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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE VILLAGE OF WIN FIELD, ILLINOIS

AND

THE METROPOLITAN ALLIANCE OF POLICE,

CHAPTER 477

MAY 1, 2015 TO APRIL 30, 2018

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PREAMBLE

This Agreement is entered into by the Village of Winfield, Illinois (the "Village") and Metropolitan Alliance of Police ("MAP"), Chapter 477, (the "Union") this 1st day of May, 2015, and is in recognition of the Union's status as the representative of certain of the Village's full-time employees and has as its basic purpose the promotion of harmonious relations between the parties, the establishment of an equitable and orderly procedure for resolving differences arising out of the employment relationship and the establishment of an entire agreement covering rates of pay, hours of work, and other conditions of employment for employees of the Village in the unit described in Article I hereof. Therefore, in consideration of the mutual promises and agreements contained in this Agreement, the Village and the Union do mutually promise and agree as follows:

ARTICLE I

RECOGNITION

1.1 Recognition of Bargaining Agent

The Village agrees during the term of this Agreement to recognize the Union as the sole and exclusive bargaining agent with respect to wages, hours and conditions of employment for employees in the following unit:

> *All full-time sworn patrol officers employed by the Village of Winfield below the rank of sergeant, but excluding the Police Chief the lieutenant and sergeants (excluded as supervisory personnel), records clerk and confidential and managerial employees as defined by the Act, and all other employees of the Village of Winfield.*

When the term "police officer" or "patrol" officer" or "employee" is used in this Agreement, it shall refer to the members of the bargaining unit described above, and to no other person(s).

1.2 Probationary Period

The probationary period shall be eighteen (18) months following the employee's date of hire, which includes time at school and FTO program. Time absent from duty or not served shall not apply toward satisfaction of the probationary period. During the probationary period, an employee is subject to discipline, including discharge, for any lawful reason and without

recourse. The probationary period may be extended an additional length of time upon mutual agreement of the Police Chief and the affected probationary employee.

1.3 Fair Representation

The Union recognizes its responsibility as the exclusive bargaining agent of all employees in the bargaining unit and agrees to fairly represent each and every employee in the bargaining unit as stated in the IPLRA and applicable case law. The Union further agrees to indemnify, defend and hold harmless the Village and its officials, representatives and agents from any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs resulting from any claims, demands or suits alleging on the part of the Union a failure to fulfill its duty of fair representation.

1.4 Gender

In this contract, the pronoun "he, him, and his" shall refer to both male and female employees equally.

ARTICLE II

MANAGEMENT RIGHTS

2.1 Management Rights

It is understood and agreed that the Village possesses the sole right and authority to operate and direct the police officers of the Village and its various departments in all aspects. These rights include, but are not limited to:

a. The right to determine its mission, policies, and to set forth all standards of service offered to the public;

b. To plan, direct, control and determine the operations or services to be conducted by Police Officers of the Village;

c. To determine the methods, means, and number of personnel needed to carry out the Department's mission;

d. To direct the working forces;

e. To hire and assign or to transfer Police Officers within the Police Department, to set hours of work, and overtime policies; except as hereinafter provided;

f. To promote, suspend, discipline, transfer or discharge for just cause;

g. To make, publish and enforce rules and regulations;

h. To introduce new or improved methods, equipment, or facilities;

i. To purchase goods and services;

To take any and all actions as may be necessary to carry out the mission of the Village in situation of civil emergency as outlined in Section 2.1.1

k. To determine the qualifications of applicants for positions of employment.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Village, and the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement, and only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

2.1.1 Civil Emergency Provision.

If in the sole discretion of the President of the Board of Trustees or his designee, it is determined that extreme civil emergency conditions exist, including but not limited to, riots, civil disorders, tornado conditions, floods, snow storms or other similar catastrophes, the provisions of this Agreement may be suspended by the President of the Board of Trustees or his designee during the time of declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. Should an emergency arise, the President of the Board of Trustees or his designee shall advise the President of M.A.P. or the next highest officer of M.A.P. of the nature of the emergency. The President of the Board of Trustees or his designee shall follow up said advice in writing as soon as practical thereafter and shall forward said written notice to the President of M.A.P.

2.2 Authority of the Winfield Board of Fire and Police Commissioners

Subject to § 6.4, this Agreement is not intended and shall not be construed to diminish or modify the authority of the Winfield Board of Fire and Police Commissioners, or any successor to it. The parties hereto expressly recognize the existing authority of said Board.

2.3 Subcontracting

It is the general policy of the Village to continue to utilize its employees to perform work they are qualified to perform. However, the Village reserves the right to contract out work it deems necessary or appropriate in the exercise of its best judgment, and consistent with the Village's lawful authority under Illinois Statutes.

ARTICLE III

NO STRIKES OR LOCK-OUTS

3.1 No Strike

Neither the Union, nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, slowdown, speed-up, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal or unapproved enforcement procedures or policies, concerted work-to-the-rule situation, mass resignations, mass absenteeism, organized interference, or picketing which in any way results in the 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, with normal appeal and hearing rights in accordance with the rules and regulations of the Winfield Board of Fire and Police Commissioners. Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In the event of a violation of this section of this Article, the Union agrees, among other things, to inform its members of their obligation under this Agreement and to direct them to return to work.

3.2 No Lockout

The Village will not lockout any employees during the term of this Agreement as a result of a labor dispute with the Union. A "lockout" shall refer to a refusal by the Village to allow employees to work in order to obtain a concession from the Union with regard to rates of pay, hours of work and other conditions of employment. This term does not apply to a reduction in force, curtailment of operations or disciplinary action involving termination or suspension.

ARTICLE IV

UNION DUES DEDUCTION

4.1 Dues Deduction

Upon receipt of proper written authorization from an employee, the Employer shall deduct each month's Chapter dues in the amount certified by the Treasurer of the Chapter from the pay of all officers covered by this Agreement who, in writing, authorize such deductions. Such money shall be submitted to the Metropolitan Alliance of Police within twenty one (21) days after the deductions have been made.

4.2 Fair Share

During the term of this Agreement, Police Officers who are not members of the Chapter shall, commencing thirty (30) days after the effective date of this Agreement, pay a fair share fee to the Chapter for collective bargaining and contract administration services tendered by the Chapter as the exclusive representative of the officers covered by this Agreement. Such fair share fee shall be deducted by the Village from the earnings of non-members and remitted to the Chapter each month. The Chapter shall annually submit to the Village a list of the officers covered by this Agreement who are not members of the Chapter and an affidavit, which specifies the amount of the fair share fee, which shall be determined in accordance with the applicable law.

4.3 Indemnification

Metropolitan Alliance of Police ("MAP"), Chapter # 477 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, provided that the Employer does not initiate or prosecute any claim or demands) 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 Employer's 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.

ARTICLE V

UNION-VILLAGE RELATIONS

5.1 Bulletin Board

The Village will make bulletin board space available in or proximate to the lunchroom/squad room or other reasonable location as determined by the Village for posting of Union notices of meetings, the seniority roster, notices of educational opportunities or safety issues, and notices of union benefits offered equally to all bargaining unit employees. The Union shall provide the bulletin board not to exceed 24" x 36" in size. The Union shall limit its posting of notices and other materials to such bulletin board. The Union shall not use the bulletin board space for posting abusive, obscene, or inflammatory or partisan political material. All material shall be approved by the Chief of Police or Village Manager prior to posting, with such approval not being arbitrarily withheld. The Village reserves the right to remove inappropriate postings from said bulletin board, and may take such other action as is appropriate under the circumstances then existing.

5.2 No Discrimination

Neither the Village nor the Union shall discriminate against any employee because of race, sex, creed, color, religion, national origin, or union affiliation or non-affiliation. The Union agrees that any violation of this Article 5.2 may be grieved to the step prior to arbitration, and no further.

5.3 Union Representatives

The Village recognizes the right of the Union to elect, appoint, or otherwise name up to three sworn Winfield Police Officers as Chapter representatives of the Union. The names of these three Union representatives, along with their designated title, shall be provided in writing by the Union to the Winfield Chief of Police and the Winfield Village Manager immediately upon the conclusion of the negotiation of this Agreement, or at such other time as the identities of the three Winfield Chapter Officers becomes known. Any subsequent changes in the names or titles of these Union representatives shall also be provided in writing by the Union to the Chief of Police and the Village Manager as such changes occur. The Union Representatives shall not conduct Union business during working hours unless the Chief of Police provides express permission allowing such time to be so spent.

ARTICLE VI
DISCIPLINE

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 when appropriate, and nothing herein shall prohibit the Village from commencing disciplinary action at

any level based on the seriousness of the offense or the prior disciplinary record of the employee. 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. Nothing in this agreement shall be interpreted to adversely impact the sole right of the Village of Winfield's Board of Fire and Police Commissioners to impose and review issues of discipline.

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-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.

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.

6.4 Board of Fire and Police Commissioners

If the grievance concerns a suspension or discharge for 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.

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 VII

GRIEVANCE PROCEDURE

7.1 Definition of Grievance

A grievance is defined as a complaint arising under and during the term of this Agreement raised by an employee involving an alleged violation, misinterpretation or misapplication of an express provision of this Agreement, except that any dispute or difference of opinion concerning the imposition of discipline which is subject to the jurisdiction of the Winfield Board of Fire and Police Commissioners shall not be considered a grievance under this Agreement.

7.2 Grievance Procedure

Recognizing that grievances should be raised and settled promptly, a grievance must be raised by the affected employee within ten (10) calendar days after the occurrence of the event giving rise to the grievance, or within ten (10) calendar days after the date when the employee should, using reasonable diligence, reasonably have become aware of the event giving rise to the grievance, in accord with the following procedure:

Step One: Immediate Supervisor. The employee shall give written notification of his grievance to his (non-bargaining unit) immediate supervisor. Such notification shall specifically state that the matter is a grievance under this Agreement and shall include a description of the event giving rise to the grievance, the date of the event, and the specific provision(s) of the Agreement alleged to have been violated and the relief requested. The notification will be deemed received for purposes of the grievance procedure when handed to the employee's (non-bargaining unit) immediate supervisor. The (non-bargaining unit) immediate supervisor shall answer the grievance within ten (10) calendar days.

Step Two: Appeal to Chief of Police. If the grievance is not settled in Step One, or if an answer is not given within ten (10) calendar days, the employee may, within ten (10) calendar days thereafter, file with the Chief of Police a written appeal signed by the employee. The employee, and a representative of the union if so requested by the employee, shall meet with the Chief of Police or his designee to discuss the grievance at a mutually agreeable time. If no agreement is

reached in such discussion, the Chief of Police or his designee will give his answer in writing within ten (10) calendar days of the date of the discussion,

Step Three: Appeal to Village Manager. If the grievance is not settled in Step Two, or if an answer is not given within ten (10) calendar days, the employee may, within ten (10) calendar days thereafter, file with the Village Manager a written appeal signed by the employee. The employee and a representative of the union, if so requested by the employee, shall meet with the Village Manager or his designee to discuss the grievance at a mutually agreeable time. If no agreement is reached in such discussion, the Village Manager or his designee will give his answer in writing within ten (10) calendar days of the date of the discussion.

Arbitration. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration by giving written notice to the Village Manager within ten (10) calendar days after receipt of the Village Manager's answer in Step Three.

A. If the parties are unable to agree upon an arbitrator within ten (10) calendar days after the Village receives the notice of referral, they shall jointly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of five (5) arbitrators, all of whom shall be members in good standing of the National Academy of Arbitrators, and all of whom shall maintain business offices in the State of Illinois. Upon receipt of the panel, the Union shall strike two names and the village shall then strike two names, and the person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one panel of arbitrators in its entirety and request that a new panel be submitted.

B. The arbitrator shall be notified of his selection and shall be asked to set a time and a place for the hearing, subject to the availability of Village and Union representatives.

C. The arbitrator shall have no power, in his decision or award, to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation of the specific provisions of this Agreement. He shall consider and decide only the specific issue submitted to him as raised and presented in writing at Step One of the grievance procedure and shall have no authority to make a decision on any issue not so submitted. His decision shall be based solely upon an interpretation of the meaning or application of this Agreement to the facts of the grievance presented. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing. The arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. In the event the arbitrator finds a violation of the Agreement, he shall determine an appropriate remedy. However, the arbitrator shall have no authority to make any decision or award which is in any way contrary to or inconsistent with the applicable laws or rules and regulations of administrative bodies that have the force and effect of law. Any decision or award of the arbitrator rendered consistent with this Article shall be final and binding on the parties. Each party shall be responsible for compensating its own representatives and witnesses.

7.3 Time Limits

No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 7.2. If a grievance is not presented by the employee within the time limits set forth above or by the Union at the Arbitration step, it shall be considered waived and may not be further pursued. If a grievance is not appealed within the time limits for appeal set forth above, it shall be deemed settled on the basis of the last answer of the Village and shall not be subject to further appeal. If the Village fails to provide an answer within the time limits so provided, the employee or the Union (as appropriate) may immediately appeal to the next step.

7.4 Investigation and Discussion

All grievance discussions and investigations shall take place in a time, place and manner which do not interfere with Village operations. No time spent on grievances or other Union related matters by employees shall be considered time worked for compensation purposes unless the Police Chief provides specific written authorization allowing such time to be so spent.

ARTICLE VIII
SENIORITY

8.1 Definition: Acquisition and Retention

"Seniority" shall be defined as the length of full time continuous service since an employee's most recent date of hire. If two (2) or more employees have the same date of hire, the higher ranked employee on the employment eligibility list shall be accorded the greater seniority position on the seniority list. Newly hired employees and rehired employees shall have no seniority prior to completion of the probationary period. Seniority shall not include periods of unpaid leave time. Upon completion of the probationary period, and employee's seniority shall relate back to his/her most recent date of hire in that position and shall be retained until occurrence of one of the following:

(a) voluntary resignation;

(b) termination/discharge;

(c) absence from active employment for a period equal the employee's length of service or one (1) year, whichever is less;

(d) retirement;

(e) failure to report for work upon the conclusion of a leave of absence or vacation; or

(f) failure to report for work without notice for a period of two (2) consecutive scheduled work days

Seniority shall be used for determining employee benefit levels, and for no other purpose unless specifically so provided in other portions of this Agreement.

8.2 Seniority Lists

The Village will maintain a current seniority roster and provide a copy to the Union upon request.

8.3 Layoff

A. Process. The Village, in its discretion, shall determine whether layoffs are necessary. If

it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their length of service as provided in Illinois Compiled Statutes, 65 ILCS §5/10-2.1-18. An employee subject to layoff will be paid all accumulated vacation leave benefits.

B. Effects of Layoff, Laid off employees and their dependents will be eligible to continue as

participants in the Village's group health plan at their own expense to the extent required by federal law. A notice of potential benefits will be sent by the Village to the employee.

8.4 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.

Employees who are eligible for recall shall be given ten (10) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union provided that the employee must notify the Police Chief or his designee of his 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 mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from this recall list.

ARTICLE IX

EMPLOYMENT PRACTICES AND PROCEDURES

9.1 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 and is subject to execution of the agreement in Appendix B. Upon receipt by the Chief of the completed form in Appendix B, approval of secondary employment shall not be arbitrarily withheld. Employees shall provide an up to date copy of their secondary employment schedules to the Chief.

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 (addenda 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 or items 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, the officer shall immediately submit a written account of the situation leading up to the discharge of the duty weapon.

B. 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

C. 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 or more 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. Members shall not engage in secondary employment that restricts the prompt reporting for on-call duty.

4. Members may not perform secondary employment while on worker's compensation, light duty, sick time, or other medically related leave.

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.

9.2 Review of Personnel Files

All employees may review their respective personnel files in accord with the review requirements of the Illinois Compiled State Statutes. The parties agree that any grievance alleging a violation of this Section 9.2 may be reviewed through the step prior to arbitration, but no further.

ARTICLE X

HOLIDAY, PERSONAL DAYS AND LEAVES OF ABSENCE

10.1 Holidays

All employees shall receive ten days paid time off for holidays, which time off shall be scheduled in the same manner as Vacation under section 11.2 of this agreement. In addition, any employee who works on the following holidays shall receive holiday pay in the amount of 1.5 times their regular rate of pay, in addition to their regular pay for that day:

New Year's Day (January 1st)

President's Day

Memorial Day

Independence Day (July 4th)

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve (December 24th)

Christmas Day (December 25th)

New Year's Eve (December 31st)

Detectives may elect to work up to four holidays listed in this agreement for holiday pay, provided those four holidays fall on their regularly scheduled shift. If the detective works on a listed holiday, he shall receive 1.5 times the regular rate of pay in addition to the regular rate of pay for that day. For the remaining listed holidays, detectives shall have the option to work at the regular rate of pay or utilize holiday hours in lieu of working.

10.2 Bereavement Leave

In the event of death in the immediate family (defined as the employee's legal spouse, children, step-children, son-in-law, daughter-in-law, parents, parents of spouse, grandparents, brothers, sisters, step-brother and step-sister), an employee shall be granted up to five (5) work days as determined appropriate by the Village Manager with consideration given to travel required and the employee's responsibility to the deceased. An employee shall provide satisfactory evidence of the death of a member of the immediate family and the employee's attendance at the funeral if so requested by the Village. The Chief or his designee may authorize up to four (4) hours of bereavement leave to permit an employee to attend the funeral of a relative other than a member of his or her immediate family or friend.

10.3 Jury Duty Leave

Leaves with pay will be authorized so that employees may serve required jury duty provided the employee advises the Chief of police of the dates of the absence as soon as possible. Pay shall be the employee's normal straight time salary at the time of service. Any compensation received for jury duty shall be turned over to the Village as soon as it is received. The employee shall provide proof of service to the Village if requested to do so.

10.4 Military Leave

Military leave shall be granted in accordance with applicable law.

10.5 Benefits While on Leave

Unless otherwise stated in this Article or otherwise required by law, length of service and any right or privilege for which length of service is a factor 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 his seniority continued after the period of the leave. Upon return, the Village will place the employee in his or her previous job if the job is vacant; if not vacant, the employee will be placed in the first available opening in his classification. If, upon the expiration of a leave of absence, there is no full-time position available to the employee or if the employee could have been laid off according to his seniority except for his leave, he shall go directly on layoff.

10.6 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 any leave granted by this Article may immediately be terminated by the Village.

ARTICLE XI
VACATIONS

11.1 Eligibility and Allowances

Employees are eligible for vacation benefits beginning each year on January 1, and will be entitled to additional vacation days on their anniversary date (date of full-time hire) as follows:

Length of Service in the Department	Length of Leave
At least 1 year to 5 years	84 hours
6 years to 10 years	126 hours
11 years and beyond	138 hours for 11 years, plus 12 hours for each additional year, up to a maximum of 168 hours.

11.2 Scheduling

The Chief of Police shall establish a vacation schedule for the Police Department sufficiently early each year so that he can program the work of the Police Department and can block out certain days from the available vacation schedule. Vacation schedules shall be selected by seniority in rank to the fullest extent practicable, and provided that the employee requests the vacation days within the time prescribed by the Chief of Police for that year. All vacations are subject to the approval of the Police Chief. In the case of an emergency as determined by the Chief of Police, the Chief or his designee may cancel and reschedule any or all approved vacation leaves in advance of their being taken and/or recall any employee from a vacation in progress. No more than one (1) bargaining unit employee per unblocked shift may be scheduled on vacation, X-day or holiday, except as authorized by the Chief of Police for special circumstances as determined by the Chief. Vacations and holidays may not be scheduled in less than one of the Employee's regular shift day increments.

11.3 Vacation Pay

The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation.

ARTICLE XII
INSURANCE

12.1 Coverage and Cost

The Village shall make available to bargaining unit members the same group health insurance plan as the Village provides to all other Village employees and at the same premium rates as paid by all employees. The Village shall contribute 85% of the cost of premium and the employees shall contribute 15%. Eligibility for Group Health insurance benefits is restricted to

employees working a full regular schedule immediately upon employment. The Village may establish cost containment requirements on applications for benefits. Failure to adhere to such requirements may limit or eliminate an employee's eligibility for any specific group health insurance benefit.

Under State Law former employees and their dependents may be eligible to continue as participants in the Village's group health plan at their own expense. A notice of potential benefits will be sent to the employee and any dependent covered by the plan by the Village Manager's Office. It is the employees' obligation to keep the Village informed with respect to beneficiary information (see also Employee Records).

Should the Village find it necessary, due to financial or other reasons, to make adjustments in benefits and/or coverage, including changing carriers, the Village shall provide at least fourteen (14) days' advance notice to the Union and to all affected employees, provided the benefits remain substantially similar.

The Village will pay a monthly amount of $125.00 to any Employee who receives health insurance from another provider, such as a spouse's insurance provider, and does not receive health insurance coverage from the Village.

The Village agrees to establish an advisory 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 then an opportunity to provide input.

12.2 Terms of Insurance Policies to Govern

The extent of coverage under the insurance plan documents (including but not limited to HMO or PPO plans) applicable to employees shall be governed by the terms and conditions as set forth in those policies. Any questions or disputes concerning 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.

12.3 Life Insurance

The Village currently provides a life insurance benefit. This current benefit is available to all employees working a regular, full time schedule and is equal to one times (1X) the employee's salary. Employees whose life insurance benefit exceeds $50,000 acknowledge that they shall be liable for their share of any employment or income tax on the value of the benefit above $50,000 and have the option of paying this tax in one lump sum at the end of the calendar year or have it withheld in equal increments over the 26 pay periods in the year, pursuant to the applicable provisions of the Internal Revenue Code.

12.4 Voluntary Retirement Health Savings Plan

The Village will continue to make available the voluntary Retirement Health Savings (RHS) Plan open to all bargaining unit members through the International City Management Retirement Corporation (ICMA-RC) or other similar plan. The Village agrees to match an employee's

contribution into the employee's ICMA-RC REIS account up to a total employee/Village contribution of 1% of the employee' base pay. The Village agrees to make the members of the collective bargaining unit aware of the latest rulings on opportunities for voluntary contributions, not taxable, tax exempt of which it becomes aware.

ARTICLE XIII

INCIDENTAL ILLNESS AND SICK LEAVE

13.1 Eligibility

Full-time employees and probationary employees assigned to full-time schedules with more than six (6) 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.

13.2 Scope

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

Section 13.3. 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/personal time.
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.
E) One day of the three incidental illness/personal days granted in A above shall be scheduled with 15 days notice for usage and the remaining two days shall be floating days to be taken at any time. An employee who does not use any of these days in a year may carry over one floating day to the following year.

Section 13.4. A. Sick leave hours.
Each employee shall not exceed the sick leave bank as summarized in the following table:

Continuous Service	Sick Leave Bank
*January 1st of the year one (1) anniversary, but less than three (3) years	80 hours

January 1st of the three (3) year anniversary, but less than five (5) years	160 hours
January 1st of the five (5) year anniversary, but less than ten (10) years	280 hours
January 1st of the ten (10) year anniversary, but less than fifteen (15) years	800 hours
January 1st of the fifteen (15) year anniversary, but less than twenty (20) years	1160 hours
January 1st of the twenty (20) year anniversary and beyond	1560 hours

As of October 1, 2013, employees shall either receive one additional year of credit for continuous service for sick leave banked time as identified above or receive an additional ninety-six (96) hours of sick leave added to their bank. This additional benefit is a one time grant and shall not continue through the life of the agreement. Employees shall make their choice of the above benefits no later than December 31, 2013. Each calendar year beginning January 1, 2014, an 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 absence 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 Employee 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. At its discretion, the Village may require an employee on sick leave to be evaluated by a physician chosen and paid for by the Village. 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 or the illness or injury. This benefit applies to any one or any combination of individual illnesses or accidents.

Section 13.5. 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 13.6. 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 13.7. 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 XIV

REIMBURSEMENT OF TRAINING EXPENSES

If an employee leaves the employment of the Village for reasons other than a disability pension within the first three years of beginning employment with the Police Department, then the employee shall reimburse the Village for the full cost of any training (including training to obtain or maintain certification as a police officer), including tuition, books, lodging and travel expenses and all uniform and equipment costs paid by the Village. The employee's obligation to reimburse the Village will begin upon enrollment in the course or training program and the employee will be deemed to have agreed to such reimbursement and to have such reimbursement withheld from his final paycheck. If such withholding is insufficient to cover the full cost of reimbursement, the Village may pursue further reimbursement by any means permitted by law. The Union shall not be liable for any costs associated with collecting the reimbursement from the employee. The employee shall reimburse the Village according to the following schedule:

Employment Termination Date	Percentage Reimbursement
1st year of employment	100%
2nd year of employment	80%
3rd year of employment	80%

ARTICLE XV
WAGES

15.1 Wage Scale

Effective May 1, 2015 , employees shall be paid as set forth in the wage schedule attached as Appendix C reflection wage increases as follows:

Effective retroactive to May 1, 2015 - 2% across the board on all steps on all hours paid

Effective to May 1, 2016 – 2% across the board on all steps on all hours paid

Effective May 1, 2017 – 2% across the board on all steps

The following policies shall apply to applicable employees of the bargaining unit:

1) When a Patrol Officer works in the capacity of an OIC (Officer in Charge), that officer shall receive an additional $1.50 per hour while working in said capacity.

2) Any Patrol Officer assigned to work as an Investigator/Detective shall receive an annual stipend in the amount of $1,200.00 as compensation for said assignment on a pro-rata basis. The on-call Detective shall be allowed to take home a police department vehicle, provided one is available.

3) Any Patrol Officer assigned to act as a FTO (Field Training Officer) shall receive an additional $1.50 per hour while working in said capacity.

15.2 Training Expenses

The Village shall pay the costs for all classes or other training sessions that the Employee attends. The Village shall provide room accommodations when appropriate. When attending classes for a period of more than eight (8) hours, including travel time, the Village shall provide the following program per diem amounts:

Breakfast:	$10.00
Lunch:	$12.50
Dinner:	$22.50

15.3 Mileage

An Employee who is required by the Police Department to use a personal automobile on Village business will be entitled to mileage payment established by the Internal Revenue Service for that period.

15.4 Reimbursement Expenses

An Employee seeking reimbursement for expenses pursuant to Sections 15.2 and 15.3 above shall submit a request to their supervisor in the form prescribed by the Department, including documentation of the expenses, no later than ninety (90) days after the expense was incurred.

ARTICLE XVI

HOURS OF WORK AND OVERTIME

16.1 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 or work per shift, per week, per work cycle, or any other period.

16.2 Work Schedule

The Chief of Police shall establish the work schedules for employees, which may be changed from time to time by the Chief based upon the operational needs of the department, as determined by the Chief. Management shall provide a fifteen (15) day notice period in the event that there is a change in the work schedule.

The regular assigned duty hours for bargaining unit members assigned to a regular patrol shift (except detectives, DARE officer, traffic enforcement unit, DUI enforcement unit or any other special unit internal or external to the department) are twelve (12) hour shifts, with start time of 6:00 a.m. to 6:00p.m. or 6:00p.m. to 6:00 a.m.

Employees shall provide a fifteen (15) day notice (as of delivery to the Chief or designee) for usage or change in usage of all benefit time, including but not limited to holiday time, compensatory time, vacation time, flex time and "X" time off. Provided the fifteen (15) day notice is given, such time shall not be denied if overtime is not created by the use of the benefit time.

16.3 Term "Day"

The term "day" throughout this Agreement shall mean the current length of the shift the employee is working at that time. Each day shall include a one-half (1/2) hour paid lunch break and two (2) fifteen (15) minutes coffee breaks for employees working eight (8) or ten (10) hour shifts and for employees working twelve (12) hour shifts, one (1) hour paid lunch break and two (2) fifteen (15) minute coffee breaks provided; however, that the coffee breaks shall not be combined with each other or the lunch break unless the Village and the employee mutually agree. Prior to utilizing any break time, the employee shall obtain the permission of the immediate supervisor on duty at that time.

16.4 Work Scheduling

The Chief of Police shall establish the days, work hours and work schedules for employees, which may be changed from time to time by the Chief based on the operational needs of the Police Department as determined by the Chief. The Village agrees that seniority within rank shall be the principal factor in allowing employees to bid on the shift they will work and the regular days they will be off. The annual shift schedule shall be picked on an annual basis with the exception of officers exchanging shifts pursuant to Sec. 16.11 of this agreement. Shift selections for patrol officers shall begin with the most senior officer picking his requested shift for the entire year. This process will be continued in descending order of seniority to the least senior officer. When selecting their shifts, officers shall be required to keep the same regular days off for the entire year. The Chief shall have the absolute right to override and assign shifts based upon the operational needs of the department, as determined by the Chief, however that right shall not be exercised in an arbitrary or capricious manner.

16.5 Overtime Pay

Overtime is the amount of time any employee subject to this agreement works beyond their normal scheduled working hours. Employees shall receive overtime pay at a rate of 1.5 times their regular straight time rate of pay for hours or parts of hours, not less than 1/4 hour, beyond their normal shift and when called into work by Village management during the employee's

unscheduled time. For purposes of this section all paid time off shall be included as hours worked.

16.6 Overtime Scheduling

The Chief of Police or his designee shall have the right to require overtime work and employees may not refuse overtime assignments. In nonemergency situations, and at the discretion of the Chief of Police or his designee, reasonable steps will be taken to obtain volunteers for overtime assignments before assigning required overtime. Time permitting, volunteers will be solicited on a rolling seniority basis among employees reasonably available and qualified to perform the work. However, volunteers will not necessarily be selected for work in progress. Also, specific employees may be selected for specific assignments based upon specific skill, ability and experience they may possess.

If no employee volunteers, or if time and circumstances reasonably require that an overtime assignment be made, then such overtime assignments will generally be made on a rolling reverse seniority basis among employees reasonably available at the time the overtime assignment is made and are qualified to perform the work in question.

Officers on a definite court call (i.e. traffic court, summary suspension hearing, subpoena, motion to suppress hearing or the like) shall not be able to accept the assignment. Officer on a court stand-by shall be eligible to receive voluntary overtime assignments.

Department supervisors shall apply the voluntary and mandatory overtime and special events provisions of this Agreement on a fair and reasonable basis. However, should a violation of the provisions of this Agreement concerning voluntary or mandatory overtime or special events scheduling be established through the grievance procedure, the sole remedy available to the aggrieved employee(s) shall be to provide that employee(s) with the next available, reasonably similar overtime or special events assignments(s).

16.7 Show-Up or Call Back Pay

Employees covered by this Agreement shall receive a minimum of two (2) hours at the employee's rate of time and a half pay for all details and/or duty assignments in which the officers are called in to work or called back to work which do not immediately proceed or follow the officer's regularly scheduled work shift, provided there was an actual break between the regular shift and the time of reporting of at least hour (1) hour; unless the officer is called back to rectify his own error which needs to be corrected before the officer's next regularly scheduled shift.

16.8 Compensatory Time

Compensatory time at the rate of time and one-half (1-1/2) may be earned at such times and in such time blocks as are mutually agreed upon between the involved employee and the supervisor. If mutual agreement on compensatory time cannot be reached, the employee shall receive pay for all such overtime hours worked. Employees may accumulate no more than eighty

(80) hours of compensatory time. Compensatory time off may be taken upon the approval of the employee's supervisor and may only be taken in a minimum of one (1) hour increments except if

otherwise approved by the Chief or his designee.At any time during the fiscal year, an employee with any number of hours of banked compensatory time off may elect to cash out that

compensatory time off by filing an appropriate form with the Police Department.

16.9 X.-Hours

Employees subject to this agreement that are assigned to work 12-hour work shifts are entitled to a benefit known as X-hours, The X-hour benefit represents an opportunity for paid time off. Employees assigned to 12-hour shifts are scheduled to work a total of 2,184 hours in a given calendar year; in comparison to a standard 2,080 hours for employees working 8 or 10 hour shifts. In recognition of these additional 104 hours scheduled, employees assigned to work 12-hour shifts shall receive additional paid leave at the rate of 1-1/2 times the additional hours actually worked, which is 156 hours of leave time for a full calendar year under X-hour compensation.

Employees shall schedule X-hour time off in the same manner as the vacation and holiday benefits provided for in this agreement, provided however that X-hour time-off cannot be scheduled so as to create an overtime situation for the Village, and shall be subject to approval by the employee's supervisor and Chief of Police. Probationary Employees that have not completed their field training are not eligible to accrue or use X-hours until they achieve regular full-time status. Once field training is completed, the employee shall receive a prorated number of X-hours based on the number of months remaining in the calendar year.

Employees shall not accrue "X" hours while on sick leave but will accrue X hours while on job related inury or PEDA benefits. Approval of X-hour time off shall not be unreasonably withheld.

Employees who do not actually work a pay period due to termination of employment with Village shall have 6 hours of benefit time deducted from their benefit time or shall repay 6 hours of regular compensation, at the employee's choice, said choice to be made in writing before the end of the next pay period. The X-hour benefit shall not be carried over into the next year unless

approved by the Village Manager on the basis that employee shortages or emergency response precluded the ability for employees to use the benefit. All requests for carryover must be made in writing on or before January 15 of the next year. If carryover is approved, it shall be used in the next calendar year and may not carry over further.

16.10 Court Time

Employees who would otherwise be off duty shall be paid at their applicable rate of pay under Section 15.1 for all hours worked when appearing in court on behalf of the Village in the capacity of a commissioned officer. Employees will be paid for a minimum of two (2) hours for all off duty court time worked outside regularly scheduled hours in a single day or actual time spent, whichever is greater, unless the time extends to the employee's regular work shift.

16.11 Exchanging Shifts

Employees are permitted to trade regularly assigned shifts with other employees upon specific written permission of the Chief, or designee, which permission shall not unreasonably be denied.

16.12 No Pyramiding

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

ARTICLE XVII

UNIFORM/EQUIPMENT ALLOWANCE

17.1 Uniforms and Equipment

A complete uniform shall be issued by the Village to all new Police Officers and specialty units, and to officers who are assigned to a specialty assignment (i.e. bike patrol, swat, honor guard) as reasonably determined appropriate by the Chief of Police. All police officers shall be required to maintain, in neat and serviceable condition, all uniforms and personal equipment without any further payment by the Village. In addition, employees shall receive an annual uniform reimbursement allowance of six hundred dollars ($600.00), which shall be used in conformance with the Village's purchase order system for the purchase of approved uniforms and equipment from an approved vendor(s). Any portion of the annual uniform reimbursement allowance that is unused may be rolled over into the following year. Authorized uniform and equipment shall be governed by the Departmental General Order 26-B, in effect July 1, 2006. All issued uniforms and/or equipment that has been purchased by the Village shall be returned to the Chief of Police or his designee upon the Chiefs request upon the Officer's separation from service with the Village.

17.2 Damaged Uniform/Equipment Replacement

Any issued uniform or issued equipment damaged in the line of duty and without negligence of the Police Officer involved shall be repaired or replaced by the Village at its expense.

ARTICLE XVIII

EMPLOYEE ALCOHOL AND DRUG TESTING

18.1 Statement of Policy

It is the policy of the Village of Winfield that the public has the absolute right to expect persons employed by the Village in its Police Department will be free from the effects of drugs and alcohol. The Village, as the employer, has the right to expect its employees to report for work fit and able for duty and to set a positive example for the community. The purposes of this policy shall be achieved in such manner as not to violate any established constitutional rights of the officers of the Police Department.

18.2 Prohibitions

Officers shall be prohibited from:

a) Consuming alcohol at any time during or just prior to the beginning of the workday or anywhere on the Village premises or job sites, including Village buildings, properties, vehicles

and the officer's personal vehicle while engaged in Village business, except as may be necessary in the performance of duty as authorized by the Chief or his designee.

b) Processing, using, selling, purchasing or delivering any illegal drug at any time and at any place except as may be necessary in the performance of duty as authorized by the Chief or his designee.

Failing to report to the employee's supervisor any known adverse side effects of medication or prescription drugs which the employee may be taking, or that the employee is taking drugs known to mask the true results of a drug test.

18.3 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.

18.4 Order to Submit to Testing

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) had 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.

18.5 Order to Submit to Testing

Within thirty-six (36) hours of 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 interferences 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 construed as a waiver of objection or rights that he or she may possess.

18.6 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, collect a sufficient bodily fluid or material from an officer to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside 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 sample and its freedom from adulteration. Officers shall not be witnessed by anyone while submitting a sample 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 tests positive in initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GCIAE) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolite.

(f) Provide the officer tested with an opportunity to have the additional blood, urine, or other sample tested by a clinical laboratory or hospital facility of the officer's choosing, at the officer's own expense; 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 .020 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.

18.7 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 (I 2) months.

(e) The officer agrees to submit to suspicion less testing during hours of work during the prescribed 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 such 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 XIX

MISCELLANEOUS

19.1 Light Duty Assignments

The Village is not required to create light duty assignments and employees may be allowed to work on light duty, or be assigned to light duty, in the sole discretion of the Chief. Preference for assignment to light duty shall be given to an on-duty injury over an off-duty injury. Any employee on disability leave from an on-duty or off-duty illness or injury and who cannot perform all the required and normal tasks of their position are required to provide the Village with a physician's statement indicating the limitations on work created by his or her disability and releasing the employee to perform other work. Under no circumstances will an employee perform light duty without a written medical opinion from a physician stating that the employee is able to return to work and perform such restricted or light duty without significant risk that such return to work will aggravate the employee's condition. If a conflict or question arises concerning the medical condition or capability of an employee, the Village may request a second physical examination by an independent physician. The grant or denial of light duty in one case shall not serve as precedent for the grant or denial of light duty in any other case.

The Village may, at its discretion, require an employee to perform such light duty work as is consistent with the limitations established by his or her disability and as the Chief of Police deems appropriate for a specified period of time. Light duty, when granted, is a temporary assignment and must be reviewed after 30 days to establish the duration or the appropriateness of the light duty. An employee must provide a new medical opinion indicating the employee's current work status for each 30 day period. The Village may require an employee who is on sick

leave or Worker's Compensation leave to return to work in an available restricted light duty assignment.

19.2 Americans with Disabilities Act

The parties agree that the Village may, notwithstanding any other provisions of this Agreement, take action that is in accord with what is legally permissible under the Act in order to be in compliance with the Americans with Disabilities Act.

19.3 Special Leave without Pay

An employee may, upon written request to the Chief of Police or his designee, be granted at the Village's sole discretion a special unpaid leave of absence under such terms and conditions as the Village may specify in a specific instance. However, no special leave will exceed thirty (30) days in duration, a covered employee will neither accrue nor lose seniority while on a special unpaid leave, and the grant of such leave shall not be considered precedent for a future request by the same or a different employee.

19.4 Solicitation

While the Village acknowledges that bargaining unit employees may conduct solicitation of Winfield merchants, residents, or citizens, the Chapter agrees that no bargaining unit employee will solicit any person or entity for contributions on behalf of the Winfield Police Department or Village.

The Chapter agrees that the Village name, shield or insignia, communications systems, supplies and materials will not be used by bargaining unit employees for solicitation purposes. Solicitation by bargaining unit employees may not be done on work time. Bargaining unit employees shall have the right to explain to the public, if necessary, that the Chapter is an organization comprised of all patrol rank police officers employed by the Village.

The foregoing shall not be construed as a prohibition of lawful solicitation efforts by bargaining unit employees, the Chapter, or the Metropolitan Alliance of Police directed to the general public.

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

19.5 Labor Management Meetings

The Union and the Village agree that, in the interest of efficient management and harmonious employee relations, meetings will be held, if mutually agreed, between no more than three (3) Union representatives and two (2) representatives of the Village. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management conference" and expressly providing the specific agenda for such conference. Such conferences, times and locations, if mutually agreed upon, shall be limited to:

(a) discussion on the implementation and general administration of this

(b) Agreement; a sharing of general information of interest to the parties; and

(c) safety and equipment issues.

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

Attendance at labor-management conferences shall be voluntary on an employee's part and such attendance shall not take place during working hours except with the specific written authorization of the Chief of Police. The Village Manager, in his sole discretion, shall determine the Village representatives at such meetings.

19.6 Ratification and Amendment

This Agreement shall become effective when ratified by the Village and the Union and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

19.7 Physical and Eye Examination

The Village may provide physical examinations for employees as recommended by the Village Manager and approved by the Board of Trustees. The physical is conducted through the Village's preferred health association and is available to employees on a bi-annual basis. This program, and the tests which are conducted under it vary; currently this program includes testing of vital signs (height, weight, blood pressure, pulse), health risk analysis profile (questionnaire), chemical evaluation (total cholesterol, HDL, triglycerides), CBC, TSI-J, LDL, and urinalysis. Additional tests are conducted based on age and other health factors. Additional information for this program is available from the Village Manager's office.

The Village may provide partial reimbursement for an eye exam on a bi-annual basis (opposite years as the physical examination) of forty-nine dollars ($49.00). Employees may select an eye-care provider of their choice. The eye-care provider must complete the Village form provided by the employee in order to receive the partial reimbursement of forty-nine dollars ($49.00). Should the exam be less than forty-nine dollars ($49.00) the full amount of the exam shall be reimbursed, but no reimbursement shall exceed the amount of the actual costs incurred.

19.8 Vests

The Village will continue its current policy concerning the replacement of protective vests as determined appropriate by the Chief under all existing circumstances.

ARTICLE XX

SAVINGS CLAUSE

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by virtue of legislative action or by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof so affected and the remaining provisions of this Agreement shall remain in full force and effect.

Upon issuance of such a decision, the Village and the Union agree to immediately begin negotiations on a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXI

ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term. I f a past practice is not addressed in the Agreement, it may be addressed by the Village as provided in the Management Rights Clause, Article II. The Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the Villages exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. In so agreeing, 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 from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. If a past practice is not addressed in the Agreement, it may be changed by the Village as provided in the Management Rights Clause, Article II.

ARTICLE XXII
DURATION

This Agreement shall be effective as of the day after it is executed by both parties and shall remain in force and effect for a three (3) year term until April 30, 2018 . It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by certified mail, or hand delivery, at least one hundred twenty (120) days prior to the termination date that it desires to modify this Agreement. The notice shall be considered as given as of the date shown on the post mark, or the date of hand delivery in which case a written, dated receipt shall be made. In the event that such notice is given, negotiations shall begin no later than

ninety (90) days prior to the expiration date unless otherwise agreed in writing between the parties.

VILLAGE OF WINFIELD:

Erik Spande, Village President

Anne Maraechen, Village Clerk

METROPOLITAN ALLIANCE OF POLICE CHAPTER ~~#177~~ 477: ~~SM~~

Joseph M. Andalina, MAP President

~~Jeff Hunger~~ Joe Gaske

Scott Miara

Mike De Witt

APPENDIX A

SECONDARY EMPLOYMENT	
Officer:	Date:
Employer:	Address: Telephone No.
Days Per Week (Maximum)	Hours per Week (Maximum):
Supervisor Name: Telephone #:	Address:
Brief Description of Type of Work To Be Performed:	
Approval Chief of Police	Date Expires:
Basis for Denial:	

APPENDIX B

POLICE OFFICER OFF-DUTY EMPLOYMENT
HOLD HARMLESS AGREEMENT

Agreement made this day_____, 20 _____

Between _____, hereinafter referred to as "Employee" and the Village of Winfield, a body politic and corporate (and its Police Department), herein referred to as ("Village").

WITNESSETH:

1. The Officer proposes to enter into off- duty employment with _____

_____

on the following dates: _____

2. The nature of the off-duty employment the Officer is pursuing is as follows:

3. Should the Officer's duty weapon, even a weapon purchased by the Officer without reimbursement by the Village, ever be discharged at the Secondary Employer, the Officer shall immediately submit a written account of the situation leading to the discharge of the duty weapon.

4. The Officer agrees to save and hold the Village harmless from any action or inaction of his, committed while in the course of his off duty employment, which results in personal injury of any kind whatsoever or property damage of any kind whatsoever. Provided however, this action shall in no way compromise the rights of the Employee has under the State of Illinois Workers Compensation Act. The characterization of the Officer's conduct that results in said injury or damage, whether it is called "negligent" or "Intentional" or even "innocent", shall have no bearing on the Officer's duty to hold the Village and harmless in accordance with the provisions of this Paragraph.

5. The Employee shall undertake to indemnify, defend and hold harmless the Village against any and all claims, suits, actions, damages, cost, charges and expenses, including court costs and attorney's fees and against all liability, losses and damages of any nature whatever, that Village shall or may at any time be put to by reason of secondary employment of Employee.

6. Any consent of the Village, through its authorized representative, to the Officer's pursuit of the off-duty employment set out herein, is subject to the Officer's adherence to the provision of this Hold Harmless Agreement.

7. The Officer understands and agrees that none of the authority vested in him as a Police Officer for the Village of Winfield extends to any off-duty employment entered into by him with any civilian agency, where the Officer is paid by the agency and not by the Village.

There shall be no modification or change in the terms of this agreement without the written approval of Village. Cancellation of this agreement may only occur when Secondary Employer no longer employs Employee, and only written acceptance thereof by Village. Cancellation shall not relieve the Employee from liability for claims, regardless of when made, resulting from occurrences, which took place during the period of this agreement.

In witness whereof, the parties have executed this agreement on.

_____, 20 _____

Village Representative

Employee

_____

_____

APPENDIX C

WAGE SCHEDULE - POLICE OFFICER

ANNUAL

APPENDIX C
WAGE SCHEDULE - POLICE OFFICER

ANNUALLY

Current		$53,349	$56,017	$58,801	$61,587	$64,372	$67,156	$69,941	$72,725	$75,510	$78,293	$81,079
2015/2016	2.00%	$54,416	$57,137	$59,977	$62,819	$65,659	$68,499	$71,340	$74,180	$77,020	$79,859	$82,701
2016 / 2017	2.00%	$55,504	$58,280	$61,177	$64,075	$66,973	$69,869	$72,767	$75,663	$78,561	$81,456	$84,355
2017/2018	2.00%	$56,614	$59,446	$62,400	$65,357	$68,312	$71,266	$74,222	$77,176	$80,132	$83,085	$86,042

HOURLY

Current		$25.65	$26.93	$28.27	$29.61	$30.95	$32.29	$33.63	$34.96	$36.30	$37.64	$38.98
2015/2016	2.00%	$26.16	$27.47	$28.84	$30.20	$31.57	$32.93	$34.30	$35.66	$37.03	$38.39	$39.76
2016 / 2017	2.00%	$26.68	$28.02	$29.41	$30.81	$32.20	$33.59	$34.98	$36.38	$37.77	$39.16	$40.56
2017/2018	2.00%	$27.22	$28.58	$30.00	$31.42	$32.84	$34.26	$35.68	$37.10	$38.52	$39.94	$41.37