

**AGREEMENT BETWEEN**

**THE VILLAGE OF WINNETKA, ILLINOIS**

**AND**

**WINNETKA POLICE ASSOCIATION**  
**METROPOLITAN ALLIANCE OF POLICE**  
**WINNETKA CHAPTER 54**

**January 1, 2019**

**Through**

**December 31, 2022**

**TABLE OF CONTENTS**

PREAMBLE ..... 1

ARTICLE I RECOGNITION ..... 2

    Section 1.1. ..Recognition. .... 2

ARTICLE II MANAGEMENT RIGHTS..... 3

    Section 2.1. Management Rights. .... 3

    Section 2.2. Work Rules and Regulations. .... 3

ARTICLE III ASSOCIATION..... 4

    Section 3.1. Fair Representation.. .... 4

    Section 3.2. Association Responsibility..... 4

    Section 3.3. Association Activity..... 4

    Section 3.4. Dues Deduction..... 4

    Section 3.5. Association Chapter Indemnification. .... 5

    Section 3.6. Use of District Facilities and Equipment. .... 5

ARTICLE IV PROBATIONARY PERIOD..... 6

    Section 4.1. Probationary Period.. .... 6

ARTICLE V HOURS OF WORK AND OVERTIME ..... 7

    Section 5.1. Application of Article.. .... 7

    Section 5.2. Workday and Shifts..... 7

    Section 5.3. Overtime. .... 9

    Section 5.4. Team and Shift Assignments. .... 9

    Section 5.5. Compensatory Time..... 10

    Section 5.6. Court Time..... 10

    Section 5.7. Call-Back Pay.. .... 10

    Section 5.8. Required Overtime..... 10

Section 5.9. No Pyramiding.....	10
Section 5.10. Electronic Communication Devices.....	10
ARTICLE VI GRIEVANCE PROCEDURE .....	12
Section 6.1. Definition.....	12
Section 6.2. Procedure.....	12
Section 6.3. Arbitration.....	13
Section 6.4. Arbitrator’s Authority.....	13
Section 6.5. Time Limits.....	13
Section 6.6. Decision and Fee.....	14
Section 6.7. Association Chapter Grievance.....	14
Section 6.8. Method of Determination.....	14
Section 6.9. Association Rights.....	14
Section 6.10. Aggrieved Employee.....	14
ARTICLE VII NO STRIKE CLAUSE.....	15
Section 7.1. No Strike.....	15
Section 7.2. No Lockout.....	15
ARTICLE VIII HOLIDAYS .....	16
Section 8.1. Holidays.....	16
Section 8.2. Personal Time.....	16
Section 8.3. Holiday Compensation.....	16
Section 8.4. Holiday Overtime.....	17
Section 8.5. Holiday Assignments.....	17
ARTICLE IX VACATIONS .....	18
Section 9.1. Eligibility and Allowances.....	18
Section 9.2. Vacation Pay.....	19

Section 9.3. Scheduling. ....	19
Section 9.4. Vacation Pay upon Termination.. ....	20
Section 9.5. Village Emergency.....	20
ARTICLE X SENIORITY, LAYOFFS AND RECALLS .....	21
Section 10.1. Seniority. ....	21
Section 10.2. Layoffs .....	21
Section 10.3. Recall. ....	21
Section 10.4. Rate of Pay.....	21
Section 10.5. Posting of Seniority List.. ....	21
ARTICLE XI SICK LEAVE .....	22
Section 11.1. Accrued Sick Leave. ....	22
Section 11.2. Request for Sick Leave. ....	22
Section 11.3. Sick Leave Buyback. ....	22
Section 11.4. Tax Deferment Benefits.....	24
ARTICLE XII ADDITIONAL LEAVES OF ABSENCE .....	25
Section 12.1. Discretionary Leaves. ....	25
Section 12.2. Application for Leave.. ....	25
Section 12.3. Jury Duty.....	25
Section 12.4. Funeral Leave.....	25
Section 12.5. Leave for Illness, Injury or Disability.....	25
Section 12.6. Benefits While On Leave.....	26
Section 12.7. Non-Employment Elsewhere.. ....	26
Section 12.8. Military Leave.....	26
Section 12.9. Family Medical Leave Act.....	26
ARTICLE XIII EMPLOYEE WELLNESS AND FITNESS .....	28

Section 13.1. Physical Fitness Requirements. ....	28
ARTICLE XIV WAGES AND OTHER PAY PRACTICES.....	29
Section 14.1. Wage Schedule.....	29
Section 14.2. Retroactivity.....	29
Section 14.3. Tuition Reimbursement. ....	29
Section 14.4. Reimbursement for Expenses.: ....	30
Section 14.5. Officer In Charge. ....	31
Section 14.6. Special Details: .....	31
Section 14.7. Firearms Incentive Pay. ....	31
Section 14.8. Field Training Officer Pay. ....	31
Section 14.9. Retirement Bonus.....	32
ARTICLE XV UNIFORMS AND EQUIPMENT .....	33
Section 15.1. Uniforms and Equipment.....	33
Section 15.2. Equipment Turn In.....	33
Section 15.3. Safe Equipment. ....	33
ARTICLE XVI INSURANCE.....	34
Section 16.1. Coverage.. ....	34
Section 16.2. Medical Insurance. : .....	34
Section 16.3. High Deductible Health Insurance Plan.....	36
Section 16.4. Life Insurance. ....	36
Section 16.5. Terms of Insurance Policies to Govern.....	36
Section 16.6. Retiree Medical Insurance Benefits. ....	36
Section 16.7. Flex Plan. ....	36
Section 16.8. Establishment of Retirement Health Savings (RHS) Plan. ....	36
ARTICLE XVII OUTSIDE EMPLOYMENT .....	38

Section 17.1. Outside Employment. ....	38
ARTICLE XVIII STATUTORY RIGHTS.....	39
Section 18.1. Bill of Rights.....	39
Section 18.2. Personnel Files.....	39
Section 18.3. Non-Discrimination. ....	39
Section 18.4. Access to Grievance Procedure.. ....	39
ARTICLE XIX DISCIPLINE.....	40
Section 19.1. Just Cause.....	40
Section 19.2. Union Representation.....	40
Section 19.3. Grievance Arbitration .....	41
ARTICLE XX INVESTIGATORS .....	41
Section 20.1. Investigators.....	42
ARTICLE XXI FIRE AND POLICE COMMISSION.....	42
Section 21.1. Fire and Police Commission. ....	42
ARTICLE XXII MISCELLANEOUS PROVISIONS .....	43
Section 22.1. Ratification and Amendment. ....	43
Section 22.2. Gender.....	43
Section 22.3. Light Duty.....	43
Section 22.4. No Solicitation.. ....	43
Section 22.5. Americans with Disabilities Act. ....	43
Section 22.6. Drug and Alcohol Testing.....	43
Section 22.7. Voluntary Request for Assistance.....	44
Section 22.8. Vehicle Locator Equipment.. ....	45
Section 22.9. Mutual Aid Rest Period. ....	45
ARTICLE XXIII LABOR-MANAGEMENT COMMITTEE .....	46

Section 23.1. Labor Management Committee. .... 46

ARTICLE XXIV SAVINGS CLAUSE..... 47

Section 24.1. Savings Clause..... 47

ARTICLE XXV ENTIRE AGREEMENT ..... 48

Section 25.1. Entire Agreement..... 48

ARTICLE XXVI TERMINATION ..... 49

Section 26.1. Termination in 2022..... 49

ATTACHMENT A—WAGE SCHEDULES ..... 50

## **PREAMBLE**

THIS AGREEMENT, entered into by THE VILLAGE OF WINNETKA, Illinois (hereinafter referred to as the “Village” or the “Employer”) and the WINNETKA POLICE ASSOCIATION, METROPOLITAN ALLIANCE OF POLICE, WINNETKA CHAPTER #54 (hereinafter referred to as the “Association Chapter”) is in recognition of the Association Chapter’s status as the representative of certain of the Village’s full-time sworn peace officers and has as its basic purpose the promotion of harmonious relations between the Village and the Association Chapter; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of an entire agreement covering rates of pay, hours of work and conditions of employment applicable to the bargaining unit employees.

THEREFORE, in consideration of the mutual promises and agreements contained in this Agreement, the Village and the Association Chapter do mutually promise and agree as follows:



## **ARTICLE I**

### **RECOGNITION**

Section 1.1. Recognition. The Village recognizes the Association Chapter as the sole and exclusive collective bargaining representative for all full-time sworn patrol officers below the rank of sergeant employed by the Village (hereinafter referred to as “officers’ or “employees”), but excluding all Sergeants, all Lieutenants, the Deputy Chief and the Police Chief as supervisory employees, all confidential, supervisory and managerial employees of the Department and all other employees of the Department and Village.

## ARTICLE II

### MANAGEMENT RIGHTS

Section 2.1. Management Rights. Except as expressly limited by the express provisions of this Agreement, and subject to the powers of the Winnetka Fire and Police Commission, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services, policies and missions of the Village; to supervise and direct the working forces; to determine the qualifications for employment and job positions and to employ employees; to determine examinations and examination techniques, and to conduct examinations; to determine policies affecting the training of employees; to schedule and assign work, to transfer and reassign employees; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to purchase goods and services; to determine the methods, means, organization and number of personnel by which departmental services shall be provided or purchased; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate, promote or demote employees; to establish performance standards and, from time to time, to change those standards; to discipline, suspend and/or discharge non-probationary employees for just cause (probationary employees without cause); to change or eliminate existing equipment or facilities and to introduce new equipment or facilities without having to negotiate over such changes or the effects of such changes; to subcontract work; to establish, change, add to or reduce the number of hours, shifts, tours of duty and schedules to be worked; and to transfer, relieve or lay off employees to meet Village needs. The Village shall also have the right to take any and all actions as may be necessary to carry out the mission of the Village and the Police Department in the event of civil emergency as may be declared by the Village President, the Village Manager, Police Chief or their authorized designees, which may include, but are not limited to, riots, civil disorders, tornado conditions, floods or other catastrophes or financial or other emergencies, and to suspend the terms of this Agreement during such civil emergency.

Section 2.2. Work Rules and Regulations. The Village may adopt, change or modify work rules. The Village agrees to post or make available in the Department a copy of its applicable work rules where such rules exist in writing. Whenever the village changes rules or issues new rules applicable to employees, the Association Chapter will be given at least five (5) days' prior notice, absent emergency, before the effective date of the work rules in order that the Association Chapter may discuss such rules with the Chief of Police or the Chief's designee within that five (5) day period before they become effective if the Association Chapter so requests. Work rules shall be equitably applied under similar circumstances and shall not conflict with any specific provision of this Agreement.

## **ARTICLE III**

### **ASSOCIATION**

Section 3.1. Fair Representation. The Association Chapter recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Association Chapter.

Section 3.2. Association Responsibility. The Association Chapter shall be responsible for the acts of its officers, stewards, members and representatives with respect to matters which are taken in the Association Chapter's name or in furtherance of the objectives of the Association Chapter.

Section 3.3. Association Activity. The Association Chapter agrees that neither it nor any of its officers or members will engage in any Association Chapter activity while such employees are on Village time unless mutually agreed upon by the parties.

Section 3.4. Dues Deduction. While this Agreement is in effect, the Village will deduct from each employee's paycheck once each month the uniform, regular monthly Association Chapter dues for each employee in the bargaining unit who has filed with the Village a lawful, voluntary, effective check-off authorization form. The village will honor all executed check-off authorization forms received not later than ten (10) working days prior to the next deduction date and such authorization forms shall remain in effect until revoked. If a conflict exists between the check-off authorization form and this Article, the terms of this Article and Agreement control.

Total deductions collected for each calendar month shall be remitted by the Village to an address provided by the Association Chapter together with a list of employees for whom deductions have been made not later than the tenth (10th) of the following month. The Association Chapter agrees to refund to the employee(s) any amounts paid to the Association Chapter in error on account of this dues deduction provision.

An Association Chapter member desiring to revoke the dues check-off may do so at any time by providing written notice to the Village. Dues shall be withheld and remitted to the Association Chapter unless or until such time as the Village receives the notice for a revocation of dues check-off from an employee, or notice of an employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the employee's earnings after withholding all other legal and required deductions. Information concerning dues not deducted under this Article shall be forwarded to the Association Chapter, and this action will discharge the Village's only responsibility with regard to such cases. Deductions shall cease at such time as a strike or work stoppage occurs in violation of Article VII of this Agreement (No Strike Clause).

The actual dues amount to be deducted shall be certified to the Village by the Association Chapter, and shall be uniform in dollar amount for each employee in order to ease the Village's burden of administering this provision. The Association Chapter may change the fixed uniform dollar amount which will be regular monthly dues once each calendar year during the life of this

Agreement. The Association Chapter will give the Village sixty (60) days' notice of any such change in the amount of uniform dues to be deducted.

Section 3.5. Association Chapter Indemnification. The Association Chapter and the Metropolitan Alliance of Police shall indemnify, defend and hold harmless the Village and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs for counsel selected or approved by the Association Chapter or Metropolitan Alliance of Police that shall arise out of or by reason of action taken or not taken by the Village in complying with the provisions of this Article, unless such action is initiated or prosecuted by the Village. If an improper deduction is made, the Association Chapter shall refund directly to the employee(s) any such amount.

Section 3.6. Use of District Facilities and Equipment. With the prior approval of the Chief of Police or his designee, Chapter representatives may use Village copy machines and fax machines. Such use shall not take precedence over Village needs and any materials used or other costs incurred shall be reimbursed by the Chapter if requested by the Village.

## ARTICLE IV

### **PROBATIONARY PERIOD**

Section 4.1. Probationary Period. The probationary period shall be twenty-four (24) months for newly hired employees. Any newly hired employee who has previous law enforcement experience may be eligible for accelerated step placement upon hire. The probationary period may be extended by the mutual agreement of the Village and the employee. Time absent from duty in excess of thirty (30) calendar days annually shall not apply towards satisfaction of the probationary period. During the probationary period, an officer is subject to discipline, including discharge, without cause and with no recourse to the grievance procedure or any other forum.

## ARTICLE V

### HOURS OF WORK AND OVERTIME

Section 5.1. Application of Article. This Article is intended only as a basis of calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day, week, tour of duty, work period or year.

#### Section 5.2. Workday and Shifts

##### **A. 12-hour Shifts.**

Except as otherwise provided, patrol officers shall be assigned to twelve (12) hour shifts in accordance with the following provisions:

1. Each 24-hour workday shall be divided into a day shift (normally 7 a.m. to 7 p.m.) and a night shift (normally 7 p.m. to 7 a.m.).
2. Each 12-hour day shift and each 12-hour night shift shall consist of two separate teams, i.e., an A team and a B team.
3. A work cycle shall consist of twenty-eight (28) days. Each 28-day work cycle shall consist of fourteen (14) workdays and fourteen (14) days scheduled off. Officers will normally be scheduled to have every other weekend off.
4. Of the 14 scheduled workdays in each 28-day work cycle, twelve (12) shall normally be 12-hour workdays and two (2) shall normally be 8-hour workdays. The two 8-hour workdays shall be scheduled by the Scheduling Supervisor. After the 28-day shift schedule is posted, an officer may request to reschedule an eight (8) hour shift and any such request shall not be arbitrarily denied.
5. Work schedules are to posted and available no later than four (4) weeks prior to the start of the next shift.

##### **B. 8-Hour Shifts.**

Notwithstanding the foregoing, one officer assigned to the night shift shall normally be scheduled for a flex car assignment consisting of twenty (20) 8-hour workdays over a 28-day work cycles, provided that no such officer shall normally be assigned to more than six (6) consecutive 8-hour workdays in the 28-day work cycle. Typically, the flex car assignment will be either from 3 p.m. to 11 p.m., but may start earlier or later than 3 p.m. to support department operations. In making such 8-hour assignments, the Village will seek qualified volunteers; if there are no qualified volunteers, the assignments will be rotated among least senior qualified officers who are assigned to the night shift.

**C. Probationary Employees**

The scheduling of shifts and shift hours for probationary employees shall continue to be at the discretion of the Department.

**D. Meal Periods and Break Periods.**

Subject to work needs, and with their supervisor’s permission, (a) during each 12-hour workday employees will generally be allowed a two (2) paid one-half (½) hour meal breaks and two (2) paid fifteen (15) minute breaks during a normal twelve hour workday; and (b) during each 8-hour workday employees will generally be allowed one (1) paid one-half (1/2) meal break and two (2) paid fifteen (15) minute breaks during a normal eight hour workday. If said breaks are not allowed as scheduled as a result of manpower needs, the Village shall make reasonable efforts to allow each affected employee to take said breaks at other times as reasonable during the shift.

**E. Work Schedules**

The 28-day work cycles for officers assigned to 12-hour shifts are based on the following template:

**TEAM A**

	<u>Mon.</u>	<u>Tues.</u>	<u>Wed.</u>	<u>Thur.</u>	<u>Fri.</u>	<u>Sat.</u>	<u>Sun.</u>
Week 1	Off	Off	On	On	Off	Off	Off
Week 2	On	On	Off	Off	On	On	On
Week 3	Off	Off	On	On	Off	Off	Off
Week 4	On	On	Off	Off	On	On	On

**TEAM B**

	<u>Mon.</u>	<u>Tues.</u>	<u>Wed.</u>	<u>Thur.</u>	<u>Fri.</u>	<u>Sat.</u>	<u>Sun.</u>
Week 1	On	On	Off	Off	On	On	On
Week 2	Off	Off	On	On	Off	Off	Off
Week 3	On	On	Off	Off	On	On	On
Week 4	Off	Off	On	On	Off	Off	Off

While the hours, shifts, tours of duty and work schedules may be changed, such changes shall only be made for non-arbitrary reasons related to the Department’s overall operation needs. In order to give officers reasonable advance notice of their work schedules, officers will normally be assigned to two consecutive 28-day work cycles, which will be posted online for officers to review.

## **F. Scheduling Committee**

During the parties' 2019-2022 collective bargaining agreement, the Scheduling Committee (two members appointed by the Chapter and two members appointed by the Police Chief) will continue to meet quarterly, at the request of either party, to review the implementation of 12-hour shifts as provided herein and to suggest possible modifications.

Section 5.3. Overtime. For purposes of computing overtime, a normal work cycle shall be twenty-eight (28) days and a normal workday shall be either twelve (12) hour or eight (8) hours, as defined above. Overtime worked in increments of one-quarter (1/4) hour or more in excess of twelve (12) hours or eight (8) hours of work per day, whichever is applicable, will be paid on the basis of one and one-half (1 ½) times the employee's regular straight-time hourly rate of pay, and overtime worked (in increments of one-quarter (1/4) hour or more) in excess of one hundred sixty (160) hours of work per twenty-eight (28) day work cycle will be paid on the basis of one and one-half (1 ½) times the employee's regular straight-time hourly rate, except as may be provided in Section 5.6 (Compensatory Time). All non-scheduled overtime that arises as a result of the absence of a bargaining unit member(s), and available with less than 48 hours' notice, shall be assigned to a bargaining unit member on the basis of rotating seniority, qualifications permitting. If a bargaining unit member establishes that he/she did not receive an overtime opportunity that he/she should have received, he/she shall be assigned the next overtime opportunity

Section 5.4. Team and Shift Assignments. Team and shift assignments for the following calendar year will normally be posted by September 15 in order to permit the commencement of vacation selections thereafter. Beginning on August 1, 2020, the four most senior officers assigned to the Patrol Division may submit shift preferences, which shall normally be honored on the schedule for the following year. Otherwise, except as provided herein, in making team and shift assignments for the following year, the criteria shall include but not necessarily be limited to the mix of seniority, specialty assignments, and each officer's court key. After team and shift assignments are set for the following year, the Chief of Police or the Chief's designee retain discretion under the following paragraph to fix vacancies or alleviate other issues with the schedule, and no employee has any expectation of a particular shift preference until the next following year.

In the discretion of the Village, and subject to the approval of the Chief or the Chief's designee, employees may be permitted to change shifts on occasion depending upon the Village's work needs if the change does not result in additional overtime compensation being paid to any of the employees involved in the change and does not interfere with Department operations. Notwithstanding the foregoing, the Village retains the right to change shift assignments as may be needed but they shall only be made for non-arbitrary reasons related to the Department's operational needs. If the Department believes it is necessary based on operational and legal considerations, before changing shift assignments, the Village will seek qualified volunteers; if there are no qualified volunteers, the least senior qualified officer(s) will be reassigned. If there is a need to make further shift reassignments within the next 12-months and there are no qualified volunteers, the next least senior qualified officer(s) will be reassigned, i.e., the officer(s) who were previously reassigned will not be reassigned.



Section 5.5. Compensatory Time. In lieu of overtime pay an employee may earn compensatory time at a rate equal to one and one-half (1 ½) hours for each overtime hour worked in accordance with the provisions of Section 5.3. Employees may accumulate up to sixty (60) hours of compensatory time during the calendar year but may not carry over more than forty (40) hours to the next calendar year. Any other overtime worked will be paid in accordance with Section 5.3. Upon termination of employment, an employee shall be paid all accumulated compensatory time at the officer's then current rate of pay. Requests for use of compensatory time will be subject to approval by the officer's supervisor taking into account work needs of the Department. Requests for compensatory time must be made at least three (3) days in advance, unless approved by the officer's supervisor. The Chief or the Chief's designee will not unreasonably withhold permission for the utilization of compensatory time off.

Section 5.6. Court Time. An employee who is required to make court appearances on behalf of the Village during the employee's off-duty hours will receive pay for all hours worked at the rate of one and one-half (1 ½) times the employee's regular hourly rate with a minimum guarantee of three (3) hours. The minimum guarantee shall not apply if court time continuously precedes or follows an employee's regularly scheduled working hours, in which case the employee will be paid only for actual hours worked.

The parties agree that the employee's paid court time shall commence when said employee arrives at the police department or at the courthouse to begin preparation and/or testifying in his/her cases upon order of the Chief or the Chief's designee.

Section 5.7. Call-Back Pay. A call-back is defined as an official assignment of work which does not continuously precede or follow an officer's scheduled working hours and involves the officer returning to work after the officer has worked a shift. A call-back shall be compensated at one and one-half (1 ½) times an employee's regular straight-time hourly rate of pay for all hours worked on call-back, with a three (3) hour minimum, except that if the employee is called back to rectify the employee's own error, such call-back time shall be paid at straight-time rates and shall not be counted toward overtime hours under Section 5.3.

Section 5.8. Required Overtime. The Chief of Police or the Chief's designee(s) shall have the right to require overtime work and officers may not refuse overtime assignments. In non-emergency situations, the Chief or the Chief's designee as a general rule shall take reasonable steps to obtain volunteers for overtime assignments before assigning required overtime work, and if not filled through a volunteer process, said assignments shall be filled by reverse seniority on a rotating basis, based on the prior shift if an officer is being held over, or the next shift if an officer is being called in early, or if more officers are needed, as assigned by the Village. In addition, notwithstanding the above, the Village retains the right to assign specific individuals to perform specific overtime assignments due to their qualifications or to complete work in progress.

Section 5.9. No Pyramiding. Compensation shall not be paid (or compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

Section 5.10. Electronic Communication Devices. The Village retains the right to require employees to carry electronic communications devices during off-duty hours, but

employees shall only be eligible for pay if called and requested to work, in which case the employee will be paid for actual hours worked in accordance with this Agreement. There will be no discipline or discrimination for failure to answer a Village provided electronic communication device during off-duty hours during the term of this Agreement.

## ARTICLE VI

### GRIEVANCE PROCEDURE

Section 6.1. Definition. A “grievance” is defined as a dispute or difference of opinion concerning the interpretation or application of the express provisions of this Agreement raised by an employee or the Association Chapter against the Village involving an alleged violation or misapplication of an express provision of this Agreement. This grievance procedure shall supersede any other Village grievance procedure.

Section 6.2. Procedure. A grievance filed against the Village shall be processed in the following manner:

- Step 1: In Order to encourage informal resolution of a grievance at the first level of supervision, an employee who believes that the employee has a grievance shall be required first to discuss the alleged grievance with the employee’s immediate supervisor. The Association Chapter steward may be present if the employee so desires. To be timely, the grievance must be presented no later than five (5) calendar days after the act, event or commencement of the condition which is the basis of the grievance or five (5) calendar days after the employee, through the use of reasonable diligence, should have had knowledge of the act, event or commencement of the condition which is the basis of the grievance. The supervisor shall respond to the grievance, either orally or in writing within five (5) calendar days.
- Step 2: If the grievance is not satisfactorily settled in Step 1, it shall be reduced to writing, signed by the employee, and presented to the Deputy Chief, or the Deputy Chief’s designee, within seven (7) calendar days after a decision was rendered by the immediate supervisor in Step 1. The written grievance shall include a statement of all relevant facts, a reference to the provision or provisions of the Agreement alleged to be violated, and the remedy requested. The employee and/or the Association Chapter representative shall meet with the Deputy Chief, or the Deputy Chief’s designee, to discuss the subject of the grievance, as well as optionally present written statements to the Deputy Chief, or the Deputy Chief’s designee, within seven (7) calendar days after presentation of the written grievance to the Deputy Chief, or the Deputy Chief’s designee, shall provide a written response within seven (7) calendar days after such meeting.
- Step 3: If the grievance is not settled at Step 2, the written grievance shall be presented by the employee or by the Association Chapter representative to the Chief of Police, or the Chief’s designee, no later than seven (7) calendar days after the date of the response of the Deputy Chief, or the Deputy Chief’s designee. The Chief of Police, or the Chief’s designee, may meet with the employee and/or the Association Chapter representative in an effort to resolve the grievance within seven (7) calendar days after the Chief, or the Chief’s designee, receives the grievance. The Chief, or the Chief’s designee, shall reply to the grievance within seven (7) calendar days after the date of the meeting, or, if there is no meeting,

within ten (10) calendar days after the written grievance was received by the Chief, or the Chief's designee.

Step 4: If the grievance is not settled in Step 3, the written grievance shall be presented by the employee or by the Association Chapter representative to the Village Manager, or the Manager's designee, not later than seven (7) calendar days after the Chief of Police, or the Chief's designee, replies to the grievance. The Village Manager or the Manager's designee shall make such investigation of the facts and circumstances as the Manager, or the Manager's designee, deems necessary, and may meet with the employee and/or the Association Chapter representative. The Village Manager or the Manager's designee will give a written answer to the grievance within ten (10) calendar days after the date of the meeting, or if there is no meeting, within fourteen (14) calendar days after the date the grievance was received by the Manager, or the Manager's designee.

Section 6.3. Arbitration. A grievance not settled in Step 4 may be appealed by the Association Chapter to arbitration by serving on the Village, not later than fifteen (15) calendar days after the date of the reply of the Village Manager or the Village Manager's designee, a written request to arbitrate, setting forth specifically the issue or issues to be arbitrated. If the parties fail to agree upon an arbitrator within fifteen (15) days after receipt of the written request to arbitrate, they shall request the Federal Mediation and Conciliation Service to submit a panel of seven (7) proposed arbitrators. The parties may each strike one (1) panel. The parties shall select the arbitrator by alternately striking a name until one (1) name remains, who shall be the arbitrator. The party requesting arbitration shall strike the first name.

Section 6.4. Arbitrator's Authority. The arbitrator shall consider and decide only the questions of fact raised by the grievance, as originally submitted at Step 1, and confirmed in writing at Step 2, as to whether there has been a violation, misinterpretation or misapplication of the express provisions of this Agreement. The arbitrator shall have no power or authority to render a decision (1) contrary to the express provisions of this Agreement or (2) restricting, limiting or interfering in any manner with the powers, duties or responsibilities granted to or imposed on the Village or the Village Fire and Police Commission under this Agreement, applicable law or public policy. The arbitrator shall not have the power to amend, delete, add to or change in any way any of the terms of this Agreement or to impair, minimize or reduce any of the rights reserved to management under the terms of article II or other terms of this Agreement, either directly or indirectly, nor shall the arbitrator have the power to substitute the arbitrator's discretion for that of management. In addition, the arbitrator shall have no authority to impose upon any party any obligation not provided for explicitly in this Agreement, or to issue any decision or propose any remedy which is retroactive beyond the period specified in Step 1 of this grievance procedure. Any decision or award of the arbitrator rendered within the limitations of this Section 6.4 shall be binding upon the Association Chapter, the employees and the Village.

Section 6.5. Time Limits. If a decision is not rendered by the Village within the time limits provided for in this grievance procedure, the aggrieved employee, or the Association Chapter, may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step as provided above. If at any step the aggrieved employee or the Association Chapter does not submit the grievance or appeal the Village's decision in the manner

and time limits provided for in the grievance procedure, the grievance shall be considered settled on the basis of the last decision of the Village without any further appeal or reconsideration. The time limits at any level of the grievance procedure may be extended by mutual written agreement between the Association Chapter and the Village.

Section 6.6. Decision and Fee. The decision of the arbitrator, within the limits prescribed in this Article VI, shall be binding on all parties to the grievance, including the Village, the Association Chapter and the aggrieved employee. The fee and expenses of the arbitrator shall be borne equally by the Village and the Association Chapter. No joint expenses shall be incurred except by mutual agreement of the parties.

Section 6.7. Association Chapter Grievance. The Association Chapter may present a grievance general in nature directly at Step 3. Any such grievance initiated at Step 3 shall be presented not later than five (5) calendar days after the act, event or commencement of the condition which is the basis of the grievance or five (5) calendar days after the Association Chapter, through the exercise of reasonable diligence, should have had knowledge of the act, event or commencement of the condition which is the basis of the grievance.

Section 6.8. Method of Determination. It is understood these grievance and arbitration procedures shall not apply to any matter as to which the Village is without authority to act and that the filing and pendency of any grievance shall not preclude the Village from taking the action or continuing to follow the course complained of which is the subject of the grievance. There shall be no suspension or interference with work because of any grievance or any incident which is or could have been the subject of a grievance.

Section 6.9. Association Rights. No settlement or agreement shall be binding on the Association Chapter unless the Association Chapter has had the opportunity to be present and agree to such settlement. It is acknowledged that the Association Chapter has the right to exercise its discretion to refuse to process an employee's unmeritorious grievance.

Section 6.10. Aggrieved Employee. An employee who files a grievance must have a direct interest in the grievance in that the outcome of the grievance directly affects the employee's own wages, hours or work conditions as set out and determined by the provisions of this Agreement. Each grievance shall be considered a separate matter and shall be handled separately and distinctly. Separate grievances shall not be arbitrated together, except by mutual consent of the Village and the Association Chapter.

## ARTICLE VII

### NO STRIKE CLAUSE

Section 7.1. No Strike. Neither the Association Chapter nor any of its officers or agents or any employee will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, slow-down, speed-up, concerted stoppage of work, concerted refusal to perform overtime or other work, concerted, abnormal or unapproved enforcement procedures or policies, work-to-the-rule situation, mass resignations, mass absenteeism, organized interference, picketing or any other interruption or disruption of the operations of the Village, regardless of the reason for doing so. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village with normal appeal and hearing rights to the Board of Fire and Police Commissioners of the Village. Each employee who holds the position of officer or steward of the Association 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 Association Chapter agrees to inform its members of their obligation under this Agreement and to direct them to return to work. Nothing contained herein shall preclude the Village from obtaining judicial restraint and damages in the event there is a violation of this Section.

Section 7.2. 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 Association Chapter.

## **ARTICLE VIII**

### **HOLIDAYS**

**Section 8.1. Holidays.** The following ten (10) listed holidays are the recognized holidays for purposes of this Article. Employees may be scheduled to work on the holidays and will be paid straight-time for hours worked on the following holidays, except as provided in Sections 8.2 and 8.3.

New Year's Day	Veteran's Day
Presidents Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
July 4 <sup>th</sup>	Christmas Eve
Labor Day	Christmas Day

**Section 8.2. Personal Time.** In recognition of the Department's rotating shift schedule and the fact that officers are regularly scheduled to work on holidays, effective January 1, 2004, officers who are covered by this Agreement shall receive twenty-four (24) hours of personal time during the calendar year. Officers shall start to earn personal time as of their date of hire, at a rate of two (2) hours per month. Personal time shall be scheduled subject to work needs of the Village. Requests for use of personal time should be made at least eighteen (18) days in advance of the twenty-eight (28) days shift in which the personal time is to be taken, except with permission of the Chief or the Chief's designee. If the personal time is not used by the end of the calendar year, said Officer shall receive compensation for those hours at the Officer's then regular straight-time hourly rate. Upon termination of employment, employees shall be paid on a pro rata basis for any personal time earned in the year of termination which remains unused. Because personal time may be used before they have been earned, any unearned personal time that has been used will be deducted on a pro rata basis from the final paycheck when an employee terminates employment with the Village.

**Section 8.3. Holiday Compensation.** Employees who are employed as of January 1 each fiscal year will be paid holiday compensation for the calendar year on the basis of forty (40) hours of straight-time pay, which is to be granted as a one (1) week vacation to be selected in accordance with the vacation selection provisions and included in the paycheck covering the period in which the vacation is taken, and forty (40) hours of straight-time pay which shall be included on the second January paychecks received by the officers. Employees hired after January 1 shall be paid on a pro rata basis of 1/12 of the holiday pay (40 hours of straight time pay) for each month in which the employee was employed on the fifteenth of each month remaining in the calendar year, to be paid on the employee's second monthly paycheck. If an employee receives holiday compensation and terminates employment prior to the end of the calendar year, the employee shall reimburse the Village pro rata on the basis of 1/12 holiday compensation for each month the employee was not employed on the fifteenth of the month for any remaining month in the calendar year in which employment is terminated. Reimbursement shall be by means of a deduction from the employee's paycheck, or if the employee's paycheck is insufficient, by paying the amount owed to the Village. The Village and the Association Chapter further agree that an employee who works any hours on an above recognized holiday (actual day of the holiday and not the day of observance if there is a difference) shall receive as

compensation therefor the sum of one and one-half (1-1/2) times the employee's regular hourly rate of pay for the hours worked on said holiday. Holiday shifts will be designated in accordance with past practice.

Section 8.4. Holiday Overtime. If an officer is required to work more than a normal workday, as defined in Section 5.2, either eight (8) or twelve (12) hours on any holiday, the officer will be compensated at two and one-half (2-1/2) times the officer's hourly rate for those hours in excess of the original eight (8) or twelve (12). Further, any officer who is not scheduled to work a holiday as part of the officer's regular duty, but who is called into work on a holiday, will be compensated at two and one-half (2 ½) times the employee's hourly rate for those hours worked on the holiday.

Section 8.5. Holiday Assignments. The Chief or the Chief's designee will assign holiday work assignments as needed in a fair and reasonably equitable manner.



## **ARTICLE IX**

### **VACATIONS**

Section 9.1. Eligibility and Allowances. All employees shall be eligible for paid vacation time after the completion of six (6) months of continuous full-time active employment. Employees shall start to earn vacation time as of their date of hire, but cannot use vacation time until they have been continuously actively employed for six (6) months. Effective January 1, 2016, vacation time shall be earned based on the following schedule:

<b>Length of Continuous Active Service</b>	<b>Vacation Days Earned</b>
In 1st calendar year through calendar year in which 4th anniversary date of employment	6.67 hrs./mo. (80 hrs. total)
Calendar year in which 5th anniversary date of employment occurs	7.33 hrs./mo. (88 hrs. total)
Calendar year in which 6th anniversary date of employment occurs	8.00 hrs./mo. (96 hrs. total))
Calendar year in which 7th anniversary date of employment occurs	8.66 hrs./mo. (104 hrs. total)
Calendar year in which 8th anniversary date of employment occurs	9.33 hrs./mo./ (112 hrs. total)
Calendar year in which 9th anniversary date of employment occurs	10.00 hrs./mo. (120 hrs. total)
Calendar year in which 10th anniversary date of employment occurs	10.66 hrs./mo. (128 hrs. total)
Calendar year in which 11th anniversary date of employment occurs	11.33 hrs./mo. (136 hrs. total)
Calendar year in which 12th anniversary date of employment occurs	12.00 hrs./mo. (144 hrs. total)
Calendar year in which 13th anniversary date of employment occurs	12.66 hrs./mo. (152 hrs. total)
Calendar years in which 14th anniversary date of employment occurs	13.33 hrs./mo. (160 hrs. total)

Calendar year in which 15th through 21st anniversary date of employment occurs	14.00 hrs./mo. (168 hrs. total)
Calendar year in which 22nd anniversary date of employment occurs	14.66 hrs./mo. (176 hrs. total)
Calendar year in which 23rd anniversary date of employment occurs	15.33 hrs./mo. (184 hrs. total)
Calendar year in which 24th anniversary date of employment occurs	16.00 hrs./mo. (192 hrs. total)
Calendar year in which 25th anniversary occurs & subsequent years	16.66 hr./mo. (200 hrs. total)

Vacation time, less than or equal to one (1) year's accrual (i.e., hours earned within one (1) calendar year) may be carried over from one year to the next. Employees will be credited with their vacation time at the beginning of each calendar year.

Section 9.2. Vacation Pay. The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect on the payday immediately preceding the employee's vacation. Employees will be paid their vacation pay as part of their regular paycheck for the period in which that vacation is taken.

Section 9.3. Scheduling. All vacation picks shall be subject first to the non-arbitrary overall operational needs of the Department. Vacation scheduling will be done prior to November 1st for vacation to be taken the following calendar year. Employees shall schedule no less than one (1) week of vacation at a time unless otherwise approved by the Chief or the Chief's designee.

Vacation picks shall be made by seniority with a maximum of three (3) weeks being chosen on the first round of picks. On the first round, an officer may choose only two (2) weeks in the summer shift period. Should an Officer with three (3) or more weeks available choose a holiday week in the first round, that Officer is limited to selecting one (1) week in the summer shift period in the first round. Officers may schedule all or part of their remaining vacation entitlement in the second round of vacation picks which shall immediately following the conclusion of the first round of picks. For these purposes, a holiday week shall include: New Year's Day, the Fourth of July, Thanksgiving and Christmas.

A vacation week is defined as the use of at least 36 hours of vacation time. Officers will not be required to use more than 48 hours of vacation time for any selected week.

Not more than two (2) officers will be on vacation in any given week and no more than one of them will be on the night shift. Officers on the same shift and team may not choose the same week. Not more than six (6) weeks of vacation can be selected in any 28-day shift period.

After the initial and second round vacation picks have been made, officers with additional accrued vacation time for the year may submit written requests to the Chief or the Chief's designee to use remaining vacation time at least 60 days prior to the requested vacation week, which restriction may be waived by the Chief or his designee. In the event of simultaneous written requests, the request of the most senior officer will be considered first.

Section 9.4. Vacation Pay upon Termination. Upon termination of employment, employees shall be paid on a pro rata basis for any vacation time earned in the year of termination which remains unused. Because vacation time may be used before it has been earned, any unearned vacation time that has been used will be deducted on a pro rata basis from the final paycheck when an employee terminates employment with the Village.

Section 9.5. Village Emergency. In the case of an emergency, such as but not limited to riot, civil disaster, presidential visit, extreme illness and the like, the Village President, the Village Manager or the Police Chief or their designees, may cancel and reschedule any or all approved vacation leaves in advance of their being taken, an/or recall any police officer from vacation in progress.

In the event of an emergency, an officer on vacation may be ordered into work if the officer can be located. If an officer is ordered into work on the officer's scheduled vacation (including, if requested, the immediately following weekend), the officer will be compensated at the rate of two and one-half (2 ½) times the officer's regular hourly rate for all hours worked, with a minimum of three (3) hours paid, and the balance of any unused vacation time will be credited back to the affected officer's vacation accumulation. If the officer cannot be located, due to the officer being out of town or other legitimate reason, the officer will not be subject to discipline.

If an officer is ordered into work during a scheduled vacation (including, if requested, the immediately following weekend) and at that time the employee advises the Chief or his designee that he will lose money as a result of forfeited deposits for lodging or non-refundable transportation tickets, the Village will reimburse the officer for a total of not more than \$1,500.00 of such documented expenses.

## ARTICLE X

### **SENIORITY, LAYOFFS AND RECALLS**

Section 10.1. Seniority. Unless stated otherwise in this Agreement, seniority for the purpose of this Agreement shall be defined as a peace officer's length of continuous full-time service in rank with the Village since the officer's last date of hire as a peace officer in rank. Seniority shall not include periods of unpaid leave time. Seniority shall be lost upon termination of employment, resignation, discharge, suspension, layoff, and failure to return to work upon expiration of an approved leave. Seniority will be reinstated in accordance with Illinois State Statutes if an employee returns to work when recalled from a layoff.

Section 10.2. Layoffs. Layoffs, for reason of lack of work or reduction of the work force, shall be made in the inverse order of job classification seniority. All probationary employees in a position affected by layoff shall be separated before any non-probationary employee shall be subject to such a reduction in the work force.

Section 10.3. Recall. Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training. Employees who are eligible for recall shall be given ten (10) calendar days' notice of recall and notice of recall shall be by certified or registered mail with a copy to the Association Chapter, provided that the employee must notify the Chief of Police or the Chief's designee of the employee's intention to return to work within three (3) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Chief of Police or the Chief's designee with the latest mailing address. If an employee fails to respond in a timely manner to a recall notice, the employee's name shall be removed from the recall list. If an employee is recalled to the employee's former job and requires additional training, the Village shall provide that training at the Village's expense.

Section 10.4. Rate of Pay. When, due to a decrease of the work forces or the elimination of a job, an employee is assigned to a lower rated job and desires to retain such job rather than accept a layoff, the employee will be paid in accordance with the employee's seniority as applied to the progression schedule in effect for the lower rated job.

Section 10.5. Posting of Seniority List. The Village agrees to post, on at least a semi-annual basis, a list covering the names of officers who are covered by this Agreement, in order of seniority from date of hire. Before posting the list, the Village will provide a copy of the list to the Chapter President. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village in writing within twenty-one (21) calendar days after the Chapter's receipt of the list.

## **ARTICLE XI**

### **SICK LEAVE**

Section 11.1. Accrued Sick Leave. All full-time officers shall be eligible to accrue paid sick leave as provided herein. The sick leave benefit shall be accrued at the rate of eight (8) hours for each full month of service to begin at the date of employment as a sworn peace officer. Officers will be credited with their sick leave at the beginning of each calendar year and may request use of paid sick leave at any time during the year for which it is credited. Officers who complete part of a work shift and go home sick will be debited for the amount of accrued sick leave used in one-half (½) hour increments. An employee may use sick leave for absence from work due to the employee's own illness or injury, an emergency situation at the employee's home requiring adult care of a member of the employee's household which would otherwise not be available, provided proper notice to the employee's supervisor has been given in accordance with Section 11.2.

Section 11.2. Request for Sick Leave. Employees requesting sick leave must call their supervisor as soon as possible, but not less than two (2) hours prior to the start of the scheduled workday. An employee may be required by the Village to substantiate proof of illness when there is reason to suspect sick leave abuse. Where the employee is absent for five (5) or more consecutive days due to illness, the employee may be required by the Village to bring in a doctor's certificate in order to receive sick leave pay and also to be able to return to work. Requests for sick leave may not be arbitrarily denied.

#### Section 11.3. Sick Leave Buyback.

##### A. Employees Who Were Hired Before April 1, 2012

Effective April 1, 2012, the following provisions shall be applicable to employees hired before April 1, 2012:

##### Annual Buyback

1. Effective April 1, 2012, sick leave in excess of two hundred forty (240) hours) may be cashed in at 50% up to the greater of the maximum number of accrued but unused sick leave hours as of December 31, 2011 or 600 hours at the employee's regular hourly rate.
2. Any hours above the maximum number of accrued but unused sick leave hours as December 31, 2011 or 600 hours may be cashed in at 30%.
3. Any such requests must be made prior to September 1. The employee's cashed-in sick pay will be included in the employee's second paycheck in the following year.

### Buyback at Termination

1. Employees who have less than twenty (20) years of seniority shall receive compensation at 50% of the employee's then current regular hourly rate of pay for all sick leave hours accrued but not used as of the date of termination that are in excess of two hundred forty (240) hours and up to the maximum set forth in subparagraph 3 below.
2. Employees who have twenty (20) or more years of seniority shall receive compensation at 50% of the employee's then current regular hourly rate of pay for all sick leave hours accrued but not used as of the date of termination up to the maximum set forth in subparagraph 3 below.
3. The maximum number of sick leave hours that will be paid at 50% of the employee's then current regular hourly rate of pay will be established based on the greater of the number of accrued but unused sick leave hours as of December 31, 2011 or 600 hours.
4. All sick leave hours accrued but not used as of the date of termination that are above the maximum set forth in subparagraph 3 above will be paid at 30% of the employee's then current regular hourly rate of pay.

### B. Employees Hired on or after April 1, 2012

Effective April 1, 2012, the following sick leave buyback provisions shall be applicable to bargaining unit employees who were on or after April 1, 2012:

#### Annual Buyback

1. Sick leave in excess of forty hundred eighty (480) hours) may be cashed in at 30% at the employee's regular hourly rate.
2. Any such requests must be made prior to September 1. The employee's cashed-in sick pay will be included in the employee's second paycheck in the following year.

#### Sick Leave Buyback at Termination

Upon termination of employment in good standing, compensation at 30% of the employee's then current regular hourly rate of pay shall be paid for all sick leave hours accrued but not used in excess of four hundred eighty (480) hours.

C. Generally

Because sick leave may be used before it has been earned, any unearned sick leave time that has been used will be deducted on a pro rata basis from the final paycheck when an employee terminates employment with the Village.

D. Maximum Accumulation

Employees shall be subject to a maximum sick leave accumulation amount of one thousand four hundred forty (1,440) hours as of the end of the fiscal year. Effective April 1, 2012 all employees shall be paid thirty percent (30%) of the value of any accrued but unused sick days above one thousand four hundred forty (1,440) hours that have not been used during the fiscal year, said amount to be paid during January of the following year.

E. Death Benefit.

If an employee dies while on the active payroll of the Village and the employee had accumulated sick leave at the time of death, a death benefit based on that accumulated sick leave will be paid to the employee's spouse or, if no spouse, to the employee's estate. The amount of the death benefit shall be calculated in the same way that the death benefit based on accumulated sick leave is calculated for the Village's unrepresented employees who are similarly situated.

Section 11.4. Tax Deferment Benefits. For the term of this Agreement, officers shall continue to be entitled to take advantage of the Village's Section 457 plan under the terms and conditions of said plan.

## ARTICLE XII

### ADDITIONAL LEAVES OF ABSENCE

Section 12.1. Discretionary Leaves. The Village, in its discretion, may grant a leave of absence under this Article to any bargaining unit employee. The Village shall set the terms and conditions of the leave, including whether or not the leave is to with or without pay and with or without benefits.

Section 12.2. Application for Leave. Any request for a leave of absence shall be submitted in writing by the employee to the Police Chief or the Chief's designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for a leave of absence shall, if granted, be furnished to the employee by the Police Chief or the Chief's designee and shall be in writing.

Section 12.3. Jury Duty. An employee who is required to report for jury duty shall be excused from work without loss of pay for the period of time which the employee is required to be away from work and during which the employee would have otherwise been scheduled to work. Furthermore, an employee, if scheduled to perform jury duty just prior to or immediately following the employee's regular work shift, shall have the employee's regular work shift adjusted so that the employee's jury duty is simultaneous with the employee's work schedule on that day. An employee shall immediately notify the Police Chief or the Chief's designee if the employee is required to report for jury duty. If an employee is compensated by the Village for performing jury duty, such employee must sign over to the Village any check received for performance of such jury duty, less any travel allowance.

Section 12.4. Funeral Leave. In the event of a death in the immediate family of an employee who has completed at least one (1) year of continuous service, the employee will be granted twenty-four (24) hours off with pay (effective the first pay period following the execution of the 2015-2018 Agreement, thirty-two (32) hours in the event of the death of an employee's spouse or child) to attend the funeral. For this purpose, immediate family consists of the employee's mother, father, mother-in-law, father-in-law, sister, brother, spouse, child, grandchild, grandparents, stepmother, stepfather, stepsister, stepbrother and stepchild. The Village retains the right to require proof of the funeral and the employee's attendance at the funeral.

Section 12.5. Leave for Illness, Injury or Disability. In the event an employee is unable to work by reason of illness, injury or disability (including those compensable under workers' compensation, which shall be considered on-the-job duty-related injuries) the Village may grant a leave of absence without pay during which time seniority shall not accrue to the extent permitted by law except that for a work-related injury compensable under workers' compensation, an employee shall accrue seniority for the first twelve (12) months of leave. To qualify for leave, the employee must report the illness, injury or disability as soon as the illness, injury or disability is known, and thereafter furnish to the Police Chief or the Chief's designee a physician's written statement showing the nature of the illness or injury or state of disability and the estimated length of time that the employee will be unable to report for work, together with a



written application for such leave. Thereafter, during such leave, the employee shall furnish a current report upon request by the Village. The Village will comply with all current state statutes pertaining to on-the-job injuries and duty-related illnesses.

Section 12.6. Benefits While On Leave. Unless otherwise stated in this Article or otherwise required by law, length of service shall not accrue for an employee who is on an approved non-pay leave status. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status. Unless otherwise stated in this Article, an employee returning from leave will have the employee's seniority continued after the period of the leave. Upon the employee's return, the Village will place the employee in the employee's previous job if the job is vacant; if the job is not vacant, the employee will be placed in the first available opening in the employee's classification or in a lower rated classification according to the employee's seniority, where skill and ability to perform the work without additional training is equal. If, upon expiration of the leave of absence, there is no work available for the employee or if the employee could have been laid off according to the employee's seniority except for the employee's leave, the employee shall go directly on layoff. During the approved leave of absence or layoff under this Agreement, the employee shall be entitled to continuation or conversion coverage under applicable group medical (pursuant to COBRA) and life insurance plans to the extent provided in such plans, provided the employee makes arrangements for the change and arrangements to pay the entire insurance premiums involved, and any additional surcharges as allowed by law, including the amount of premium previously paid by the Village.

Section 12.7. Non-Employment Elsewhere. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who engage in employment elsewhere during such leave may be subject to immediate discipline, including without limitation discharge.

Section 12.8. Military Leave. Military leaves will be granted in accordance with applicable laws. The Village will pay an employee for a maximum of forty (40) hours at regular pay on an annual basis in the case of short-term military leave for annual reserve training. The balance will be unpaid. Benefits will be continued for a maximum of three (3) weeks in the case of such short-term annual reserve training military leave. If an employee is called for extended active duty, an employee will be paid the employee's normal salary for the first thirty (30) days of extended active duty. The balance of the leave will be unpaid. Benefits will be subject to Section 12.6 and the terms of the applicable plans except that during the first ninety (90) days of extended active duty, the Village will continue to contribute towards an employee's medical insurance coverage, including dependent coverage, in the same amount as if the employee were actively employed.

Section 12.9. Family Medical Leave Act. Employees are now covered under the federal Family and Medical Leave Act of 1993. Employees who have worked for the Village for at least twelve (12) months, and who have worked at least 1,250 hours over the previous twelve (12) months, are eligible for up to twelve (12) weeks total of paid and/or unpaid leave in any twelve (12) month period for: birth, adoption, or foster care of a child or a serious health condition (as defined below) of an employee or immediate family member (as defined below) requiring in-patient care or continuing treatment by a health care provider.

An “immediate family member” is an employee’s son or daughter, spouse or parent. A son or daughter is a child either under the age of eighteen (18), or eighteen (18) years of age or older but incapable of self-care because of a mental or physical disability. A “serious health condition” is an injury, illness, impairment or physical or mental condition that requires certification from a health care provider for leave based on a serious health condition. The disability portion of pregnancy leave is considered a serious health condition for purposes of the Family and Medical Leave Act. This would normally end six (6) weeks after a normal birth or eight (8) weeks after a caesarean section.

Employees must provide the Village with at least thirty (30) days’ notice if possible before taking such leave, or notify the Village as soon as practical.

**ARTICLE XIII**

**EMPLOYEE WELLNESS AND FITNESS**

Section 13.1. Physical Fitness Requirements. Each employee’s participation in any established and recognized departmental physical fitness program shall be on a mandatory basis. The Village retains the right to require that an employee take a fitness test, (not more than two (2) times per calendar year). Refusal to participate in the departmental fitness program or to take a fitness test may be cause for discipline.

Any mandatory departmental physical fitness program will include individualized goals. No employee will be disciplined for failure to meet any goals that may be established, as long as the employee makes a good faith effort to meet any such goals but may be taken into account in connection with evaluations and assignments. The foregoing shall not be construed to relieve an employee of his/her obligation to meet job-related physical fitness standards.

If the Village has reason to believe that an employee may not be fit for duty, the Village may require, at its expense, that the employee have a medical examination and/or psychological examination by a qualified and licensed physician and/or psychologist selected by the Village. If requested by the employee, the Village shall provide the employee with the reason or reasons for requiring the employee to undertake a fitness for duty examination.

Financial incentives shall be available for employees who take the fitness test at least twice in each calendar year and whose average score is at or above the fortieth percentile in accordance with the following schedule:

<u>Standard</u>	<u>Incentive Pay</u>
Good (40% to 64%)	\$100.00
Excellent (65% to 89%)	\$150.00
Superior (90% or above)	\$200.00

For purposes of this Section, the phrase “at least twice in each calendar year” shall be interpreted to mean at least two (2) of the quarterly assessments in any calendar year.

## ARTICLE XIV

### WAGES AND OTHER PAY PRACTICES

Section 14.1. Wage Schedule. Employees shall be compensated at a minimum in accordance with the wage schedules attached to this Agreement as Attachment A.

Section 14.2. Retroactivity. All employees covered by this Agreement who are employed by the Village on the date this Agreement is executed shall receive retroactive pay from January 1, 2019 to the date of the signing of this Agreement, for all straight-time and overtime hours (inclusive of special details) worked from January 1, 2019 to the date of the signing of this Agreement. Overtime hours for the retroactive pay, beginning January 1, 2019, are to be calculated based upon each employee's actual overtime hours worked from January 1, 2019, to the execution date of this Agreement. This retroactive pay will not occasion any increase in fringe benefits payments by the Village for the retroactive period in question. Employees shall receive the retroactive paychecks within forty-five (45) days of the execution of this Agreement or as soon as is reasonably possible.

Section 14.3. Tuition Reimbursement. Subject to budgeted funds being made available in the Department's budget, the Village shall, upon prior request and approval, provide reimbursement for costs for tuition, course fees, and books for an employee taking courses in accredited programs in accredited institutions of higher education, subject to the following provisions:

1. The course shall be job related, or be a necessary credit towards a job related degree.
2. The employee must request the approval of the Chief of Police prior to August 1 for any courses to be taken in the following fiscal year, and the approximate dollar amount of the request. Approvals of tuition requests will be made by December 1. Reimbursements are made within 30 days after receipt of completion, with submission of final grade as outlined below.
3. The course must be completed and the employee must receive a grade of at least:
  - (a) C in an alphabetical system;
  - (b) 70 out of 100 in a numeric system;
  - (c) Pass in pass/fail system.
4. The employee must still be actively employed at the time of completion of the course.
5. Tuition reimbursement shall not exceed the cost of tuition to take the same course or program at a public college or university.
6. The employee shall be reimbursed within a reasonable period of time after completing the approved course with the requisite grade.

7. If an employee voluntarily leaves the Village within two (2) years of the time of reimbursement the employee must pay back the Village for the reimbursement.

Section 14.4. Reimbursement for Expenses. When an employee of the Village is on Village business and shall be required to be outside the Village limits pursuant to said duty for training, pick-up and/or delivery of prisoners, or out-of-state travel on Village business, but excluding travel to court, said employee shall be reimbursed for expenses in the following manner:

(a) If an employee is required to use the employee's personal vehicle, the employee shall be allowed the rate per mile allowed by the Internal Revenue Service at such times;

(b) If an employee is required to utilize overnight lodging, the employee shall be eligible for reimbursement assuming such lodging has been approved by the Village in advance;

(c) The employee will be reimbursed up to the maximum amount per day for meals, as provided in applicable Internal Revenue Service regulations governing same.

An employee may request to be reimbursed on either a per diem basis or an actual expense basis, but only the Police Chief may authorize per diem reimbursement. Whichever reimbursement method is used, it must be used for the entire time period covering the reimbursement (e.g., an employee cannot be reimbursed on a per diem basis for Monday and Wednesday and on an actual expense basis for Tuesday and Thursday).

For per diem reimbursement, the Village adopts the IRS's high/low method. The Village will assume the low amount unless the employee establishes that the high amount is applicable. If the high amount is justified based on location, then that will be paid as the per diem (no receipts required).

The Village will always use the current published IRS per diem and mileage reimbursement amounts, rounding any reimbursement amounts with half-pennies up to the nearest whole penny.

The date of departure and date of arrival will be prorated as a half-day of reimbursement. The employee must justify an amount other than the current low cost amount.

In order for an employee to be eligible for reimbursement for expenses, including meals, mileage and lodging, on an actual expense basis, the employee shall provide the Village with written receipts for meals and lodging and an expense report for the mileage and said employee shall have received previous written approval from the Chief or the Chief's designee for incurring said expenses.

Regardless of the applicable reimbursement method, the reimbursable expenses shall be paid to the employee on the next scheduled warrant list, which is issued on a semi-monthly basis.

Section 14.5. Officer In Charge. When an officer is assigned to be in charge of a watch, said officer shall be paid \$45.00 per eight-hour shift. Affected officers shall receive said compensation on a pro rata basis for all hours so worked.

Section 14.6. Special Details. Employees interested in working special details will be required to have their name placed on any or all of the following three (3) special detail lists:

1. General Special Detail List.
2. Beach Patrol Detail List.

All details will be worked on the officer's scheduled off-duty time. Officers shall be assigned to details using the following priorities:

1. Officers on appropriate lists;
2. Normal duty schedule and availability;
3. To the extent reasonably possible, equitable distribution of details.

The Department reserves the right to assign other officers whose names may not be on the special detail lists to special details in case of unusual circumstances; however, officers will not be obliged to work on their vacation days unless on a voluntary basis. With the permission of their supervisor, officers assigned to a special detail may, unless the order indicates otherwise, secure a substitute from the ranks of the Department to handle the assigned detail. It will remain the responsibility of the officer originally assigned to ensure that the detail is properly fulfilled. Details will be assigned at least seven (7) days in advance, except in the case of an emergency. Details assigned upon short notice (less than seven (7) days) will be on a voluntary basis except in the case of an emergency. Details will be paid at one and one-half (1 ½) times the officer's regular straight-time rate of pay. Details will be billed for a minimum of two (2) hours. In the event that a Village initiated extra duty detail is canceled by the Village and an officer does not receive notice of such cancellation at least two (2) hours prior to the designated start of such extra detail, such officer shall receive two (2) hours compensation at the officer's regular hourly rate of pay. Although the Village does not have control over the cancellation of a third party initiated detail, the Village will make a reasonable effort to notify an officer of such cancellation and will notify the third party that the failure to notify an officer at least two (2) hours prior to the designated start of such extra detail will obligate the third party to compensate the officer for a minimum of two (2) hours at the officer's regular hourly rate of pay.

Section 14.7. Firearms Incentive Pay. In order to be eligible for firearms incentive pay, an employee must be employed during the calendar year, and must participate in and pass the annual qualification test. Eligible employees will be paid a firearms incentive of \$125.00 on or before December 5 of each year. If an eligible officer retires or is separated from employment prior to December 5, the incentive will be paid on the officer's final paycheck.

Section 14.8. Field Training Officer Pay. Effective the first pay period following the execution of this 2015-2018 Agreement, officers who serve in the capacity of a "Field Training Officer" shall receive one (1) hour of pay at their respective straight-time hourly rates of pay for

each eight (8) hour day engaged in the active training of a recruit police officer and one and one-half hours pay at their respective straight-time hourly rates of pay for each twelve (12) hour day engaged in the active training of a recruit officer

Section 14.9. Retirement Bonus. The parties agree that upon retirement, any employee retiring from the Village's Police Department during the term of this Agreement who gives the Village at least forty-five (45) days' written notice in advance of the date of retirement, and who has the minimum number of years of service as set forth below will receive the following retirement bonus:

<u>Years of Service</u>	-	<u>Retirement Bonus</u>
25 years or more	-	1 month's regular salary
20-24 years	-	75% of 1 month's regular salary
15-19 years	-	50% of 1 month's regular salary

After giving 45 days' written notice, the employee has a one-time option to withdraw with no reduction in the retirement bonus unless the employee withdraws the notice of retirement with only fourteen (14) or less days prior to the date of retirement, in which case the bonus will be reduced by 50% of whatever bonus category (above) the employee is eligible to receive.

## **ARTICLE XV**

### **UNIFORMS AND EQUIPMENT**

**Section 15.1. Uniforms and Equipment.** Effective January 1, 2020, the Village agrees to provide each Officer with a uniform allowance each fiscal year (January 1 - December 31) in the amount of \$870.00 if the Officer has been employed for at least one (1) year as of the beginning of the fiscal year. Effective January 1, 2020, the Village agrees to provide each Officer assigned to the position of Investigator with a uniform allowance each fiscal year (January 1 – December 31) in the amount of \$1,050. The applicable uniform allowance shall be included on the second January paycheck received by the officers.

A new Officer hired between January 1st and June 30th shall be eligible for 50% of the uniform allowance as of January 1 of the following fiscal year. A new Officer hired between July 1st and December 31st will not be eligible for a uniform allowance for the following fiscal year.

A list of approved equipment and uniform items shall be posted for the Chapter by the Chief of Police or his designee on an annual basis.

Each officer covered by this Agreement acknowledges receipt of the full and complete initial issue of the required uniform for the Winnetka Police Department. If the Village requires a change in the design, color or substance of the uniform (which change of design, color or substance shall be in the sole discretion of the Village), the Village will provide an initial issue to each officer covered by this Agreement without charge or deduction from the annual uniform allowance. Employees are responsible for cleaning and maintenance of their uniforms, and shall maintain a professional appearance at all times.

**Section 15.2. Equipment Turn In.** Employees must return all uniforms and equipment to the Village upon request and in any event upon termination.

**Section 15.3. Safe Equipment.** It shall be the responsibility of the Village to provide safe equipment for the employees. Any concerns regarding safe equipment brought to the attention of the Chief or the Chief's designee by the Association shall be investigated and if warranted, rectified as considered appropriate by the Village.



**ARTICLE XVI**

**INSURANCE**

**Section 16.1. Coverage.** The Village shall provide medical insurance, life insurance and dental insurance coverage and benefits for employees and their dependents as set forth herein. Notwithstanding the foregoing, the Village retains the right to change insurance carriers, to self-insure or to adopt a Health Maintenance Organization ("HMO") or PPO plan for the provision of life insurance, medical benefits, or dental benefits result in substantially similar coverage and benefits. In addition, the Village retains the right to change provisions in its health and dental insurance program, provided the new coverage and benefits are substantially similar to the coverage and benefits that were in effect on January 1, 2019.

**Section 16.2. Medical Insurance.** The Village shall provide medical insurance coverage for employees commencing the first day of the calendar month following the employee's completion of thirty (30) days of service as a peace officer in rank. The effective dates and the percentage of the premium that employees will pay monthly toward the cost of such insurance shall be as follows:

<b>EFFECTIVE DATE</b>	<b>SINGLE</b>	<b>SINGLE PLUS 1</b>	<b>FAMILY COVERAGE</b>
<b>THROUGH 12/31/2019</b>	<b>11%</b>	<b>11%</b>	<b>12%</b>
<b>1/1/2020</b>	<b>11.5%</b>	<b>11.5%</b>	<b>12%</b>
<b>1/1/2021</b>	<b>12%</b>	<b>12%</b>	<b>12.5%</b>
<b>1/1/2022</b>	<b>12.5%</b>	<b>12.5%</b>	<b>12.5%</b>

The contributions as provided for above shall be made by means of a payroll deduction and the Village will pay the remainder of the cost, provided that a contribution of the same amount or more is mandated for all unrepresented Village employees.

During the term of the Agreement, the Village's PPO plan will be implemented as specified below:

**IN NETWORK**

<b>ITEM</b>	<b>EFFECTIVE THROUGH 12/31/22</b>
Individual Out of Pocket Maximum	\$1,500
Family Out of Pocket Maximum	\$2,000
Individual Deductible	\$400
Family Deductible	\$1,200
Co-Insurance after Deductible	90%

**OUT OF NETWORK**

<b>ITEM</b>	<b>EFFECTIVE THROUGH 12/31/22</b>
Individual Out of Pocket Maximum	\$3,750
Family Out of Pocket Maximum	\$7,500
Individual Deductible	\$950
Family Deductible	\$2,750
Co-Insurance after Deductible	70%

**PRESCRIPTION CO-PAYS—IN PHARMACY PURCHASES**

<b>ITEM</b>	<b>EFFECTIVE THROUGH 12/31/22</b>
Generic	\$12.50
Brand if no generic available	\$25.00
Brand if generic IS available	\$45.00

**PRESCRIPTION CO-PAYS—MAIL ORDER**

<b>ITEM</b>	<b>EFFECTIVE THROUGH 12/31/22</b>
Generic	\$25.00
Brand if no generic available	\$50.00
Brand if generic IS available	\$90.00

There will be no further increases in the deductibles, out-of-pocket maximums and prescription co-pays for the duration of this 2019-2022 Agreement.

The contributions as provided for above shall be made by means of a payroll deduction and the Village will pay the remainder of the cost, provided that a contribution of the same amount or more is mandated for all unrepresented Village employees.

Section 16.3. High Deductible Health Insurance Plan. The Village is offering, on a voluntary basis, the opportunity for Village employees to participate in a higher deductible health insurance plan (PPO2 Plan). In addition, the Village retains the right to introduce on a voluntary basis a high deductible health insurance plan.

Section 16.4. Life Insurance. The Village shall supply employees with term life insurance commencing the first day of the calendar month following the employee's completion of thirty (30) days of service as a peace officer in an amount equivalent to the employee's annual base salary. The Village shall offer each employee covered by this Agreement, upon that employee's retirement, the option of converting his term life insurance policy to a whole life insurance policy, with the employee paying all subsequent premiums for said insurance policy.

Section 16.5. Terms of Insurance Policies to Govern. The extent of coverage under the insurance plan documents referred to in this Agreement shall be governed by the terms and conditions set forth in those policies. Any questions or disputes concerning such insurance documents, or benefits under them, shall be resolved in accordance with the terms and conditions set forth in the policies and shall not be subject to the grievance and arbitration procedures set forth in this Agreement. The failure of any insurance carrier(s) or organization(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation under this Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or organization(s) from any liability it may have to the Village, Village employee or beneficiary of any Village employee.

Section 16.6. Retiree Medical Insurance Benefits. Retired persons will be allowed at their own cost (retiree pays 100%) to continue to participate in the Village's single and dependent coverage group medical plan (regular plan under age 65 and Medicare supplement if age 65 or older) in accordance with the terms of the plan if the retiree had a minimum of twenty (20) years of continuous service with the Village and was eligible to receive or had a vested right to a pension from the Village at the time of termination of employment with the Village. This retiree benefit is not intended to be treated as a vested benefit and is subject to modification or termination upon expiration of the Agreement.

Section 16.7. Flex Plan. The Village will offer employees, under the same terms and conditions that are offered from time to time to other Village employees, the opportunity to participate in the Village Section 125 Flex Plan. The Village will continue to offer this program only so long as the program continues to be authorized by the Internal Revenue Service.

Section 16.8. Establishment of Retirement Health Savings (RHS) Plan. Since MAP has notified the Village in writing that the bargaining unit wants to be covered by a Retirement

Health Savings Plan, the Village will work cooperatively with MAP to establish an RHS with ICMA-RC. The terms of such agreement are to be mutually agreed upon, at no cost to the Village.

## **ARTICLE XVII**

### **OUTSIDE EMPLOYMENT**

Section 17.1. Outside Employment. The Chief of Police may restrict off-duty employment in the best interests of Department operations. Employees may be allowed to engage in off-duty employment up to a maximum of twenty (20) hours per week subject to the prior written approval of the Chief of Police or the Chief's designee, and such requirements as may be set forth by general order or rules and regulations. Prior written approval of the Chief of Police shall not be arbitrarily denied.

## ARTICLE XVIII

### STATUTORY RIGHTS

Section 18.1. Bill of Rights. The Village agrees to abide by the lawful requirements of the “Uniform Police Officer’s Disciplinary Act”, 50 ILCS 725/1-725/7 as amended.

Section 18.2. Personnel Files. The Village agrees to abide by the lawful requirements of the “Personnel Records Review Act”, 820 ILCS 40/1-40/13 as amended.

Section 18.3. Non-Discrimination. The Village and the Chapter agree not to discriminate against any employee covered by this Agreement in a manner which would violate federal or state laws on the basis of race, sex, creed, religion, color, marital status, age, national origin, political affiliation and/or beliefs, mental and/or physical handicap and union activities or non-union activities.

Section 18.4. Access to Grievance Procedure. The parties agree that an alleged violation of any of the above Sections of this Article may not be taken to the arbitration step of the grievance procedure absent the specific written agreement of both the Village and the Association.

## **ARTICLE XIX**

### **DISCIPLINE**

Section 19.1. Just Cause. No employee shall be suspended or discharged except for just cause, with the exception that probationary employees may be suspended or discharged with or without cause.

Section 19.2. Union Representation. When requested by an employee, the employee shall be entitled to the presence of a Union representative at an interview or interrogation (including a “fact-finding” interview) if the employee reasonably believes that such questioning may lead to discipline, provided that such bargaining unit employee is not also subject to the same investigation and/or is a witness to the matter being investigated. For purposes of this Section, “Union representative” means any non-probationary member of the bargaining unit. The presence of a Union representative shall not interfere with the Village’s questioning or with the employee’s obligation to respond to questions relevant to the matter being investigated.

Section 19.3. Grievance Arbitration. Discipline imposed on bargaining unit members in the nature of a written reprimand or less is solely subject to review under the grievance procedure, through Step 3 (to the Chief of Police) and is not arbitrable.

Discharge or suspension involving any time off with loss of pay shall only be for just cause. The Chief of Police shall have the authority to suspend without pay or to terminate any bargaining unit employee without the requirement to have a hearing before the Winnetka Board of Fire and Police Commissioners. Any discharge or suspension of non-probationary bargaining unit employees shall be subject to resolution through the grievance and arbitration procedure set forth in this Agreement. Any affected employee covered by this Agreement, upon being served with written notice of a discharge or suspension, shall have the right to file his or her grievance, pursuant to Section 6.3 of this Agreement in order to appeal such disciplinary action. Such grievance shall be filed at Step 4 of the grievance procedure by serving written notice to the Chief of Police or designee within ten (10) calendar days of the grievant having been served with the written notice of discipline.

The parties shall follow the procedures set forth in Section 3 of Article VI of this Agreement to resolve a grievance regarding discharge or suspension. The parties agree that they will accomplish the selection, appointment and hearing in as expeditious a manner as possible.

The grievance and arbitration procedure in Section 3 of Article VI of this Agreement shall be the sole recourse for appealing discharge and suspension action and shall be in lieu of the provisions of the state statute governing discharge and suspension proceedings before the Winnetka Board of Fire and Police Commissioners.

An arbitrator’s award shall be final and binding, as stated in Section 6.4 of this Agreement, and any request for judicial review shall be exclusively under and in accordance with the Uniform Arbitration Act (710 ILCS 5/1, *et seq.*) and Section 8 of the Illinois Public Labor Relations Act (5 ILCS 315/8).

## **ARTICLE XX**

### **INVESTIGATORS**

Section 20.1. Investigators. The Department reserves the right to select officers to work as investigators in the investigation unit. The Department, in order to encourage fairness in the professional growth of employees, agrees to adopt a personnel policy which shall set forth factors to be considered in selecting employees as investigators. A list of qualified employees shall be compiled by the Department. The following shall be considered in compiling an eligibility list:

1. The officer should have at least five (5) years of patrol experience.
2. The officer should have above average evaluations.
3. The officer should be actively involved in a specialized area (e.g., ET, FTO, etc.).

Investigators should be assigned, subject to Department needs, and continued satisfactory performance, to a term specified by the Chief of Police. Generally, such term shall not exceed five (5) years at a time if other qualified employees are available, except in emergency situations. Investigators shall receive an annual stipend of \$800 per fiscal year (pro rata if assigned for less than a fiscal year).



## ARTICLE XXI

### **FIRE AND POLICE COMMISSION**

Section 21.1. Fire and Police Commission. The parties recognize that the Village of Winnetka Fire and Police Commission 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. Except as otherwise specifically provided herein, nothing in this Agreement is intended in any way to replace or diminish any such authority.

## **ARTICLE XXII**

### **MISCELLANEOUS PROVISIONS**

Section 22.1. Ratification and Amendment. This Agreement shall become effective when ratified by the Village Board and the Association Chapter and signed by authorized representatives thereof, and may be amended or modified during its term only with the mutual written consent of both parties.

Section 22.2. Gender. Wherever the male gender or female gender is used in this Agreement, it shall be considered to include both males and females equally.

Section 22.3. Light Duty. An employee who has been on an authorized medical leave due to an injury or illness may upon a light duty release from the employee's physician, and upon presentation of said release to the Chief, return to a light duty assignment within the Police Department if such light duty assignment exists. Said assignment shall be as directed by the Chief and may result in reassignment of other bargaining unit employees. The parties understand that light duty refers to a temporary assignment anticipated to be six (6) months or less and that it is not the intent that said light duty is to be of a permanent or "make work" nature. If more than one (1) officer seeks a light duty assignment at the same time, the officer who is first able to return to work on light duty will be given priority. There shall be no pyramiding of benefits of light duty assignments with workers' compensation or other disability benefits.

Section 22.4. No Solicitation. While the Village acknowledges that the Chapter may be conducting solicitation of Winnetka merchants, residents or citizens, the Chapter agrees that none of its officers, agents or members will solicit any person or entity for contributions on behalf of the Winnetka Police Department or the Village.

The Chapter agrees that the Village name, shield or insignia, communications systems, supplies and materials will not be used for solicitation purposes. Solicitation by bargaining unit employees may not be done on work time. Neither the Chapter nor the Metropolitan Alliance of Police may use the words "Winnetka Police" in its name or describe itself as "Winnetka Police Chapter 54."

The foregoing shall not be construed as a prohibition of lawful solicitation efforts by the Chapter or the Metropolitan Alliance of Police directed to the general public, nor shall it limit the Village's right to make public comments concerning solicitation.

Section 22.5. Americans with Disabilities Act. Notwithstanding any other provisions of this Agreement, it is agreed that the Village has the right to take any actions needed to be in compliance with the requirements of the Americans with Disabilities Act.

Section 22.6. Drug and Alcohol Testing. The Village may require an employee to submit to urine and/or blood tests if the Village determines there is reasonable suspicion for such testing, and provides the employee with the basis for such suspicion in writing within 48 hours of when the test is administered. If the written basis is not provided prior to the actual test, a verbal statement of the basis will be provided prior to administering the test. In addition, effective January 1, 2004, the Village may conduct random drug and alcohol testing up to two times per

calendar year. The total number of random tests each time shall not exceed 25% of the total number of sworn employees in the Winnetka Police Department. If the Village exercises its right to conduct such random tests, the group from which employees will be selected randomly will include all sworn employees in the rank of police officer and above. The selection of employees to be randomly tested shall be provided by the outside contractor that the Village uses to randomly select the employees who are to be tested.

Unless specifically provided otherwise in this Section 22.6, the testing procedure shall be in accordance with Section 5 of the Village of Winnetka Employment and Safety Policy and Regulations for Employees Holding Commercial Drivers' Licenses.

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

The illegal use, sale or possession of proscribed drugs at any time while employed by the Village, abuse of prescribed drugs, as well as being under the influence of alcohol or the consumption of alcohol while on duty, may be the cause for discipline, up to and including termination, subject to the affected officer's rights before the Board of Fire and Police Commissioners, pursuant to State Law. While such disciplinary issues shall be subject to the exclusive jurisdiction of the Board of Fire and Police Commissioners, all other issues relating to the testing process (e.g., whether there is reasonable suspicion for ordering an employee to submit to a test, whether a proper chain of custody has been maintained, etc.), may be grieved in accordance with the grievance and arbitration procedure set forth in this Agreement.

Section 22.7. Voluntary Request for Assistance. Employees with a drug and/or alcohol related problem are encouraged to seek assistance for their problem through the Village's Employee Assistance Program. The Village shall take no adverse employment or disciplinary action against any employee because the employee seeks treatment, counseling, or other help for a drug and/or alcohol related problem or because of information disclosed by the employee concerning drug or alcohol use during such treatment or counseling. The preceding sentence applies only where the request by the employee for treatment, counseling, or other help is made by the employee before being required to submit to drug or alcohol testing unless the results of such test are negative.

Any employee who tests positive for an illegal drug or for alcohol pursuant to reasonable suspicion or random testing while enrolled in the Employee Assistance Program shall nevertheless be subject to discipline the same as any other employee who tests positive for an illegal drug or for alcohol pursuant to reasonable suspicion or random testing. The costs of any

treatment or counseling under the Employee Assistance Program shall be covered by the Village insurance plan to the extent permitted under the terms of the plan. Information regarding employees' requests for assistance or regarding their participation in the Employee Assistance Program shall be held confidential in accordance with the confidentiality requirements of the Program. Enrollment in the Employee Assistance Program will not protect an employee from discipline if, prior to applying for the Program, the employee is under investigation for illegal drug use or for abuse of alcohol or is aware that such an investigation is imminent.

Section 22.8. Vehicle Locator Equipment. The Village agrees that for the term of the parties' 2019-2022 collective bargaining agreement, information and/or data obtained from the automatic vehicle locator equipment (i.e., GPS equipment) will not be the sole basis for taking any disciplinary action against an employee

Section 22.9. Mutual Aid Rest Period. An officer covered by this Agreement who is called out for a period of at least eight (8) hours or more to assist with mutual aid commitments such as NIPAS NORTAF, and MCAT shall be allowed, if the officer so requests, a minimum unpaid mandatory rest period of at least twelve (12) hours before returning to the officer's regularly scheduled shift assignment.

## ARTICLE XXIII

### LABOR-MANAGEMENT COMMITTEE

Section 23.1. Labor Management Committee. At the request of either party, the designated Chapter representatives and the Police Chief or their designees shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations. The designated Chapter Representative may invite other bargaining unit members (not to exceed two) to attend such meetings. The Police Chief may invite other Village representatives (not to exceed two) to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least seven (7) days prior to the date of the meeting. Employees scheduled to work will notify the Police Chief prior to their attendance at a meeting and if such attendance is approved, the employee will be permitted to attend the meeting during his regular hours of work with no loss of pay.

A Labor-Management Committee shall not be used for the purpose of discussing any matter that is being processed pursuant to the grievance procedure set forth in this Agreement or for the purpose of seeking to negotiate changes or additions to this Agreement.

## **ARTICLE XXIV**

### **SAVINGS CLAUSE**

Section 24.1. Savings Clause. In the event any Article, Section or portion of this Agreement shall 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 Association Chapter agree to notify one another and to begin immediately negotiations on a substitute for the invalidated Article, Section or portion thereof.

## **ARTICLE XXV**

### **ENTIRE AGREEMENT**

Section 25.1. Entire Agreement. This Agreement constitutes the complete and entire Agreement between the parties and concludes the 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. 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 Association Chapter specifically waives any right it may have to impact or effects bargaining for the life of this Agreement.

**ARTICLE XXVI**

**TERMINATION**

Section 26.1. Termination in 2022. This Agreement shall be effective as of January 1, 2019 and shall remain in full force and effect until midnight December 31, 2022. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least seventy (70) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiation shall begin no later than sixty (60) days prior to the anniversary date. Notwithstanding any provision in this Article or Agreement to the contrary, this Agreement shall remain in full effect after expiration date and until a new agreement.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

METROPOLITAN ALLIANCE OF POLICE  
WINNETKA POLICE CHAPTER #54

THE VILLAGE OF WINNETKA  
ILLINOIS

\_\_\_\_\_  
Keith George  
President, M.A.P.

\_\_\_\_\_  
Village President

\_\_\_\_\_  
President, M.A.P. Police  
Chapter #54

\_\_\_\_\_  
Village Clerk



## ATTACHMENT A

Employees employed by the Village of Winnetka shall be compensated at a minimum in accordance with the following step schedule if they have been employed by the Village as a police officer in rank for the minimum number of years set forth in such schedule.

Percentage Change			2.25%	2.50%	2.50%	2.50%
			1/1/2019	1/1/2020	1/1/2021	1/1/2022
		Current	To	To	To	To
Steps			12/31/2019	12/31/2020	12/31/2021	12/31/2022
A	Start	\$69,950	\$71,524	\$73,312	\$75,145	\$77,023
B	1 Year	\$74,032	\$75,698	\$77,590	\$79,530	\$81,518
C	2 Years	\$76,193	\$77,907	\$79,855	\$81,851	\$83,898
D	3 Years	\$82,191	\$84,040	\$86,141	\$88,295	\$90,502
E	4 Years	\$86,270	\$88,211	\$90,416	\$92,677	\$94,994
F	6 Years	\$90,352	\$92,385	\$94,695	\$97,062	\$99,488
G	8 Years	\$94,431	\$96,556	\$98,970	\$101,444	\$103,980
H	10 Years	\$98,515	\$100,732	\$103,250	\$105,831	\$108,477

