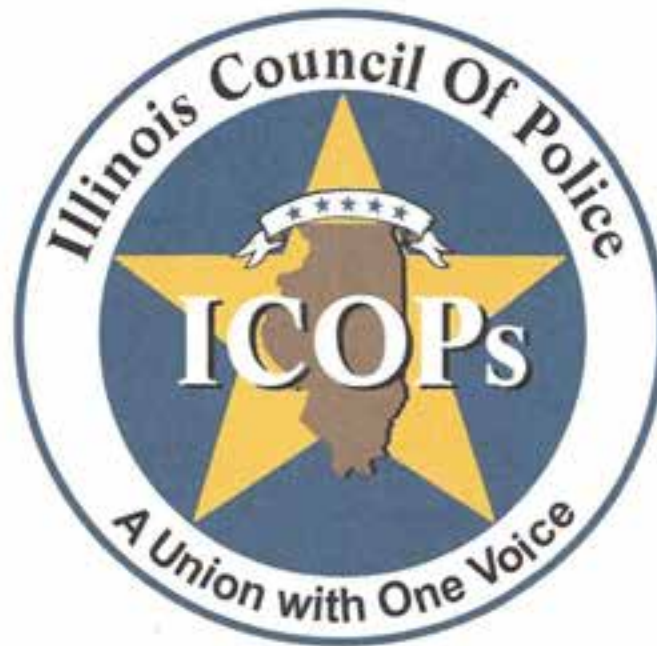


AGREEMENT



Between

Illinois Council of Police

and

Village of Wauconda, Illinois

Covering

Wauconda Police Sergeants

May 1, 2019 through April 30, 2023

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INTRODUCTION

This Agreement is voluntarily entered into by and between the Village of Wauconda, Illinois, hereinafter referred to as the "Village," and the Illinois Council of Police, hereinafter referred to as the "Union," as the exclusive collective bargaining agent for the employees of the Village of Wauconda who are described in the collective bargaining unit described herein.

PREAMBLE

The Union, having been certified by the Illinois Labor Relations Board as collective bargaining agent for all sworn police Sergeants employed by the Village, and the Village, having voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting certain relations between them, and the intention of the parties to this Agreement being to provide for the appropriate wage structure, hours of employment, working conditions and benefits, and orderly and expeditious grievance procedure, all as set forth herein, the parties therefore agree to the following:

ARTICLE I – RECOGNITION

- 1.1** The Village recognizes the Union as the sole and exclusive bargaining agent for all sworn police Sergeants.
- 1.2** Membership – As used herein, the term "sworn police Sergeants" shall refer to all those persons included in the collective bargaining unit described above.

ARTICLE II – VILLAGE RIGHTS

The Village President, Board of Trustees and the Chief of Police shall retain and reserve the ultimate responsibilities and exclusive authority for the proper and ongoing management of the Wauconda Police Department, according to the applicable laws, statutes and ordinances of Wauconda, Lake County, the State of Illinois and the United States. Nothing herein shall be construed to deny or restrict the Village in the exercise of its rights, responsibilities and authorities as articulated in the laws of Wauconda, Lake County, the State of Illinois and the United States. The Village shall retain and exercise all rights to determine its mission and set standards of service offered to the public; to direct the activities of its police department employees; to plan, direct, control and determine the operations or services to be conducted by police department employees covered by this Agreement; to assign or transfer employees; to hire, promote, demote, suspend, discipline, or discharge for just cause; to establish and enforce reasonable work rules and regulations; and to change or modify systems, methods, equipment or facilities; provided, however, that the exercise of any and all of the Village's rights and responsibilities do not conflict with the terms and conditions of this Agreement.

ARTICLE III – NO STRIKES, NO LOCKOUTS

The Union shall not recommend, authorize, or engage in any strike against the Village, nor shall the Village initiate, implement or otherwise engage in any lockout against the Union or its members.

ARTICLE IV – UNION-VILLAGE RELATIONS

4.1 **Bulletin Board**

A Union bulletin board of reasonable size shall be available for use in the Sergeant's office of the police department or as otherwise agreeable to the parties. Such bulletin board shall be available for the posting of notices and materials relating to Union activities. Such materials shall be identified with the name of the Union and shall be signed or otherwise authenticated by an appropriate officer or representative thereof. Such materials shall not be derogatory of any person associated with the Village and shall not include items which are endorsements of candidates for political office (other than offices of the Union).

4.2 **Public Information**

The Village shall make available to the Union, upon written request, existing public information, in its existing format, including relevant financial data and statistics that are pertinent to the conduct of negotiations, the processing of grievances, or the enforcement of the terms of this Agreement. Such materials shall be provided within ten (10) working days, wherever possible, following a written request of the Union. If unable to provide such materials within ten (10) working days, the Village shall advise the Union of its need for additional time and the Union agrees that, within reason, additional time may be granted. The Village shall not be obligated hereunder to research or compile data or to provide the same information more than once.

4.3 **No Discrimination**

Neither the Village nor the Union shall discriminate against any employee because of race, creed, color, national origin, sex, or physical or emotional disability as defined by the Americans with Disabilities Act, Village activities or Union activities.

4.4 **New Employees**

The Village agrees to notify the Union of the hiring/promotion of all new sworn police Sergeants whose job classifications are covered by this Agreement within ten (10) working days of the date of hire.

4.5 **Dues Check Off**

The Village shall deduct Union dues from the salary of each employee covered by this Agreement in amounts as determined by the Union, and shall promptly transmit such funds to the Union, provided the amounts to be deducted shall be uniform for each Union member and provided the deduction is authorized in writing by the member. Union dues shall be deducted from the salaries of employees and transmitted to the Union on the same schedule that the Village normally pays its police department employees.

The Village will honor the determination of any employee who notifies the Village that he or she no longer desires to be a member of the Union and shall discontinue deducting any Union dues.

When the Village makes such deductions for Union dues and remits these funds to the Union, the Union shall indemnify, hold harmless and defend the Village of Wauconda, its

police department, its elected officials, agents and employees in any action, complaint or suit or other proceeding which may be brought under § 5 of this Article.

4.6 Union Representatives and Visitation

The Village recognizes the right of the Union to elect, appoint, or otherwise name up to three Sworn Wauconda Police Sergeants as chapter representatives of the Union. The names of these three Union representatives, along with their designated titles, shall be provided to the Wauconda Chief of Police or his/her designee immediately upon the conclusion of the negotiation of this Agreement, or at such other time as the identities of the three Wauconda chapter officers become known. Any subsequent changes in the names or titles of these Union representatives shall also be provided to the Chief of Police or his/her designee as such changes occur.

These Union representatives shall be deemed to be the Union's official on-site spokespersons. However, these on-site Union representatives shall not conduct Union business during regular working hours except with the permission of the Chief of Police or his/her designee or except in the carrying out of certain time-sensitive functions such as Grievance handling or the resolution of disputes between the Village and Union members.

Also, the Village recognizes the right of the Union to send representatives from its headquarters office to the Village and specifically, to the police department, for purposes of handling grievances or observing and reporting on conditions under which Union members are working. Such visits by Union headquarters' representatives shall be conducted during the regular shifts that Union members are working and appropriate notice shall be made to the Chief of Police or other ranking police department official whenever such visits are to be made. Such visits shall not interfere with normal police department functions.

The Village shall grant release time with pay during regular working hours for one Union member to participate in contract negotiations. However, as many as three members may participate in negotiating sessions, but only one shall be paid at any given time, without interfering with normal police department duties. Generally, the three (3) Wauconda Sergeants who participate in contract negotiations shall be the same individuals who are chapter officers of the Union.

ARTICLE V – DISCIPLINARY INVESTIGATION PROCEDURES

5.1 Police Officers' Bill of Rights

The Village agrees to abide by the Uniform Peace Officers' Disciplinary Act, (50 ILCS 725/1), commonly known as the Police Officers' Bill of Rights. Refer to the Uniform Peace Officers' Disciplinary Act (UPODA) for any definition with reference to this Article which is incorporated herein. In the event a sworn police Sergeant covered by this Agreement has reason to believe that the Village has violated the Uniform Peace Officers' Disciplinary Act, he or she will have the opportunity of filing a grievance under the terms of this Agreement or, separately, filing an action in a court of law. The Village further agrees to abide by all applicable legal requirements under appropriate State and

Federal legislation concerning the right of employees to refuse to submit to oral or written investigatory interviews without Union representation where the employee reasonably believes that such interviews might result in disciplinary action against the Sergeant being interviewed.

5.2 Investigation Time Limits

All Village and/or police department investigations of Wauconda police Sergeants who are accused of misconduct or violations of Village ordinances or police department rules and regulations shall be limited to ninety (90) calendar days from the dates such investigations are initiated to the dates that charges are formally filed or such investigations are terminated without charges being filed. At the end of ninety (90) days, any investigatory findings shall be disclosed to the Sergeant under investigation. However, the ninety (90) day time limit may be extended on a day-for-day basis to reflect any days that the Sergeant under investigation was not working for reasons of absenteeism, vacation, sickness, disability, bereavement or other normally recognized reasons for absence.

5.3 No Media Exposure

The Village agrees that no press releases or photos of any Sergeant under investigation shall be made available to the news media prior to a conviction on criminal charges or prior to a decision being rendered regarding any disciplinary action taken by the Village and reviewed by an appropriate reviewing body, unless otherwise required by law or in the interest of public safety.

5.4 Eligibility for Grievance Procedure

If any of the steps outlined in Article V, Disciplinary Investigation Procedures, shall be violated by either the Village or the police department, such violations shall be subject to the grievance procedure as described in Article VI of this Agreement.

5.5 Supplemental to Police Officers' Rights

All rights applicable to public employees under the Illinois Labor Relations Act, as well as Illinois law are incorporated herein.

5.6 No Compelled Testimony

The Village agrees that no Sergeant under investigation shall be compelled to speak, give information to, be questioned by, or testify before any non-Governmental agency relating to any matter or issue under investigation.

ARTICLE VI – GRIEVANCE PROCEDURE

6.1 Purpose and Filing Deadlines

It is the purpose of this grievance procedure to resolve as promptly and as expeditiously as possible any allegations by the Union and/or its members of any misinterpretation of misapplication of the terms of this Agreement. Any grievance filed under the terms of this Article must be initiated not later than fifteen (15) calendar days after the occurrence of the event that prompts the grievance, or, if the grievance describes an ongoing situation, it must be filed not later than fifteen (15) calendar days after the underlying

situation becomes known to either the Union or the member or members who file the grievance.

6.2 Definitions

- (1) "Grievance" shall mean an allegation by the Union or by an affected employee that there has been a violation, misinterpretation or misapplication of any provision of the Agreement.
- (2) Any employee covered by this Agreement may be represented by a Union official, staff representative, on-site representative or attorney at any meeting, hearing or appeal relating to a grievance that has been formally presented.
- (3) The President of the Union or the appropriate designee shall be advised of any meeting, hearing or appeal relating to a grievance that has been formally presented, and a representative of the Union shall have the right to attend and participate in any such meeting, hearing or appeal.
- (4) The failure of the grievant to act on any grievance within the prescribed time limits articulated elsewhere in this Article will act as a bar to any further appeal within this grievance procedure. If the Village's designated representative shall neglect to proceed to render a decision within the time limits, the grievance may be advanced to the next step of the grievance procedure. Time limits, may, however, be extended by mutual agreement.

6.3 Procedures

The party asserting a grievance shall attempt to resolve the problem through informal communication with the immediate supervisor.

STEP 1. If the informal process with the immediate supervisor shall fail to resolve the problem, the grievance may be formally presented in writing to the Chief of Police who will arrange for a meeting to be held within ten (10) calendar days to review the grievance. The formal grievance shall clearly identify all grievants, summarize all relevant facts, identify all provisions of the Agreement allegedly violated, and describe the remedy requested. The filing of the formal written grievance at this step must be within ten (10) calendar days of the date of the occurrence giving rise to the grievance or from the date when the grievant might reasonably have become aware of the occurrence. The Village representative shall provide a written answer to the grievant (with a copy to the Union if the Union is not the grievant) within ten (10) calendar days of the meeting. The answer shall include the reasons for the decision.

STEP 2. If the grievance is not resolved at the preceding step, the Union and/or grievant may refer it to the Village Administrator or his/her designee by filing the same in writing within ten (10) calendar days of receipt of the answer from the previous Chief of Police level. The Village representative will arrange for a meeting to be held within ten (10) calendar days of such referral to review the grievance. Each party shall have the right to include in its presentation of facts such witnesses as it deems necessary to develop facts pertinent to the grievance. A written answer, including reason(s), shall be

provided to the grievant (with a copy to the Union if the Union is not the grievant) within ten (10) calendar days of the meeting provided for in this paragraph.

STEP 3. If the grievance is not resolved at the Village Administrator level, the Union may submit it to binding arbitration, provided written notice indicating such is filed with the Village Administrator's office within fifteen (15) calendar days of the answer rendered by the Village Administrator's office, or, if no answer is filed, within fifteen (15) calendar days of the last day on which such answer was due. The Union shall promptly request the American Arbitration Association to provide a panel of qualified Arbitrators who are members of the National Academy of Arbitrators from which the parties may make a selection pursuant to the practices of the American Arbitration Association. In making his/her recommendation, the Arbitrator shall not add to or enlarge upon this Agreement, and any suggested remedy, if appropriate, shall conform to Illinois law. The fees and expenses of the Arbitrator and the American Arbitration Association shall be shared equally by the Village and the Union. The parties likewise shall share the expenses of any transcript(s) that they may jointly request, but all other expenses incurred by either party shall be borne by that party.

ARTICLE VII – DISCIPLINE AND DISMISSAL

7.1 Employee Security

Sworn police Sergeants covered by this Agreement shall not be relieved from duty, suspended, discharged or disciplined in any manner without the Village or the command level of the police department having first established just cause.

7.2 Police Commission

Any reprimands, suspensions, proposed terminations or other disciplinary actions brought by the Village or the command level of the police department against any Sergeant covered by this Agreement, shall not be grievable except, any discipline imposed upon post-probationary covered members by the Chief of Police or his/her designee or the Village or its agents is subject to appeal only under Article VI Grievance Procedure, Section 6.3, Arbitration. It is further agreed that the Chief of Police or his/her designee and the Village or its agents "waive" and shall no longer possess any right to file charges and/or discipline against any bargaining unit members for review, processing or implementation by the Wauconda Police Commission. The parties specifically agree that all employees covered by this Agreement "waive" and shall no longer possess any right to have any discipline imposed upon them reviewed, processed or implemented by the Village of Wauconda Police Commission. Pursuant to Section 15 of the IPLRA and 65 ILCS § 10-2.1-17, the parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Agreement, and the foregoing provisions with respect to the appeal and review of any suspension or discharge decision shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be the Rules and Regulations of the Wauconda Police Commission. The Chief of Police is hereby granted authority to impose disciplinary action, up to and including termination, upon sworn members of the Police Department who are members of the bargaining unit.

7.3 Suspension with Pay

Any sergeant covered by this Agreement who is accused of a crime, either by the Wauconda police department or some other agency of appropriate jurisdiction, shall not be suspended without pay until such time as the sergeant is convicted of the alleged offense in a court of competent jurisdiction. If the sergeant is subsequently acquitted or otherwise found not guilty of the misdemeanor offense, he or she shall not be subjected to further disciplinary or punitive action by the Village on those charges administratively unless further investigation reveals violations of rules and regulations.

7.4 Performance Evaluation and Discipline

No sworn Sergeant covered by this Agreement shall be required to submit to a Village or police department performance evaluation without first being given the opportunity to meet with the appropriate supervisor and examine and inspect the evaluation document. Further, any Sergeant undergoing an evaluation shall have the opportunity of indicating his or her approval or disapproval of the evaluation by marking an appropriate "approval" or "no approval" box on the evaluation form and placing his or her signature near the box.

7.5 Access to Personnel Files

Personnel files kept by the Village on all sworn police Sergeants shall be regarded as confidential and all information contained in these files shall not be made available to public or private agencies or to the news media or to credit reporting services or other such agencies without the express written consent of the Sergeant involved, unless otherwise required by law. Sergeants shall have scheduled access to their own individual files once each year. This scheduled access will be during the birth month review, a right extended to all employees of the Village of Wauconda. The Sergeant will be invited during their birth month to sit with a human resources representative and view the personnel file, update personal information, review payroll and benefit selections, review all performance-based information (attendance, evaluation and discipline) and review all documents received as part of the individual training record. The Village will allow and schedule special review of files associated with promotion boards. Sergeants desiring to review personnel files over and above these stated official reviews are required to submit in writing a request through the Chief of Police (with his/her concurrence) to the human resources office. Every effort will be made to accommodate the request within five (5) days of the original date of the request. Sergeants shall have the right to ask for removal of information that is derogatory or negative that is not a formal letter of reprimand or discipline. Formal written letters of discipline or corrective reprimand action will remain in the file for the duration of the Sergeant's employment with the Village. If there is a request for removal of any document from the personnel file, it must be made in writing to the Chief of Police and the Village Administrator. While the Village will consider the request, the decision of the Village Administrator is final on whether or not a document will be purged. If the request is turned down, the Sergeant has the option to follow the established grievance processes.

7.6 Disciplinary Sequence

The typical disciplinary sequence for any employee covered by this Agreement shall be: one (1) Verbal Warning; two (2) Written Warning, with a copy to the employee's

personnel file; three (3) Suspension; and four (4) Dismissal. Disciplinary action, up to and including termination of employment, shall be for a violation of a Wauconda City ordinance, or county or state or federal law, or for a violation of police department policy or rules and regulations, so long as such rules and regulations have previously been reduced to writing and distributed to, posted or otherwise made available to all Wauconda police Sergeants covered by this Agreement. Any such disciplinary action shall be administered in a timely and progressive manner except that suspension or dismissal may result as the first step in the disciplinary procedure depending on the circumstances and severity of the offense. Any Wauconda police Sergeant covered by this Agreement is entitled to Union representation at any meeting or hearing called for the specific purpose of disciplining the employee. If a non-disciplinary meeting turns into a disciplinary meeting, the employee is entitled to recess the meeting until Union representation can be obtained before continuing with any such disciplinary meeting.

7.7 Discipline and Dismissal Circumstances

Suspension and/or dismissal of a sworn police Sergeant shall occur only for reasonable and just cause. Any Arbitrator and or any legal tribunal shall have the authority to order restoration of employment, including full seniority rights, of a dismissed employee pursuant to this section only if accompanied by a finding of a violation of the employee's substantive rights. The Arbitrator and or any legal tribunal in such cases may reduce any back pay award by any amount earned by the employee during the period he or she was not working for the Village and by any unemployment compensation payments earned during such period.

7.8 Conference

Except when detrimental to the general welfare of the Village, any employee covered by this Agreement shall have the opportunity, prior to suspension to have Union representation at a conference with the Chief of Police or his/her designee and at that time, to have full opportunity to review the allegations or reasons for suspension and to have ample opportunity to rebut such allegations or reasons. This section shall apply only to disciplinary matters that have not been brought under the jurisdiction of the Wauconda Police Commission.

7.9 Dismissal

All recommendations for dismissal to the Wauconda Police Commission (except for reduction in force) shall be initiated by or confirmed by the Chief of Police or his/her designee, or by the Village Administrator or his designee, or by action of the Wauconda Police Commission. A copy of any such recommendation, along with the supporting allegations or reasons therefore, shall be submitted in writing to the employee, with a copy to the Union, before any such dismissal recommendation can take effect.

ARTICLE VIII – SENIORITY

8.1 Definition of Seniority

The Police Department level of seniority shall apply to all Wauconda police Sergeants whose original date of hire occurred while he/she was a police officer. It is expressly

understood that police department seniority shall date from, the employee's earliest date of continuous employment as a full-time sworn police officer.

Seniority amongst sworn police Sergeants shall be determined from the date of appointment to the rank of a sworn Wauconda police Sergeant. Police Sergeant seniority shall be used to determine the status of individual police Sergeants in matters of reduction in force and vacation. Seniority may be one of the factors taken into consideration regarding transfers, shift scheduling, opportunities to work overtime, opportunities to request for specific assignments, training opportunities, and such other matters that may arise from time to time which may require a fair and equitable means of choosing one employee over another.

8.2 Hiring Date Conflicts

In the event that more than one employee covered by this Agreement has the same date of promotion, seniority of the employees involved shall be resolved based on the order in which their names first appeared on the Village and/or police department promotion list, with the earliest name appearing on the list being the most senior Sergeant. Or, if the ranking of employees on the promotion list shall not conclusively establish seniority, the dates that original police department applications were received shall be used for such purpose.

8.3 Seniority List

The Village agrees to prepare a seniority list on an annual basis, not later than December 31 of each year, and to provide the Union with a copy of such list, which the Union may then post on its Union bulletin board. In the event of errors or disputes over names or dates appearing on the seniority list, the Union will call these matters to the attention of the Village as they arise. As new sworn police officers are promoted to the rank of Sergeant or as others leave the employ of the Village, their names shall be added to or removed from the seniority list not later than thirty (30) days from the date of such changes. The Village agrees to provide the Union with such updated seniority lists as they become available.

8.4 Accrual and Non-Accrual of Seniority

Seniority shall accrue on a continuous basis and shall be a determining factor in all such matters in which Sergeants shall be deemed to have the right to choose.

Seniority shall not accrue during any periods in which a Sergeant is on an unpaid authorized leave of absence or an unpaid disciplinary suspension in excess of thirty (30) days. However, seniority shall continue to accrue during any sick leave or disability leave that an employee may have been granted. Any seniority such employees have accrued up to that point shall continue to be carried by the Village in their names. Further, any employees who return to work as a sworn police Sergeant following sick leaves or disability leaves shall be entitled to claim and exercise all police department seniority they have accumulated up to the point that their seniority ceased to accrue and, upon their return to active duty, the seniority of such employees shall once again continue to accrue.

Seniority shall be terminated whenever an employee resigns, is discharged for cause, retires or has been laid off during a reduction in force and not called back for two (2) years.

8.5 Seniority and Reduction in Force

In the event the Village of Wauconda determines that a reduction in force or a reduction in the number of sworn police Sergeant(s) becomes necessary, then, in either case, the reduction shall occur beginning with the Sergeant with the least time in rank following in reverse rank seniority thereafter.

Further, any Sergeant who is laid off or whose position is eliminated shall be placed on a recall list for a minimum period of twenty-three (23) months. If there is a recall, qualified Sergeants who are still on the recall list shall be recalled in the reverse order of their layoff. Sergeants who are recalled shall be given a fifteen (15) day notice by certified or registered mail at the Sergeant's last address of record, return receipt requested, with a copy to the Union. It is the responsibility of the Sergeant to keep the Village notified of his/her current address. The Sergeant must notify the Chief of Police or his/her designee of his/her intention to return to work within ten (10) days after mailing of the notice of the recall. If a Sergeant fails to timely respond to the recall notice, his or her name shall be removed from the recall list.

8.6 Seniority and Vacation Scheduling

Wherever possible, vacation periods shall be selected and scheduled prior to March 31 of each year for vacations that will be taken in the same year. Vacations shall generally be selected and scheduled based on seniority within the bargaining unit. Further, the Chief of Police or his/her designee may override the seniority factor in vacation selections that would leave a particular assignment or detail or sub-section within the department without adequate and normal staffing.

A Sergeant who works a five-three (5-3) work schedule shall bid only within the bargaining unit when it comes to selecting vacation during the week of Thanksgiving and the week of Christmas. For purposes of this section, "the week of Thanksgiving" shall mean that five (5) day segment of the Sergeant's work week wherein one of those five (5) work days falls on Thanksgiving Day. If Thanksgiving Day falls on a Sergeant's scheduled day off, that Sergeant may elect to consider "the week of Thanksgiving" as either the five (5) work days preceding Thanksgiving Day, or the five (5) work days following Thanksgiving Day.

Additionally, "the week of Christmas" shall mean that five (5) day segment of the Sergeant's work week wherein one of those five (5) work days fall on Christmas Day. If Christmas falls on a Sergeant's scheduled day off, that Sergeant may elect to consider "the week of Christmas" as the five (5) work days preceding Christmas Day, or the five (5) work days following Christmas Day. It is understood that due to varying day-off rotations among Sergeants that "the week of Thanksgiving" and "the week of Christmas" are likely to fall on differing calendar days for individual Sergeants.

8.7 Seniority and Transfers

The Village agrees that seniority may be one of the factors in allowing Sergeants to put in their request for transfers to other assignments or positions that become available. Also, whenever any such positions, duties or assignments become available, notice of such openings shall be posted in a conspicuous location within the department, including the Union bulletin board. The final authority for filling such openings shall reside with the Chief of Police or his/her designee.

8.8 Seniority, Shift Scheduling and Days Off

The Village agrees that seniority shall be the determining factor in allowing Sergeants to bid on or otherwise select the shifts they will work and the days they will be off. The final authority for making such determinations shall reside with the Chief of Police or his/her designee and shall reflect the overall staffing needs of the department. Moreover, special assignments, including but not limited to K-9 duty, shall continue to be determined by the Chief based on his/her determination of operating needs and following advisory discussion with the Union.

8.9 Seniority and Overtime

Scheduled overtime assignments shall be based on bargaining unit seniority, except if a particular level of training or expertise is required for a particular overtime assignment or detail that assignment may be granted to a Sergeant of lesser seniority. Bargaining unit seniority will be used in filling any vacancy created by another bargaining unit member (Sergeant) for overtime. If all available Sergeants decline the overtime then it may be offered to non-bargaining unit members. When a Sergeant is required unscheduled overtime shall be based on bargaining unit seniority and, in instances where all available Sergeants have comparable levels of training and expertise, the unscheduled overtime shall first be offered to the most senior Sergeant available. However, a given Sergeant shall have the right to decline to work unscheduled overtime if another Sergeant of comparable training and skill levels is available and indicates a willingness to work the unscheduled overtime. Except in an emergency individual Sergeants who exercise their seniority rights in working either scheduled or unscheduled overtime shall be limited to a maximum of forty (40) hours of such overtime in any two-week pay period. Further, no Sergeant covered by this Agreement may be compelled to work more than forty (40) hours of overtime in any two (2) week pay period except in emergency cases.

8.10 Seniority and Rescheduling (Trading) of Shifts

The Village agrees that regularly scheduled shifts and regularly scheduled days off may periodically be voluntarily traded between individual Sergeants without regard to seniority. In such instances, both Sergeants involved in a given shift trade must notify the Chief of Police or his/her designee at least seventy two (72) hours in advance of the starting time of the shift being traded. The seventy two (72) hour notice may be waived by the Chief of Police or his/her designee. A Sergeant will be allowed to trade twelve (12) shifts /days in any one year. Once the twelve (12) trades are made, any additional trades will not occur unless there is prior approval by the Chief of Police or his/her designee. Also, such voluntary shift trading must be reciprocal so that the Village will not be obligated to compensate either Sergeant at an overtime rate, unless the original shift being traded was to have been an overtime shift.

ARTICLE IX – EMPLOYMENT PRACTICES AND PROCEDURES

9.1 Court Time Compensation

Sergeants shall be paid one and one-half (1½) times their regular straight time hourly rate of pay for required attendance at court calls outside of their normal hours of work, said time being computed from the time the employee leaves the police station. Attendance at court shall be paid equivalent to a minimum of three (3) hours of compensation regardless of the members starting time.

Sergeants shall be paid a minimum of three (3) hours of compensation for any court appearance not contiguous to the back end of their shift. For the purpose of this Article IX § 1, the word “contiguous” shall mean the end of the Sergeant's shift as such shift may be extended by overtime. Shifts shall not be changed to avoid the compensation provided in this Article IX § 1.

Should a Sergeant's required court appearance be called off within two (2) hours prior to the start of a respective off-duty Sergeant's appearance time, such time will be paid equivalent to two (2) hours' compensation at one and one-half (1½) times his/her regular straight time hourly rate of pay, regardless of the employee's shift starting time.

9.2 Residency Requirement

The parties to this Agreement agree that in order to work as a sworn Wauconda police Sergeant, all current and future Sergeants employed by the Village of Wauconda throughout the lifetime of this Agreement shall reside within twenty-five (25) miles of the Village corporate limits. Further, if any Village Ordinance exists or is implemented during the lifetime of this Agreement that conflicts with this section, this section shall take precedence over any conflicting Village Ordinance.

9.3 Uniform Allowance and Body Armor

The uniform procedure with respect to the provision of uniforms and related equipment shall continue for the term of this Agreement. The Village, effective May 1, 2007 shall provide each Sergeant with an annual allotment of seven hundred fifty dollars (\$750.00) per fiscal year to obtain uniforms and department approved equipment. Two hundred dollars (\$200.00) of this seven hundred fifty dollars (\$750.00) amount may be applied to footwear for use by each Sergeant. Also, up to one hundred fifty dollars (\$150.00) for home laundry products shall be reimbursed from the seven hundred fifty (\$750.00) dollar allowance for the purpose of cleaning uniforms only.

Employees assigned to investigations will receive a nine hundred dollar (\$900.00) allowance for plain clothes and uniforms. If the covered Sergeant does not use the full uniform amount for clothing or approved equipment, the Sergeant may submit reimbursable dry cleaning receipts of up to three hundred dollars (\$300.00) and Sergeants assigned to Investigations may submit reimbursable dry cleaning receipts of up to four hundred dollars (\$400.00).

The minimum rating of body armor supplied by the Village will be Level II as determined by NIJ Standards for concealable soft body armor. The purchase for the new

body armor protection vest will be made through the Illinois State bidding process. The Village agrees to allow Sergeants the option of choosing a different style or level of body armor as long as the ballistic rating of the vest remains at or above Level II. Sergeants will incur this additional cost of the base purchase price. Sergeants having body armor as of the date that this Agreement is signed, that is five (5) years old or older shall be immediately replaced by the Village. Body armor that is less than five (5) years old shall continue to be used until it becomes five (5) years old. Any body armor that is damaged in the line of duty will be replaced by the Village at no cost to the Sergeant.

Body armor is the property of the Village of Wauconda and will be returned to the Village upon a Sergeant's termination, resignation and/or retirement. Any monies spent by the Sergeant for the body armor will be returned to him or her, prorated over the five (5) year life expectancy of the vest. It shall be the responsibility of individual Sergeants to ascertain the exact age of their body armor and to advise the Chief of Police or his/her designee within three (3) to six (6) months prior to the vest becoming obsolete and needing replacement. The parties to this Agreement accept the research findings of the National Institutes of Justice that all body armor designed for police usage becomes obsolete and should be replaced after five (5) years of daily usage.

9.4 Overtime Compensation and Compensatory Time

From time to time Sergeants may be required to work overtime in both emergency and non-emergency situations. In either case, overtime shall be duly authorized and approved by the Chief of Police or his/her designee. Sergeants required to work overtime shall be compensated for such time at the rate of one and one-half (1½) times the regular rate of pay. Overtime is defined as any work in excess of the regular scheduled shift and shall be earned in minimum increments of fifteen (15) minutes each. Nothing in this section shall conflict with the holiday overtime rate described in Article X of this Agreement.

Except in an emergency the combination of overtime hours and regular-time hours shall not exceed sixteen (16) hours in any twenty-four (24) hour period for any given Sergeant. Also, no Sergeant shall be required to work sixteen (16) hours per day in any two-day period and no Sergeant shall be required to work more than two (2) sixteen (16) hour days in any standard workweek. However, Sergeants who work their regular shift may either volunteer for or be required to work an additional four (4) hours of overtime for each day of the regular workweek, but in no case other than an emergency, may such Sergeants be required to work more than twenty (20) hours of overtime in any one (1) week.

Pre-approved vacation time shall be regarded as time worked for purposes of determining overtime. Overtime shall be paid along with regular-time compensation in Sergeants' regularly scheduled paychecks, unless individual Sergeants elect to receive their overtime pay in the form of compensatory time. Compensatory time, which shall be earned at overtime rates, shall be granted to sworn police Sergeants who indicate to the Chief of Police or his/her designee that they choose such compensatory time in lieu of actual payment in their paychecks. Compensatory time will be granted on a regular basis subject to the staffing needs of the police department.

Sergeants shall have the option of accruing up to a maximum of one hundred twenty (120) hours of replenishable hours of compensatory time in lieu of overtime pay until December 31, 2014. Effective January 1, 2015, Sergeants maximum accrual of compensatory time will be raised to one hundred and forty hours (140). Compensatory time shall be taken in a minimum of one (1) hour increments unless otherwise authorized by the Police Chief or his/her designee. An employee's use of accumulated compensatory time shall be scheduled at the mutual convenience of the employee and the Police Chief or his/her designee. Compensatory time requests shall not be unreasonably denied provided that the work schedule and manpower needs of the Village are not adversely affected. If not cashed out, such hours may be placed into a Health Retirement Savings Plan once yearly by giving the notification required for cashing out comp time hours on either of the dates required for cash out notification as provided in the next sentence. The Village shall cash out all banked compensatory time in excess of forty (40) hours held by each bargaining unit member on December 31 of each calendar year. Payment for such hours shall be made by January 31 and shall be computed by multiplying the number of hours to be cashed out by the respective bargaining unit member's hourly rate of straight time pay on December 31. Bargaining unit members desiring to cash out compensatory time may do so twice each year, on April 1 and/or December 1 by notifying in writing the Chief of Police or his/her designee of such intent and stating the number of compensatory hours to be cashed out.

If an employee or family member has a medical need, the employee may carry over hours beyond the forty (40) hours, up to one hundred-twenty (120) hours into the next calendar year. An employee will need to provide the Chief documentation of the need. Any carry over into the next year not utilized shall be paid by May 1 of the carry over year.

9.5 Call-In Compensation

The Village agrees that any Sergeant who is called in at least two (2) hours prior to the start of a regularly scheduled shift, or who is called in on what would otherwise be a regularly scheduled day off, shall be compensated for a minimum of two (2) hours, to be paid at the normal overtime rate of pay.

The Village further agrees that only under an emergency situation will a Sergeant be called in from his approved vacation. Any scheduled days off or personal leave days that run concurrent to a Sergeant's vacation will be considered as part of the approved vacation.

9.6 Secondary Employment

The Village agrees that all sworn police Sergeants covered by this Agreement who desire to take on secondary employment may do so, after informing the Chief of Police. If it appears in the opinion of the Chief of Police that the outside employment presents a possible conflict of interest or interferes with the Sergeant's ability to fulfill all requirements and responsibilities of the Sergeant's position, the Chief of Police may require the Sergeant to resign the secondary employment. Secondary employment cannot be in roles of law enforcement or security where the sale or use of alcohol is a primary activity.

9.7 Rules, Regulations, Policies and Procedures

The Village agrees that following the signing of this Agreement, the Chief of Police or his/her designee will prepare and distribute to all covered Sergeants, copies of all Village and police department rules, regulations, policies and procedures that pertain to police work and the specific duties of sworn police Sergeant. Sergeants will sign a cover sheet indicating that they have received the materials. If a Sergeant requires an additional copy of these materials, or if subsequent updating of these materials becomes necessary, he or she may use the department's copy machine for this purpose. It is understood that by distributing copies of such written rules, regulations, policies and procedures that guide their daily activities, that a higher level of professionalism in police work will be realized. However, in the event that any existing rule, regulation, policy or procedure directly conflicts with the Articles or Sections of this Agreement, this Agreement shall take precedence over the existing Village rules, regulations, policies and procedures. However, this Agreement shall not supersede already existing rules and regulations of the Wauconda Police Commission.

ARTICLE X – HOLIDAYS AND LEAVES

10.1 Holidays

The Village and Sergeants recognize the following six (6) holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Sergeant(s) assigned to the detective division and the Administrative Sergeant will receive these holidays as paid days off which will be paid at his/her normal rate of pay. If the holiday falls on a Saturday or Sunday, it will be observed on either the preceding Friday or following Monday as directed by the Chief of Police. Due to the scheduling mentioned in Article XIV § 2, Sergeants assigned to the patrol division will be compensated at two (2) times their regular rate of pay for actual hours worked on either Independence Day, Thanksgiving Day or Christmas Day. Sergeants will receive two and one-half (2½) times the regular straight time hourly rate of pay when required to work overtime assignments on New Year's Day, Independence Day, Thanksgiving Day and Christmas Day.. Detective Sergeant(s) or the Administrative Sergeant called in to work on Independence Day, Thanksgiving Day and Christmas Day will also receive a premium rate of pay of two and one half (2½) times his/her regular straight time rate of pay. Bargaining unit members who are assigned to the investigations unit shall receive the day after Thanksgiving as a paid day off.

10.2 Personal Leave Days

Effective January 1, 2015, all Sergeants will get seven (7) personal days per calendar year. These days may be used for the personal business or illness of either the Sergeant or the Sergeant's family members.

Paid personal leave days may be taken in conjunction with paid vacation days. Final approval of requests for paid personal leave time off as described herein lies with the Chief of Police or his/her designee. Such approval shall not be unreasonably withheld or denied.

10.3 Sick Leave Days

The Village agrees to provide all sworn police Sergeants with twelve (12) paid sick leave days per calendar year for illness, injury, medical appointments of an immediate family member. Sergeants will accumulate sick leave at a rate of one (1) sick leave day per calendar month. Sergeants may use sick leave for an absence due to his/her own illness, injury or that of a spouse, child or parent. Sick leave days can be used in minimum increments of one-half (½) day.

Up to twelve (12) unused paid sick leave days in any given year may be rolled over to the following year and each year thereafter and may be accumulated up to a maximum of one hundred twenty (120) days during a Sergeant's career. A Sergeant who reaches the maximum of one hundred twenty (120) unused sick days will be allowed to accumulate additional sick days, up to a maximum of twelve (12), with the understanding that those sick days must be sold back at the end of the year to bring the number back down to one hundred twenty (120) or less.

After accumulating thirty-six (36) days of sick leave, employees may convert their sick leave to cash at their regular rate of pay on the basis of the number of sick days used in the twelve (12) months immediately preceding the date the officer notifies the Chief of Police by November 15 of each year of their intention to so convert and based upon the following formula:

1. If none used, then up to twelve (12) per year may be converted on a one (1) for one (1) basis.
2. If one (1) to three (3) used, then up to twelve (12) per year may be converted on a two (2) for one (1) basis.
3. If four (4) or more used then up to twelve (12) per year may be converted on a three (3) for one (1) basis.

Under no circumstances may sick days be converted if such conversion reduces the number of banked sick days below thirty-six (36). Members may place such hours/days into a Health Retirement Savings Plan if the Village offers such a plan.

There will be no compensation to any Sergeant for unused sick leave days at the time of resignation, termination, layoff or dismissal from the Wauconda police department.

The parties acknowledge that the current sick leave policy of the Village of Wauconda may be reviewed during the life of this contract, which could increase the benefits in this policy. If the Village board approves any changes improving the sick leave policy, those benefits shall be provided to all Wauconda police Sergeants as soon as they can reasonably be implemented.

Sergeants requesting a sick leave day will make notification to the appropriate supervisor no later than one (1) hour before the start of the Sergeant's regularly scheduled shift, unless an emergency occurs that prevents the Sergeant from complying with the one (1) hour notice requirement. A Sergeant using three (3) or more consecutive sick leave

days may be required to present verification of illness from a medical doctor or medical facility.

In the event an employee should retire from employment with the Village of Wauconda having at that time an accumulation of sick leave, he/she shall be entitled to be paid for accrued sick leave up to a maximum of:

25% sick days	after 10 years of employment
40% sick days	after 15 years of employment
50% sick days	after 20 years of employment

at the hourly wage or salary in effect in the last month of his/her service.

10.4 Bereavement Leave

Up to three (3) days' leave with pay shall be granted in the event of the death of an immediate family member residing in the Chicago metro area. This leave is for the purpose of attending the funeral, which includes such related events as the wake or visitation, shiva, memorial services and the like. Immediate family members, for purposes of this section, shall be interpreted to mean parent, spouse, child, brother, sister, grandparent, spouse's grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepmother, stepfather, stepbrother, stepsister, stepchildren, legal guardian/ward or any other relative living in the same household. For deaths of relatives that take place more than three hundred (300) miles from the Village of Wauconda, the paid bereavement period shall be extended to five (5) days to allow for travel time. Sergeants eligible for bereavement leave shall be granted bereavement leave with pay for up to a maximum of twenty (20) days during the life of this agreement. Also, the Village agrees that regular days off, vacation days and holidays shall not be counted as bereavement days. Bereavement periods which include such regularly scheduled days off shall, upon written request by the affected Sergeants, be extended day-for-day.

10.5 Jury Duty Leave

Any sworn police Sergeant covered by this Agreement who is summoned as a witness in a criminal or civil court proceeding or is summoned and reports for jury duty shall be granted leave to fulfill such duty. The Village shall compensate any Sergeant who is required to serve as a juror or participate in a criminal or civil court proceeding at his or her regular rate of pay for a maximum of ten (10) days the duration of such court or court-related appearance, assuming such court or court-related appearance takes place on a date when the Sergeant would have been scheduled to work. The Sergeant shall present proof of such service to the Chief of Police or his/her designee. Any fees or expense reimbursements that are paid to the Sergeant for such duty shall, in turn, be paid by the Sergeant to the Village.

10.6 Military Leave

The Village will abide by applicable statutes related to military leave.

10.7 Family and Medical Leave

The Village agrees that all Sergeants (male or female) shall be governed by the policy and procedures in accordance with the federal Family and Medical Leave Act of 1993. Further, the Village agrees to reinstate the Sergeant without loss of accumulated seniority, to the same or similar position within the Wauconda police department that the Sergeant had been working immediately prior to going on leave.

ARTICLE XI – VACATION

11.1 Earned Paid Vacation Requirements

The Village agrees that all sworn police Sergeants shall earn paid vacation time off according to the following schedule:

After one year through fourth year	10 paid days off per year
Start of Fifth year through ninth year	15 paid days off per year
Start of Tenth year through fifteenth year	20 paid days off per year

And each year thereafter, one (1) additional day per year to a maximum of 25 days.

*Years shall be computed from January 1 through December 31 without regard to Sergeants' anniversary dates.

Each paid vacation day shall be computed at the rate of eight (8) hours of the Sergeant's regular rate of pay for the year in which the vacation days are taken. Vacation days must be taken in the year in which they are earned. However, if vacation scheduling conflicts or other circumstances have prevented a given Sergeant from taking all the paid vacation days he or she was entitled to in a particular year, that Sergeant shall be paid for any unused vacation days in his or her final paycheck of the year or at the discretion of the Sergeant may roll over five (5) vacation days to be used in the first quarter of the following year.

ARTICLE XII – HEALTH AND WELFARE BENEFITS

12.1 Medical/Hospitalization/Life/Dental Insurance

The hospitalization, medical, dental, life and AD&D insurance programs in effect when this Agreement is ratified shall be continued during the term of this Agreement; provided, however, the Village reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially the same. No changes, if any, will be effective prior to July 1, 2021.

Effective May 1 2018, Employees shall pay fifteen (15%) percent of the premium cost for single and/or family coverage for both medical and dental insurance, whichever is applicable, for the PPO Core or equivalent core medical plan, and seventeen and one-half (17.5%) percent for the premium Choice Plus PPO plan. If the Employee selects the Village's group hospitalization and major medical insurance program said amount shall be deducted from the employee's paycheck pre-taxed.

Effective May 1, 2020, Employees shall pay sixteen (16%) percent of the premium cost for single and/or family coverage for both medical and dental insurance, whichever is applicable, for the PPO Core or equivalent medical plan, and eighteen and one-half (18.5%) percent for the premium Choice Plus PPO plan. If the Employee selects the Village's group hospitalization and major medical insurance program said amount shall be deducted from the employee's paycheck pre-taxed.

Effective May 1, 2021, Employees shall pay seventeen and one-half (17.5%) percent of the premium cost for single and/or family coverage for both medical and dental insurance, whichever is applicable, for the PPO Core or equivalent medical plan, and twenty (20%) percent for the premium Choice Plus PPO plan. If the Employee selects the Village's group hospitalization and major medical insurance program said amount shall be deducted from the employee's paycheck pre-taxed.

The Village shall provide vision insurance for corrective surgery which shall provide coverage of the cost of such surgery up to a maximum of twelve-hundred dollars (\$1200.00). The current out-of-pocket expenses shall not increase prior to July 1, 2021. Further increases in premium amounts shall not be changed other than annually on the anniversary date of the plan. Prior to July 1, 2021, the Village will reimburse Employees when they reach their five hundred dollars (\$500.00) medical deductible. This will be paid out once per calendar year. If an Employee does not meet their five hundred dollars (\$500.00) medical deductible, but one of his/her dependents do, then a five hundred dollar (\$500.00) reimbursement will be made to the employee. One person must meet the deductible to get this reimbursement. A combination of people and deductibles does not meet this criterion. Prior to July 1, 2021, the maximum annual out of pocket costs for each bargaining unit member shall be one-thousand dollars (\$1,000.00) for single coverage and three-thousand dollars (\$3,000.00) for family coverage. Any increase in these maximum out of pocket costs prior to July 1, 2021, or any extension of the applicability of this Agreement, shall be reimbursed by the Village to the covered member. Provided, however, the term "out of pocket costs" as used in this paragraph does not include the following:

1. The premium co-payments and plan co-payments for coverage as provided in the first paragraph of this Section 12.1,
2. Present level of deductibles,
3. Reduction in benefits due to the covered employee's non-compliance with utilization management program requirements,
4. Charges which exceed the eligible charges on the insurance carrier's schedule of maximum allowances,
5. Charges which exceed covered amounts under the Village's plans of insurance (except prescription drug co-pay amounts as stated above),

6. Out of pocket costs incurred by employees not covered by the Village's insurance program.

On July 1, 2021 the following health insurance benefits shall take effect and shall supersede the health insurance benefits previously outlined in this section 12.1:

Summary of Benefits:

Benefits	Current - as of 7/1/19		Proposed - as of 7/1/21	
	United Healthcare (Core PPO Plan)	United Healthcare (Choice Plus PPO Plan)	United Healthcare (Core PPO Plan)	United Healthcare (Choice Plus PPO Plan)
Major Medical Coverage				
Lifetime Maximum	Unlimited	Unlimited	Unlimited	Unlimited
Coinsurance				
Network	50%	50%	50%	50%
Non-Network	50%	50%	50%	50%
Deductible				
Network	\$0 single / \$0 family	\$0 single / \$0 family	\$500 single / \$1,000 family	\$500 single / \$1,000 family
Non-Network	\$1,500 single / \$3,000 family	\$1,500 single / \$3,000 family	\$1,500 single / \$3,000 family	\$1,500 single / \$3,000 family
Out-of-Pocket (includes deductible)				
Network	\$1,000 single / \$2,500 family	\$1,000 single / \$2,500 family	\$2,000 single / \$4,000 family	\$2,000 single / \$4,000 family
Non-Network	\$6,500 single / \$13,000 family	\$6,500 single / \$13,000 family	\$6,500 single / \$13,000 family	\$6,500 single / \$13,000 family
Office Visit Copay				
Network	\$20 PCP copay / \$40 specialist copay	\$20 PCP copay / \$40 specialist copay	\$20 PCP copay / \$40 specialist copay	\$20 PCP copay / \$40 specialist copay
Non-Network	Deductible applies, then 50%	Deductible applies, then 50%	Deductible applies, then 50%	Deductible applies, then 50%
Urgent Care				
Network	\$75 copay	\$75 copay	\$75 copay	\$75 copay
Non-Network	Deductible applies, then 50%	Deductible applies, then 50%	Deductible applies, then 50%	Deductible applies, then 50%
Hospital Care				
Network	50%	50%	50%	50%
Non-Network	Deductible applies, then 50%	Deductible applies, then 50%	Deductible applies, then 50%	Deductible applies, then 50%
Hospital Emergency Care				
Network	50%	50%	\$150 Copay	\$150 Copay
Non-Network				
Surgery				
Network	50%	50%	50%	50%
Non-Network	Deductible applies, then 50%	Deductible applies, then 50%	Deductible applies, then 50%	Deductible applies, then 50%
Other Covered Services				
Network	50%	50%	50%	50%

Non-Network	Deductible applies, then 50%	Deductible applies, then 50%	Deductible applies, then 50%	Deductible applies, then 50%
Prescription Drug	Administered by Express Scripts	Administered by Express Scripts	Administered by Express Scripts	Administered by Express Scripts
Retail (31-day supply)	\$10 generic / \$35 formulary / \$60 nonformulary	\$10 generic / \$35 formulary / \$60 nonformulary	\$10 generic / \$35 formulary / \$60 nonformulary	\$10 generic / \$35 formulary / \$60 nonformulary
Mail Order (90-day supply)	\$25 generic / \$87.50 formulary / \$150 nonformulary	\$25 generic / \$87.50 formulary / \$150 nonformulary	\$25 generic / \$87.50 formulary / \$150 nonformulary	\$25 generic / \$87.50 formulary / \$150 nonformulary
Wellness				
Network	100%	100%	100%	100%
Non-Network	Deductible applies, then 50%	Deductible applies, then 50%	Deductible applies, then 50%	Deductible applies, then 50%

12.2 125 Salary Reduction Programs

The Village shall make available to all sworn police Sergeants an IRS Section 125 Salary Reduction Program for insurance premiums and eligible non-reimbursed medical and dependent care expenses.

12.3 Life Insurance

All sworn police Sergeants shall be provided with life insurance in the amount of one hundred thousand dollars (\$100,000.00) at no cost to the Sergeant.

12.4 Disability and Workers' Compensation

According to existing State of Illinois statute (5 ILCS 345/1 PUBLIC EMPLOYEE DISABILITY ACT), any full-time sworn police officer who is injured on duty (IOD) and is unable to work shall continue to be paid full salary by the Village at his or her regular rate of pay for up to one (1) full year from the date of the injury. Any Sergeant who is injured on duty in the regular service of the Wauconda Police Department shall report such injury to the Chief of Police or his/her designee and shall seek appropriate treatment at the nearest hospital or medical facility, assuming such hospital or medical facility is equipped to handle the needs of the injured Sergeant. If the Sergeant is unable to perform his or her normal duties the Sergeant must secure a statement from an attending physician describing the Sergeant's disability in order to continue receiving full salary and other benefits from the Village. In order to continue receiving such benefits, the Sergeant must continue to provide the Chief of Police or his/her designee with proper documentation from the attending physician at regular and reasonable intervals.

Sergeants who suffer injuries on duty (IOD), and who qualifies for workers' compensation benefits shall file for benefits under the Workers' Compensation Act, shall be liable for reimbursement to the Village on a dollar-for-dollar basis of any funds that the Sergeant received from the Village under terms of the Public Employee Disability Act. But nothing in this Agreement shall prevent an injured or disabled Sergeant from seeking benefits Under the Workers' Compensation Act, particularly if the Workers' Compensation Act is deemed to provide more generous benefits than those salary continuation benefits provided under the Public Employee Disability Act. Furthermore, nothing herein is intended to modify or replace the provisions of said Public Employee Disability Act.

12.5 Wauconda Police Pension Plan

The Village of Wauconda agrees to administer and comply with all statutes, standards, regulations and laws set forth by the State of Illinois governing the pension plan for Wauconda police Sergeants.

12.6 Wauconda Police Pension Plan Board Meetings

The Village agrees to grant up to two (2) hours of release time with pay to attend each quarterly pension board meeting to any sworn police Sergeant who participates as an elected pension plan board member. Also, the Village agrees to grant release time with pay to one Sergeant to attend a yearly three (3) day conference subject to reasonable staffing needs of the department.

12.7 On-Duty Death Benefits

The Village agrees to defray all reasonable funeral and burial expenses up to a maximum of twenty thousand dollars (\$20,000.00) of any sworn police Sergeant that is killed in the line of duty.

Also, the Village of Wauconda agrees to assist the family of the deceased Sergeant, in securing death benefits that are available under pension, state or federal law, or from private philanthropic groups or other agencies.

12.8 Training and Education Benefits

The Village agrees that all sworn police Sergeants covered by this Agreement shall be eligible to participate in professional training and upgrading programs and shall be encouraged to do so. These ongoing professional training programs shall cover such aspects of police work as weapons handling, supervision of personnel, investigative techniques and the like and, in all cases, employees who participate in such training shall be paid at their regular rates of pay and, where appropriate, at overtime rates of pay. Sergeants who travel outside of Wauconda for such training shall be compensated for expenses and travel allowances at the same rates that the Village Administrator and Chief of Police and Deputy Chief are compensated when they travel outside Wauconda on Village business.

The Village of Wauconda does recognize their Sergeants as part of the managing team of the police department. Any future additional advancement within the agency would lead to a position of greater responsibility and authority. Therefore, the Village does encourage these employees to further their professional managerial abilities by continuing their education. To promote the future needs of the department the Village does agree to pay for tuition up to a maximum of three thousand dollars (\$3,000.00) per year, for Wauconda police Sergeants who apply to and are accepted by any accredited Chicago metro area community college, four-year college or university or professional school, or the correspondence or on line divisions of such higher educational institutions. In general, courses taken at such institutions of higher learning shall be designed to improve and advance the individual Sergeant's mastery of law enforcement issues and shall be part of a degree program in law enforcement, criminal justice, law or a related social service discipline. Reimbursement for such educational expenses, which shall be made in a timely manner, shall require prior approval to take such courses. Approval

shall be made by the Chief of Police or his/her designee and shall not be arbitrarily or unreasonably withheld.

Sergeants who participate in the Village's educational benefits program as described in this section agree to remain in the employ of the Village for at least one (1) year immediately following the earning of any degree that is funded in whole or in part by the Village. Any Sergeant who leaves the employ of the Village prior to completion of the one (1) year requirement agrees to reimburse the Village for education benefit funds that were used to earn any given degree.

12.9 Health Insurance Opt-Out

The Village will permit Sergeants who are enrolled in the Village's health plan to opt-out of the Village's plan during open enrollment or as a result of a life change, provided such Sergeant provides proof of other health insurance at the time of opt-out. During each full calendar month during which a Sergeant is not covered by the Village's plan, the Village will pay such employee One Hundred Fifty & 00/100 (\$150.00) Dollars per month. Any Sergeant who opt-outs of the Village's insurance plan may apply to re-enroll at the next annual open enrollment or as a result of a life change in accordance with the terms of the Village's health insurance plan. This benefit is not available to a Sergeant who changes his status with respect to the Village plan but remains covered under the Village plan (for example, in the event a Sergeant becomes married to another Village employee). Any current bargaining unit member who is not enrolled in the Village's plan will also be eligible for the opt-out payment.

12.10 Affordable Care Act (ACA) Compliance

If any provisions of this Agreement are in conflict with the terms of the ACA, the parties shall meet to discuss, address and rectify such conflict.

In the event it is determined that the Village will be subject to the ACA's so-called "Cadillac" Tax (that is the excise tax on high cost employer sponsored health insurance), the Village will make no unilateral plan design changes in response to the tax to the extent the tax increases the Village's overall health insurance cost by ten (10%) percent or less. To the extent the tax increases the Village's overall health insurance cost by more than ten (10%) percent, then the parties shall meet to discuss and determine plan level changes necessary to bring the tax down to the ten (10%) percent level.

Any such changes shall be effective in years in which the Village would otherwise be non-compliant or subject to the fees, taxes, or penalties set forth above or in which the Village's health care consultants have reasonably and in good faith estimated such would occur but for the changes. In all cases, the Village will make no changes until they have been discussed with the Union.

ARTICLE XIII – BASE SALARY LEVELS

13.1 Wages

The computation of Wauconda police Sergeants' hourly pay scale that are assigned to the patrol division working a five-three (5-3) schedule are based upon an hourly rate calculated on a two thousand forty-six (2,046) hour per calendar year basis. The computation of Wauconda police Sergeants' hourly pay scale that are assigned to the detective division working a forty (40) hour, Monday through Friday schedule are based upon an hourly rate calculated on a two thousand eighty (2,080) hour per calendar year basis. Hourly rates shown below are based upon a two thousand forty-six (2,046) hour per calendar year and a two thousand eighty (2080) hour per calendar year. All wages will be retroactive to May 1, 2019.

Base Salary Levels are as follows:

Base
Wage
Table:

	5/1/2018	5/1/2019	5/1/2020	5/1/2021	5/1/2022
	2.75%	2.50%	2.75%	3.50%	3.25%
START	\$ 98,134.85	\$ 100,588.22	\$ 103,354.40	\$ 106,971.80	\$ 110,448.38
	2.51%	2.51%	2.51%	2.51%	2.51%
1	\$ 100,595.19	\$ 103,112.99	\$ 105,948.59	\$ 109,656.79	\$ 113,220.64
	2.49%	2.49%	2.49%	2.49%	2.49%
2	\$ 103,101.95	\$ 105,680.50	\$ 108,586.71	\$ 112,387.25	\$ 116,039.83
	2.50%	2.50%	2.50%	2.50%	2.50%
3	\$ 105,678.34	\$ 108,322.51	\$ 111,301.38	\$ 115,196.93	\$ 118,940.83
	2.48%	2.48%	2.48%	2.48%	2.48%
4	\$ 108,301.14	\$ 111,008.91	\$ 114,061.65	\$ 118,053.81	\$ 121,890.56

Wage adjustments are retroactive to May 1, 2019.

13.2 Longevity Pay

The Employer shall pay longevity pay increased added to the employee's base rate of pay in accordance with the following schedule:

After completion of ten (10) years-2%

After completion of fifteen (15) years-2.5%

After completion of twenty (20) years-3%

Longevity:

	5/1/2018	5/1/2019	5/1/2020	5/1/2021	5/1/2022
START					
10-14 Years (2.0%)	\$ 100,097.55	\$ 102,599.99	\$ 105,421.49	\$ 109,111.24	\$ 112,657.35
15-19 Years (2.5%)	\$ 102,599.99	\$ 105,164.99	\$ 108,057.02	\$ 111,839.02	\$ 115,473.79
20+ Years (3.0%)	\$ 105,677.99	\$ 108,319.93	\$ 111,298.73	\$ 115,194.19	\$ 118,938.00
1					
10-14 Years (2.0%)	\$ 102,607.09	\$ 105,175.25	\$ 108,067.56	\$ 111,849.93	\$ 115,485.05
15-19 Years (2.5%)	\$ 105,172.27	\$ 107,804.63	\$ 110,769.25	\$ 114,646.18	\$ 118,372.18
20+ Years (3.0%)	\$ 108,327.44	\$ 111,038.77	\$ 114,092.33	\$ 118,085.56	\$ 121,923.34
2					
10-14 Years (2.0%)	\$ 105,163.99	\$ 107,794.11	\$ 110,758.45	\$ 114,634.99	\$ 118,360.63
15-19 Years (2.5%)	\$ 107,793.09	\$ 110,488.96	\$ 113,527.41	\$ 117,500.87	\$ 121,319.65
20+ Years (3.0%)	\$ 111,026.88	\$ 113,803.63	\$ 116,933.23	\$ 121,025.89	\$ 124,959.23
3					
10-14 Years (2.0%)	\$ 107,791.91	\$ 110,488.96	\$ 113,527.41	\$ 117,500.87	\$ 121,319.65
15-19 Years (2.5%)	\$ 110,486.70	\$ 113,251.19	\$ 116,365.59	\$ 120,438.39	\$ 124,352.64
20+ Years (3.0%)	\$ 113,801.31	\$ 116,648.72	\$ 119,856.56	\$ 124,051.54	\$ 128,083.22
4					
10-14 Years (2.0%)	\$ 110,467.16	\$ 113,229.09	\$ 116,342.89	\$ 120,414.89	\$ 124,328.37
15-19 Years (2.5%)	\$ 113,228.84	\$ 116,059.82	\$ 119,251.46	\$ 123,425.26	\$ 127,436.58
20+ Years (3.0%)	\$ 116,625.71	\$ 119,541.61	\$ 122,829.00	\$ 127,128.02	\$ 131,259.68

13.3 Bilingual Stipend

Employees who are contacted by the department, while off duty, to perform any type of bilingual interpretation shall receive one (1) hour at the appropriate overtime rate of time and one-half (1½) their regular rate of pay. The one (1) hour at the overtime rate of pay shall be paid whether that employee is contacted one (1) or more times within any sixty (60) minute time period. For example, if the employee is contacted again after the initial sixty (60) minutes has expired, the employee shall receive an additional one (1) hour at the appropriate overtime rate.

ARTICLE XIV – MISCELLANEOUS WORKING CONDITIONS

14.1 **Equipment Safety; Personal Property Replacement**

The Village shall provide for safe, properly maintained and functioning equipment that is in daily use by the Sergeants covered in this Agreement.

In the event a Sergeant damages his cell phone, eyeglasses, contact lenses, prescription sunglasses or watch during the course of the performance of his duties and without his negligence or fault, the Village will reimburse the Sergeant for replacement(s). The maximum amount of Village reimbursement shall be Three Hundred Fifty & 00/100 (\$350.00) Dollars during the term of this Agreement. In order to be eligible for such reimbursement, the Sergeant must document the damage/loss in writing by the end of the next days' shift where the damage occurs unless injury or a medical emergency prevents such notice, in which case notice shall be provided as soon as it is reasonably possible.

14.2 **Sergeant Deployment**

It shall be the right and responsibility of the Chief of Police and the Deputy Chief to deploy Sergeants covered by this Agreement to various details and assignments. Except as provided in the current patrol division shift schedule of the five-three (5/3) requiring Sergeants in the patrol division to work to nine (9) hour work day and the five-two (5/2) schedule eight (8) hour work day for Sergeants in the detective division shall remain in effect throughout the life time of this agreement. The parties recognize that circumstances change from time to time during the term of labor agreements that give rise to a need to discuss and negotiate changes in hours or working conditions.

The Village agrees to give a thirty (30) day notification to the Union of any changes in scheduling and to reopen and negotiate any and all financial aspects that would be affected by this change in scheduling.

14.3 **Drug Screening**

The parties agree to the alcohol and drug abuse policy as stated in the Village of Wauconda Personnel Policies and Procedures under Appendix A

14.4 **Light-Duty Assignments**

Sergeants who are injured, disabled or ill arising out of circumstances related to either on duty or off duty occurrences may be assigned to light-duty work. The parties agree to the "Modified Duty Program Policy" as stated in the Village of Wauconda Personnel Policies and Procedures under Appendix C.

14.5 **Professional Membership Dues**

The Village agrees to pay one hundred dollars (\$100.00) annually for all fees incurred for memberships in professional organizations, clubs and associations for each member of the bargaining unit that is related to a Sergeant's employment. Final approval of requests for payment of these fees as described herein lies with the Chief of Police or his/her designee. Such approval shall not be unreasonably withheld or denied.

ARTICLE XV – SEVERABILITY

In the event that any Article, paragraph, section or sub-section of this Agreement shall be held invalid and unenforceable by the Illinois Labor Relations Board or any court of competent jurisdiction, or by any change in any substantially enacted federal or state legislation which would prohibit or nullify any section, sub-section or portion of this Agreement, such decision or enactment shall apply only to the specific section, sub-section or portion thereof specified by the Labor Board or court decision, or change in law, and the remaining parts or portions of this Agreement shall remain in full force and effect. In such event, the parties shall, upon the request of either party, commence good faith bargaining over possible replacement language for the invalidated section, sub-section or portion of this Agreement.

ARTICLE XVI – ENTIRE AGREEMENT

This Agreement constitutes the complete and entire Agreement between the parties. This Agreement supersedes and cancels all prior practices and Agreements, whether written or oral, that conflict with the express terms of 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 matter not removed by law from the area of collective bargaining and that the parties waive the right to negotiate on any issue whether known or unknown and that the understandings and Agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE XVII – DURATION

This Agreement shall be effective as of the date the Contract is executed by both parties, and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2023. Wages are retroactive to 5-1-19.

Either party may notify the other in writing no less than ninety (90) days prior to the expiration date of this Agreement that it desires to modify or terminate this Agreement.

In the event that such notice is given, negotiations shall begin not later than fifteen (15) days after such notice is made unless mutually agreed to by the parties. This Agreement shall remain in full force and effect during the period of negotiations until such time as it is replaced by any subsequent Agreement.


Agreed to, signed and entered into this 15th day of May, 2020.



Illinois Council of Police

Village of Wauconda, Illinois


Richard L. B...
President


Lincoln F. Knight, Mayor


Wauconda Chapter Representative


Attest Cheryl Falk-Nowak, Village Clerk

Deputy Clerk

