

**NEGOTIATED AGREEMENT BETWEEN THE**  
**METROPOLITAN ALLIANCE OF POLICE**  
**MOUNT PROSPECT SERGEANTS CHAPTER #85**  
**AND**  
**THE VILLAGE OF MOUNT PROSPECT**

January 1, 2017  
through  
December 31, 2019

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**NEGOTIATED AGREEMENT  
BETWEEN THE VILLAGE OF MOUNT PROSPECT  
AND  
THE METROPOLITAN ALLIANCE OF POLICE  
MOUNT PROSPECT POLICE SERGEANTS CHAPTER #85**

**PREAMBLE**

This Agreement entered into by the Village of Mount Prospect, Cook County, Illinois, hereinafter referred to as the Employer, and the Metropolitan Alliance of Police Mount Prospect Sergeants Chapter #85, hereinafter referred to as the Chapter, to promote mutually beneficial relations between the Employer and the Chapter, and is set forth herein the full agreement between the parties concerning rates of pay, wages and other conditions of employment for bargaining unit members of the Village of Mount Prospect, as defined herein below and hereinafter referred to as "Sergeants" or "employees", or when the context requires a singular noun, as "Sergeant" or "employee."

## **ARTICLE I**

### **RECOGNITION**

#### **Section 1.1. Recognition, Probationary Period & Representation:**

The Village recognizes the Chapter as the sole and exclusive bargaining agent with respect to wages, hours and other conditions of employment for all full time sworn police officers in the rank of sergeant employed by the Village of Mount Prospect. Excluded are all supervisory, managerial and confidential employees as defined by the Illinois Public Labor Relations Act; all sworn police officers above and below the rank of sergeant; all employees excluded from the definition of "peace officer" in Section 3(k) of the Illinois Public Labor Relations Act; and all other employees of the Village of Mount Prospect.

Officers promoted to sergeant shall serve a probationary period of one (1) year from the date of the promotion to sergeant.

#### **Section 1.2. Fair Representation:**

The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit.

#### **Section 1.3. Gender:**

Wherever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

#### **Section 1.4. Chapter Sergeants:**

For purposes of this Agreement, the term "Chapter Officers" shall refer to the Chapter's duly elected: 1) President/Secretary and 2) Vice-President/Treasurer.



## **ARTICLE II**

### **MANAGEMENT RIGHTS**

#### **Section 2.1. Management Rights:**

It is understood that the management and the direction of the working force is vested exclusively to the Employer except as specified in the other Articles of this Agreement. It is the Employer's right to hire, demote, suspend or discharge; layoff, promote, assign or transfer employees to any job or any work, any time or anywhere; to increase or decrease the working force; to determine the number and size of the work shifts; to determine the number of employees assigned to any work or any job; to determine the hours of work per day or week; to make work rules for the purpose of efficiency, safe practices and discipline; to establish performance standards and to review employees under these standards; to determine the equipment to be used; to make technological changes; to determine the number and location of its operations; to move, close or liquidate its operations in whole or in part; to separate or reassign its employees in connection with said moving, closing or liquidating; the right to transfer; to subcontract work; to determine the duties and production standards; to combine jobs, to eliminate classifications or work; to require overtime work; and to fill new jobs and set a wage rate subject to negotiations over such wage rate.

The rights and powers of management mentioned in this collective bargaining agreement do not list or limit all such powers, and the rights listed together with all other rights, powers and prerogatives of management, not specifically ceded in this Agreement remain vested exclusively in management.

The exercise by management of, or its waiver of, or its failure to exercise its full right of management or decision on any matter or occasion, shall not be a precedent or be binding on management, shall not be the subject or basis of any grievance, shall not be admissible in any arbitration proceeding. The right of management shall not be amended or limited by any claimed or unwritten custom, past practice or informal agreement, nor by any claim that management has claimed, condoned or tolerated any practice or any act or acts of any employees. No practice which has developed, either with or without the consent of the Employer, shall be considered part of this contract unless it is in writing and included in this contract.

Nothing in this Article shall abrogate or alter any other Article of this Agreement.

### **ARTICLE III**

#### **LAYOFF**

##### **Section 3.1. Reduction In Force and Reinstatement:**

The Village in its discretion shall determine when and whether a reduction in force or reinstatement are necessary. If the Village so determines that these conditions exist, employees covered by this Agreement will be reduced or reinstated in accordance with their length of service with the Village as provided in Illinois Compiled Statutes, 65 ILCS 5/10-2.1-18. All affected Sergeants shall receive notice in writing of the layoff at least fifteen (15) calendar days in advance of the effective date of such layoffs. Any sergeants laid off pursuant to this section shall be placed into a patrol officer status by reverse length of service seniority. If the reassignment causes a surplus of authorized positions in the patrol rank, then a patrol officer may be laid off in reverse length of service seniority to make space for the laid off sergeant.

## **ARTICLE IV**

### **NO STRIKE CLAUSE**

#### **Section 4.1. No Strike Clause:**

Neither the Chapter nor any officers, agents or employees will instigate, promote, sponsor, engage in or condone any strike, sympathy strike, secondary boycott, slowdown, speed-up, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass resignations, mass absenteeism, or picketing which in any way results in the interruption or disruption of the operations of the Village, regardless of the reason for so doing. Each employee who holds the position of officer or steward of the Chapter occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Chapter agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

#### **Section 4.2. No Lockout:**

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

#### **Section 4.3. Judicial Restraint:**

Nothing contained herein shall preclude the Village or the Chapter from obtaining judicial restraint and damages in the event the other party violates this Article.

#### **Section 4.4. Discipline of Strikers:**

Any Sergeant who violates the provisions of Section 4.1 of this Article shall be subject to disciplinary action and statutory penalties. Any action taken by the Employer against any Sergeant who participates in any action prohibited by Section 4.1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure.

**ARTICLE V**  
**COMPENSATION AND HOURS OF WORK**

**Section 5.1. Compensation:**

Compensation of the Sergeants covered by this Agreement of the Village of Mount Prospect shall be paid according to Appendix A attached hereto and by reference incorporated herein. Said compensation shall include base pay, longevity pay and supervisory incentive pay. Said compensation shall be effective January 1, 2017 and any and all retroactive pay shall be distributed to the Sergeants in a lump sum on or before 30 days after the date of execution of this Agreement.

**Section 5.2 Duty Shifts and Patrol Work Schedule**

A patrol Sergeant's standard duty schedule is four (4) ten (10) hour days followed by three (3) days off. Each Sergeant shall take a paid forty-five (45) minute break each duty shift whether or not the period is used for food consumption. A Sergeant who completes a full shift will be credited with ten (10) hours of "time worked" for purposes of calculating premium overtime as required under the Fair Labor Standards Act. If a Sergeant works a double shift, said Sergeant will be compensated an additional full eight (8) hours if he/she works the entire second shift. A Sergeant called in to work a short shift will be compensated for a full ten (10) hours if the entire shift is worked.

The Sergeants shifts shall be defined as follows: A-Shift is 2200 hours to 0800 hours; B-Shift is 0600 to 1600 hours; and C-Shift is 1400 hours to 0000 hours.

For purposes of calculating the accrual and use of paid time off, the parties agree each day shall consist of ten (10) hours, in keeping with the previous conduct of the parties, (i.e. vacation, personal, time due, sick time of any other authorized and paid time off).

Patrol Sergeants shall have weekends off every other twenty-eight (28) day work cycle which will consist of days off being Sat/Sun/Mon or Fri/Sat/Sun. The parties agree that the provisions of this paragraph may be avoided only to accomplish the reasonable operational needs of the Department.

The following shall be the procedure followed for the annual assignment of Patrol Sergeants to Patrol shifts:

1. In the annual shift bid process no Sergeant shall receive his/her last choice more than two (2) years in a row.
2. After a Sergeant has seven (7) full years of time in rank, that Sergeant shall not receive his/her last shift assignment choice. In the event, as a result of this section, there is a necessity to order a Sergeant to a particular short shift, then that order shall be accomplished by reverse seniority (time in rank).

3. After a sergeant has twelve (12) full years of time in rank, that sergeant shall receive his/her first choice preference of shift assignment by seniority (time in rank).

### **Section 5.3. Call Back:**

Any Sergeant covered by this Agreement who is called back to work on an assignment which does not continuously follow a Sergeant's regularly scheduled working hours shall be compensated a minimum of two (2) hours for each call back from the time when the Sergeant receives notice to return to work or the actual time worked, whichever amount is greater.

In the event that an employee is off duty and is called back to duty, said employee shall be paid at the hourly rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay, and shall be paid a minimum of two (2) hours of compensation. There shall be no pyramiding in calculating premium pay.

### **Section 5.4. Overtime:**

Consistent with Section 5.2 above, each Sergeant covered by this Agreement shall be compensated for all hours worked in excess of the Sergeant's scheduled shift per work day at the rate of time and one-half (1 1/2) the regular hourly rate of pay. Overtime is paid in quarter (1/4) hour increments with seven (7) minutes being rounded down and eight (8) minutes rounded up. For purposes of this Section, every Sergeant covered by this Agreement shall begin to earn overtime pay after working in excess of 7.5 minutes after the end of his/her shift.

When overtime assignments for full "SHORT SHIFTS" (defined as a full duty shift which is below minimum manpower standards and requires the continuation of an on-duty Police Sergeant covered by this Agreement) are not filled on a voluntary basis and it becomes necessary to order an on-duty Sergeant to work, the on-duty Sergeant shall be chosen by reverse seniority in rank and shall be ordered to work a full eight (8) hour shift. If it becomes necessary to order an off-duty Sergeant to work, the off-duty Sergeant shall be chosen by reverse seniority in rank and shall be ordered to work a full ten (10) hour shift. No Sergeant shall be ordered to work more than one (1) shift holdover within three (3) consecutive calendar days unless the Sergeant agrees to do so. It is also agreed that the Chief of Police or his designee may deviate from these standards when they believe unusual circumstances exist or particularly qualified Sergeants are necessary.

### **Section 5.5. Hours Worked:**

"Hours worked" for purposes of calculating overtime or any other benefit shall include all hours actually worked and any paid leave of absence which shall include but shall not be limited to Sick Leave, Vacation Leave, Holiday Leave, Compensatory Time Off and any other authorized paid time off.

Elective medical procedures that would require sick leave off during the key recognized holiday periods of Fourth of July, Thanksgiving, Christmas, and New Years Day will not be granted

unless sufficient supervisory staffing is available to cover these periods on a regular duty basis where no overtime costs are incurred.

#### **Section 5.6. Court Time:**

Employees shall receive time and one-half (1 1/2) for all Court time, and shall be paid for a minimum of three (3) hours per Court call; once in the morning and once in the afternoon if so scheduled. A Sergeant assigned to a specific Court call that continues on into another scheduled Court call will be paid at the time and one-half (1 1/2) rate for actual time in Court but shall not be entitled to an additional three (3) hour minimum. If a morning Court is continued to the afternoon call for a lunch break, the Sergeant will be paid overtime through the lunch break until completion of the original call. If a morning case is reassigned to the afternoon call by the Judge, a second three (3) hour minimum will be paid.

Sergeants working the day shift who are in Court when, and after, their shift ends shall receive overtime and not a three (3) hour minimum.

Midnight shift Sergeants attending court will receive the three (3) hour minimum court time benefit unless they are required to return to responsibilities connected to his/her duty shift responsibilities, afternoon shift Sergeants attending court will receive the three (3) hour minimum court time benefit.

Sergeants reporting to a Court location other than the location normally assigned, shall have paid time computed when they sign out at the police headquarters if they are using a Village provided vehicle; further they shall be eligible for necessary and reasonable out of pocket expenses (i.e. parking, mileage) to travel to such different courts (e.g., Chicago). It is understood the Rolling Meadows Court is deemed a normal assignment. At remote court locations, overtime starts at sign in, just as at the Rolling Meadows court location, unless a Village provided vehicle was utilized by the affected Sergeant.

#### **Section 5.7 Special Assignments:**

Special assignments shall be compensated at the rate of \$45 per hour effective on the date of ratification of this Agreement or Award. Any change in payment amount will be applied at the time of the actual work performed and not eligible for any retroactive pay calculations. Special assignments shall be equalized. The Village agrees that should it decide to charge an administrative fee in connection with these special assignments said fee shall be reasonable.

#### **Section 5.8 Travel Time Compensation:**

As to travel time, the Village agrees to compensate members for travel required by the department, which shall require travel to a point in excess of 150 miles from Mount Prospect (to include Champaign, Urbana) or those instances where the member is required to remain away overnight.



### **Section 5.9 Time-Due/Compensatory Time:**

Employees may opt to have overtime and/or Court time placed on the individual Time Due Records at the rate of time and one-half (1 1/2) in lieu of monetary payment on the payroll check. Exception: Outside details in which the Village is receiving reimbursement at a flat rate or actual time and one-half (1 1/2) rate must be taken by the individual as monetary compensation on the payroll check.

The Department will allow a maximum of fifty (50) hours to be carried over to the next calendar year without loss. Sergeants in excess of fifty (50) hours on the Time Due Book as of January 1 each year will receive cash payment for all hours in excess of the fifty (50) hour maximum, said payment shall be included in the last payroll of March of the following year. Commanders will take the steps necessary to ensure adequate manpower for their shift prior to approving time due.

### **Section 5.10. Exchanging Shift Assignments:**

Sergeants requesting to switch days off or switch duty tours with other Sergeants must submit written requests to the shift commander at least forty eight (48) hours in advance of the first scheduled change, absent emergency conditions. Emergency switches must carry the authorization of the Chief of Police or Deputy Chief or his designee. Sergeants may elect up to six (6) duty trade/switches during a calendar year that result in a double shift without any repayment obligation of the two (2) hour shift overlap. The requests shall not be honored if granting such a request would adversely affect police department operations.

### **Section 5.11. Meetings:**

Any Sergeant required to be at a mandatory meeting which immediately proceeds or follows his regularly assigned duty shift shall be compensated for a minimum of two (2) hours at time and one-half the Sergeant's hourly rate of pay. Any Sergeant covered by this Agreement required to be at a mandatory meeting on his/her day off shall be compensated for a minimum of two (2) hours at time and 1/2 the Sergeant's hourly rate of pay or five (5) hours straight time due. Said compensation payment or time to be at the Sergeant's discretion.

### **Section 5.12 Work Breaks:**

The Break period is considered on-duty time and personnel are considered to be available for any assignment during any break period.

### **Section 5.13. Shift Schedule:**

Patrol Sergeants will be assigned to shifts annually based on a 4/10 schedule. Assignment to said shifts shall be governed by Section 5.2 herein.

**ARTICLE VI**  
**UNION SECURITY AND DUES CHECK-OFF**

**Section 6.1. Dues Deductions:**

Upon receipt of proper written authorization from an employee, the Employer shall deduct each month's Chapter dues in the amount certified by the Treasurer of the Chapter from the pay of all Sergeants covered by this Agreement who, in writing, authorize such deductions. Such money shall be placed in the Mount Prospect Police Chapter's account at a bank designed by the Chapter. Said funds shall then be submitted to the Metropolitan Alliance of Police at the end of each month.

**Section 6.2. Indemnity:**

The Chapter hereby indemnifies and agrees to hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may 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, and shall reimburse the Village for all legal costs that shall arise out of, or by reason of action, taken or not taken by the Village in compliance with the provisions of this Article, unless such action is initiated or prosecuted by the Village, except for purposes on enforcing this Section.

**Section 6.3. Bulletin Boards**

The Village shall provide the Chapter with designated space on available bulletin board(s), upon which the Chapter may post its official notices.

**Section 6.4. Labor-Management Meetings**

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

- a. discussion on the implementation and general administration of this agreement;
- b. a sharing of general information of interest to the parties; and

It is expressly understood and agreed that such conferences shall be exclusive of the grievance procedure. Specific 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 conferences.

Attendance at labor-management conferences shall be voluntary on the employee's part. Attendance at such conferences shall not interfere with required duty time and attendance, if during



duty time, is permitted only upon prior approval of the employee's supervisor. The Village in its sole discretion shall determine its representatives at such meetings.

## **ARTICLE VII**

### **VACATION**

#### **Section 7.1. Vacation Program.**

Full-time employees shall be entitled to vacation as set out below, based on continuous service of:

Up to six (6) months service	40 hours
Six (6) months to one (1) year	40 hours
One (1) year to five (5) years	80 hours
Five (5) years to six (6) years	96 hours
Six (6) years to seven (7) years	104 hours
Seven (7) years to ten (10) years	120 hours
Ten (10) years to eleven (11) years	136 hours
Eleven (11) years to twelve (12) years	144 hours
Twelve (12) years to thirteen (13) years	152 hours
Thirteen (13) years to eighteen (18) years	160 hours
Eighteen (18) years to twenty (20) years	172 hours
Twenty (20) years and up	184 hours

Continuous service as utilized hereinabove shall be earned and calculated based on an employee's starting/anniversary date and shall mean any period of employment uninterrupted by separation. A normal full-time workday is considered to be ten (10) hours.

Vacation shall be taken during the calendar year January 1st through December 31st. A maximum of two (2) years accrual shall be allowed to carry over from one calendar year to the next.

The Chief of Police in determining the annual vacation schedule will take into consideration the desires of the individual employee, and in the event of conflict in employee scheduling, seniority will be considered.

Employees entitled to more than eighty (80) hours vacation time shall be entitled to take it consecutively with the authority of the Chief of Police.

Employees shall be entitled to split their allowable vacation into a maximum of four (4) units (a unit being a minimum of two (2) vacation days or more). Sergeants may use vacation time in addition to their four (4) splits with such time to be governed under the rules of personal time use. More than one (1) sergeant may be on vacation simultaneously on a shift as long as a sufficient number of supervisors (Commanders/Sergeants) are working to meet minimum supervisory requirements.

**Section 7.2. Vacation Schedule:**

Regularly Scheduled Days Off (RDOs) shall not be considered part of a Sergeant's vacation leave for the purpose of determining the number of Sergeants on vacation.

**Section 7.3. Vacation Cash-in Payment:**

Sergeants who are eligible and request vacation cash-in payment, such payment shall be included in the Sergeant's regular payroll check with the last payroll in March and the first payroll in September.

**ARTICLE VIII**  
**HOLIDAY AND PERSONAL TIME**

**Section 8.1. Holiday:**

Full-time employees shall receive the following holidays:

New Year's Day	Labor Day
Presidents' Day	Columbus Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

In the event that an employee works on any of the above days, he shall receive hourly pay at the rate of double time and one-half (2 1/2) hourly pay he would regularly receive for working. Any employee working in excess his/her regular duty shift on any of the above listed holidays, shall receive time and one-half (1 1/2) for hours worked plus one (1) hour of premium pay for every two (2) hours in excess of ten (10) hours worked on a holiday.

In the event an employee works less than eight (8) hours on any of the above days, he shall receive the regular hourly pay for such hours for which he does not work, which non-working hours shall be calculated by subtracting the total hours worked from eight (8).

In the event that an employee is not scheduled to work on a day on which a holiday falls, he shall nevertheless receive eight (8) hours pay for the holiday in addition to his time off.

**Section 8.2. Personal Time:**

Each full-time employee shall earn four (4) hours per month off with pay during the calendar year. Said time shall not be charged against vacation or sick time.

To be eligible, an employee must schedule the time and receive the approval of his/her supervisor.

All personal time not used may be carried over to the next calendar year without loss, up to a maximum of seventy-two (72) hours.

Sergeants shall be allowed to schedule up to four (4) personal days per year to be utilized as vacation days (can require a hire back to cover selected shift).

**Section 8.3. Personal Time Cash-in Payment:**

Sergeants who are eligible and request personal time cash-in payment, such payment shall be included in the Sergeant's regular payroll check with the last payroll in March and the first payroll in September.

**ARTICLE IX**  
**LEAVE OF ABSENCE**

**Section 9.1. Absence from Work:**

All absences from work due to illness must be reported to the Supervisor in charge at least two (2) hours prior to assigned working shift pursuant to department policy.

**Section 9.2. Sick Leave:**

Each full-time employee shall earn eight (8) hours per month paid sick leave to be used when an Employee is physically unable to report to work. In the event that an Employee experiences a family emergency the Sergeant may, with the permission of the Chief or his designee, utilize first time due and then personal leave and in the absence of accumulated time due and personal leave may utilize sick leave for the purposes of caring for the Employee's immediate family. The parties further agree that upon request of the Chief of Police or his designee the employee must provide explanation or verification of family emergency, including proof that his/her presence was necessary and that another unpaid person was unavailable. These hours shall be earned on a monthly basis, so that beginning with January of each year each employee on full-time active duty shall be credited with eight (8) hours sick leave at the end of the month.

An individual may accumulate up to four hundred eighty (480) hours of unused sick leave.

Prior to February 1st of each year, the Village shall calculate how many sick hours above four hundred eighty (480) have been credited to and remain unused by any given employee as of December 31st of the previous year. If between December 31st of the previous year and the following January 15th, the employee shall have notified the Finance Department of the Village in writing of his/her desire to continue to accumulate in one or more groups of forty-eight (48) hours above four hundred eighty (480) that have remained unused during the previous year, such employees shall be allowed to accumulate such additional time above and beyond four hundred eighty (480) hours to a maximum of seven hundred sixty-eight (768) hours.

In February of each year, the Village, shall compensate the employee at the rate of fifty percent (50%) of the time accumulated above and beyond four hundred eighty (480) hours, or such other number of hours provided the Village has been notified such additional number to be accumulated and not compensated for as set forth hereinabove. If an employee elects to receive monetary compensation for sick hours above 480, the payment will be included in the employee's regular paycheck.

As to questions raised concerning sick leave, employees may be required to obtain a medical release before returning to work after being off from work for three (3) or more consecutive working days.

In those instances where the Village finds it necessary, based on reasonable suspicion, to verify an illness, they will visit the home only after making a call and getting no response. They

reserve, however, the right to use other procedures to, in fact, verify the reported illness, if necessary, but in so doing to attempt to recognize the dignity and rights of the parties involved.

**Section 9.3. Funeral Leave:**

The Village agrees to allow any employee up to three (3) days leave with pay in order to attend the funeral of anyone in the immediate family or to attend to necessary related matters. Said time off shall not be charged to an employee's accrued time off. The immediate family shall include: father, mother, foster-father, foster-mother, step-father, step-mother, step-children, brother, sister, step-brother, step-sister, spouse, children, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, or grandparents-in-law and includes a person who has an established civil union with the employee pursuant to Illinois law.

**Section 9.4. Military Leave:**

The Village will follow the minimum requirements upon applicable Federal or State laws as cited herein including, Illinois Service Member's Employment Tenure Act under Illinois Compiled Statutes 330 ILCS 60/4.

**Section 9.5. Jury Duty:**

Police Sergeants are granted regular compensation for their regularly scheduled work days when serving on jury duty.

**ARTICLE X**  
**EDUCATION BENEFITS**

**Section 10.1. Travel and Meeting Expense Allowances:**

The Village, upon the Chief's approval shall reimburse Sergeants for professional conferences and training seminars, providing such funds are available.

Conventions, seminars, workshops, and conferences, generally of a national scope or regional (multi-state), gathering of national groups may be attended by Sergeants if the gathering of national groups is specifically related to his technical area. In all cases, specific approval by the Chief of Police is necessary.

State-wide conventions, seminars, workshops and conferences may be attended by Sergeants.

Attendees may include Sergeants who can be shown to have an interest in the gathering which directly relates to his/her area of work with specific approval of the Chief of Police.

Any Sergeant attending any conferences, meeting, seminar or convention and being reimbursed by the Village or on Village payroll is expected to conduct themselves in a manner as if they were still at work. Any improper conduct will be treated as if it occurred during regular working hours.

## **ARTICLE XI**

### **GRIEVANCE PROCEDURE**

#### **Section 11.1. Definition:**

A grievance is a difference of opinion between an employee and the Village with respect to the meaning or application of the express terms of this Agreement excluding matters within the jurisdiction of the Board of Fire and Police Commissioners.

#### **Section 11.2. Procedure for Grievance:**

Recognizing that it is to the benefit of all concerned to raise and settle grievances promptly, a grievance must be raised within five (5) calendar days of the time the grievant becomes aware of the facts giving rise to the grievance.

**STEP ONE:** The employee, with or without a Chapter representative, may take up a grievance with his/her assigned Unit Commander within five (5) days of its occurrence. The Unit Commander shall then attempt to adjust the matter and shall respond within five (5) days after such discussion. If the grievance is adjusted at Step One, the Unit Commander shall notify the Chief and Chapter representative in writing within ten (10) days thereafter the nature of the grievance and its resolution.

**STEP TWO:** If not adjusted in Step One, the grievance shall be reduced to writing and presented by the Chapter to the Chief of Police within ten (10) days following the receipt of the Unit Commander's answer in Step One. The Chief of Police shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting with the employee, his/her immediate Unit Commander, and Chapter Representative within ten (10) days after receipt of the grievance from the Chapter. The Chief of Police shall then render a decision, based on the supplied information during the meeting, within ten (10) days of the meeting.

**STEP THREE:** If the grievance is not adjusted in Step Two, the grievance shall be submitted to the Village Manager or his designated representative within five (5) days of the receipt from the Chief of Police of his response to the Step Two procedure. A meeting shall be held at a mutually agreeable time and place and participants shall discuss the grievance and hopefully come to an equitable solution. If a grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the Village Manager, or his designated representative, shall give the Chapter the Employer's answer within ten (10) days following their meeting.

#### **STEP FOUR:**

a. If the Chapter is not satisfied with the decision of the Village Manager, the Chapter may appeal the grievance to arbitration by notifying the Village Manager in writing within ten (10) days after receipt of the Village Manager's response in Step 4. Within ten (10) days of receipt of such request the Chapter and/or the Village shall request a list of seven (7) arbitrators who shall be members in good standing of the National Academy of Arbitrators from the Federal Mediation and Conciliation Service (FMCS). Both the Village and the Chapter shall have the right to strike three (3) names from



the panel. The order of alternate striking shall be determined by a coin toss, with the losing party starting by striking a name first. The person remaining shall be the arbitrator. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. The arbitrator shall fix the time and place of the hearing which shall be as soon as possible after his selection subject to the reasonable availability of Chapter and Village representatives.

The Arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing subject to the availability of Chapter and Village representatives.

The Village and Chapter shall have the right to request the Arbitrator to require the presence of witnesses or documents. Both parties may retain the right to employ legal counsel.

b. The power of the arbitrator shall be limited to the interpretation and application of the written terms of this Agreement. In no event may the terms and provisions of the Agreement be deleted, modified or amended by the arbitrator. He shall consider and decide only the specific issue raised by the grievance as originally submitted in writing to the Village, and shall have no authority to make his decision on any issue not so submitted to him. The arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. In the event the arbitrator finds a violation of the Agreement, he shall determine an appropriate remedy. The decision of the arbitrator shall be final and binding on the parties. No decision or remedy of the arbitrator shall be retroactive beyond the period specified in Step 1 of this grievance procedure.

#### **Section 11.3. Fees and Expenses of Arbitration:**

The fee and expenses of the arbitrator and the cost of the written transcript, if requested by both parties, shall be divided equally between the Village and the Chapter provided, however, that each party shall fully bear the expense of preparing and presenting its own case including the costs of witnesses and other persons (not employed by the Village) it requires to attend the arbitration. Should only one party request a transcript, that party shall pay for the cost of the transcript.

#### **Section 11.4. General Rules:**

a. Any decision not appealed by the employee or the Chapter as provided within the time limits specified in each step shall be considered settled on the basis of the latest decision and shall not be subject to further appeal. Any grievance not answered within the time limits specified in each step shall be automatically appealed to the next step. However, time limits at each step may be extended by mutual written agreement of the Chapter and the Village.

b. No matter or action shall be treated as a grievance unless a grievance is filed in accordance with this Article.

c. No grievance settlement made as a result of the grievance procedure shall contravene the provisions of this Agreement.

**Section 11.5. Notice of Union Representation:**

The Chapter shall certify to the Village the names of those Sergeants who are designated as unit representatives. These Sergeants shall be the only employees authorized to function as representatives on each respective shift and division.

**Section 11.6. Definitions:**

Days, as referred to in this Article, shall mean Monday through Friday, excluding holidays and weekends.

**Section 11.7. Miscellaneous Grievance Provision:**

All grievances shall set forth the specific grievance and contract provisions involved as well as the relief sought. All meetings shall take place in a manner which does not interfere with Village operations. Neither the grievant nor his representative shall be entitled to any overtime payments for time spent in processing or investigating a grievance.

## **ARTICLE XII**

### **DISCIPLINE**

#### **Section 12.1. Procedure of Discipline:**

If the Village has reason to discipline an employee, it will take into consideration methods to do so which would not unduly embarrass the employee before other fellow employees or members of the public.

#### **Section 12.2. Jurisdiction of Fire and Police Commission:**

Disciplinary action or termination is subject to the jurisdiction of the Board of Fire and Police Commissioners according to the applicable State law. A copy of any written disciplinary action shall be provided in writing to the employee. It is understood that in the event the Commission, for any reason, ceases to have jurisdiction over disciplinary action or termination, the parties agree that Article XI, Grievance Procedure, shall be applicable for resolving issues or disputes relating to just cause discipline.

Disciplinary action given by or approved by the Board of Fire and Police Commissioners may be subject to the Grievance Procedure of the Agreement at Step 4 based on conditions set forth below. Upon receipt of a notice of disciplinary action, the employee (with approval of the Union) may elect to appeal a disciplinary action involving a suspension or dismissal by filing a written grievance at Step 4 of the Grievance Procedure not later than 10 days from the date of the disciplinary action given by or approved by the Board of Fire and Police Commissioners. The suspension or discharge shall be in effect while the grievance is pending.

If a decision is made to have the appeal heard through the Grievance and Arbitration Procedure, the grievance shall be filed in a written form. Any such appeal shall be signed by the Union President or his designee and shall also contain a signed statement from the affected employee waiving any and all rights he may have to any further appeal of the discipline of the Board of Fire and Police Commissioners pursuant to the Administrative Review Act or other legal recourse. If the arbitrator determines after hearing that the disciplinary action is not supported by just cause, the arbitrator shall have the authority to rescind or to modify the action and order that the employee be made whole for any losses incurred as a result of wrongful disciplinary action. In the event that the arbitrator modified the disciplinary action by awarding a suspension or a shorter suspension, he shall have the authority to award a payment of partial back pay that is consistent with the length of any such reduced disciplinary action. Any disciplinary grievance filed without the required signed waiver shall not be subject to arbitration and the arbitrator shall be without jurisdiction to consider or rule upon it.

#### **Section 12.3. Written Reprimand:**

In cases of written reprimand, notation of such reprimand shall become a part of the employee's personnel file and a copy given to the employee.



**Section 12.4. Purge of Personnel File:**

Any written reprimand shall be removed from the employee's record, if, from the date of the last reprimand, eighteen (18) months have passed from the date of the incident resulting in the written reprimand sought to be purged without the employee receiving any additional written reprimands or disciplines. The parties agree that the removal of reprimand shall be on the written notice of the affected employee. Notwithstanding the above, record of such discipline may be introduced when relevant at a disciplinary proceeding before the Board of Fire and Police Commissioners or arbitrator, whichever is applicable.

**Section 12.5. Personnel File:**

The Village agrees to abide by the lawful requirements of the "Access to Personnel Records Act," contained in Illinois Compiled Statutes, 820 ILCS 40/1.

**ARTICLE XIII**  
**INVESTIGATIONS CONCERNING SERGEANTS**

**Section 13.1. Right to Investigate:**

The Village agrees to abide by the lawful requirements of the Illinois Compiled Statutes 50 ILCS 725/1.

**Section 13.2. Right to Representation:**

Any Sergeant interviewed regarding any matter which may result in discipline against the Sergeant shall be entitled to representation by either a Union representative or Union attorney.

**ARTICLE XIV**  
**HOSPITALIZATION AND LIFE INSURANCE**

**Section 14.1. Hospitalization:**

The Village agrees to maintain in full force and effect for the life of this Agreement, a health insurance benefits program for full-time employees. The Village agrees to pay any and all increases in premiums for the current benefits program during the term of this Agreement. Notwithstanding anything contained herein, the Village may alter its health insurance plans to meet the requirements of the Patient Protection and Affordable Care Act ("Act") (including by example, but without limitation, the imposition of a tax on the Village due to the amount paid by the Village for its health plan as so-called "Cadillac" plan.) The Village retains the option to obtain alternative health coverage that is substantially similar to the existing plan in an effort to reduce costs and avoid the "Cadillac" tax. If the Village is unable to obtain an alternative health insurance plan to avoid the tax the Village and the Union shall meet to discuss and bargain over the impact of opportunities to avoid the "Cadillac" tax.

Further it is expected that under this Act, beginning in 2014, various federal health care reform mandates may impact the Village's existing health insurance care plans, and certain health insurance exchanges will be offered as an alternative to the Village's existing health care plan. The Village and the Union shall meet to discuss and bargain over the impact of that alternative coverage and the applicable federal health care mandates on the Employer's existing health insurance plan and the costs related hereto.

Each employee, upon becoming eligible for the above coverage, shall receive a policy and descriptive literature describing the health insurance benefits and the procedures for utilizing them. Employee's contribution towards the insurance benefits program shall be as follows:

Employees have the choice to choose from a PPO plan with a specific deductible or HMO with specific co-pay levels:

<b>Effective January 1, 2017:</b>		<b><u>Option #1 (Monthly Premium)</u></b>		<b><u>Option #2 (Monthly Premium)</u></b>	
<b>Coverage Type/Co-Pay Type</b>		<b>PPO (\$300/\$900) Plan *</b> \$300 single deductible \$900 family deductible	<b>HMO (\$25/\$75) Plan</b>	<b>PPO (\$500/\$1500) Plan</b> \$500 single deductible \$1500 family deductible	<b>HMO (\$25/\$100) Plan</b>
Single		\$116.00	\$116.00	\$102.00	\$102.00
Single Discount (10%)*		\$104.40	\$104.40	\$91.80	\$91.80
Family		\$258.00	\$258.00	\$227.00	\$227.00
Family Discount (30%)*		\$180.60	\$180.60	\$158.90	\$158.90
Doctor Co-pay		\$25.00	\$25.00	\$25.00	\$25.00
Specialist Doctor Co-pay		\$40.00	\$50.00	\$40.00	\$50.00
Emergency Room Visit Co-Pay		\$75.00	\$75.00	\$75.00	\$100.00
<i>*Discount rate available for those who qualify.</i>					

**Effective January 1, 2018:**

Coverage Type/Co-Pay Type	Option #1 (Monthly Premium)		Option #2 (Monthly Premium)	
	PPO (\$300/\$900) Plan * \$300 single deductible \$900 family deductible	HMO (\$25/\$75) Plan	PPO (\$500/\$1500) Plan \$500 single deductible \$1500 family deductible	HMO (\$25/\$100) Plan
Single	\$153.00	\$153.00	\$134.49	\$134.49
Single Discount (10%)*	\$137.70	\$137.70	\$121.04	\$121.04
Family	\$336.00	\$336.00	\$295.34	\$295.34
Family Discount (30%)*	\$235.20	\$235.20	\$206.74	\$206.74
Doctor Co-pay	\$25.00	\$25.00	\$25.00	\$25.00
Specialist Doctor Co-pay	\$40.00	\$50.00	\$40.00	\$50.00
Emergency Room Visit Co-Pay	\$75.00	\$75.00	\$75.00	\$100.00

*\*Discount rate available for those who qualify.*

**Effective January 1, 2019:**

Coverage Type/Co-Pay Type	Option #1 (Monthly Premium)		Option #2 (Monthly Premium)	
	PPO (\$300/\$900) Plan * \$300 single deductible \$900 family deductible	HMO (\$25/\$75) Plan	PPO (\$500/\$1500) Plan \$500 single deductible \$1500 family deductible	HMO (\$25/\$100) Plan
Single	\$153.00	\$153.00	\$134.49	\$134.49
Single Discount (10%)*	\$137.70	\$137.70	\$121.04	\$121.04
Family	\$336.00	\$336.00	\$295.34	\$295.34
Family Discount (30%)*	\$235.20	\$235.20	\$206.74	\$206.74
Doctor Co-pay	\$25.00	\$25.00	\$25.00	\$25.00
Specialist Doctor Co-pay	\$40.00	\$50.00	\$40.00	\$50.00
Emergency Room Visit Co-Pay	\$75.00	\$75.00	\$75.00	\$100.00

*\*Discount rate available for those who qualify.*

One-half of the employee's portion of the monthly premium costs shall be deducted from the employee's pay each pay period up to twenty-four (24) times per year. The co-pay amounts for employees apply to both the PPO/indemnity and HMO insurance programs. Employees who participate in the HMO will receive insurance coverage as dictated by the HMO provider.

The co-payment level is established at 70% employer paid and 30% employee paid for services rendered outside of the Preferred Provider Network (PPO) in place at the time. The co-payment level is established at 90% employer paid and 10% employee paid for services rendered by a service provider who participates in the PPO.

The Village of Mount Prospect shall be allowed to raise the maximum out-of-pocket expenses to the following:

2% of the employee's pensionable pay for single coverage and 4% of the employee's pensionable pay for family coverage. The maximum out of pocket levels shall be established as illustrated in Appendix C.

#### Health Management Participation Rewards:

The Village will offer the biometric blood draw annually and employees may participate in the blood draw scheduled at the Village or at approved remote locations. Human Resources has the listing of the approved remote locations, in the instances when the employee and spouse cannot directly participate in the blood draw scheduled at the Village. Spouses must also participate in the biometric testing and meet the criteria established below to order to qualify for the family insurance premium discount.

The biometric test consists of a 37-panel evaluation including coronary risk assessment, blood count, and chem-screen profile. The purpose of the biometric test, blood pressure screening, body mass index and health risk assessment is to alert participants at an early stage of possible health issues and to prevent the issues from becoming catastrophic illnesses. The results are strictly confidential and mailed directly to the participant's home address on file.

#### Biometric Measurements –

##### Healthy Range in 4 out of the 5 biometric measurements.

- Blood Pressure
- Total Cholesterol (HDL, LDL)
- Triglycerides
- Glucose
- Body Mass Index (BMI)

Employees and/or spouses that do not meet the 4 out of 5 criteria considered in the healthy range may still be eligible for the discount provided they participate in a physician supervised program that actively manages any of the criteria deemed to be in the unhealthy range. The Village will not have any information as to what areas any employee or spouse may be deemed to be in an unhealthy range nor will the Village have any knowledge of any treatment. The information the Village will receive is only if the employee and/or spouse meet the healthy range criteria and whether the healthy range is a result of participation in treatment or not is not communicated to the Village.

Wellness discounts will apply annually provided the criteria above is met. The discounts will be applied to monthly insurance premium charges in the amount of 10% for single coverage or 30% for family coverage. If an employee has family coverage they would not be eligible for a single coverage discount if only the employee participated in the biometric program.



**PPO Prescription Drug Card:**

The prescription co-payment amounts shall be as follows:

Effective Date	Generic Prescription	Formulary Brand Prescription	Non-Formulary Brand Prescription
1/1/2017	\$20.00	\$50.00	\$75.00
1/1/2018	\$20.00	\$50.00	\$85.00
1/1/2019	\$20.00	\$50.00	\$85.00

**HMO Prescription Drug Card:**

The prescription co-payment amounts shall be as follows:

Effective Date	Generic Prescription	Formulary Brand Prescription	Non-Formulary Brand Prescription
1/1/2017	\$20.00	\$50.00	\$75.00
1/1/2018	\$20.00	\$50.00	\$85.00
1/1/2019	\$20.00	\$50.00	\$85.00

**General Prescription Drug Card Information (applicable to both PPO and HMO plans).**

Mail order drug prescriptions shall be available to employees to purchase up to a ninety (90) day supply with the employee paying the appropriate co-pay amount that corresponds to the classification of the prescription be it generic, non-formulary, or formulary. All mail order prescription drugs shall be paid by the employee in an amount of two (2) times the appropriate prescription co-pay level depending on the classification of the prescription drug ordered.

Prescription drugs that are considered Specialty drugs shall have a \$350 co-payment amount and shall not be subject to the out-of-pocket maximum. Prior to submitting a specialty drug prescription for payment the prescription must be pre-authorized. If the prescribed drug is determined to be a maintenance and non-elective drug the co-payments that corresponds to the classification of the prescription be it generic, non-formulary, or formulary shall apply and not the \$350.

The parties agree that all emergency care benefits and second opinion benefits as provided in the health insurance plan booklet dated July 1, 2011, shall be covered at one hundred percent (100%) with no deductible to apply. The Employer has the discretion to select insurance carriers, provided that benefits are similar to those benefits in effect as of execution.

**Section 14.2. Life Insurance:**

The Village shall supply each Sergeant covered by this Agreement with term life insurance with a face amount equal to fifty thousand dollars (\$50,000). Said insurance shall be at no cost to each covered employee. If available from the life insurance provider of the Village, employees shall have the option of purchasing up to an additional \$50,000 of life insurance above the amount provided

by the Village provided the additional insurance coverage is at the employee's cost.

**Section 14.3. Continuation of Benefit:**

When an Sergeant is killed in the line of duty, the Village will pay the full premiums for the continuance of the then current health insurance for the spouse and minor children up to the age of eighteen (18) and shall continue to pay such premiums for a period of twenty-four months from the Sergeant's date of death or until the spouse and minor children are covered under a separate health insurance plan, unless required to provide a greater benefit under state or federal law.

**Section 14.4. Retiree Health Insurance Program:**

The Village agrees to offer for purchase to all retired bargaining unit employees of the Village of Mount Prospect Police Department, with a minimum of twenty (20) years of service to the Village, health insurance as currently provided to members covered by this Agreement. The parties agree that should a retired employee choose to continue his/her health insurance, he/she is eligible only for the then current benefits provided bargaining unit employees, and that retiree is also responsible for payment of one hundred percent (100%) of the premiums for those benefits. The parties agree that retired employees of the Village of Mount Prospect Police Department shall be subject to changes in coverage and benefit levels as negotiated from time to time between the Employer and the Chapter.

**Section 14.5. Retiree Health Savings Plan**

Upon retirement, employees who meet the eligibility requirements and have accumulated Sick Leave must participate in the Retiree Health Savings (RHS) Plan. Eligibility for participation is defined as an employee who retires with at least twenty (20) years of service with the Village.

Provided the employee is eligible to participate, the Village shall deposit up to four hundred and eighty (480) hours or sixty (60) days of sick leave converted to a dollar value using the employee's regular rate of pay into the RHS (herein referred to as "Trust") for the employee's use as defined by the regulations outlined by the Trust administrator. If an employee has accumulated sick leave hours above the four hundred and eighty (480) hours, but below the seven hundred and sixty-eight (768) maximum number of sick leave hours, the Village shall deposit into the employee's Trust account fifty (50)% of the value of the sick leave hours between four hundred and eighty (480) and seven hundred and sixty-eight (768) calculated on the employee's regular hourly rate of pay.

If an employee leaves the Village's employment, and does not meet the eligibility requirement for converting sick leave into the Trust, accumulated sick leave hours shall not be paid out at time of termination of employment for any reason.

#### **Section 14.6. Retiree Health Savings Plan – Annual Contribution**

Employees shall contribute forty-eight (48) hours of accumulated sick leave which shall be converted to a cash equivalent of twenty-four (24) hours annually into an Retiree Health Savings (RHS) account. If the employee does not have a minimum of forty-eight (48) hours of accumulated sick leave available for contribution into the RHS account the contribution will not be made for the calendar year.

#### **Section: 14.7. Personal Physical Fitness Testing**

The Mount Prospect Police Department will conduct bi-annual voluntary physical fitness testing. This testing will be based on the Cooper Model, also known as the POWER Test, as used by the State of Illinois basic training academies. Employees who meet or exceed the Cooper Fitness Standards shall receive a one-time ten (10) hour bonus per calendar year at their straight time pay rate as an incentive. No employee shall be subject to disciplinary action for failing to meet the standards or goals of the physical fitness program described herein.

If necessary, a Sergeant may participate in two bi-annual voluntary physical fitness tests per year, and who otherwise would be off duty, shall be compensated at a minimum of two (2) hours at their straight time pay rate, or for the actual hours in attendance as a participant, whichever is greater. The maximum payout of straight time due awarded in any calendar year will be ten (10) hours.

#### **Section 14.8. Section 125/Flex Plan Participation**

The Village shall maintain a Flexible Compensation Plan whereby employees will be able to defer pre-tax earnings into individual spending accounts to be used for un-reimbursed medical expenses, dependent care costs up to a specified limit, and additional life insurance (provided such is applicable under IRS regulations). Employees shall elect to participate in the program annually and within thirty-one (31) days of hire for new employees.

**ARTICLE XV**  
**DISABILITY AND RETIREMENT BENEFITS**

**Section 15.1. Employee Disability/PEDA:**

Any employee injured on the job shall continue to receive his/her regular salary for up to one (1) year, without charge to his/her sick leave days. Employees shall sign and deliver any Workers' Compensation or similar payments to the Village while receiving the salary continuation benefits of this Article as required by law.

At such time as the Village feels an employee is permanently disabled, the Village may refer the matter to the Board of Fire and Police Commissioners or a designated arbitrator depending on which party retains authority for such determinations.

**ARTICLE XVI**  
**UNIFORM BENEFITS**

**Section 16.1. Benefits:**

The Village agrees to provide each employee with a uniform allowance as follows:

\$650 shall be provided to the employee on their first regular payroll check in June of each year of this Agreement.

The Village will determine the style and make of the prescribed uniform and equipment.

To the extent that uniforms and equipment, in the opinion of the Village, become unserviceable in the line of duty, other than from normal wear and tear, the Village will replace the item without any charge against the uniform allowance.

The employee shall be required to stand inspection and perform his job in the uniform prescribed with the equipment specified. Plainclothes Sergeants will stand inspection in the uniform prescribed at the time they went on plainclothes detail. If the uniform is changed, the Village shall buy the first issue (which shall not exceed one), unless the Village allows a twelve (12) month period between notice and mandatory effective date in which case the employee shall bear the expense of the change.

Guns and leather shall be treated specially. If the Village specifies a new gun or leather for the future and specifies an effective date, it must bear the cost. If, however, no date is established, all new employees shall buy the prescribed equipment and any employee buying a replacement gun or leather shall buy the prescribed items.

**Section 16.2. Protective Vests**

The Employer agrees that it will replace protective vests for participating Sergeants on an as-needed basis using a five (5) year schedule based on the dates reflected in Appendix "B" attached hereto and incorporated herein. The parties further agree that if the Village purchases a protective vest for an Sergeant covered by this Agreement, then that Sergeant agrees that he/she shall wear that protective vest as part of his/her everyday uniform unless the affected Sergeant receives a written exception from the Chief or his designee.

**ARTICLE XVII**  
**OFF DUTY EMPLOYMENT**

**Section 17.1. Employment Outside Department:**

The Parties agree that the current restrictions placed on outside employment shall remain in full force and effect during the term of this Agreement, as provided for in Department policy ADM-104.

**ARTICLE XVIII**  
**SENIORITY**

**Section 18.1. Seniority:**

The parties agree that they shall abide by the seniority rules as outlined under applicable Illinois law as amended.

**Section 18.2. Maintenance of Seniority List:**

A current and up-to-date seniority list showing the names and length of service, with the department and time in rank, of each Police Sergeant shall be maintained for inspection by members and shall be updated on a semi-annual basis and shall be utilized in assisting the assignments of shifts pursuant to Section 5.2 of this Agreement.

**ARTICLE XIX**  
**BOARD OF FIRE AND POLICE COMMISSIONERS**

**Section 19.1. Board of Fire and Police Commissioners:**

The parties recognize that the Village of Mount Prospect Board of Fire and Police Commissioners has certain statutory authority over employees covered by this Agreement, including but not limited to the right to make, alter and enforce rules and regulations and impose disciplinary sanctions. Nothing in this Agreement is intended in any way to replace and diminish any such authority provided the Board of Fire and Police Commissioners is a duly authorized board by the Village.



**ARTICLE XX**  
**MATERNITY LEAVE**

**Section 20.1. Maternity Leave/Pregnancy:**

Sergeants who are pregnant or have a disability related to pregnancy, childbirth and/or common medical conditions related to pregnancy or childbirth are entitled to time off and other privileges to the same extent as officers who take time off for other non-work related medical conditions. Time off taken under this Section and another leave policy will run concurrently when both apply. Those Sergeants also are entitled to receive a reasonable accommodation to assist them in the performance of the essential job functions of their position provided it does not create an undue hardship to the Department's ordinary business operations. These issues are addressed on a case-by-case basis according to the applicable state and federal laws.

**ARTICLE XXI**  
**Family Medical Leave (FMLA)**

**Section 21.1. Family Medical Leave (FMLA):**

It is understood by the parties that the Village must comply with the laws and applicable regulations of the Family Medical Leave Act, as amended regardless of conflicting terms of this Agreement.

**ARTICLE XXII**  
**SAVINGS CLAUSE**

**Section 22.1. Savings Clause:**

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any board, agency or Court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the board, Court or agency decision; and upon issuance of such a decision, the Village and the Chapter agree to notify one another and to immediately begin negotiations on a substitute for the invalidated Article, Section or portion thereof.

**ARTICLE XXIII**  
**ENTIRE AGREEMENT**

**Section 23.1. 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, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the Employer as provided in the management rights clause, Article II. 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 understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Chapter specifically waives any right it may have to decision, impact or effects bargaining for the life of this Agreement.

**ARTICLE XXV**  
**TERMINATION**


**Section 24.1. Termination:**

This Agreement shall be effective as of the day after it is executed by both parties and shall remain in force and effect until **December 31, 2019**. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations, if any, shall begin no later than sixty (60) days prior to the expiration date.

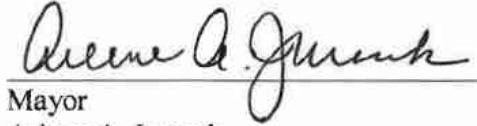
Executed this 5<sup>th</sup> day of September, 2018


METROPOLITAN ALLIANCE OF  
POLICE, MOUNT PROSPECT CHAPTER 85

  
\_\_\_\_\_  
President, Metropolitan  
Alliance of Police

  
\_\_\_\_\_  
President Mount Prospect  
MAP, Chapter #85

VILLAGE OF MOUNT PROSPECT

  
\_\_\_\_\_  
Mayor  
Arlene A. Juracek

  
\_\_\_\_\_  
Village Clerk  
Karen Agoranos

## Appendix A – Wage Rates 2017-2019

Sergeant Wage Schedule 2017-2019		1-Jan 2017	1-Jan 2018	1-Jan 2019
Top Patrol Officer Base Pay		\$93,096	\$95,284	\$97,523
Certified Police Officer Incentive	+	\$2,800	\$2,800	\$2,800
		\$95,896	\$98,084	\$100,323
Sergeant Salary Calculation		\$95,896	\$98,084	\$100,323
	X	20%	20%	20%
		\$115,075	\$117,701	\$120,388
Subtract Certified Police Officer Incentive	-	\$2,800	\$2,800	\$2,800
Base Pay		\$112,275	\$114,901	\$117,588
Market Adjustment		\$500	\$550	\$600

Sergeant salaries will be twenty (20) percent above top patrolman salaries.

Retroactive pay from date of execution of award back to January 1, 2017 shall be paid within thirty (30) days of the execution and ratification of the contract. Said retroactive pay shall include all straight, overtime, holiday hours and compensable hours worked. This includes Sergeants who have elected to retire during periods of negotiation after the current contract has expired.

### Longevity Pay:

1. This pay will be paid to full-time police patrol officers as a means of recognizing extended years of service with the Village. Employees who complete the required years of service by December 31<sup>st</sup> of each year will be eligible for the Longevity payment in December of each year. Longevity Pay will be paid annually by December 31<sup>st</sup> based on the total number of continuous full years of full-time service as of December 31<sup>st</sup> of each year and calculated from the employee's anniversary date of employment. In all cases, the employee must be currently employed with the Village as of December 31<sup>st</sup> of each year to be eligible for Longevity Pay. There will be no pro-rating of Longevity Pay for partial years completed as of December 31<sup>st</sup>. Longevity payments shall be included with the employee's regular payroll check for the first payroll in December.
2. Longevity Pay Schedule:

<u>Completed Years of Service</u>	<u>Annual Longevity Pay</u>
5 years – 9 years	\$600
10 years – 14 years	\$700
15 years – 19 years	\$800
20 years and beyond	\$900

Supervisor Incentive Pay

January 1, 2017	\$5000 annually
January 1, 2018	\$5000 annually
January 1, 2019	\$5000 annually

All bargaining unit employees shall be entitled to Supervisor Incentive pay immediately upon promotion to the rank of Sergeant.

Midnight Supervisor Shift Differential Pay:

\$3,900 annually eligible for the Sergeant whose annual shift assignment is the Midnight Shift.



**Appendix B:**  
**Protective Vest Replacement Schedule:**

<u>Full Name</u>	<u>DOH</u>	<u>LAST VEST</u>	<u>NEXT VEST</u>
WEGER, MARK A.	4/4/1996	6/15	6/20
KANE, RYAN S.	12/30/1998	8/16	8/21
RAUS, FRANK R.	10/1/1998	6/15	6/20
KANUPKE, JOSEPH	1/2/2001	6/17	6/22
TWEEDIE, BART	6/11/2002	2/18	2/23
BROGAN, JACK	7/7/1989	6/15	6/20
KIDD, DANIEL	3/22/2004	6/17	6/22
ANGAROLA, MICHAEL	10/8/2008	6/14	6/19
KERRIGAN, MAUREEN	3/15/1991	8/16	8/21
SCHAPS, LEE	7/1/1993	8/16	8/21
MEISTER, MICHAEL	12/30/1998	6/15	6/20

**Appendix C:**  
**Maximum Out of Pocket Rates – 2017 – 2019**

Wage Range		2% Single	4% Family
\$20,000	\$29,999	\$600	\$1,200
\$30,000	\$39,999	\$800	\$1,600
\$40,000	\$49,999	\$1,000	\$2,000
\$50,000	\$59,999	\$1,200	\$2,400
\$60,000	\$69,999	\$1,400	\$2,800
\$70,000	\$79,999	\$1,600	\$3,200
\$80,000	\$89,999	\$1,800	\$3,600
\$90,000	\$99,999	\$2,000	\$4,000
\$100,000	\$109,999	\$2,200	\$4,400
\$110,000	\$119,999	\$2,400	\$4,800

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## **SIDE LETTER OF UNDERSTANDING**

This Side Letter of Understanding ("Side Letter") is entered into on this \_\_\_\_ day of August, 2018 by and among the VILLAGE OF MOUNT PROSPECT, ILLINOIS and its Police Department (collectively referred to as the "Village" or "Employer") and the METROPOLITAN ALLIANCE OF POLICE, MOUNT PROSPECT SERGEANTS, CHAPTER #85 covering the employees who are employed by the Employer as peace officers in the rank of Police Sergeants and METROPOLITAN ALLIANCE OF POLICE, Chapter #84 covering the employees who are employed by the Employer as peace officers below the rank of sergeant ("Patrol Officers"). As used in this Side Letter, both chapters of METROPOLITAN ALLIANCE OF POLICE will be referred to as "MAP". The Parties agree as follows:

1. The Village and MAP are parties to a successor collective bargaining agreement that sets forth the conditions of employment for the Sergeants (the "Sergeant CBA"). The Village and MAP also are parties to a collective bargaining agreement that sets for the conditions of employment for the Patrol Officers (the "Patrol CBA").
2. After good faith bargaining regarding the decision and effects of the law referred to as the Illinois Police and Community Relations Improvement Act, the Parties have agreed to revise and replace Article 15 of the Sergeant CBA and Article 15 of the Patrol CBA with the following:

## **ARTICLE XV DRUG AND ALCOHOL TESTING**

### **Section 15.1 Drug and Alcohol Testing**

The Village may require employees to submit to a urinalysis test and/or other appropriate drug and/or alcohol testing at a time and place designated by the Village when the Police Chief (or designee) believes there is sufficient cause for such testing, defined for purposes of this section as "reasonable suspicion". The primary basis of the "reasonable suspicion" shall be verbally identified prior to the employee's submission to the test and will be documented in writing generally within 24 hours thereafter.

The Village also may require employees to participate in random drug testing, provided that any such program shall be administered by a vendor who conducts U.S. Department of Transportation testing (*i.e.* the type of testing outlined in 49 CFR, Part 40). If random testing procedures are implemented, up to fifty-percent (50%) of the employees in the bargaining unit are tested during each calendar year.

**Prohibitions.** Use, sale, purchase, delivery, or possession of illegal drugs at any time and at any place, whether on or off the job; abuse of prescribed drugs; failure to report to the Chief or his designee any known adverse side

effects of medication or prescription drug the employee is taking that is reasonably expected to affect the employee's performance; consumption or possession of alcohol while on duty; or being impaired by or under the influence of alcohol while on duty. Officers who consume or possess prohibited substances as part of their legitimate work duties, which have been approved and directed by the Chief of Police (or designee) will not be subject to discipline for that reason alone.

**Assistance.** Officers who believe they may have a problem with the use or abuse of drugs and/or alcohol are encouraged to seek assistance or a reasonable accommodation when necessary and without fear of retaliation. It is understood an after the fact request for assistance will not excuse a prior policy, CBA provision and/or SOP violation.

**Violations.** A policy violation or positive test result will be just cause for disciplinary action, including dismissal if warranted by the facts involved.

#### **Section 15.2 Drug and Alcohol Testing Following an Officer Involved Shooting**

Pursuant to the Illinois Police and Community Relations Improvement Act, drug and alcohol testing also will be required (even in the absence of reasonable suspicion) and completed as soon as practical (but no later than the end of the shift) following an officer involved shooting incident that results in death or injury to a person.

The Union agrees its members shall be required to abide by the Employer's General Order that is in effect at the time of ratification of this CBA regarding "Reporting and Investigation of Incidents Involving Subject Resistance and Officer Use of Force" and all other provisions of this Article 15 of the CBA (collectively the "D/A Policy"). This Section 15.2 and the D/A Policy will be construed in a manner that satisfies Public Act 100-389 (the "Act") and any other law that applies.

Pursuant to the Act, an officer is considered "involved in" a shooting when the officer discharged a firearm thereby causing injury or death to a person or persons. If multiple officers discharged their firearms, and it is unclear whose bullet struck the person or persons, then all officers who discharged their firearm in the direction of the subject shall be required to submit to drug and alcohol testing. By contrast, the phrase "involved in" does not include officers who did not discharge their weapon, even if they were providing other forms of support and assistance during the call. Nor does the term "involved in" include officers who discharge their weapons when it is undeniably clear their projectiles did not actually strike any person or persons.


The parties agree any drug or alcohol test required pursuant to the D/A Policy shall be considered a compelled, non-voluntary drug or alcohol test under threat of disciplinary action. Such OIS testing shall only be done by urinalysis or breathalyzer. Blood testing will not occur for an OIS required test under this Section 15.2 unless compelled by law. This does not limit the Employer's right to obtain test results via other available legal processes. The samples, testing, and results shall only be used for internal administrative purposes, including disciplinary action when appropriate and as required by law. Except as necessary to enforce the D/A Policy or when required by law (e.g. subpoena or warrant), the Employer will not share any test samples or results of testing with any entity or person.

3. As used above, references to "officer" or "member" or "employee" shall refer to patrol officers and other employees covered by the Patrol CBA when appropriate. By contrast, references to "officer", "member" or "employee" shall refer to the Police Sergeants covered by the Sergeant CBA when appropriate.

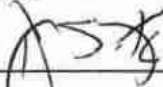
4. Except as provided herein, the remaining terms of the Sergeant CBA and the Patrol CBA will remain in full force and effect.

5. The changes are effective upon execution of this Side Letter. The individuals who signed this Side Letter below represent that they have authority to enter into this agreement and bind their respective party to these terms.

VILLAGE OF MOUNT PROSPECT,  
ILLINOIS

By:   
Date: 9-5-2018

MAP, MOUNT PROSPECT SERGEANTS  
Chapter #85

By:   
Date: 12 Sept 18

MAP, Chapter #84

By:   
Date: 14 Sep '18