



# VILLAGE OF WINFIELD

Incorporated 1921

## **Collective Bargaining Agreement**

**Between**

**Village of Winfield**

**and the**

**Metropolitan Alliance of Police, Chapter 594,  
representing Winfield Police Sergeants**



May 1, 2014 – April 30, 2017



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COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF  
WINFIELD AND THE METROPOLITAN ALLIANCE OF POLICE, CHAPTER 594,  
REPRESENTING THE WINFIELD POLICE SERGEANTS

PREAMBLE

THIS AGREEMENT is entered into by and between the Village of Winfield, hereinafter called the "Village" or "Employer" and the Metropolitan Alliance of Police, Chapter 594, hereinafter called "Union". The Village recognizes Metropolitan Alliance of Police 594 as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and terms and conditions of employment.

ARTICLE 1 - RECOGNITION

Section 1.1. Unit Description.

The Employer hereby recognizes Metropolitan Alliance of Police 594 as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on all matters relating to wages, hours and all other terms and conditions of employment for all Employees in the bargaining unit as follows:

All full-time, sworn police officers in the rank of Sergeant, in accordance with the Illinois State Labor Relations Board Case number 10-079. (Hereinafter sometimes referred to as the "Employee(s)" or "Bargaining Unit Members").

Section 1.2. Probationary Period.

The probationary period for all members of this bargaining group shall be six (6) months from date of promotion. During the probationary period, Employees shall be entitled to all benefits provided for in this Agreement except that any discipline and termination shall not be subject to the grievance procedure set forth in this Agreement.

Section 1.3. Erosion of the Bargaining Unit.

The Village agrees to increase the number of full-time sergeants when a reasonable need exists to do so in the opinion of the Village. When any regular full-time sworn officer is on lay-off status, no part-time / reserve / auxiliary police officers or any other Village Employee, whether paid or volunteer, will perform any duties of full-time police personnel.

ARTICLE 2- DUES DEDUCTION

Section 2.1. Dues Deduction.

During the term of this Agreement, the Employer will deduct from each Employee's paycheck, the appropriate Metropolitan Alliance of Police 594 dues for each Employee who has filed with the Employer a written authorization form. The Employer shall remit such deductions monthly to Metropolitan Alliance of Police 594 at the address designated by Metropolitan Alliance of Police 594.

The Employer agrees that during the term of this Agreement to provide newly promoted sergeants with a dues deduction form within 10 days of their promotion date and further agrees to notify the Union of any change in Employee status including but not limited to new promotions, resignations, etc. within 30 days of the effective date.

During the term of this Agreement, the Union may change the fixed, uniform dollar amount by providing the Employer 30 days notice of any such change.

If an Employee has no earnings or insufficient earnings to cover the amount of dues deduction, the Union shall be responsible for the collection of that Employee's dues. The Union agrees to refund to the Employees, any amounts paid to the Union in error on account of this dues deduction provision. An Employee may revoke their voluntary dues deduction by notifying the Union and the Employer by certified mail return receipt requested and providing 30 days advance notice.

#### Section 2.2. Fair Share Deduction.

During the term of this Agreement, Employees covered by the terms of this Agreement, who are not members of the Union shall, commencing thirty (30) days after their employment or thirty (30) days after the effective date of this Agreement, whichever is later, pay a fair share fee to the Union for collective bargaining and labor agreement administration services rendered by the Union. Such fair share fees shall be deducted by the Employer from the earnings of non-members and remitted to the Metropolitan Alliance of Police 594. The Union shall submit to the Employer a list of members covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee. The fair share fee shall not include contributions related to the election or support of any candidate for political office or for any member only benefit.

The Union agrees to assume complete responsibility for ensuring full compliance with respect to the constitutional rights of fair share fee payers as described within the Illinois Labor Relations Act and applicable to case law.

#### Section 2.3. Indemnification.

The Union agrees to indemnify and hold harmless the Employer, its elected representatives, officers, administrators, agents and Employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article, or in reliance on any written deduction authorization furnished under this Article, including Employers reasonable and necessary attorney's fees incurred in defending any of said claims, actions, complaints, suits or other forms of liability, and in enforcing the terms of this Article, provided such action is not initiated or prosecuted by the employer.

### ARTICLE 3- UNION RIGHTS

#### Section 3.1. Activity During Working Hours.

Employees shall, after giving appropriate notice to the Employer, be allowed reasonable time off, with pay, if working to attend grievance hearings or labor management meetings with the Employer, if by virtue of their position with the Union, their attendance is necessary. Attendance shall be subject to reasonable prior notice and the approval of the Chief of Police, which approval shall not be unreasonably denied or withheld.

#### Section 3.2. Access to Worksites by Metropolitan Alliance of Police 594 Representatives.

Upon proper notice and prior approval by the Chief of Police or his designee, representative from MAP 594 shall have access to a room in the Police Department and/or Village Hall, as determined by the Chief or his designee, to meet with members of Metropolitan Alliance of Police 594.

### Section 3.3. Attendance at Metropolitan Alliance of Police 594 Meetings.

The Employer agrees that authorized local stewards of Metropolitan Alliance of Police 594 shall be permitted reasonable time off with pay to attend general, executive and special meetings of Metropolitan Alliance of Police 594, provided:

- a) Not more than one (1) representative shall be permitted time off without pay at one time: and
- b) No more than four (4) meetings per year shall qualify for this provision: and
- c) No meetings shall exceed more than two (2) hours in duration, except by mutual agreement: and
- d) At least forty eight (48) hours advance notice of such meetings shall be given by the Employee to the Chief of Police; and
- e) All such meetings shall be subject to emergency interruption if deemed necessary by the Employer: and
- f) Meetings shall be conducted within the corporate limits of the Village.
- g) The meeting cannot create an overtime situation or put the shift under minimum manpower. Minimum manpower is at least one (1) Sergeant. The meeting shall not include the on duty sergeant so as to not put the shift under minimum manpower. Minimum manpower is at least one sergeant.

### Section 3.4. Union Activity.

Upon giving notice to and receiving permission from his supervisor, which permission shall not unreasonably be withheld, a Union representative shall be excused from his regular duties for a reasonable period of time, without loss of pay, for the purpose of representing Sergeants in the handling and processing of grievances or as otherwise provided by the Uniform Peace Officers' Disciplinary Act and/or the Illinois Public Labor Relations Act. It is understood by the parties that such activities are subordinate to the staffing needs of the Department and the requirements of police service to the citizens of Winfield.

### Section 3.5. Labor/Management Meetings.

The Metropolitan Alliance of Police 594 and the Employer mutually agree that in the interest of efficient management and harmonious Employee relations, it is desirable that meetings be held between local union stewards (Metropolitan Alliance of Police 594 representatives as may be required) and responsible representatives of the Employer. Such meetings may be requested at least seven (7) days in advance, or less if necessary, by either party by placing in writing a request to the other a "labor-management conference" and expressly providing the agenda for such meeting. Such meetings which shall not exceed four (4) annually unless mutually agreed to by the parties shall be limited to:

- a) Discussion on the implementation and general administration of this Agreement.
- b) A sharing of general information of interest to the parties.
- c) Notifying the Metropolitan Alliance of Police 594 of changes in non-bargaining conditions of employment contemplated by the Employer which may affect Employees.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "labor-management conferences," nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

### Section 3.6. Attendance.

Attendance at labor-management meetings shall be voluntary on the part of Employee-members. Attendance during such meetings shall not be considered time worked for compensation purposes, unless a meeting is scheduled at the request or consent of the Village during the regularly scheduled duty hours of a Sergeant, and provided that no overtime liability shall be incurred as a result of such attendance. Sergeants attending during their regularly scheduled duty hours shall remain available for emergency response if required. Normally, no more than three (3) persons each from the Village and Metropolitan Alliance of Police 594 shall attend these meetings, schedules permitting.

## ARTICLE 4-. NO STRIKE

### Section 4.1. Impasse Resolution.

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as may be amended from time to time (5ILCS 315/14), or as may otherwise be mutually agreed.

### Section 4.2. No Strike Commitment.

Neither Metropolitan Alliance of Police 594, nor any Employee will call, initiate, authorize, participate in, sanction, encourage or ratify any work stoppage, slowdown or withholding of services or any other job action related to a labor dispute.

### Section 4.3. No Lockout.

During the term of this Agreement, the Employer shall not instigate a lockout over a dispute with Metropolitan Alliance of Police 594.

### Section 4.4. Resumption of Operations.

In the event of action prohibited by Section 4.2 above, the Metropolitan Alliance of Police 594 shall immediately disavow such action and request the Employees to return to work, and shall use its best efforts to achieve a prompt resolution of normal operations. Metropolitan Alliance of Police 594, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the terms of this Section. All Sergeants who hold a position of authority in Metropolitan Alliance of Police 594 hold a position of special trust and have responsibility to stay at work and use their best efforts to encourage other Employees to return to work.

### Section 4.5. Metropolitan Alliance of Police 594 Liability.

Upon the failure of Metropolitan Alliance of Police 594 to comply with the provisions of Section 4.2 above, any agent or official of Metropolitan Alliance of Police 594 who is an Employee covered by this Agreement may be subject to the provisions of Section 4.7 below.

### Section 4.6. Judicial Restraint.

Nothing contained herein shall preclude either party from obtaining judicial restraint and damages in the event that either party violates this Article.

### Section 4.7. Discipline of Strikers.

Any Employee who violates the provisions of Section 4.2 of this Article shall be subject to

discipline up to and including discharge. Any action taken against an Employee who participates in action prohibited by Section 4.2 of this Article shall not be subject to the grievance procedure except that the issue of whether an Employee in fact participated in an action prohibited by Section 4.2 shall be subject to the grievance and arbitration procedure.

## ARTICLE 5- DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

### Section 5.1. Definition of a Grievance.

A grievance is defined as a meritorious dispute between the Employer and the Employee or the Union regarding an alleged violation or misapplication of an express provision of this Agreement or discipline up to and including a five (5) days suspension. Discipline matters of a suspension in excess of five days shall be in alignment with Article 6 of this agreement. No Employee covered by the terms of this Agreement shall be suspended, relieved from duty, disciplined in any manner, or separated from employment without just cause.

### Section 5.2. Representation.

Grievances may be processed by the Employee or Metropolitan alliance of Police 594 on behalf of an Employee or group of Employees. The Metropolitan alliance of Police 594 may have the grievant or grievant(s) present at any step of the grievance procedure, and the grievant is entitled to Metropolitan Alliance of Police 594 representation at any step of the grievance procedure.

### Section 5.3. Procedure.

#### STEP 1

Any Employee or Metropolitan Alliance of Police 594 representative, who has a grievance, shall submit the grievance in writing (on the approved form attached hereto as appendix B) to the Chief of Police. The grievance shall contain a statement of facts and circumstances, the provisions(s) of the Agreement alleged to have been violated, and the relief sought. All grievances shall be filed within ten (10) business days from the date of occurrence or ten (10) business days from the date which the grievant could reasonably have learned of the circumstances which give rise to the grievance. The Chief or his designee shall investigate the grievance and shall offer to discuss the grievance with the grievant and/or a Metropolitan Alliance of Police 594 representative at a mutually agreed upon date and time. Thereafter, the Chief shall render a written response to the grievant within ten (10) business days after receipt of the grievance. Grievances not timely filed shall be deemed waived without precedence.

#### STEP 2

If no response is received or the grievance is not settled at step #1, and the grievant wishes to appeal the decision at step #2 the grievance shall be submitted in writing to the Village Manager (or his designee) within five (5) business days after receipt of the response at step #1 or when a response should have been received at step #1. The grievance shall set forth the facts and circumstances and shall state the reason for believing that the grievance was improperly denied at step #1. The Village Manager (or his designee) shall then investigate the grievance, and will hold a meeting with the parties involved in the grievance at a reasonably convenient time, within ten (10) business days after receiving the grievance. The Village Manager (or his designee) shall then respond to the grievance, in writing, within ten (10) business days after conducting such meeting.

#### STEP 3

If the grievance is not settled at step #2 and Metropolitan Alliance of Police 594 wishes to appeal the grievance it may refer the matter to arbitration within ten (10) business days of receipt of the Village Manager's response at step #2 or when a response should have been

received at step #2. The arbitration shall proceed in the following manner:

- A. Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator. The Employer and Metropolitan Alliance of Police 594 shall have the right to request the arbitrator to require the presence of witnesses and documents with each party bearing their own expense. The expenses and fees of arbitration and the cost of the hearing room shall be shared equally between the Employer and the Union. Cost of arbitration shall include the arbitrator's fees, room cost and transcription costs for the arbitrator's transcript if so requested by the arbitrator. Each party shall bear the cost of its own transcript if they require one.
- B. A representative of the Employer and the Metropolitan Alliance of Police 594 shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. Each party shall have the right to reject one list in its entirety. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the Employer and the Metropolitan Alliance of Police 594. The winner of a "coin toss" shall determine the first to strike. The person whose name remains on the list shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Metropolitan Alliance of Police 594. Hearings shall be conducted in the Village of Winfield, unless otherwise mutually agreed.
- C. The decision and award of the arbitrator shall be made within thirty (30) days following the end of hearings or the submission of brief, whichever is later and shall be final and binding on the parties involved. The arbitrator shall have the right to hear more than one (1) grievance.

#### Section 5.4. Time Limits.

Grievances shall be raised and settlements attempted promptly. Accordingly, in order to be considered, a grievance must be filed in writing not later than ten (10), working days after the occurrence of the event giving rise to the grievance, if not filed within the applicable time limit the grievance shall be deemed to have been waived and shall not be processed further. Similarly, if a grievance is not appealed to any step of the grievance procedure or to arbitration within the time limits set forth herein, it shall be considered to have been settled on the basis of the Village's last answer. If the Village does not answer a grievance at any step of the grievance procedure within the time limits specified, the Sergeant and Metropolitan Alliance of Police 594 may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step of the grievance procedure. Any of the time limits referred to in this section may be extended by mutual agreement in writing.

#### Section 5.5. Hearing-Procedure

At the arbitration hearing, each side shall be afforded the opportunity to be represented by representatives of its own choosing, to state a position and to present witnesses on its behalf. Joint expenses of arbitration, which shall include the fees and expenses of the arbitrator, the arbitrator's transcript if requested and the cost, if any, of the hearing room, shall be divided equally between the Village and Metropolitan Alliance of Police 594. Each party, however, shall be responsible for compensation of its own representatives and witnesses, including, in the case of the Metropolitan Alliance of Police 594 Employee witnesses and/or non-witnesses subpoenaed or requested to be at the hearing by the Metropolitan Alliance of Police 594 who are excused from work by the Village to attend the hearing.

#### Section 5.6. Authority of the Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him by the parties at the hearing and shall have no authority to make a decision on any issue not so submitted to him. The arbitrator shall be without power to make decisions on grievances over Management Rights reflected in Article 8 or a decision contrary to or

inconsistent with applicable federal or state law, or applicable rules and regulations of government agencies having the force and effect of law. Improperly filed grievances and matters which do not meet the definition of a grievance are not subject to arbitration. The decision shall be based solely on his interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented, consistent with applicable law. Any arbitration decision shall be issued within thirty (30) calendar days of the hearing or filing of the briefs.

## ARTICLE 6- DISCIPLINE

### Section 6.1. Progressive Discipline.

The Village agrees with the general tenets of progressive and corrective discipline where minor offenses are involved and will endeavor to utilize progressive discipline measures. Discipline shall be for just cause. Disciplinary action for minor offenses under this Agreement may include, among other actions, the following:

- (a) Verbal reprimand, with notice to be shared with the employee.
- (b) Written reprimand, with notice to be given to the employee in writing.
- (c) Both parties of this agreement consent that a continuation or repetition of minor infractions may result in greater discipline.

### Section 6.2. Disciplinary Procedure.

It is the policy of the Village Police Department to provide employees covered by this Agreement with the appropriate protections of law concerning internal investigations involving allegations of employee misconduct which may affect an employee's employment. In this regard, to the extent required by law (in such cases as Weingarten/Morgan), an employee shall be entitled to the presence of a union officer, steward or other representative at an investigatory interview when the employee being interviewed reasonably fears that the interview may lead to discipline and makes a request for a union representative to be present. Furthermore, the Village agrees to abide by the requirements of the Peace Officer's Disciplinary Act (50 ILCS 725 *et seq.*) to the extent such requirements may lawfully apply to the Village.

The parties agree that any violation of the Section 6.2 may only be grieved through the step prior to arbitration under the grievance procedure contained in this Agreement. By agreeing to such limitation, the Union or Officer does not waive any statutory rights to file a cause of action against the Village, its officers or agents, in a court of law alleging a violation of federal or state law. Further, by agreeing to this Section 6.2, neither the union nor employees covered by this Agreement are intending to waive any defenses to discipline they may possess under the Peace Officer's Disciplinary Act.

### Section 6.3. Written Reprimand.

Any time a police officer is given a written reprimand, that police officer shall receive a copy of such reprimand with a copy of the reprimand also being placed in the officer's personnel file within seven (7) days of the officer's receipt of the reprimand.

Section 6.4. Board of Fire and Police Commissioners.

If the grievance concerns discipline in excess of a five (5) day suspension or discharge for just cause, the employee must elect within ten (10) days whether to proceed before the Board of Fire and Police Commissioners or to proceed through the grievance procedure. See Appendix C.

The Village and employee agree that during the ten day period, the employee may be placed on an unpaid leave status if the Village intends to seek discharge of the employee. Once the employee submits in writing their procedure choice the Village will take appropriate action consistent with that choice and the disciplinary action sought. If the matter concerns a termination and the employee has requested a grievance, the Village may terminate the employee unilaterally, subject to review within the grievance procedure.

In the event the employee elects to proceed under the grievance procedure, he shall indicate in writing his choice and specifically waive any right he might otherwise have to proceed before the Board of Fire and Police Commissioners or to proceed to court to review a decision of the Board of Fire and Police Commissioners. In the event the employee elects to proceed before the Board of Fire and Police Commissioners, he shall indicate in writing his choice and specifically waive any right he might otherwise have to proceed under the grievance procedure.

Other matters subject to the jurisdiction of the Board of Fire and Police Commissioners are not subject to this grievance procedure. It is further understood that nothing in this Agreement shall limit the right of the Chief to suspend an employee for up to five (5) days, nor shall this Agreement limit the right of such employee so suspended to appeal to the Board of Fire and Police Commissioners within twenty-four (24) hours after such suspension for a review thereof.

ARTICLE 7 SENIORITY

Section 7.1. Seniority Defined.

Seniority is defined as an Employee's continuous length of full time service as a police officer with the Employer for purposes of accrual of benefit time. Bargaining unit seniority shall refer to time spent in the rank as a Sergeant in the bargaining unit and shall be used to determine vacation preferences, shift bidding and overtime assignments in accordance with this Agreement, and all other past practices in which seniority is a factor. Leaves exceeding ninety (90) days shall be deducted from the total accumulated days of full time service in determining seniority except military leaves or leaves resulting from duty related injuries. If hired on the same date, ranking on the promotional list shall establish seniority, with the Employee higher ranking being the most senior.

ARTICLE 8- EMPLOYEE RIGHTS

Section 8.1. Personal Assets.

No Employee shall be required or requested to disclose to the Employer any item of his property, income, assets, source of income or assets, debts or personal or domestic expenditures (including those of any member of his family or household) unless such information is necessary in an internal investigation with regards to the Employee's assets.

### Section 8.2. Release of Information.

No photograph or personal information about an Employee will be disclosed by the Employer to the media or general public at any time during the term of this Agreement, unless the Employee approves of such disclosure in advance of its release. Personal information shall be defined as an Employee's home address, home telephone number, social security number and date of birth.

### Section 8.3. Testimony.

The Employer shall not compel an Employee under investigation to speak to, testify before, or be questioned by any civilian review board, (with the exception of the Winfield Police and Fire Commission) except as otherwise provided for in the grievance procedure set forth in this agreement.

### Section 8.4. Investigation of Employee.

In any meeting called by command or supervisory personnel, in which an Employee reasonably believes that discipline will result from the meeting, the Employee may request that a Metropolitan Alliance of Police 594 representative be present. The Law Enforcement Officers Bill of Rights Act shall apply to any inquiry which may lead to disciplinary action, and shall be incorporated herein by reference.

### Section 8.5. Replacement of Personal Property.

The Employer agrees to repair or replace corrective lenses, prescription sun glasses or wrist watch when same is damaged or destroyed as the result of the Employee's performance of duty which required the use or exertion of physical force. Such claims shall be documented by the Employee to the reasonable satisfaction of the Employee's supervisor and shall be limited to \$400.00 per occurrence and maximum of \$900.00 per 12 month period beginning on the date of first reported occurrence.

### Section 8.6. Examination of Records.

Metropolitan alliance of Police 594 or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of the Employee whose pay is in dispute or any other records of the Employee pertaining to a specific grievance arising after the effective date of this Agreement, at reasonable times with the Employee's written consent.

## ARTICLE 9 - MANAGEMENT RIGHTS

### Section 9.1. Management Rights.

The Village shall retain the sole right and authority to operate and direct the affairs of the Village, including the Police Department, in all its various aspects, except as modified in this Agreement. Among the rights retained by the Village's right to determine its mission and set standards of service offered to the public; to direct or reassign the working force or any individual therein; to plan, direct, control, and determine the operations or services to be conducted in or at the Police Department or by Employees of the Village; to meet and confer or with Employees directly, either individually or collectively; to schedule, assign and transfer Employees; to decide what work or services shall be performed by Employees; to establish the number and classifications of positions; to hire, promote, demote, suspend, and discipline or discharge for just cause; or relieve Employees due to lack of work, shortage of budgeted funds, or for other legitimate reasons; to introduce new and improved methods, materials, equipment or facilities and to change or eliminate existing methods, materials,

equipment or facilities; to make and enforce reasonable rules and regulations, provided any of the above right shall not conflict with any of the provisions of this Agreement.

#### Section 9.2. Retained Rights.

The Village retains its right to take any action mandated by state law, and nothing in this agreement shall prohibit such action. The Village further retains its right to perform the management responsibilities and to take any action necessary to carry out those responsibilities except where prohibited in this Agreement. The Village shall not pass any ordinance which abridges the rights set forth in this Agreement.

### ARTICLE 10- NON DISCRIMINATION

#### Section 10.1. Equal Employment Opportunity.

The Employer will continue to provide equal employment opportunity for all Employees covered by the terms of this Agreement, and shall develop or maintain and apply equal employment practices.

#### Section 10.2. Non-Discrimination.

The provisions of this Agreement and Departmental rules shall be applied equally to all Sergeants in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, or Metropolitan Alliance of Police 594 membership. Metropolitan alliance of Police 594 shall share equally with the Village the responsibility for applying this provision of the Agreement. In the event that an employee or the Union believes that the Village has violated this Section of the Agreement, they shall seek relief through either the Grievance Procedure or with State or Federal agencies or courts. The Parties agree that employees and the Union will not pursue an action related to this Section through arbitration. It shall not be a prerequisite to exhaust the grievance procedure for an employee to pursue an action with State or Federal agencies or court.

#### Section 10.3. Use of Masculine Pronoun.

All references to Sergeants in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female Sergeants.

### ARTICLE 11- DRUG AND ALCOHOL TESTING

#### Section 11.1. General Policy Regarding Drugs and Alcohol.

The use of illegal drugs and the abuse of alcohol by members of the Police Department present unacceptable risks to the safety and well-being of other Employees and the public, invite accidents and injuries, and reduce productivity.

#### Section 11.2. Definitions

- A. "Drugs" shall mean any controlled substance listed in 720 ILCS 570/100, et seq., known as the Controlled Substances Act, for which the person tested does not submit a valid pre-dated prescription. In addition, it includes "designer drugs" which may not be listed in the Controlled Substances Act but which have adverse effects on perception, judgment, memory or coordination. Among the drugs covered by this policy are the following:

Opium

Methanualone

Psilocybin-psilocin

Morphine	Tranquilizers	MDA
Codeine	Cocaine	PCP
Heroin	Amphetamines	Chloral Hydrate
Meperidine	Phenmetrazine	Methylphenidate
Marijuana	LSD	Hash
Barbiturates	Mescaline	Hash Oil
Glutethimide	Steroids	

- B. The term "drug abuse" includes the use of any controlled substance which has not been legally prescribed and/or dispensed.

Section 11.3. Drug and Alcohol Testing Permitted.

Where the Village has reasonable suspicion to believe that (a) an officer is being affected by the use of alcohol; or (b) has abused prescribed drugs; or (c) has used illegal drugs, the Village shall have the right to require the officer to submit to alcohol or drug testing as set forth in this Agreement.

Section 11.4. Order to Submit to Testing.

At the time the officer is ordered to testing authorized by this Agreement, the Village shall provide the officer with a written notice setting forth the facts and inference which form the basis of the order to test. Refusal to submit to such test may subject the Employee to discipline, but the officer's taking of the test shall not be constructed as a waiver of any objection or rights that he or she may possess.

Section 11.5. Test to be Conducted.

In conducting the testing authorized by this Agreement, the Village shall:

- (a) Use only a clinical laboratory or hospital facility which is certified by the State of Illinois to perform drug and/or alcohol testing, or use a licensed breathalyzer operator who is not a member of the bargaining unit.
- (b) Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result.
- (c) If a blood, urine, or hair test is collected from an officer to allow for initial screening or confirmatory test, then a sufficient amount of a second sample of the same bodily fluid or material shall be collected to be set aside and reserved for later testing if requested by the officer.
- (d) Collect samples in such a manner as to preserve the individual officer's right to privacy while insuring a high degree of security for the samples and its freedom from adulteration. Officers shall not be witnessed by anyone while submitting samples except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable suspicion that the officer may attempt to compromise the accuracy of the testing procedure.
- (e) Confirm any blood, urine, or other sample that test positive in initial screening for drugs by testing the second portion of the same sample by gas Chromatography/mass spectrometry (GC/NIS) or an equivalent or better scientifically accurate and accepted, method that provided quantitative data

about the detected drug or drug metabolites.

- (f) Provide the officer tested with an opportunity to have the additional blood, urine, or other samples tested by a clinical laboratory or hospital facility of the officer's choosing, at the officer's own expenses; provided the officer notifies the Village within seventy-two (72) hours of receiving the results of the test.
- (g) Require that the laboratory or hospital facility report to the Village that a blood, urine, or other sample is positive only if both the initial screening and confirmation test are positive. The parties agree that should any information concerning such testing or the results thereof be obtained by the Village inconsistent with the understandings expressed herein (e.g., billings for testing that reveal the nature or number of tests administered), the Village will not use such information in any manner or form adverse to the officer's interests.
- (h) Require that with regard to alcohol testing, for the purpose of determining whether the officer is under the influence of alcohol, test results showing an alcohol concentration of 0.02 or more based upon the grams of alcohol per 100 millimeters of blood be considered positive (NOTE: The foregoing standard shall not preclude the Village from attempting to show that test results between .000 and .019 demonstrate that the officer was under the influence, but the Village shall bear the burden of proof in such cases).
- (i) Provide each officer tested with a copy of all information and reports received by the Village in connection with the testing and the results.
- (i) Insure that no officer is the subject of any adverse employment action except emergency temporary reassignment or relief of duty during the pendency of any testing procedure.

#### Section 11.6. Expungement.

If an Employee is ordered to take a drug or alcohol test pursuant to this Policy, and the findings on either the initial or confirmatory test are negative, the test results as well as all records of and references to the test and/or the order to take the test shall be expunged from the Employees' personnel records no later than two years after the date of the test, unless the Employee has tested positive on another occasion within the two-year period.

#### Section 11.7. Voluntary Request for Assistance.

The Village shall take no adverse employment action against any officer who voluntarily seeks treatment, counseling, or other support for an alcohol or drug related problem not involving or related to criminal activity because of the officer's voluntary actions, other than the Village may require reassignment of the officer with pay if he is unfit for duty in his current assignment. The foregoing is conditioned upon:

- (a) The officer was not under investigation for illegal drug use or abuse of alcohol, or in such a circumstance that such investigation was imminent.
- (b) The officer agreeing to appropriate treatment as determined by the physician(s) involved.
- (c) The officer discontinues his use of illegal drugs or abuse of alcohol.
- (d) The officer completes the course of treatment and aftercare prescribed by the attending medical authority(s), including an "after-care" group for a period of up to twelve (12) months.
- (e) The officer agrees to submit to suspicion less testing during hours of work

during the proscribed period of treatment and aftercare discussed in (d) above.

Officers who do not agree to or act in accordance with the foregoing, or for whom there exists independent evidence of improper activity, shall be subject to discipline, up to and including discharge. This Article shall not be construed as an obligation on the part of the Village to retain an officer on active status throughout the period of rehabilitation if it is appropriately determined by the attending medical authority(s) that the officer's current use of alcohol or drugs prevents the individual from performing the duties of a police officer or whose continuance on active status would constitute a direct threat to the property and safety of others. Such officer shall be afforded the opportunity, at his option, to use accumulated paid leave or take an unpaid leave of absence pending treatment.

## ARTICLE 12 - LAYOFF

### Section 12.1. Layoff Procedure.

The Employer in its discretion shall determine when and whether layoffs are necessary. If the Employer so determines, Employees covered by this Agreement will be laid off in accordance with their length of service with the Employer as provided in 65 ILCS 5/10-2.1-18. All Employees and Metropolitan alliance of Police 594 shall receive notice in writing of the layoffs at least fifteen (15) days in advance of the effective date of the layoff. The Employer shall not hire or contract out other parties to perform the duties that only a peace officer may perform while there are bargaining unit members on layoff.

### Section 12.2. Recall.

Employees who are laid off shall be placed on a recall list for a minimum period of two (2) years. If there is a recall, Employees who are still on the recall list shall be recalled in the reverse 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 fifteen (15) days calendar notice thereof by Certified or Registered Mail, return receipt requested, with a copy to Metropolitan alliance of Police 594. The Employee must notify the Chief of Police or his designee of his intention to return to work within seven (7) days after receiving a notice of recall. If an Employee fails to timely respond to the recall notice, his name shall be removed from the recall list.

## ARTICLE 13- SAFETY ISSUES

### Section 13.1. Safety Meetings.

The Chief of Police or his designee will meet with the local union steward or Metropolitan Alliance of Police 594, to discuss safety issues.

Any report or recommendation which may be prepared by the Union Stewards or Metropolitan alliance of Police 594, or designee(s) of the Chief of Police as a direct result of any such meeting will be in writing and copies submitted to the Chief of Police and the representative of the Union.

### Section 13.2. Defective Equipment.

No Employee shall be required to use any equipment that has been designated by both the Metropolitan Alliance of Police 594, and the Employer as being defective because of a disabling condition.

When an assigned department vehicle is found to have a disabling defect or is in violation of the law, the Employee will notify his supervisor, complete required reports, and follow the

supervisor's direction relative to requesting repair, replacement, or the continued operation of said vehicle.

#### ARTICLE 14 - BULLETIN BOARDS

The Employer shall provide the Metropolitan Alliance of Police 594 with designated space for a union bulletin board.

#### ARTICLE 15- GENERAL PROVISIONS

##### Section 15.1. Authorized Representative Visits.

Authorized representatives of The Metropolitan Alliance of Police 594 shall be permitted to visit the Department at reasonable times to talk with Employees of the Metropolitan Alliance of Police 594 and/or representatives of the Employer concerning matters covered by the Agreement. The Chief or his designee shall be advised in advance of all such visits which shall be subject to his approval; such approval shall not be unreasonably denied or withheld.

##### Section 15.2. Exposure to Diseases.

The Employer agrees to pay all expenses for inoculation or immunization shots for Employees or members of an Employee's family and/or household members when such becomes necessary as a result of said Employee's exposure to contagious diseases while in the line of duty.

##### Section 15.3. Training.

The Village shall pay the costs for all classes or other training sessions that the Employee is ordered to attend. They shall provide room accommodations when appropriate. When attending classes for a period of more than eight hours (including travel time). The Village shall provide the following program for per diem amounts;

Breakfast	\$10.00
Lunch	\$12.50
Dinner	\$22.50.

##### Section 15.4. Mileage.

A Sergeant who is required by the Department to use a personal automobile on Village business will be entitled to mileage payment at the rate established by the Internal Revenue Service for mileage for that period.

##### Section 15.5. Funeral Expenses.

The Employer agrees to pay the reasonable and customary funeral and burial expenses of any Employee killed in the line of duty within 30 days of the Employee's death.

##### Section 15.6. Annual Physical.

The Village shall reimburse each member of the bargaining unit for the un-reimbursed cost of a physical examination, including a vision test annually.

#### ARTICLE 16 - MAINTENANCE OF STANDARDS

The Employer shall be required to bargain collectively with regard to all matters directly

affecting wages and hours of employment of Employees in the bargaining unit.

## ARTICLE 17 - HOURS OF WORK AND OVERTIME

### Section 17.1. Work Hours and Overtime.

The regular assigned duty hours for Sergeants are 12 hour shifts (tour of duty). The current scheduling of the twelve hour shift, 6 a.m. to 6 p.m. and 6 p.m. to 6 a.m. shall continue through the current contract. Pay periods shall be bi-weekly. A sergeant who works over 80 hours in a pay period shall have the option of receiving comp time at 1-1/2 the hours worked over 80 or overtime at the rate of 1-1/2 of the regular hourly hours worked over 80. In computing overtime, all hours actually worked by the sergeant plus all sick time, injury leave time, vacation time, Holiday time and comp time shall be used in the calculation.

Sergeants shall bid shifts annually.

### Section 17.2. Term "Day".

The term "day" throughout this contract shall mean the current length of the shift the sergeant is working at that time. Each work day shall be interrupted by a sixty (60) minute paid lunch break and two (2) fifteen (15) minute coffee breaks.

### Sec on 17.3. Compensatory Time Off.

In lieu 'overtime pay, a Sergeant may elect to accrue and bank up to 120 hours of compensatory time off. Except as limited by the terms of this section, the option of accruing and banking compensatory time off or receiving overtime pay shall be within the sole discretion of the Sergeant, who is entitled to be compensated for the overtime work. Compensatory time off shall accrue at a rate of 1-1/2 hours for each hour of overtime worked, up to the 120 hour limit on the rules set forth above. Once the 120 hour limit on compensatory time has been reached, all overtime worked in excess of that limit shall be compensated by overtime pay.

Overtime assignments will be made irrespective of the known or suspected preferences of the Sergeant involved concerning pay or compensatory time off as compensation for overtime work.

A Sergeant desiring to schedule compensatory time off shall submit an overtime/vacation request, at least 48 hours prior to the beginning of the shift that he proposes to take off. The Police Chief or his designee may waive this advance notice requirement on a case-by-case basis. Compensatory time off may be denied if the foreseeable effect as of the time that it is requested would be to create an overtime situation. Compensatory time off may not be scheduled in advance to be taken on holidays listed in Article 20, Section 20.1, however, the Police Chief or his designee may approve a request for compensatory time off on a holiday once the shift on that holiday has begun if in the sole discretion of the police department management, it is determined that the Sergeant can use compensatory time off for that shift without adversely affecting staffing levels.

A request for compensatory time off shall not be arbitrarily denied. However, compensatory time off must be taken in increments of at least one hour each, and compensatory time off will not be granted in the middle of a shift (i.e., compensatory time off will not be granted for the purpose of enabling a Sergeant to leave and come back to work during the same shift).

At any time during the fiscal year, a Sergeant with at least twelve (12) hours of bank compensatory time off may elect to cash out that compensatory time off by filing an appropriate form with the Police Department.

#### Section 17.4. Pyramiding.

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

#### Section 17.5. Call Back.

The term "call back" is defined as an official assignment of work which does not immediately proceed or follow an Employee's regularly scheduled working hours. Employees reporting back to work under the definition of "call back" shall be compensated for a minimum of two (2) hours at the overtime rate or for actual time worked, whichever is greater. No "call back" shall be compensated unless such "call back" has been approved by a supervisor. Employees will not be entitled to call back pay when he/she is required to return to work to correct his/her own errors.

#### Section 17.6. Court time.

A Sergeant required to appear in court when not on duty shall receive a minimum of three (3) hours or actual hours worked, whichever is greater, at 1-1/2 the regular rate of pay or as comp time.

#### Section 17.7. On-Call Status.

A Sergeant who is required by the Chief or his designee to serve in an on-call capacity shall receive a minimum of two hours pay at his overtime rate for each 24-hour period of on-call status. In the event that the Sergeant is called out, the Sergeant shall not receive additional compensation for the first two hours.

#### Section 17.8. Secondary Employment. Policy

It is the policy of the Winfield Police Department to allow all members to engage in secondary employment so long as the secondary employment does not interfere, in any way, with the performance of the member's duties and responsibilities with the Winfield Police Department. It is understood that in times of emergency it may be necessary for sworn members to act as police officers while engaged in secondary employment to prevent injury or loss of life.

#### Definitions

- A. Secondary employment---is defined as any kind of employment by a member outside regular working hours for which compensation, monetarily or otherwise, is received by him or her for services rendered from a person or entity other than the Village of Winfield. Secondary employment does not include volunteer or charitable work.
- B. Special detail---any person, firm, corporation, civic group or organization who requests special or dedicated police services that require the assignment of police officers within the Village of Winfield. Such assignments may be uniformed or plain clothes and are to be considered an on duty assignment. Officers are to be armed and in full compliance with all rules and regulations of the Winfield Police Department. Compensation for a special detail is received at the overtime rate of pay.

## Procedure

### A. Requests for secondary employment

1. All requests for secondary employment must be submitted for approval of the Police Chief no less than 30 days prior to the proposed starting date of the secondary employment. No department member may engage in secondary employment until after they have received written approval to engage in secondary employment by the Chief of Police.
2. All requests shall be submitted, to the Chief of Police, by completing the secondary employment form and agreement (addendum A and B.). Any sworn member carrying a firearm as part of secondary employment must abide by Illinois state statutes regulating the possession of firearms by private security guards or agents.
3. Each change in secondary employment shall require separate approval by completing the request in written form as outlined in this order and written notification that employment by the previous entity has ceased.
4. The officer understands and agrees that he will not wear any of his duty clothing, including any duty weapons purchased by the Village for use by the officer, ammunition, holster, equipment, badge or any other emblem of his office with the Village while pursuing his off-duty employment.
5. Should the officer's duty weapon, even a weapon purchased by the officer without reimbursement from the Village, ever be discharged at the secondary employer, both the officer as well as the secondary Employer shall immediately submit independent, written accounts of the situation leading up to the discharge of the duty weapon.

### Prohibitions on Secondary Employment

1. No member engaged in secondary employment shall commit an act that violates any applicable general order, local ordinance, state or federal law, or be involved in any act which would bring disrepute to the Department or Village. Members may not be employed by any entity in which the owner or manager of the business is of questionable character; having ties to criminal organizations or has a known record of serious criminal arrests; or the business is consistently or frequently found to be in violation of state or federal law as well as municipal ordinances.
2. Any secondary employment shall not involve the use of any Village equipment, facilities, or resources without the written consent of the Chief of Police. Members may not exhibit any credentials or identify themselves as police officers while working for the secondary Employer unless statutorily obligated to do so.
3. No member may be employed for an establishment whose primary purpose is the sale and consumption of alcoholic beverages, including the surrounding parking area of the employer.
4. No member may be employed by the Winfield Fire Protection District or other such overlapping public safety entity with concurrent jurisdiction in case of emergency call out or disaster.
5. No member may be employed by a business in which the manager restricts the sworn member from certain areas within the premises to which the public has access

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### Restrictions on Secondary or Extra Duty Employment.

1. All members shall not exceed 20 hours of secondary employment during any calendar week where they are scheduled 40 hours at the Police Department. Sworn members shall also not exceed a total of 60 hours per calendar week combining regular duty, special details and secondary employment.
2. Secondary employment may not be performed during scheduled duty hours.
3. A member shall not work any secondary employment, even if previously approved, while the employee is considered a full-time status employee, drawing benefit pay related to any illness or injury, and the illness or injury was sustained on or off duty.

### Supervisory Authority

1. The Chief of Police has full authority to approve or deny all requests for special details or secondary employment. The Chief of Police shall consider whether or not such request presents conflict with the member's official responsibilities or constitutes a threat to the reputation, status, dignity, or morale of the Winfield Police Department.
2. Members engaged in secondary employment, which results in the use of law enforcement powers, injury to the sworn member or others, complaints pertaining to their actions, or court appearances must immediately complete a report in memorandum form to the Chief of Police and supply any and all copies of police reports that may have been generated from the incident.
3. The Secondary Employers agrees to provide Village Police Officers workers compensation coverage at least at the minimum level required by state law, and general liability, and automobile liability (if applicable) to cover said Village employee in the conduct of their Secondary Employment responsibilities. The Secondary Employer shall affirm this obligation by executing this document, and by providing the Village with evidence of current coverage.

## ARTICLE 18 - RETIREMENT BENEFITS

During the term of this Agreement, the Village shall maintain a Retirement Health Savings (RHS) Plan to include all bargaining unit members. The Village shall contribute into the Sergeants individual accounts an amount equal to 1% of each Sergeants gross annual income as of May 1st each year for the term of this Agreement.

## ARTICLE 19 - SICK TIME

### Section 19.1. Incidental and Sick Leave.

#### Eligibility.

Full-time Employees and probationary Employees assigned to full-time schedules with more than six months continuous service are eligible for this benefit. Employees with less than a year's continuous service, receive a prorated benefit in relation to their date of employment.

### Section 19.2. Scope.

Temporary absence from work due to illness, injury or temporary disability of the Employee only.

Section 19.3. Incidental Illness Days.

The following schedule will determine the prorated amount of incidental illness leave granted to current or new full-time (probationary) Employees:

- A) Each current full-time Employee or new Employee hired from January 1 to March 31st shall receive the full annual allotment of three days of incidental illness leave.
- B.) Those hired from April 1 to June 30 may take up to two such days or 24 hours in the year in which they are hired.
- C.) Those hired after July 1, may take up to one day in the year in which they are hired.
- D.) Those hired after September 30, are not eligible for this benefit until January 1.

Effective January 1, 2012, Section 19.3(A) shall be changed to read as follows:

- A). Each full-time employee or new employee hired from January 1 to March 31 shall receive the full annual allotment of three (3) days of incidental illness/personal leave.

Section 19.4. A. Sick leave hours.

Beginning January 1, 2011, each new employee shall have a sick leave bank as summarized in the following table:

Continuous Service	Sick Leave Bank
*January 1 <sup>st</sup> of the year one (1) anniversary, but less than three (3) years	80 hours
January 1 <sup>st</sup> of the three (3) year anniversary, but less than five (5) years	160 hours
January 1 <sup>st</sup> of the five (5) year anniversary, but less than ten (10) years	280 hours
January 1 <sup>st</sup> of the ten (10) year anniversary, but less than fifteen (15) years	800 hours
January 1 <sup>st</sup> of the fifteen (15) year anniversary, but less than twenty (20) years	1160 hours
January 1 <sup>st</sup> of the twenty (20) year anniversary and beyond	1560 hours

Beginning January 1, 2012, each Sergeant covered by this agreement, shall receive a beginning balance of 1560 hours in their sick leave bank.

Each calendar year beginning January 1, 2013, annual sick leave allocation of ninety-six (96) hours shall be granted to each employee, to be accrued incrementally throughout the year.

The first two consecutive days of each incident of illness shall be covered by other employee benefit time, prior to each employee accessing their sick leave bank hours.

Any sick leave used shall be deducted from the employee's sick leave bank. Sick leave benefits are cumulative and will carry over each year, up to a maximum of 1800 hours. There shall be no right to receive pay in lieu of taking sick leave. Once the cap is reached, the Sergeant will not be eligible for the additional 96 hours added to their bank balance on January 01, of that year.

A physician's statement, including a diagnosis and prognosis of the probable date on which the employee will be able to return to work, is required as soon as possible after the employee begins to draw sick leave, but in any event shall be required for any sick leave of more than two consecutive scheduled work days. During sick leave an eligible employee receives his or her normal straight-time compensation less any amount received from Village insurance, worker's compensation, Police Pension Fund or Social Security as a result of the illness or injury. This benefit applies to any one or any combination of individual illnesses or accidents.

#### Section 19.4. B Sick Leave Bank

Bargaining unit members may donate up to 160 accrued but unused sick leave hours to another member of the bargaining unit, for a total bargaining unit transfer of 320 hours to any one member, for use when the receiving member is suffering from a serious, long term illness or injury and has exhausted all of his accrued benefit time. In order for a bargaining unit member to be eligible to use donated sick leave hours, he must seek approval from the Police Chief by submitting a written request to the Police Chief/designee, along with a written statement from the donor member authorizing the donation. The failure or refusal of any bargaining unit member to donate sick leave to another member is not subject to the Grievance Procedure. The denial of use of a sick leave donation is subject to the Grievance Procedure.

#### Section 19.5. Notice of Absence, Illness or Disability.

Employees will inform their immediate supervisor or department head of the need to use incidental illness or sick leave "as soon as possible." Failure to provide proper notice of an absence may result in disciplinary action. Employees will inform their immediate supervisor or department head of any illness or disabling condition that places a limit on their ability to perform the ordinary duties of their normal position. The department head will determine if such limitations can be accommodated without the use of sick leave or other disability leave benefits and for how long.

#### Section 19.6. Incidental Illness and Sick Leave Use.

These benefits are available to eligible Employees for legitimate needs only. Abuse of the leave benefit will result in disciplinary action. A pattern of absence in conjunction with holidays and other scheduled days off will be considered abuse of the benefit. If the Employee cannot produce satisfactory evidence of actual illness, discipline will result.

#### Section 19.7. Failure to return from Sick Leave.

Sick leave is for medically necessary absences of the Employee. Failure to return after the date a physician certifies the Employee fit for duty is unauthorized absence unless the Employee has made arrangements to begin another type of authorized leave under the appropriate rule. Unauthorized leave will not be compensated, and may be subject to discipline.

## ARTICLE 20 - HOLIDAYS

### Section 20.1. Holidays.

The following holidays shall be recognized and observed as paid holidays for the purposes of this section;

New Year's Day	New Year's Eve
Memorial Day	Fourth of July
President's Day	Labor Day
Thanksgiving Day	The Day After Thanksgiving
Christmas Eve	Christmas Day

### Section 20.2. Holiday Compensation.

All bargaining unit Employees shall receive on January 1st of each year 12 hours of holiday time for each holiday, regardless if they worked a holiday or not. Employees, who work the designated holiday, shall receive 12 hours of pay at their regular rate for the holiday plus 1-1/2 their regular rate for all hours actually work on the holiday. Each January 1st each Sergeant shall receive said holiday time as 120 hours of time placed into a bank of time maintained separately by the Village. A request for time off from the holiday bank time shall not be arbitrarily denied. However, holiday bank time off must be taken in increments of at least six hours each, and holiday bank time off will not be granted in the middle of a shift (i.e. holiday bank time off will not be granted for the purposes of enabling a Sergeant to leave and come back to work during the same shift. Effective beginning with the 2012 calendar year, Employees shall notify the Village by December 31 of the prior year whether they will receive pay or choose to receive holiday comp time, or a specifically designated combination thereof, to be taken in not less than 6 hour increments.

## ARTICLE 21 - LEAVES OF ABSENCE

### Section 21.1. Family Medical Leave Act.

The parties agree that the Village may adopt such policies as may be necessary or appropriate to implement the Family and Medical Leave Act of 1993 (the "FMLA"). No such policy shall be deemed to violate this agreement, if it is either mandated or legally permitted by the FMLA.

An Employee electing to take leave under the family and medical leave act shall first be required to use their incidental illness time, and then comp time, vacation time, and then sick leave.

The "year" for the purpose of this benefit shall be defined as commencing on the first day of use of FMLA leave by the employee.

### Section 21.2. Bereavement Leave.

The Employer agrees to provide Employees a leave of absence without loss of pay or benefits, as a result of the death in the Employee's immediate family. Such leave shall be for

of up to five (5) working days. For purposes of this section, immediate family shall be defined as:

Parents, grandparents, spouse, children (including "step" or "adopted"). Grandchildren, mothers in law, fathers in law, brothers, sisters and household members, uncles, aunts, cousins, nephews and nieces.

The Employer agrees to provide Employees a leave of absence without loss of pay or benefits, as a result of a death in the Employee's extended family. Such leave shall be for a period of up to one (1) working day. For purposes of this section, extended family shall be defined as: brothers in law, sisters and law.

### Section 21.3. Vacation.

Based on completed years of continuous service, all full-time Sergeants shall be entitled to the annual vacation leave with pay as follows:

<b>Length of Service in the Department</b>	<b>Length of Leave</b>
At least 1 year to 5 years	84 hours
6 years to 10 years	126 hours
11 years and beyond	168 hours

Vacation shall be scheduled according to seniority within the shift or detail to which the Sergeant is assigned. A Sergeant with greater seniority shall have priority over a Sergeant with less seniority and scheduling his vacation, so long as the choice exercised prior to March 1st of the vacation year. In the event that more than one Sergeant requests the same shift and permitting more than one Sergeant to be off is not in the best interest of the Department, seniority normally shall prevail. In any event, all vacations are subject to approval by the Chief.

Allowances for vacation pay shall be in addition to any recognized holidays that may fall during a sergeant's vacation period.

Vacation time earned one year must be taken during the following year unless written permission is obtained from the Chief of Police and the Village Manager to carry over and not to exceed 48 hours of vacation time over to the next succeeding year. Such request shall be submitted in writing prior to October 1st of that year.

When a Sergeant leaves the service of the Village, he shall receive compensation for unused vacation time accumulated. A Sergeant who is discharged for any reason shall receive compensation for unused vacation time accumulated.

### Section 21.4 Subpoenaed Appearance.

Any Employee who is required to appear for or serve on a jury, or appear in response to a duty related subpoena, shall receive his/her regular pay and benefits while so serving but must remit to the Employer any compensation received for such services.

### Section 21.5. Light Duty.

Employees who are physically unable to perform their normal job duties may be placed on light-duty assignments if, (1) the Employee receives a medical release from his physician to perform such assignment, and (2) the Chief of Police determines a light duty position is available.

Section 21.6. Military Leave.

An Employee who is a member of a Reserve force of the Armed Forces of the United States or the State of Illinois, and who is ordered by the appropriate authorities to attend training programs, perform other assigned duties or who should be called to active status, shall be granted a military leave of absence without pay and no loss of benefits or seniority rights. Employees returning from Military Leave status shall be immediately returned to their position prior to their leave.

Section 21.7. Duty Trades.

Employees who are covered by the terms of this Agreement shall be afforded the opportunity to trade shifts with other Employees, subject to four (4) hour advance notice to the Employer and approval by the Employer. Such approval shall not be unreasonably denied or withheld.

ARTICLE 22 - UNIFORM ALLOWANCE

Section 22.1. Uniforms.

All Sergeants shall receive a uniform allowance. The department shall establish standards and procedures for the issuance of such uniforms and equipment. The Sergeant shall be responsible for cleaning and care of uniforms and equipment, and for keeping uniforms in a neat and serviceable condition. Uniforms damaged in the line of duty shall be replaced by the Village. Sergeants shall receive an allowance of \$700.00 for uniforms each year, which may be rolled over into the following year.

A request for a purchase order for worn or damaged uniforms and equipment authorized for replacement by the department shall be presented to the Police Chief or his designee within 10 days of the Sergeants replacement request.

A Sergeant, who is not required to wear a uniform on a regular basis, shall receive \$250 for each six months or portion thereof that the Sergeant is in a permanent non-uniform assignment. Uniform allowance payments provided by this paragraph will be paid within 30 days of November 1 and May 1st of each year. The Village may require Sergeants, not in uniform to meet standards of dress.

Section 22.2: Bullet Proof Vests.

The Village shall replace bullet proof vest according to the manufacturers recommended time limitations. The vest carrier will also be replaced at the time of a new vest purchase, and the cost of both the vest and the carrier shall be the responsibility of the Employer.

Section 22.3. Replacement of Damaged Clothing.

The Employer agrees to replace the clothing of any Employee which is damaged as a result of the Employees duties which required the use or exertion of physical force. Such incident shall be documented to the reasonable satisfaction of the Employee's immediate supervisor.

ARTICLE 23 - INSURANCE

Section 23.1. Health Insurance.

The Village shall make available to bargaining unit members the same group health insurance plan as the Village provides to all other Village Employees at the same premium rates as all other Employees. (effective upon execution of this Agreement and not to exceed 15% of the cost of the premium) Insurance coverage will remain substantially similar to the

coverage currently provided).

The Village agrees to establish an advisory insurance committee, which shall include one member of the bargaining unit. The committee shall be empowered to research available dental/optical and medical plans, to compare their costs, and to recommend to the Village Manager possible implementation of such a plan. No change in coverage will result without convening the committee and providing them an opportunity to provide input.

#### Section 23.2. Life Insurance.

The Village shall maintain Term Life Insurance coverage for each Sergeant equal to their annual salary (rounded to the nearest thousand) at no cost to the Employee. Benefits will be paid to beneficiary named by the Employee.

### ARTICLE 24 - WAGES AND COMPENSATION

#### Section 24.1 Wages.

May 1, 2014 – April 30, 2015	2%
May 1, 2015	2%
May 1, 2016	2%

Movement through the steps shall be on anniversary date of promotion. Annual rate is based upon 2080 hours per calendar year.

### ARTICLE 25 - SAVINGS CLAUSE

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

### ARTICLE 26 - TERM OF AGREEMENT

#### Section 26.1. Continuing Effect.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties.

#### Section 26.2. Term of Agreement.

This agreement shall be effective from May 1, 2014, and shall remain in full force and effect until April 30, 2017. It shall continue in effect from year to year thereafter unless a notice of demand to bargain is given in writing by certified mail by either party, no earlier than 120 days preceding expiration. The notice referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, to the Village Clerk in the case of the Employer and to the Metropolitan Alliance of Police in the case of the Union, in which case the date of the notice shall be the written date of receipt. In the

event of a written notice, said notice shall be at the following addresses:

Village of Winfield  
27 West 465 Jewel Road  
Winfield, IL 60103  
(Attn: Village Manager)

Metropolitan Alliance of Police  
215 Remington Suite C  
Bolingbrook, IL 60440

For the Village of Winfield:

For Metropolitan Alliance of Police:

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

\_\_\_\_\_  
Joseph Grimaldi, President MAP 594

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Joseph Andalina, Metropolitan Alliance  
of Police

Date: \_\_\_\_\_

APPENDIX A

	5/1/2013	5/1/2014	5/1/2015	5/1/2016
		2%	2%	2%
Step 1	\$83,849.03	\$85,526.01	\$87,236.53	\$88,981.26
Step 2	\$88,076.95	\$89,838.49	\$91,635.26	\$93,467.96
Step 3	\$93,553.11	\$95,424.17	\$97,332.66	\$99,279.31
Step 4	\$96,532.80	\$98,463.46	\$100,432.73	\$102,441.38
Step 5	\$98,465.63	\$100,434.94	\$102,443.64	\$104,492.51

Wages are retroactive for all hours compensated to 05/01/14.

APPENDIX B



**METROPOLITAN ALLIANCE OF POLICE  
GRIEVANCE REPORT**

215 Remington Blvd Suite C  
Bolingbrook, IL 60440  
Phone: (630) 759-4925 Fax: (630) 759-1902

Grievance #
-------------

Chapter #

<b>Step 1</b>			
Grievant's Name (Last, First, MI)		Badge #	Division/Shift
Incident Date:	Contract Section Violated:	Presented to:	First Submission Date:
Basis of Grievance: <i>(Attach additional documentation, if any. Explain violation of the contract and the remedy sought.)</i>			
_____			
_____			
_____			
_____			
_____			
_____			
_____			
_____			
_____			
Receiving Supervisor Signature: _____		Date: _____	
Grievant's Signature: _____		Date: _____	
Union Rep. Signature (optional): _____		Date: _____	
Step 1 Disposition/Employer's Response: _____			Date: _____
_____			
Employer's/Designee's Signature: _____		Date: _____	
Grievant's Signature: _____		Date: _____	
Step 2 Disposition/Employer's Response: _____			
_____			
Employer's/Designee's Signature: _____		Date: _____	
Grievant's Signature: _____		Date: _____	
Advanced to Step 3: YES NO	Grievant's/Union Rep's Initials: _____		Date: _____
Advanced to Step 4: YES NO	Grievant's/Union Rep's Initials: _____		Date: _____

White to Employer \* Yellow to Union \* Pink to Steward \* Gold to Grievant

APPENDIX C  
ELECTION, WAIVER AND RELEASE FOR DISCIPLINARY PROCESS

**I. Notice to Employee**

I, \_\_\_\_\_, a police sergeant in the Village of Winfield, and a member of the Metropolitan Alliance of Police, Chapter 594, ("Chapter"), being proposed for discipline by the Village of Winfield Police Department, have been informed of my options to dispute discipline in accordance with the Collective Bargaining Agreement between the Village of Winfield and the Metropolitan Alliance of Police, Chapter 594. I understand that I may elect to pursue a grievance over such discipline (option A), or I may choose to dispute the discipline before the Village of Winfield Board of Fire and Police Commissioners (option B), but not both. I understand that an election of one of these procedures is a waiver of my rights and remedies to the other. I further understand that the Board of Directors of the Metropolitan Alliance of Police ("Union"), not the Chapter, has the final authority on whether or not to approve this matter for arbitration. If I elect arbitration and the Union declines to authorize arbitration of this matter for any reason, this does not waive my statutory rights under the Illinois Municipal Code, Division 2.1, Board of Fire and Police Commissioners, 65 ILCS 5/10-2.1 *et seq.*

I have been given a written notice of the proposed discipline and the factual basis thereof. This notice has been presented to me on \_\_\_\_\_, 20\_\_\_\_. I have twenty-one (21) calendar days, exclusive of today, to return this notice to the Chief of Police, or designee, indicating my choice of disciplinary forum. If I do not return this form electing arbitration then the proposed discipline will be subject to the Village of Winfield Board of Fire and Police Commissioners.

Chief of Police or Designee: \_\_\_\_\_

Officer: \_\_\_\_\_

Chapter Representative: \_\_\_\_\_

**II. Election**

**I have had an opportunity to discuss these options with a union representative and choose to dispute the proposed discipline before the following forum:**

**A. Grievance Arbitration**

By selecting the grievance process alternative, I acknowledge my understanding that the Village has the right to unilaterally impose the proposed discipline immediately, subject to possible later modification or reversal by an arbitrator should I or the Union choose to pursue a grievance through arbitration, provided that the Chief simultaneously provides me with a copy of all reports and evidence relied upon by the Chief to demonstrate the alleged rule violation, including mitigating and exculpatory evidence. An arbitrator will determine whether the discipline was imposed with just cause, and whether the discipline was excessive.

By election to file a grievance over my discipline I hereby release the Village of Winfield, the Winfield Board of Fire and Police Commissioners and the Metropolitan Alliance of Police, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election.

I hereby elect the grievance arbitration procedure and waive my rights to a hearing before the Village of Winfield Board of Fire and Police Commissioners. I understand that I have fourteen (14) calendar days from my receipt of this notice to request authorization to arbitrate this matter from the Union, and that the Union has seven (7) additional days to submit this document as a request to arbitrate to the Chief of Police or his designee. This document will be considered my grievance. In the event that the Union declines to arbitrate this matter or does not return this document within twenty-one (21) calendar days from the notice of the Decision to Discipline, the discipline will be subject to the jurisdiction of the Village of Winfield Board of Fire and Police Commissioners.

**Agreed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**This disciplinary charge is hereby approved for arbitration by the Metropolitan Alliance of Police, Board of Directors. This document serves as written notice advancing this matter for arbitration in accordance with the Collective Bargaining Agreement:**

**Union:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**B. Board of Fire and Police Commissioners**

By selecting an appeal of discipline before the Village of Winfield Board of Fire and Police Commissioners, I understand that I will have a hearing over such discipline before the Board of Fire and Police Commissioners of the Village of Winfield in accordance with their rules and the laws of the State of Illinois as provided within the Illinois Municipal Code,

Division 2.1, Board of Fire and Police Commissioners, 65 ILCS 5/10-2.1 *et seq.*, as amended. I agree that such hearing shall be a waiver of the grievance/ arbitration procedures of the collective bargaining agreement between the Village of Winfield and the Metropolitan Alliance of Police.

By election to have a hearing before the Board of Fire and Police Commissioners over my suspension or discharge, I hereby release the Village of Winfield, the Winfield Board of Fire and Police Commissioners and the Metropolitan Alliance of Police, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election. I understand that this hearing will be subject to the Rules and Regulations of the Village of Winfield Board of Fire and Police Commissioners.

I hereby elect a hearing before the Village of Winfield Board of Fire and Police Commissioners and waive my right to grievance arbitration pursuant to the collective bargaining agreement. I hereby acknowledge that charges will be filed with the Board of Fire and Police Commissioners requesting my discipline. This document will be considered my request for a hearing concerning this discipline.

**Agreed:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Witness:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Received by the Chief of Police's Office:** \_\_\_\_\_

**Date:** \_\_\_\_\_

event of a written notice, said notice shall be at the following addresses:

Village of Winfield  
27 West 465 Jewel Road  
Winfield, IL 60103  
(Attn: Village Manager)

Metropolitan Alliance of Police  
215 Remington Suite C  
Bolingbrook, IL 60440

For the Village of Winfield:

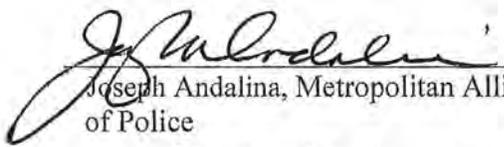
For Metropolitan Alliance of Police:

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

  
\_\_\_\_\_  
Joseph Grimaldi, President MAP 594

Date: \_\_\_\_\_

Date: 10/31/14

  
\_\_\_\_\_  
Joseph Andalina, Metropolitan Alliance  
of Police

Date: Oct. 27th, 2014