

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**VILLAGE OF SCHAUMBURG, ILLINOIS**

**AND**

**METROPOLITAN ALLIANCE POLICE**

**SCHAUMBURG CHAPTER NO. 195**

**2016-2019**

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 PREAMBLE .....	1
ARTICLE 2 RECOGNITION .....	2
ARTICLE 3 NON-DISCRIMINATION .....	3
Section 3.1. Non-Discrimination. ....	3
Section 3.2. Use of Masculine Pronoun.....	3
Section 3.3. Americans with Disabilities Act. ....	3
ARTICLE 4 DUES CHECKOFF AND FAIR SHARE .....	4
Section 4.1. Dues Checkoff. ....	4
Section 4.2. Fair Share. ....	4
Section 4.3. Indemnification. ....	5
ARTICLE 5 MANAGEMENT RIGHTS .....	6
Section 5.1.....	6
Section 5.2.....	6
Section 5.3.....	7
ARTICLE 6 NO STRIKE AND NO LOCKOUT .....	8
ARTICLE 7 RESOLUTION OF IMPASSE .....	9
ARTICLE 8 BILL OF RIGHTS .....	10
ARTICLE 9 GRIEVANCE PROCEDURE.....	11
Section 9.1. Definition. ....	11
Section 9.2. Procedures. ....	11
Section 9.3. Limitations on Authority of the Arbitrator. ....	12
Section 9.4. Expenses of Arbitration. ....	13
Section 9.5. Chapter Grievances. ....	13
Section 9.6. Time Limits.....	13
Section 9.7. Miscellaneous. ....	13
ARTICLE 10 LABOR-MANAGEMENT CONFERENCES .....	14
ARTICLE 11 LAYOFF AND RECALL.....	15
Section 11.1. Layoff.....	15
Section 11.2. Recall. ....	15

ARTICLE 12 EMPLOYEE SECURITY .....	16
Section 12.1. Discipline .....	16
Section 12.2. Oral or Written Reprimands.....	16
Section 12.3. Applicability of Grievance and Arbitration Procedure to Discipline .....	16
Section 12.4. Personnel Files .....	16
Section 12.5. Removal of Oral Reprimands. ....	16
ARTICLE 13 FIRE AND POLICE COMMISSION.....	18
ARTICLE 14 HOURS AND OVERTIME.....	19
Section 14.1. Application of Article. ....	19
Section 14.2. Work Day and Work Cycle.....	19
Section 14.3. Overtime Payment. ....	19
Section 14.4. Work on Last Day of Work Cycle. ....	20
Section 14.5. Call Back.....	20
Section 14.6. Distribution of Hirebacks and Callbacks. ....	21
Section 14.7. Court Time.....	21
Section 14.8. Work Cycle/Work Day for Canine Officer.....	21
Section 14.9. No Pyramiding.....	22
Section 14.10. Special Details. ....	22
ARTICLE 15 SENIORITY.....	23
Section 15.1. Seniority Definition. ....	23
Section 15.2. Probationary Period. ....	23
Section 15.3. Vacation Scheduling. ....	23
Section 15.4. Seniority List.....	23
Section 15.5. Termination of Seniority.....	23
Section 15.6. Unpaid Leave.....	24
ARTICLE 16 CHAPTER REPRESENTATIVES.....	25
Section 16.1. Attendance at Chapter Meetings.....	25
Section 16.2. Grievance Processing.....	25
Section 16.3. MAP Convention Leave. ....	25
Section 16.4. Chapter Negotiating Team.....	25
ARTICLE 17 BULLETIN BOARDS.....	26
ARTICLE 18 SAFETY ISSUES .....	27
ARTICLE 19 LEAVES OF ABSENCE.....	28
Section 19.1. Bereavement Leave/Death in Family.....	28
Section 19.2. Definition of Family. ....	28
Section 19.3. Military Leave.....	28

Section 19.4. Maternity Leave.....	28
Section 19.5. Injury Leave.....	28
Section 19.6. Family and Medical Leave Act of 1993.....	28
ARTICLE 20 WAGE RATES.....	29
Section 20.1. Wage Rates.....	29
Section 20.2. Initial Placement on Salary Schedule.....	29
ARTICLE 21 WORKING OUT OF CLASSIFICATION.....	30
Section 21.1.....	30
Section 21.2.....	30
ARTICLE 22 HOLIDAYS AND PERSONAL DAYS.....	31
Section 22.1. Holiday Schedule.....	31
Section 22.2. Compensation for Holidays.....	31
Section 22.3. Personal Days.....	32
ARTICLE 23 UNIFORMS.....	33
ARTICLE 24 VACATIONS.....	34
Section 24.1. Accrual of Vacation Time.....	34
Section 24.2. Eligibility Requirement.....	34
Section 24.3. Vacation Benefits Upon Separation.....	34
ARTICLE 25 INSURANCE.....	35
Section 25.1. Cafeteria Benefits Plan.....	35
Section 25.2. Retirees Insurance.....	35
Section 25.3. Flexible Benefits Plan.....	35
Section 25.4. Right to Change Carriers.....	35
Section 25.5. Terms of Policies/Plans to Govern.....	35
Section 25.6. Right to Maintain Coverage While on Unpaid Leave or on Layoff.....	36
ARTICLE 26 SICK LEAVE INCOME.....	37
Section 26.1. Sick Leave.....	37
Section 26.2. Sick Leave Income.....	37
ARTICLE 27 TUITION REIMBURSEMENT/EDUCATION INCENTIVE.....	39
Section 27.1. Tuition Reimbursement.....	39
Section 27.2. Education Incentive.....	39
ARTICLE 28 SPECIALIST POSITIONS COMPENSATION.....	40

ARTICLE 29 GENERAL PROVISIONS .....	41
Section 29.1. Chapter Officers.....	41
Section 29.2. Replacement of Equipment.....	41
Section 29.3. Immunization and Inoculations.....	41
Section 29.4. Killed in Line of Duty Benefit.....	41
Section 29.5. Solicitation.....	41
ARTICLE 30 DRUG AND ALCOHOL TESTING.....	43
ARTICLE 31 MAINTENANCE OF ECONOMIC BENEFITS .....	45
ARTICLE 32 ENTIRE AGREEMENT .....	46
ARTICLE 33 SAVINGS CLAUSE.....	47
ARTICLE 34 DURATION.....	48
Section 34.1. Term of Agreement.....	48
Section 34.2. Continuing Effect.....	48
APPENDIX A - WAGE RATES AND LONGEVITY .....	49
SICK LEAVE SIDE LETTER.....	51
BUREAU VACATION SCHEDULING SIDE LETTER.....	52
SHIFT SELECTION SIDE LETTER.....	53
GPS LOCATION AND SPEED POLICY SIDE LETTER.....	55
USE OF AUDIO/VIDEO SQUAD CAR CAMERA SIDE LETTER.....	56

**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 Police Chapter No. 195 (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 Employer 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 agents, do mutually covenant and agree as follows:

**ARTICLE 2**  
**RECOGNITION**

The Employer recognizes the Chapter as the sole and exclusive bargaining representative for all full-time sworn police officers below the rank of Sergeant (hereinafter referred to as “Officer”), excluding all sworn police officers in the rank of Sergeant and above, any employees excluded from the definition of “peace officer” as defined in Section 3(k) of the Illinois Public Labor Relations Act, and all other managerial, supervisory, confidential, short-term and professional employees as defined by the Act, as amended.

**ARTICLE 3**  
**NON-DISCRIMINATION**

**Section 3.1. Non-Discrimination.**

In accordance with applicable federal and state law, neither the Employer nor the Chapter shall discriminate against officers because of race, color, sex, age, religion, disability, 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.**

It is agreed that the Village has the right to take any actions necessary to be in compliance with the requirements of the Americans with Disabilities Act. Nothing herein is intended to preclude the Union from grieving or arbitrating any Village action which, in its view, violates the agreement and is unnecessary in order to comply with such Act.



**ARTICLE 4**  
**DUES CHECKOFF AND FAIR SHARE**

**Section 4.1. Dues Checkoff.**

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

If any employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Metropolitan Alliance of Police 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 4.2. Fair Share.**

During the term of this Agreement, employees who are not members of the Metropolitan Alliance of Police 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 Metropolitan Alliance of Police for collective bargaining and contract administration services rendered by the Metropolitan Alliance of Police 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 Metropolitan Alliance of Police. Such fair share fees shall be deducted by the Employer from the earnings of non-members and remitted to the Metropolitan Alliance of Police. The Metropolitan Alliance of Police shall periodically submit to the Employer a list of the members covered by this Agreement who are not members of the Metropolitan Alliance of Police 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 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 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payors. Accordingly, the Metropolitan Alliance of Police 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 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 Metropolitan Alliance of Police. If the affected non-member and the Metropolitan Alliance of Police 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 4.3. Indemnification.

The Metropolitan Alliance of Police shall indemnify and hold harmless the Employer, 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 Employer 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, except where the Employer initiates or prosecutes such action.

**ARTICLE 5**  
**MANAGEMENT RIGHTS**

**Section 5.1.**

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

- a. The right to determine its mission, policies, and set forth all standards of service offered to the public;
- b. To plan, direct, schedule, control and determine the operations or services to be conducted by the employees of the Employer;
- c. To determine the methods, means, number of personnel needed to carry out the department's mission;
- d. To direct the working forces;
- e. To hire and assign or to transfer employees within the department or police related functions;
- f. To promote, suspend, discipline or discharge non-probationary employees for just cause;
- g. To lay off employees pursuant to the provisions of Article 11 of this Agreement;
- h. To make, publish, and enforce rules and regulations;
- i. To introduce new or improved methods, equipment, or facilities;
- j. To contract for goods and services;
- k. To take any and all actions that may be necessary to carry out the mission of the Employer 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 Police Chief, or Acting Police Chief; provided that no right enumerated herein shall be exercised or enforced in a manner contrary or inconsistent with the provisions of this Agreement.

**Section 5.2.**

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

Section 5.3.

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 as set forth herein.

**ARTICLE 6**  
**NO STRIKE AND NO LOCKOUT**

During the term of this Agreement, neither the Chapter nor any officers, agents or employees covered by this Agreement will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, sympathy strike, or any other interference with the work and the statutory function or obligations of the Employer. During the term of this Agreement neither the Employer nor its agents shall authorize, institute, aid, or promote any lock-out of employees covered by this Agreement as a result of a labor dispute with the Chapter. Neither the Chapter nor any officer shall refuse to cross any picket line, by whomever established.

**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**  
**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 725/1 et seq.; provided, however, said Bill of Rights shall not be subject to the grievance and arbitration procedure set forth in this Agreement (Article 9).

**ARTICLE 9**  
**GRIEVANCE PROCEDURE**

Section 9.1. Definition.

A grievance is a claim by an employee covered by this Agreement that there has been as to him/her a violation, misinterpretation or misapplication of any of the expressed provisions of this Agreement. A grievance may be filed either by the employee or by the Chapter on behalf of the employee.

Section 9.2. Procedures.

The parties acknowledge that it is usually most desirable for an employee and the appropriate Supervisor to resolve problems through free and informal communications. When requested by the employee, a Chapter representative who is a member of the bargaining unit may accompany the employee to assist in the informal resolution of the grievance. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

Step 1:           Written to the appropriate Commander or Deputy Chief. An employee who has a grievance shall submit it in writing to the appropriate Commander or Deputy Chief having supervisory jurisdiction over the employee's particular work unit 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 grievance shall set forth the facts upon which it is based, the provision(s) alleged to have been violated, and the relief requested. The appropriate Commander or Deputy Chief shall give his written answer within fifteen (15) calendar days after such presentation. Any decision rendered by a Commander or Deputy Chief shall be subject to review and reconsideration by the Police Chief or his designee, within seven (7) calendar days after the Police Chief or his designee is provided a copy of the Commander or Deputy Chief's decision.

Step 2:           Appeal to the Police Chief.  
If the grievance is not settled at step 1, and the employee wishes to appeal the grievance, it shall be referred in writing to the Police Chief or his designee within seven (7) calendar days after the appropriate Commander or Deputy Chief's answer at step 1 and shall be signed by the authorized representative of the Chapter. The Police Chief and/or his designee shall discuss the grievance within seven (7) calendar days with the grievant and a Chapter representative at a time mutually agreeable to the parties. If no settlement is reached, the Police Chief or his designee shall give the Employer's written answer to the Chapter within fourteen (14) calendar days following their meeting.



Step 3: Appeal to the Village Manger.

If the grievance is not settled in accordance with the foregoing procedures, the Chapter may refer the grievance to the Village Manager within fourteen (14) calendar days after receipt of the Employer's answer at step 2. The Village Manager and/or his designee and the grievant and the Chapter representative may convene a meeting at a time mutually agreeable to the parties for the purpose of discussing the grievance. If a meeting is convened and if no settlement is reached at this meeting, the Village Manager or his designee shall give the Employer's written answer to the Chapter within fourteen (14) calendar days following their meeting. If no meeting is convened, The Village Manager or his designee shall give the Employer's written answer within fourteen (14) calendar days after the Village Manager was provided with the Chapter's appeal of the grievance.

Step 4: Arbitration.

If the grievance is not settled at step 3, the Chapter may refer the grievance to arbitration by giving written notice to the Village Manager within twenty-one (21) calendar days after receipt of the Employer's answer at step 3. The parties shall attempt to agree upon an arbitrator. In the event 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 who are residents of Illinois, Indiana or Wisconsin. 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/her selection by the parties and requested to set a time and a place for the hearing, subject to the availability of the Employer and Chapter representative. More than one grievance may be submitted to the arbitrator where both parties mutually agree in writing.

Section 9.3. Limitations on Authority of the Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the express provisions of this Agreement. The authority of the arbitrator shall be strictly limited to determining whether or not there has been a violation, misinterpretation or misapplication of the express provisions of this Agreement. The arbitrator shall be without power or authority to make recommendations contrary to or inconsistent with the applicable laws or rules and regulations that have the force and effect of law. The arbitrator's recommendations and awards shall be binding to the parties concerned in the grievance.

Section 9.4. Expenses of Arbitration.

The fees and expenses of the arbitrator and cost of a written transcript shall be shared equally by the Employer and the Chapter; provided, however, that each party shall be responsible for compensating its own representatives and/or witnesses.

Section 9.5. Chapter Grievances.

The Chapter shall have the right to submit a grievance at step 2 of the grievance procedure, but only if the grievance alleges a violation, misinterpretation, or misapplication of any of the express provisions of this Agreement that relate directly to Chapter rights. Any such grievance shall be submitted within fifteen (15) calendar days of the first event giving rise to the grievance or within fifteen (15) calendar days of when the Chapter, through the use of reasonable diligence, should have obtained knowledge of the first event giving rise to the grievance.

Section 9.6. Time Limits.

No grievance shall be entertained or processed unless it is submitted 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. Failure at any step of this procedure to appeal the grievance to the next step within the specified time limits shall be considered acceptance of the decision rendered at the preceding step. Failure at any step of this procedure by the Employer's representative to communicate a decision on a grievance within the specified time limits shall permit the grievant to treat the grievance as denied and to appeal the grievance to the next step within the prescribed time limits. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 9.7. Miscellaneous.

No member of the bargaining unit who is serving in acting capacity as a Commander or 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 Employer unless and until the Employer has agreed thereto in writing.

**ARTICLE 10**  
**LABOR-MANAGEMENT CONFERENCES**

The Chapter and the Employer 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 Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a "labor-management conference" and expressly providing the agenda for such meeting. Such meetings and locations shall be limited to:

- a. Discussion of the implementation and general administration of this Agreement.
- b. Sharing of general information of interest to the parties.
- c. 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 receive approval, from their Supervisor, in order to remain in pay status. Supervisors shall approve the absence except in emergency situations.

**ARTICLE 11**  
**LAYOFF AND RECALL**

**Section 11.1. Layoff.**

Where there is an impending layoff with respect to the officers in the bargaining unit, the Employer shall inform the Chapter in writing no later than thirty (30) days prior to such layoff. The Employer will provide the Chapter with the names of all officers to be laid off prior to the layoff. Probationary employees, temporary and part-time employees shall be laid off first, then officers shall be laid off in accordance with their seniority. The officers with the least amount of seniority shall be laid off first. All officers shall receive notice in writing of the layoff at least thirty (30) days in advance of the effective date of such layoffs.

No employee will be hired to perform or permitted to perform those duties normally performed by an officer while any officer is on layoff status.

Any officer who has been laid off shall be placed on the appropriate reinstatement list and shall be recalled on the basis of seniority in the police department.

**Section 11.2. Recall.**

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 called in the inverse order of their layoff. The employees who are eligible for recall shall be given twenty-one (21) calendar days notice of recall. Notice of recall shall be sent to the employee by certified registered mail, return receipt requested, with a copy to the Chapter. The employee must notify the Police Chief or his designee of his intention to return to work within seven (7) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligation by mailing the recall notice by certified or registered 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 Police Chief or his designee with his latest mailing address. If an employee fails to timely respond to the recall notice his name shall be removed from the recall list.

**ARTICLE 12**  
**EMPLOYEE DISCIPLINE**

Section 12.1. 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 reprimand

Suspension

Discharge

Section 12.2. Oral or Written Reprimands.

An employee may file a grievance in accordance with the provisions of this Article with respect to an oral or written reprimand and said grievance may be processed up to and including Step 3, but any such grievance shall not be arbitrable.

Section 12.3. 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 4.3 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 12.4. Personnel Files

The Employer's non-confidential personnel and disciplinary history files relating to any officer shall be open and available for inspection by the affected officer during regular business hours with seven (7) days' notice.

Section 12.5. 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 reprimand, twelve (12) months have passed without the employee receiving an additional oral reprimand for the same or similar offense or a suspension without pay. 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 reprimands 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 13**  
**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, the right to make, alter and enforce various rules and regulations. Except as provided in Article 12 (Employee Discipline), 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 all employee disciplinary matters subject to Article 12, shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

**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 Cycle.**

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., vacation, 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 employees assigned to the Patrol Division (excluding traffic officers and front desk officers) 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 one eight (8) hour day of training that will be scheduled during the calendar year by the Police Chief or designee and, notwithstanding anything to the contrary herein, shall be paid at the employee's straight-time hourly rate of pay.

If the Employer wishes to implement a shift other than an eight (8) hour day, five (5) day work week or shift rotation which is currently in place for officers not assigned to the Patrol Division, it shall negotiate the terms of that schedule with the Chapter through the formation of a committee comprised of six (6) members, three (3) from the Chapter and three (3) from the management. In the event the committee cannot reach a unanimous decision the status quo shall remain in effect until the expiration of this agreement.

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) 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 non-patrol officers and all patrol officers until the effective date of the switch to a 6/3 schedule, all overtime in excess of the hours scheduled 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 officers once the 6/3 schedule is implemented, 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 Police Chief 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 December 1st of any given 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 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 22.3 (Personal Days), 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.

The parties agree that shift and beat assignments shall be handled in accordance the Side Letter attached to this Agreement.

#### Section 14.4. Work on Last Day of Work Cycle.

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 hire back 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 as set forth in Bulletin 02-097, effective 18 Nov 02, or as modified from time to time. If the Police Chief reasonably determines that there is a need to revise Bulletin 02-097, the Police Chief shall discuss such matter at a Labor-Management conference prior to implementing any such revisions. 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.

Employees covered by this Agreement, 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.

Section 14.8. Work Cycle/Work Day for Canine Officer.

The duties of any employee assigned as a canine officer relative to their assigned dog during the course of their duty shift shall include the following:

1. Exercise
2. Training
3. Procuring food and supplies
4. Routine trips to veterinarian
5. Feeding (one meal)
6. Grooming

Canine officers shall be allowed two and one-third (2 1/3) hours per calendar week (three (3) hours if assigned to 6/3 schedule) for the following at home activities with their assigned dog which are done outside of the officer's regularly scheduled hours of work:

1. Cleaning dog's kennel or other place where the dog is kept, and cleaning up after the dog;
2. Feeding;
3. Exercise on off-duty days;
4. Emergency trips to veterinarian;
5. Grooming.

Such hours shall be paid as compensatory time in lieu of overtime payment and shall be scheduled in accordance with the provisions of Section 14.3 above.

If the required off-duty at home canine care activities exceed the two and one-third (2 1/3) hours per week allowance for any calendar week or exceed three (3) hours if assigned to the 6/3 schedule, the officer shall submit a daily log identifying the activities engaged in, the times

when they took place, and the actual time of the activities, to his/her supervisor by the end of the first shift of the immediately following work cycle.

Section 14.9. 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.

Section 14.10. Special Details.

Any officer covered by this Agreement who is providing police service to an outside employer shall receive \$50.00 per hour for such employment. This amount may be amended from time to time upon the recommendation of the Union and acceptance by the Village Manager, provided that the Village Manager will not unreasonably withhold acceptance.

## **ARTICLE 15** **SENIORITY**

### **Section 15.1. Seniority Definition.**

As used herein, the term “seniority” shall refer to and be defined as the continuous length of service or employment as a full-time sworn peace officer for the Village from the date of last hire.

### **Section 15.2. Probationary Period.**

All new employees and those hired after loss of seniority shall be considered probationary employees until they successfully complete a probationary period of twelve months of actual work. The probationary period for new hires who were not previously certified shall not commence until they graduate from the Police Academy and upon successful completion of FTO training; the probationary period for new hires who are already “certified” shall commence from the first day of active duty following the successful completion of FTO training. During an employee’s probationary period the employee may be suspended, laid off, or terminated at the sole discretion of the Village. No grievance shall be presented or entertained in connection with the suspension, layoff, or termination of a probationary employee.

Except for vacation scheduling purposes, there shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his last date of hire with the Village in a position covered by this Agreement.

### **Section 15.3. Vacation Scheduling.**

Officers shall select the periods of their annual vacation on the basis of seniority. Vacation schedules may be adjusted to accommodate seasonal operations, significant revision in organization, work assignments or the number of personnel in particular ranks as being necessary by the Police Chief.

### **Section 15.4. Seniority List.**

The Employer shall prepare a list setting forth the present seniority dates of all officers 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 through the grievance procedure.

### **Section 15.5. Termination of Seniority.**

An employee shall be terminated by the Employer and the seniority broken when he: (1) quits, or (2) is discharged for just cause, or (3) is laid off pursuant to the provisions of the applicable agreement a period of twenty-four months, or (4) accepts gainful employment while on an approved leave of absence from the Police Department, or (5) 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 15.6. Unpaid Leave.

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.

**ARTICLE 16**  
**CHAPTER REPRESENTATIVES**

For the purposes of administering and enforcing the provisions of this Agreement, the Employer agrees as follows:

Section 16.1. Attendance at Chapter Meetings.

Subject to the need for orderly scheduling and emergencies, the Employer agrees that elected officials of the Chapter (not to exceed five (5)) shall be permitted reasonable time off, without loss of pay, to attend Chapter meetings (not to exceed ten (10) per year), provided that at least forty-eight (48) hours' notice of such meetings shall be given in writing to the Employer, and provided further that the names of all such officials and officers shall be certified in writing to the Police Chief. The Chapter agrees to schedule special meetings at times which minimize the number of officers, if any, who have to be excused to attend such meetings during their regularly scheduled hours of work.

Section 16.2. Grievance Processing.

Reasonable time while on duty shall be permitted Chapter representatives for the purpose of aiding or assisting or otherwise representing officers in the handling and processing of grievances filed in accordance with the grievance and arbitration procedure set forth in this Agreement and such time shall be without loss of pay.

Section 16.3. MAP Convention Leave.

Any employee(s) chosen as delegate(s) to an MAP State or National Conference will, upon written application approved by the Chapter and submitted to the Police Chief with at least fourteen (14) days' notice, be given a leave of absence for the period of time required to attend such Convention or Conference. This period of time not to exceed five (5) days. The leave shall consist of the Employee's use of his available time off options.

Section 16.4. Chapter Negotiating Team.

Members designated as being on the Chapter negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a designated Chapter negotiating team member is in a regular day-off status on the day of negotiations, he will not be compensated for attending the session.

**ARTICLE 17**  
**BULLETIN BOARDS**

The Employer shall provide the Chapter with a bulletin board, upon which the Chapter may post its notices. The Chapter will limit the posting of Chapter notices to such bulletin board as shall be designated for such use and further shall be responsible for maintaining its bulletin board. The Chapter will limit information posted to such social and business information as may be of interest to the Union and/or its members and are non-political and non-inflammatory. The Chapter agrees to insure that such notices are appropriate.

**ARTICLE 18**  
**SAFETY ISSUES**

**SAFETY COMMITTEE** — The Police Chief shall appoint a designee to represent him in meetings with the Chapter to discuss safety issues. The designees of the Police Chief shall meet quarterly with the Chapter Safety Committee, unless both parties agree that no meeting is necessary, to discuss safety issues, which would be submitted in writing by the Chapter. Any report or recommendation which may be prepared by the Chapter or designees of the Police Chief as a result of these meetings will be in writing and copies submitted to the Police Chief and the President of the Chapter. Nothing in this Article shall be construed to affect the operation of the Village-wide Safety Committee or the Departmental Subcommittee of the Village-wide Safety Committee.

**DISABILITY DEFECTS** — No employee shall be required to use any equipment that has been designated by both the Chapter and the Employer as being defective because of a disabling condition unless the disabling condition has been corrected. When an employee believes that his assigned department vehicle has 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 replacement, or continued operation of said vehicle.



**ARTICLE 19**  
**LEAVES OF ABSENCE**

Section 19.1. Bereavement Leave/Death in Family.

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

Section 19.2. Definition of Family.

A member of the immediate family shall be inclusive of parents, brother, sister, child, spouse, grandparent, great-grandparent, grandchild, stepparent, stepchild, any relative living in your household or dependent upon you for care or any same relative of your spouse.

Section 19.3. Military Leave.

Military leave shall be granted in accordance with applicable federal and state laws.

Section 19.4. Maternity Leave.

Requests for leaves of absence or light/restricted duty for pregnancy and maternity leave will be processed and administered in accordance with federal and state law.

Section 19.5. 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 Police Chief.

Section 19.6. 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, as amended.

**ARTICLE 20**  
**WAGE RATES**

Section 20.1. Wage Rates

Wages effective May 1, 2016 through April 30, 2019 shall be as outlined in Appendix A attached hereto.

Employees covered by this Agreement who are still on the active payroll as of the beginning of the next payroll period immediately after ratification of this Agreement by both parties award shall receive a retroactive payment which shall be based on the difference between the salary they received between May 1, 2016, and the beginning of said payroll period and the salary they would have received during the same period of time based on the salary schedule set forth in Appendix A for the 2016-17 fiscal year, provided that any employee who retired after May 1, 2016, but before this Agreement was ratified by both parties shall also be eligible to receive retroactive pay based on the hours worked between May 1, 2016 and the date of retirement.

Section 20.2. Initial Placement on Salary Schedule.

New employees with prior police experience or relevant credentials may, at the Village's sole option, be started at up to Step 3, in which case the employee will advance to the next Step on his/her next anniversary date.

**ARTICLE 21**  
**WORKING OUT OF CLASSIFICATION**

Section 21.1.

Any employee who works in a position or rank senior to that which he normally holds for more than four (4) 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.

Section 21.2.

When an employee assumes the duties and responsibilities of a rank higher than that which he normally holds (as specified in Section 21.1 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 22**  
**HOLIDAYS AND PERSONAL DAYS**

**Section 22.1. Holiday Schedule.**

The following days shall be recognized and observed as paid holidays:

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

Notwithstanding the foregoing, 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), employees assigned and working as detectives 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 an employee is assigned to work as a detective after January 1, such employee 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 work as a detective. If a detective is reassigned and such detective 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 detective's reassignment or termination of employment will result in a pro rata deduction from the employee's accrued compensatory time (or paycheck if the 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 22.3 below. Floating holidays not used during the calendar year or at time of termination of employment will be forfeited. In addition, effective January 1, 2008, the four minor holidays shall be regularly scheduled work days for detectives and, as such, detectives who are assigned to work on any of such minor holidays will not be eligible for holiday compensation for such work on minor holidays.

**Section 22.2. Compensation for Holidays.**

- a. Employees whose regularly scheduled work day coincides with an established holiday will be credited with twelve (12) hours of pay or twelve (12) hours of compensatory time, in addition to the officer's regular compensation for the hours worked on an established holiday. 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.

- b. Employees whose regularly scheduled day off coincides with an established holiday will be credited with eight (8) hours of pay or eight (8) hours of compensatory time.
- c. Employees whose regularly scheduled day off coincides with an established holiday and who work overtime on either a voluntary or required basis shall be paid double time for each hour worked on an established holiday, with a guarantee of two (2) hours.

Section 22.3. 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 23**  
**UNIFORMS**

Compensation for the maintenance of uniforms will be supplied at the following rates after completion of the first year of employment:

Patrol Officers  
\$400.00

Plainclothes Officers  
\$900.00

The foregoing payments shall be made annually on the first pay period in June following completion of the preceding fiscal year.

Any major change or addition to the uniform as now worn by the Police Department shall be paid for by the Employer, and is not to be deducted from the employee's uniform maintenance allowance.

**ARTICLE 24**  
**VACATIONS**

**Section 24.1. Accrual of Vacation Time.**

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

- |    |                               |           |
|----|-------------------------------|-----------|
| a. | 1 - 4 years of service        | 80 hours  |
| b. | 5 - 9 years of service        | 120 hours |
| c. | 10 - 14 years of service      | 160 hours |
| d. | 15 years of service and above | 200 hours |

In scheduling vacations, employees may add a maximum of 51 hours of earned compensatory time to supplement their vacation selection. Employees may claim up to 40 hours of earned vacation each year as personal hours in accordance with the provisions of Section 22.3 of this Agreement and these vacation personal hours must be declared at the department's designated vacation selection time. Cancelled vacation hours cannot be converted to vacation personal hours at a later date.

**Section 24.2. Eligibility Requirement.**

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.

**Section 24.3. Vacation Benefits Upon Separation.**

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.

## **ARTICLE 25** **INSURANCE**

### **Section 25.1. Cafeteria Benefits Plan.**

In lieu of the provisions previously governing of hospitalization insurance, dental insurance, optical insurance, and term life insurance, 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.

### **Section 25.2. 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 25.3. Flexible Benefit Plan.**

The Village shall extend its Flexible Benefits Plan, which includes both IRS Section 125 and 129 plans, to cover dependent care and unreimbursed medical expenses on the same terms and conditions that are applicable to Village employees generally.

### **Section 25.4. Right to Change Carriers.**

The Employer 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 25.5. Terms of Policies/Plans to Govern.**

The extent of coverage under the insurance policies/plans referred to in Sections 25.1 through 25.3 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 25.6. 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.

**ARTICLE 26**  
**SICK LEAVE INCOME**

**Section 26.1. Sick Leave.**

All employees 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, provided that no sick leave shall be earned if the employee is absent on sick leave, non-duty related disability leave, and/or an unpaid leave of absence for thirty (30) consecutive calendar days. There shall be a 2,080 hour limit to the number of hours which an employee may accrue.

Reasonable proof of illness and recovery may be required by the Employer before an employee 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 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 an employee protection against loss of pay due to illness. Sick leave may not be converted into any other form of compensation.

**Section 26.2. Sick Leave Income.**

Accrued, unused sick leave shall be forfeited at the time of separation or termination of employment, unless an officer 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 sick leave hours at their regular salary. In the event of the death of an active employee who has accumulated at least 720 hours of unused sick leave and who has at least 20 years of service as of the date of death, a lump sum payout for thirty-three and one-third percent (33 1/3%) of all accrued hours will be paid to the employee's estate.

Accrued, unused sick leave shall be forfeited at the time of separation or termination of employment, unless an officer has accumulated a minimum of 800 hours of unused sick leave as set forth below, 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 of the effective date of 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 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%) of 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. Denial of such requests shall not be arbitrary and capricious.

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 plan document, 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 the time of death, the remaining amount will be disbursed as provided by the plan document.

**ARTICLE 27**  
**TUITION REIMBURSEMENT/EDUCATION INCENTIVE**

Section 27.1. 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.

Section 27.2. Education Incentive.

For employees who were hired prior to April 30, 1988, the following education incentive program will be paid by the Employer, 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 Employer and the Union. 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.

**ARTICLE 28**  
**SPECIALIST POSITIONS COMPENSATION**

Specialists positions are not to be construed as rank, but rather are job assignments which involve additional duties and responsibilities over and above those for police officers generally and for which an employee 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 Police Chief, who may eliminate them at his discretion.

The compensation for specialist positions shall be in accordance with the following schedule:

Detective	\$1,750.00 annually
Evidence Technicians	\$1,000.00 annually
Field Training Officers	\$1,325.00 annually
Crime Prevention Officers	\$900.00 annually
Special Operations Bureau TAC	\$900.00 annually
Traffic Officers	\$900.00 annually

**ARTICLE 29**  
**GENERAL PROVISIONS**

Section 29.1. Chapter Officers.

Authorized representatives of the Metropolitan Alliance of Police shall be permitted to visit the Department during working hours to talk with officers of the local Chapter and/or representatives of the Employer concerning matters covered by this Agreement. It is understood that this is to be with the expressed approval of the Police Chief and exercised at his sole discretion and shall not be unreasonably withheld.

Section 29.2. Replacement of Equipment.

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

Section 29.3. Immunization and Inoculations.

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

Section 29.4. Killed in Line of Duty Benefit.

The Employer agrees to pay \$10,000.00 to the immediate family of any police 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.

Section 29.5. Solicitation.

It is agreed that no bargaining unit member covered by this Agreement will solicit any person or entity for contributions on behalf of the Schaumburg Police Department or the Village of Schaumburg.

Bargaining unit members agree that the Village name, shield or insignia, communication systems, supplies and materials will not be used for solicitation purposes. Solicitation by bargaining unit employees prohibited by this Section and otherwise prohibited may not be done on work time or in a work uniform. The bargaining unit members agree that they will not use the words "Schaumburg Police Department" in their name or describe themselves as the "Village of Schaumburg". The bargaining unit members shall have the right to explain to the public, if necessary, that they are members of an organization providing collective bargaining, legal defense and other benefits to all patrol-rank police officers employed by the Village.

Except as provided above, the foregoing shall not be construed as a prohibition of lawful solicitation efforts by bargaining unit members directed to the general public.

This Section does not apply to the solicitation efforts of the Metropolitan Alliance of Police or any of its agents who are not bargaining unit employees.

**ARTICLE 30**  
**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, 2009, 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 bargaining unit who are not assigned to investigations, as evidence technicians, or assigned to any specialty assignment engaged in the enforcement of narcotics laws. If the Village exercises its right to conduct such random tests, the group from which employees will be selected randomly will include all sworn bargaining unit employees. 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. The Village's right to conduct random drug and alcohol tests of bargaining unit employees as provided above shall only be in effect as long as the Village continues to conduct random drug and alcohol tests of the employees in the rank of sergeant and above, plus the civilian commanders and the Police Chief. To ensure compliance, the Village shall provide the Union with a bi-annual report summarizing the number of random tests conducted within that six month period.

In lieu of the foregoing drug and alcohol testing provisions, 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 assigned to any specialty assignment engaged in the enforcement of narcotics laws. 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. Both disciplinary issues and all other 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 31**  
**MAINTENANCE OF ECONOMIC BENEFITS**

Unless otherwise provided elsewhere in this Agreement, all substantial economic benefits which are not set forth in this Agreement and which were currently in effect as of May 1, 1993, 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 Article 7 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). 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, 1993, 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.
4. The sick leave incentive program shall be eliminated effective January 1, 2014.

**ARTICLE 32**  
**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 V 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 33**  
**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 may meet promptly and negotiate with respect to those provisions that have been rendered or declared unlawful, invalid or unenforceable.

**ARTICLE 34**  
**DURATION**

Section 34.1. Term of Agreement.

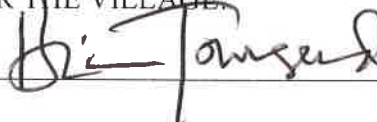
Unless otherwise specifically provided herein, this Agreement shall be effective from the day following its execution by both parties, and shall remain in full force and effect until April 30, 2019. It shall continue in effect from year to year thereafter unless notice of termination is given in writing 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 34.2. 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 1<sup>st</sup> day of July, 2016.

FOR THE VILLAGE:

By   
By \_\_\_\_\_  
By \_\_\_\_\_

FOR THE CHAPTER:

By   
By   
By \_\_\_\_\_

**APPENDIX A**  
**WAGE RATES AND LONGEVITY**

**Section 1. Wage Rates.**

The pay schedule for all employees covered by this Agreement shall be based on the following rates of pay. For the period May 1, 2016 through April 30, 2019 employees covered by this Agreement shall be paid on the basis of the following:

<b>STEP</b>	<b>5/1/16 TO 4/30/17 2.25%</b>	<b>5/1/17 TO 4/30/18 2.25%</b>	<b>5/1/18 TO 4/30/19 2.0%</b>
Step 1	\$64,779	\$66,237	\$67,562
Step 2	\$71,436	\$73,043	\$74,504
Step 3	\$78,777	\$80,550	\$82,161
Step 4	\$86,696	\$88,646	\$90,419
Step 5	\$95,619	\$97,771	\$99,726

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, 2016, and the beginning of said payroll period and the salary they would have received during the same period of time based on the salary schedule set forth in Appendix A for the 2016-2017 fiscal year, provided that any employee who retired after May 1, 2016, but before this Agreement was ratified by both parties shall also be eligible to receive retroactive pay based on the hours worked between May 1, 2016, and the date of retirement.

**Section 2. Longevity.**

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

Upon completion of 5 years service	\$ 450.00
Upon completion of 10 years service	\$ 600.00
Upon completion of 15 years service	\$ 900.00
Upon completion of 20 years service	\$1200.00
Upon completion of 25 years service	\$1500.00

The above amounts are in addition to the normal wage or salary of an employee regardless of salary step of the employee. Longevity will be paid the first payroll in December in each year.

## **SICK LEAVE SIDE LETTER**

The Chapter and its officers agree to work cooperatively with the Village in a good faith effort to reduce sick leave usage. In addition to a continuation of the measures already taken by the Police administration to deal with this problem, the parties agree to regularly discuss this issue at Labor-Management conferences.



### **BUREAU VACATION SIDE LETTER**

During the term of this 2016-2019 agreement, unless the Police Chief, using mission of the department criteria, determines that staffing considerations require otherwise, three (3) employees per bureau will be permitted to be off on vacation at the same time, provided that not more than one (1) employee per squad shall be permitted to be off on vacation at the same time. If the Police Chief determines that staffing considerations require otherwise, in order to accomplish the mission and/or the goals of the department, for any calendar year covered by this Agreement, such determination will be made prior to the time for making vacation picks for that calendar year and the Police Chief will so advise the Chapter.

## SHIFT SELECTION SIDE LETTER

The Village of Schaumburg (“Village”) and the Metropolitan Alliance of Police, Chapter 195 (“MAP”), hereby agree that shift selections will be handled as follows:

1. Annual shift selections will be done by seniority as long as there are enough specialty positions on each shift. Prior to the time shift selections are made the Village will establish beat guidelines for each beat on each shift. Each officer who selects a given shift and beat shall sign an acknowledgment that he/she understands the beat guidelines for the shift and beat selected.
2. Evidence Technicians (“ETs”) will be allowed to bid by the sum of their seniority in the ET assignment and department seniority. This bidding will be conducted only among officers assigned as ET’s. In the event of a tie, then departmental seniority shall control. For the purposes of this paragraph only, one (1) point shall be assigned for each full month that the officer has been a sworn member of the Schaumburg Police Department. Example: An officer who has been a sworn member of the Department for ten (10) years and has been assigned as an ET for three (3) years and one (1) full month would have 157 points, i.e., 120 points based on departmental seniority and 37 points for the 37 full months that he/she was assigned as an ET.
3. The Joint Shift Rating Review Committee composed of an equal number of representatives designated by each party which has established the criteria and procedure for rating whether an officer “meets expectations” or “does not meet expectations” with respect to the guidelines for the shift and beat selected for 2016-2019. The parties understand that the beat performance rating is only one part of the Village’s overall evaluation process and that only the beat performance rating process is covered by this Side Letter. While traffic enforcement is a factor in the beat performance rating, the number of traffic arrests will not be the only factor.
4. On or before October 1, 2016, 2017, and 2018, respectively, each officer will be evaluated in writing by their immediate supervisor in accordance with the adopted criteria and procedure.
5. If any officer receives a “does not meet expectations” beat performance rating, it may be appealed in writing within three days to the Joint Shift Rating Review Committee. The Joint Shift Rating Review Committee shall issue its decision within one week after the appeal. A majority decision of the Joint Shift Rating Review Committee shall be final and binding on all parties.
6. If any officer appeals a “does not meet expectations” beat performance rating and there is no majority decision issued by the Joint Shift Rating Review Committee within one week of the appeal and MAP believes that the Village acted arbitrarily and capriciously in issuing the beat performance rating, MAP may appeal the beat performance rating in writing within three days. All beat performance ratings so

appealed by MAP shall be presented and heard by a mutually agreed to arbitrator on an expedited basis. The arbitrator's decision shall be issued no later than November 1, 2016, 2017, and 2018, respectively.

7. Annual shift selection for 2017-2019 shall be done in two rounds, during the first round, officers who have received "meets expectations" beat performance ratings shall select their annual shifts and beats by seniority as long as there are enough specialty positions on each shift. During the second round, officers who have received "does not meet expectations" beat performance ratings shall select the remaining shifts and beats by seniority. An officer who receives a "does not meet expectations" beat performance rating will only be disqualified from bidding in the first round for a one year period as long as the officer receives a "meets expectations" beat performance rating in the following year.
8. Notwithstanding any provisions of this Side Letter, it is understood and agreed that the Police Chief retains the inherent right to reassign officers, either temporarily or otherwise, if the Police Chief determines that it is needed to carry out the mission of the Department, provided that this right will not be unreasonably utilized.
9. Irrespective of the above shift selection procedure, prior to the time for the annual shift selection, the Police Chief or his designee may, at his discretion, set aside no more than one position on each shift to which he may select and assign an officer during the selection year. The assignment(s) shall be on a temporary or rotational basis for periods not to exceed that selection year and be made with officers who have less than twelve (12) months service at the time of their assignment.
10. Nothing in this Side Letter shall interfere with the right of the Village to discipline officers.
11. The parties by mutual agreement may agree to modify the time limits set forth in this Side Letter or otherwise agree to modify or alter any of the provisions of this Side Letter.

**GPS LOCATION AND SPEED POLICY SIDE LETTER**

Unless mutually agreed otherwise by the parties, during the term of the parties' 2016-2019 collective bargaining agreement, the Village will not make any changes to the GPS Location and Speed Policy (51-100 effective 11/01/2008).

## **USE OF AUDIO/VIDEO SQUAD CAR CAMERA SIDE LETTER**

The Village may obtain and install squad car audio/video cameras for law enforcement purposes. During the term of the parties' 2013-2016 collective bargaining agreement, the usage of any audio/video information collected will be conducted under the following guidelines. Supervisory review of audio/video tapes shall not be done arbitrarily or capriciously. Should discipline result from the use of squad car audio/video, the union may request and the village will provide the supervisory viewing logs. Recordings of inappropriate comments made by an officer in the confines of their squad with no one else present that are not offensive, insulting, or derogatory regarding a protected class, cannot be used as the sole basis for discipline.

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.