, sixteen (16) hours of personal time each fiscal year. An employee whose normal work day is eight and one-half (8½) hours per day will be permitted to use one-half hour of unused compensatory time or vacation time in order to be in full pay status when taking a personal day off. The employee must formally request the time off and must receive approval of his immediate supervisor, provided that such approval shall not be arbitrarily and unreasonably denied. The parties agree that every reasonable effort may be made to avoid the need to incur overtime costs in scheduling personal days. The employee may elect to carry eight (8) hours of

personal time over into the next year at his option, otherwise hours of personal time must be used and no accrual is permitted.

ARTICLE 18
VACATIONS

All regular employees within the bargaining unit shall be entitled to vacation time with pay under the following schedule:

1.	1 - 4 years of service	80 hours
2.	5 - 9 years of service	120 hours
3.	10 - 14 years of service	160 hours
4.	15 years of service and above	200 hours

It is agreed that the intent of this Article is to provide vacations to eligible employees who have been consistently employed. Consistent employment shall be construed to mean the receipt of earnings, including compensation consisting of workmen's compensation, in at least seventy-five (75%) percent of the pay periods within the year immediately preceding the employee's anniversary date.

No employee shall be eligible to receive any benefits under this Article if he quits or resigns from the employment of the Employer without giving two (2) weeks' notice in writing of his intention to resign unless there are substantial and compelling reasons shown why the employee failed to give such timely notice.

All command officers covered by this Agreement may reserve a maximum of forty (40) hours of earned vacation each year as personal days to be scheduled in accordance with the provisions of Article 17, Section 17.5 (Personal Days). An employee whose normal work day is eight and one-half (8½) hours per day will be permitted to use one-half hour of unused compensatory time in order to be in full pay status when taking a vacation day off.

ARTICLE 19
UNIFORMS

Compensation for the maintenance of uniforms will be supplied at the following annual rates:

- Sergeants and Lieutenants -- \$450.00
- Plainclothes Officers -- \$950.00

ARTICLE 20
SICK LEAVE

Section 20.1. Sick Leave.

All command officers covered by this Agreement shall be entitled to pro-rated sick leave, which shall be earned at the rate of eight (8) hours for each full month of service. There shall be a 2,080 hours limit to the number of hours which a command officer may accrue.

Reasonable proof of illness and recovery may be required by the Village before a command officer may return to work or receive sick leave benefits. Sick leave may be utilized for physical illness, mental illness, or maternity leave (as defined in Chapter Seven (7) of the Village Personnel Manual Rules and Regulations).

Sick leave shall be used only for the purpose for which it was intended; that being to provide a command officer protection against loss of pay due to illness. Sick leave may not be converted into any other form of compensation.

Section 20.2. Sick Leave Reimbursement Plan.

Accrued, unused sick leave shall be forfeited at the time of separation or termination of employment, unless a command officer hired prior to May 1, 2012, has accumulated a minimum of 720 hours of unused sick leave, has or will have as of the effective date of retirement at least 20 years of service, has given the Village irrevocable written notice to retire at least ninety (90) days prior to the effective date of retirement, and has an approved pension from the Village of Schaumburg Police Pension Fund, the employee shall upon retirement be paid for thirty-three and one-third percent (33 1/3%) of all accrued hours sick leave hours at their regular salary.

Regardless of date of hire, accrued, unused sick leave shall be forfeited at the time of separation or termination of employment, unless a command officer has accumulated 800 hours of unused sick leave, has or will have as of the effective date of retirement at least 25 years of service, has given the Village irrevocable written notice to retire at least ninety (90) days prior to the effective date retirement, and has an approved pension from the Village of Schaumburg Police Pension Fund. An employee who meets all these eligibility requirements shall upon retirement be paid at their regular salary for 50% of all accrued hours. In the event of the death of an active employee who has accumulated the required minimum number of hours of unused sick leave and who has at least 25 years of service as of the date of death, a lump sum payout for fifty percent (50%) all all accrued hours will be paid to the employee's estate.

Notwithstanding the foregoing irrevocable notice provisions, the Village Manager may permit an employee to withdraw an irrevocable notice to retire based on substantially changed circumstances arising after the employee submitted his/her irrevocable notice to retire. Moreover, the 90 day notice period as specified above may be reduced upon request by the employee with review and recommendation from the Chief of Police, if the Village Manager determines it to be in the best interest of the Village.

The amount attributable to unused sick leave in accordance with the above provisions shall be deposited on a pre-tax basis at the time of the employee's retirement in the employee's

VEBA Health Reimbursement Account (HRA) for use by the employee for purposes specified in the Village's VEBA HRA documents, including but not necessarily limited to payment for continued coverage under the Village's group hospitalization and medical insurance program and for unreimbursed medical expenses approved by the VEBA HRA. The VEBA HRA plan document provides that if there is any amount remaining in an employee's account at time of death, the remaining amount will be disbursed as provided by the plan document.

ARTICLE 21 **INSURANCE**

Section 21.1. Cafeteria Benefits Plan.

All employees covered by this Agreement will have the opportunity to participate in the Village's Cafeteria Benefits Plan which will enable employees to select the type and kind of benefits they desire from among those offered by the Village on the same terms and conditions that are applicable other Village employees who are participating in said Cafeteria Benefits Plan. If the total cost for the types and kinds of benefits selected by the employee exceeds that amount that the Village contributes, the amount that the employee is responsible for paying shall be done through payroll deduction.

Notwithstanding the above, for the 2018-19, 2019-20 and 2020-21 fiscal years the hospitalization insurance benefits provided to all employees covered by this Agreement shall be equal to the hospitalization insurance benefits extended to the non-supervisory police officers represented by the Chapter and such benefits shall be subject to the same terms and conditions and the same effective date(s).

Section 21.2. Retirees Insurance.

Employees retiring or on disability retirement shall be allowed to purchase the hospitalization/medical program at the active group rate for current employees by paying in advance the full applicable monthly premium for employee coverage and, if desired, for dependent coverage until eligible for Medicare (or until the date the employee would be eligible for Medicare if covered by the Medicare program).

Section 21.3. Flexible Spending Accounts.

The Village shall extend its Section 125 Plan to cover dependent care and unreimbursed medical expenses on the same terms and conditions that are applicable to Village employees generally.

Section 21.4. Right to Change Carriers.

The Village shall have the right to change insurance carriers or otherwise provide for coverage (e.g., self- insurance) as long as the level of benefits is substantially the same or better. Before any change is made it shall be discussed by the Village at a Labor-Management Conference.

Section 21.5. Terms of Policies/Plans to Govern.

The extent of coverage under the insurance policies/plans referred to in Sections 21.1-21.4 of this Article shall be governed by the terms and conditions set forth in said policies/plans. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy/plan and shall not be subject to the grievance procedure set forth in this Agreement.

Section 21.6. Right to Maintain Coverage While on Unpaid Leave or on Layoff.

An employee who is on an approved unpaid leave of absence or who is on layoff with recall rights shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for employee coverage and, if desired, for dependent coverage.

Section 21.7. Killed in Line of Duty.

The Village agrees to pay \$10,000 to the immediate family of any command officer who is killed in the line of duty. This one-time payment is an expression of financial support to the family to offset funeral and burial expenses of the employee. In addition, if required by applicable state or federal law, the Village will provide medical insurance coverage to the spouse and/or dependents of a command officer killed in the line of duty to the extent so required.

ARTICLE 22
SPECIALIST POSITIONS COMPENSATION

Specialist positions are not to be construed as rank, but rather are job assignments for which a Sergeant receives compensation in addition to the salary attached to his rank. It is understood that generally, these positions are assigned on a monthly basis, by the Chief of Police or his designee, who may eliminate them at his discretion.

Compensation for non-patrol Sergeants and all Lieutenants shall be \$1,750.00 annually or pro rata if employed less than a year in such capacity. Effective May 1, 2015, in order to increase the overall compensation between sergeants and lieutenants (i.e., the rank differential between sergeants and lieutenants), the compensation for lieutenants shall be \$2,175 annually or pro rata if employed less than a year in such capacity. In addition to the foregoing, for fiscal years 2019-20 and 2020-21 only, Lieutenants will receive a lump sum payment of \$325 on May 1, 2019, and May 1, 2020.

ARTICLE 23
TUITION REIMBURSEMENT/EDUCATION INCENTIVE

Section 23.1. Tuition Reimbursement.

Employees covered by this Agreement will be eligible to participate in the Village's tuition reimbursement program in accordance with the rules and regulations governing such program that may be in effect from time to time, with the understanding that if approved courses

are taken at a private college or university the maximum amount of the tuition reimbursement shall not exceed the tuition charged by a State college or university, provided that this latter limitation shall not be applicable to employees who were enrolled in courses/programs at private colleges or universities that were approved prior to November 1, 1988, as long as such employees actively pursue completion of the approved courses/programs.

Notwithstanding the above, if any employee who was a member of this bargaining unit on April 30, 1989, and who was receiving an education incentive benefit higher than that specified above, or who will be eligible to receive a higher education incentive benefit than that specified above based on a college program started before April 30, 1989, and completed by July 1, 1990, shall receive the higher benefit as specified in the parties' previous Agreement.

Section 23.2. Education Incentive.

For employees who were hired prior to April 30, 1988, the following education incentive program will be paid by the Village, in addition to other compensation:

<u>Points</u>	<u>Annual Payment</u>
30	\$360.00
60	540.00
90	720.00
Bachelor Degree	900.00

Said annual payment shall be paid in August of any given year. Guidelines and definitions will be outlined and determined by a committee comprised of representatives of the Village and the Metropolitan Alliance of Police Schaumburg Command Officer's Chapter #219. No employees hired after April 30, 1988, shall receive any education incentive if the Village requires that they possess an AA degree or better as a condition of employment.

Notwithstanding the above, if any employee is presently, or as of July 1, 1989, would be, receiving an education incentive benefit higher than that specified above, such employee shall continue to receive the higher benefit.

ARTICLE 24
WAGE RATES

Section 24.1. Salaries.

As set forth in Appendix A, the wage increases for the specific classifications covered by the terms of the parties' 2018-2021 collective bargaining agreement are as follows:

- Effective May 1, 2018, increase salary at all steps by 2.0%.
- Effective November 1, 2018, increase salary at all steps for Sergeants only by 1.0%. This increase incorporates an external equity adjustment for Sergeants.
- Effective May 1, 2019, increase salary at all steps by 2.25%.

- Effective May 1, 2020, increase salary at all steps by 2.5%.

Employees covered by this Agreement who are still on the active payroll as of the beginning of the next payroll period immediately following ratification of this Agreement by both parties shall receive a retroactive payment which shall be based on the difference between the salary they received between May 1, 2018, and the beginning of said payroll period and the salary they would have received during the same period of time based on the salary schedules set forth in Appendix A for the 2018-2019 fiscal year, provided that any employee who retired after May 1, 2018, but before ratification of this Agreement by both parties shall also be eligible to receive retroactive pay based on the hours worked between May 1, 2018, and the date of retirement.

ARTICLE 25 **BILL OF RIGHTS**

Section 25.1. Bill of Rights.

The Village agrees to comply with the Bill of Rights as set forth in Illinois Uniform Police Officers' Disciplinary Act, 50 ILCS 7251/1 et seq.; provided, however, said Bill of Rights shall not be subject to the grievance and arbitration procedure set forth in this Agreement (Article 8).

Section 25.2. Right to Representation.

If a covered employee is to be questioned or interrogated by the Village Office of Professional Standards ("OPS") on a matter that could result in disciplinary action against the employee, the employee has the right to request to have a Union representative present at the questioning or interrogation. A request for such representation shall not be utilized to unduly delay such questioning or interrogation.

ARTICLE 26 **DRUG AND ALCOHOL TESTING**

The Village may require an employee to submit to urine and/or blood tests if the Village determines there is reasonable suspicion for such testing, and provides the employee with the basis for such suspicion in writing at or about the time the test is administered. If the written basis is not provided prior to the actual test, a verbal statement of the basis will be provided prior to administering the test. In addition, effective January 1, 2002, the Village may conduct random drug and alcohol testing up to four times per calendar year. The total number of such random tests shall not exceed 25% of the total number of sworn employees in the rank of sergeant and above. If the Village exercises its right to conduct such random tests, the group from which employees will be selected randomly will include all employees in the rank of sergeant and above. The selection of employees to be randomly tested shall be provided by the outside contractor that the Village uses to randomly select the employees who are to be tested.

In lieu of the foregoing drug and alcohol testing provisions, any employee who is a direct supervisor of any employee assigned to investigations, assigned as an evidence technician, or assigned to any specialty assignment engaged in the enforcement of narcotics laws may be directed to submit to drug and alcohol testing up to four (4) times per year while he or she is so assigned. All such drug and alcohol testing shall be done during the employee's regularly assigned hours of work.

The Village shall use only licensed clinical laboratories for such testing and shall be responsible for maintaining the proper chain of custody. The taking of urine samples shall not be witnessed unless there is reasonable suspicion to believe the employee is tampering with the testing procedure. If the first test results in a positive finding, a confirmatory test (GC/MS or a scientifically accurate equivalent) shall be conducted. An initial positive test result shall not be submitted to the Village unless a confirmatory test result is also positive as to the same sample. Upon request, the Village shall provide an employee with a copy of any test results which the Village receives with respect to such employee.

A portion of the tested sample shall be retained by the laboratory so that the employee may arrange for another confirmatory test (GC/MS or a scientifically accurate equivalent) to be conducted by a licensed clinical laboratory of the employee's choosing and at the employee's expense. Once the portion of the tested sample leaves the clinical laboratory selected by the Village, the employee shall be responsible for maintaining the proper chain of custody for said portion of the tested sample.

The results of any positive tests shall be made available to the Village. If an employee tests positive for the use of a proscribed drug (i.e., an illegal drug, contraband), the Village can take such action as the Village in its discretion deems appropriate. The first time an employee tests positive for substance abuse involving something other than a proscribed drug, the employee shall be required to enter and successfully complete the Village's Employee Assistance Program ("EAP") during which time the employee may be required to submit to random testing with the understanding that if the employee again tests positive the Village can take such action as the Village in its discretion deems appropriate. Notwithstanding the foregoing, the Village retains the right to take such action as the Village in its discretion deems appropriate if an employee consumes alcohol while on duty.

The illegal use, sale or possession of proscribed drugs at any time while employed by the Village, abuse of proscribed drugs, as well as being under the influence of alcohol or the consumption of alcohol while on duty, shall be cause for discipline including termination. All issues relating to the testing process (e.g., whether there is reasonable suspicion for ordering an employee to submit to a test, whether a proper chain of custody has been maintained, etc.) may be grieved in accordance with the grievance and arbitration procedure set forth in this Agreement.

Except where there is imminent danger to the life of an employee or others, the administrator of the Village's EAP shall maintain in strict confidentiality the fact that an employee has voluntarily sought assistance from the Village's EAP. Seeking confidential assistance from the Village's EAP shall not be grounds for disciplinary action.

ARTICLE 27
EMPLOYEE DISCIPLINE

Section 27.1. Discipline.

Disciplinary actions may be instituted by the Village and shall be for just cause. Disciplinary action shall be based upon the seriousness of the offense(s) and shall consist of the following penalties, as applicable:

Oral reprimand

Written warning

Suspension

Discharge

Section 27.2. Oral Reprimand or Written Warning.

An employee may file a grievance in accordance with the provisions of this Article with respect to an oral reprimand or written warning and said grievance may be processed up to and including Step 2, but any such grievance shall not be arbitrable.

Section 27.3. Applicability of Grievance and Arbitration Procedure to Discipline.

Discharge or discipline involving time off with loss of pay of non-probationary bargaining unit employees shall be for just cause and shall be subject to the grievance and arbitration procedure set forth in this Agreement. The contractual grievance and arbitration procedure shall be the sole recourse for appealing such disciplinary action and shall be in lieu of both the provisions of the Illinois Municipal Code governing discipline and discharge (65 ILCS 5/10.2.1-17) and disciplinary proceedings before the Village of Schaumburg Board of Fire and Police Commissioners. An arbitrator's award shall be final and binding, as stated in Section 8.4 of this Agreement, and any request for judicial review shall be exclusively under and in accordance with the Uniform Arbitration Act (710 ILCS 5/1, et seq.) and Section 8 of the Illinois Public Labor Relations Act (5 ILCS 315/8).

Section 27.4. Removal of Oral Reprimands

An employee may request that any oral reprimand be removed from the employee's record if, from the date of the last oral reprimand, twelve (12) months have passed without the employee receiving any additional oral reprimand or other discipline. If the employee does not so request, it shall be deemed to be removed. Notwithstanding the above, nothing herein shall be deemed to preclude or prohibit the introduction of any such oral reprimand in disciplinary proceedings or as part of the promotion process, except that after three (3) years from removal such oral reprimand shall not be introduced in disciplinary proceedings or used as part of the promotion process.

ARTICLE 28
GENERAL PROVISIONS

Section 28.1. Chapter Visitation.

Authorized representatives from the Metropolitan Alliance of Police Schaumburg Command Officers Chapter #219 shall be permitted to visit the department during working hours to talk with officers of the Chapter concerning matters covered by this Agreement. It is understood that this is to be with the expressed approval of the Chief of Police and exercised at his sole discretion and shall not be unreasonably withheld.

Section 28.2. Eye Wear Replacement.

The Village agrees to repair or replace as necessary a command officer's eye glasses, contact lenses, and prescription sunglasses, if such are damaged or broken only if during the course of the command officer's duties, the employee is required to exert physical force or is attacked by another person. Incident to be documented with immediate supervisor.

Section 28.3. Inoculation.

The Village agrees to pay all expenses for inoculation or immunization shots for the command officer and for members of his family when such becomes necessary as a result of said command officer's exposure to contagious diseases where said command officer has been exposed to said disease in the line of duty.

Section 28.4. Physical Fitness.

If a physical fitness program is implemented for the non-supervisory police officers represented by the Chapter during the term of this Agreement, then such physical fitness program shall be implemented on the same terms and conditions and the same effective date(s) for the employees covered by this Agreement.

Section 28.5. Use of Audio/Video Squad Car Cameras.

The Village may obtain and install squad car audio/video cameras for law enforcement purposes. Supervisory review of audio/video tapes shall not be done arbitrarily or capriciously.

When the Village initiates an internal affairs investigation of an employee and/or formal investigation or interrogation is conducted pursuant to Section 2 (c) or (d) of the Uniform Peace Officers' Disciplinary Act, 5 ILCS 7, Section 725/1 et seq., that involve non-criminal allegations of wrongdoing, a bargaining unit member will only be questioned after the employee and, if the employee has requested union representation, the employee's union representative have been allowed to observe all the audio/video tape(s) that involve the subject matter of the investigation or interrogation. In any disciplinary arbitration hearing conducted pursuant to the provisions of Article 8 (Grievance Procedure) of this Agreement, the Village is barred from seeking to introduce any admission(s) or statement(s) made by a bargaining unit member during the course of any such investigation or interrogation that were made in violation of the provisions of this section. Any questions concerning the admissibility of any surveillance evidence will be left to

the trier of fact. The provisions of this section shall not be applicable to any investigation or interrogation involving allegation(s) of criminal wrongdoing.

ARTICLE 29
SAVINGS CLAUSE

If any provisions 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 may meet promptly and negotiate with respect to those provisions that have been rendered or declared unlawful, invalid or unenforceable.

ARTICLE 30
ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in this Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Village and the Chapter, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter, whether or not referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. It is expressly agreed that the Village may unilaterally exercise any management rights consistent with Article 4 even though the exercise of such rights may involve subjects or matters not referred to or covered in this Agreement. The Chapter specifically waives any right it might have to impact or effects bargaining for the life of this Agreement.

ARTICLE 31
DURATION

Section 31.1. Term of Agreement.


Unless otherwise provided, this Agreement, following ratification by both parties, shall be effective from May 1, 2018, and shall remain in full force and effect until April 30, 2021. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party not later than ninety (90) days preceding expiration. The notices 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 31.2. 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 WHEREOF, the parties hereto have affixed their signatures this 15th
day of August, 2018.

FOR THE VILLAGE:

By 
Village Manager

By 
Village Clerk

FOR THE CHAPTER:

By 

By 
Metropolitan Alliance of Police
Schaumburg Command Officer's
Chapter #219

(SEAL)

APPENDIX A

POLICE COMMAND OFFICERS

2018 (May 1, 2018—October 31, 2018)

RANK	Step 1	Step 2	Step 3	Step 4	Step 5
Sergeant	106,020	108,669	111,388	114,176	117,028
Lieutenant	117,949	120,898	122,879	127,017	130,190

2018 (November 1, 2018—April 30, 2019)

RANK	Step 1	Step 2	Step 3	Step 4	Step 5
Sergeant	107,080	109,755	112,502	115,317	118,198
Lieutenant	117,949	120,898	122,879	127,017	130,190

2019 (May 1, 2019—April 30, 2020)

RANK	Step 1	Step 2	Step 3	Step 4	Step 5
Sergeant	109,489	112,225	115,033	117,912	120,857
Lieutenant	120,603	123,618	125,644	129,874	133,119

2020 (May 1, 2020—April 30, 2021)

RANK	Step 1	Step 2	Step 3	Step 4	Step 5
Sergeant	112,227	115,031	117,909	120,860	123,879
Lieutenant	123,618	126,708	128,785	133,121	136,447

Promotions:

When a command officer is promoted to the next rank within the bargaining unit, they will be placed in Step 1 on probation. The probationary period will be for 12 months/one (1) year. After six (6) months of the probationary period, sergeants will be evaluated. For lieutenants, the evaluation will occur at the conclusion of the 12 month probationary period. If the evaluation rank is 2.7 or higher using a 1-5 scale, the command officer will be placed in Step 2. The anniversary date will be the initial date the officer was placed in Step 2. The command officer will be evaluated that date each year thereafter and will move along the step plan annually in accordance with the criteria below:

<u>Ranking</u>	<u>Points</u>	<u>Action</u>
Unacceptable or Needs Improvement	1.08-2.69	Demotion One Step
Meets Expectations	2.7-3.29	Remain at Same Step
Exceeds Expectations or Outstanding Top Contributor	3.3-5.0	Move up One Step

Longevity:

Longevity pay shall be paid to all employees covered by this Agreement in accordance with the following schedule:

Upon completion of 5 years of service	\$450.00
Upon completion of 10 years of service	600.00
Upon completion of 15 years of service	900.00
Upon completion of 20 years of service	1,200.00
Upon completion of 25 years of service	1,500.00

The above amounts are in addition to the normal base wage or salary of the employee regardless of salary step.