

AGREEMENT

Between

Illinois Council Of Police

And

Village of Winthrop Harbor

**Covering Village of Winthrop Harbor
Part-Time Police Officers**

**September 1, 2017 through
August 31, 2020**

INTRODUCTION

This Agreement is voluntarily entered into by and between the Mayor and the Board of Trustees of the Village of Winthrop Harbor, Illinois, hereinafter referred to as the "Village," and the Illinois Council Of Police (ICOPs) hereinafter referred to as the "Union," as the exclusive Collective Bargaining Agent for the employees of the Village of Winthrop Harbor who are described in the Collective Bargaining Unit described herein.

PREAMBLE

The Union, having been certified by the Illinois Labor Relations Board as Collective Bargaining Agent for all part-time Sworn Police Officers below the rank of Sergeant employed by the Village, and the Village, having voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting certain relations between them, and the intention of the parties to this Agreement being to provide for the appropriate wage structure, hours of employment, working conditions and benefits, and orderly and expeditious Grievance Procedure, all as set forth herein, the parties therefore agree to the following:

ARTICLE I – RECOGNITION

- 1.1** The Village recognizes the Union as the sole and exclusive Bargaining Agent for all part-time Police Officer's employed by the Village of Winthrop Harbor.
- 1.2** Membership – As used herein, the term "Part-time Police Officers" shall refer to all those persons included in the Collective Bargaining Unit described above.

ARTICLE II – VILLAGE RIGHTS

The Mayor, Board of Trustees and the Chief of Police shall retain and reserve the ultimate responsibilities for the proper and ongoing management of the Village of Winthrop Harbor Police Department, according to the applicable laws, statutes and ordinances of Winthrop Harbor, Lake County, the State of Illinois and the United States.

Nothing herein shall be construed to deny or restrict the Village in the exercise of its rights, responsibilities and authorities as articulated in the laws of Winthrop Harbor, Lake County, the State of Illinois and the United States.

The Village shall retain and exercise all rights to determine its mission and set standards of service offered to the public; to direct the activities of its Police Department employees; to plan, direct, control and determine the operations or services to be conducted by Police Department employees covered by this Agreement; to assign or transfer employees; to hire, promote, demote, suspend, discipline, or discharge for just cause; to establish and enforce reasonable work rules and regulations; and to change or modify systems, methods, equipment or facilities provided, however, that the exercise of any and all of the Village's rights and responsibilities do not conflict with the terms and conditions of this Agreement.

ARTICLE III – NO STRIKES, NO LOCKOUTS

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

ARTICLE IV – UNION-VILLAGE RELATIONS

4.1 Bulletin Board

A Union Bulletin Board of reasonable size shall be available for use in an area of the Police Department agreeable to the parties. Such Bulletin Board shall be available for the posting of notices and materials relating to Union activities. Such materials shall be identified with the name of the Union and shall be signed or otherwise authenticated by an appropriate officer or representative thereof. Such materials shall not be derogatory of any person associated with the Village and shall not include items which are primarily endorsements of candidates for political office (other than offices of the Union).

4.2 Public Information

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

4.3 No Discrimination

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

4.4 New Employees

The Village agrees to notify the Union of the hiring of all new part-time Police Officers whose job classifications are covered by this Agreement within ten (10) working days of the date of hire. Also, the Village shall notify the Union, within the same ten (10) working day time period, of any change of status that results in part-time Police Officers becoming full-time Sworn Police Officers.

4.5 Dues Checkoff and Fair Share Deductions

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

For any employee who chooses not to become a member of the Union and have the standard and ordinary Union Dues deducted from his or her salary, the Union shall provide the Village with written notice to regularly deduct a Fair Share fee from the salary of such employee and to transmit this Fair Share fee to the Union. The Union will provide the Village with such notice within 30 calendar days after it learns a particular employee chooses not to maintain full membership in the Union. Such Fair Share fee will be established by the Union under the terms and conditions of legislation governing the Fair Share alternative and the established fee shall not exceed the amount of regular Union Dues paid by members of the Union.

When the Village makes such deductions for Union Dues or Fair Share fees and remits these funds to the Union, the Union shall indemnify, hold harmless and defend the Village, its Police Department, its elected officials, agents and employees in any action, complaint or suit or other proceeding which may be

brought under Section 4.5 of this Article, including all attorneys fees or cost of defense.

4.6 Union Representatives and Visitation

The Village recognizes the right of the Union to elect, appoint, or otherwise name up to two Sworn Winthrop Harbor part-time Police Officers as Chapter representatives of the Union. The names of these two Union representatives, along with their designated titles, shall be provided to the Winthrop Harbor Chief of Police or his designee immediately upon the conclusion of the negotiation of this Agreement, or at such other time as the identities of the two Winthrop Harbor Chapter Officers becomes known. Any subsequent changes in the names or titles of these Union representatives shall also be provided to the Chief of Police or his designee as such changes occur.

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

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

The Village shall grant release time with pay during regular working hours for one Union member to participate in contract negotiations for any negotiations that take place after September 1, 2005. However, as many as two members may participate in negotiating sessions, but only one shall be paid at any given time, without interfering with normal Police Department duties. Generally, the two Winthrop Harbor Police who participate in contract negotiations shall be the same individuals who are Chapter Officers of the Union.

ARTICLE V – DISCIPLINARY INVESTIGATION PROCEDURES

5.1 Police Officers' Bill Of Rights

The Village agrees to abide by the Uniform Peace Officers' Disciplinary Act, (50 ILCS 725/1), commonly known as the Police Officers' Bill Of Rights. In the event a Sworn Police Officer covered by this Agreement has reason to believe that the Village has violated the Uniform Peace Officers' Disciplinary Act, he or she will have the opportunity of filing a Grievance under the terms of this Agreement or, separately, filing an action in a court of law. The Village further agrees to abide by all applicable legal requirements under appropriate State and Federal legislation concerning the right of employees to refuse to submit to oral or written investigatory interviews without Union representation where the employee reasonably believes that such interviews might result in disciplinary action.

5.2 Investigation Conduct

Whenever a Sworn Winthrop Harbor part-time Police Officer or Officers covered by this Agreement becomes the subject or subjects of a disciplinary investigation conducted by Department personnel, any and all interrogations of such subjects shall be conducted in the following manner:

5.3 Time Of Interrogations

Any interrogations of Winthrop Harbor part-time Police Officers shall be conducted at reasonable times, preferably while a given Officer is on duty, and preferably during daylight hours.

5.4 Identity Of Interrogators

Prior to an interrogation, any Winthrop Harbor part-time Police Officer who is the subject of an investigation shall be advised as to whether he or she is being subjected to an informal inquiry or a formal interrogation. The Officer under investigation shall be informed of the identity of the person in charge of the investigation, the interrogation Officer and the identities of all persons present during the interrogation. All questions directed to the Officer who is the subject of the investigation shall be asked by one and only one interrogator.

5.5 No Anonymous Complaints

No anonymous complaints, whether made by private citizens, Winthrop Harbor Police Department personnel, or representatives of other Village, County, State or Federal agencies, shall result in either informal inquiries or formal interrogations of Sworn Winthrop Harbor part-time Police Officers covered by this Agreement, without further substantiation.

5.6 Written Charges

Immediately prior to commencing either an informal inquiry or a formal interrogation, any Winthrop Harbor part-time Police Officer or Officers under investigation shall be informed in writing of the nature of any and all charges or complaints and the names of any and all complainants.

- a) That an Officer be apprised of any documentation, completed and/or done relative to any anonymous complaint.

5.7 Length Of Interrogations

The length of time allotted to the conduct of interrogation sessions shall not exceed the length of time an Officer would normally work in any one shift. Also, such interrogations shall be structured so as to allow the Officer under investigation appropriate break time for personal necessities, meals, telephone calls and rest.

5.8 No Threats Or Promises

No part-time Winthrop Harbor Police Officer covered by this Agreement shall, as part of an interrogation procedure, be threatened with suspension, dismissal or other disciplinary action, nor shall such Officer be promised a salary increase or other reward in exchange for information relating to a pending investigation.

5.9 Officer's Written Statements & Reports

Any Officer under investigation shall be provided, within ten (10) working days of the date that any informal inquiry or formal interrogation is commenced, with a copy or copies of any written statement or statements he or she has made regarding the matter under investigation. This section shall also apply to such Police Department documents as "To-From" reports, case reports, shift reports, arrest reports, traffic tickets, and any and all other Police Department documents that the Officer in question prepared, signed or submitted in connection with the matter being investigated.

5.10 Notification of Officer's Rights

If any investigation of an Winthrop Harbor part-time Police Officer indicates that suspension or termination of that Officer is probable, the Officer under investigation shall be advised of his or her rights to be represented by the Union, or the Union's legal counsel, or legal counsel of the Officer's own choosing, prior to commencement of any formal inquiry or formal interrogation. If any investigation of a Winthrop Harbor part-time Police Officer indicates that

criminal prosecution of that Officer is probable, the Officer shall be given notification of his or her rights against self-incrimination prior to commencement of any informal inquiry or formal interrogation.

5.11 Legal Counsel Rights and Responsibilities

Any Officer who is advised that he or she will be subjected to either an informal inquiry or a formal interrogation shall have the right to be represented by the Union, or the Union's legal counsel, or legal counsel of the Officer's own choosing at such proceeding. Any such informal inquiry or formal interrogation shall be suspended for seven (7) weekdays, or such other reasonable amount of time until adequate representation for the Officer can be arranged.

Further, in the event an officer discharges a firearm and a citizen or other officer is wounded or killed, the Union shall be notified immediately and it shall promptly supply legal counsel to represent the interests of the officer in any investigation springing from or touching upon the discharge of the weapon.

5.12 No Media Exposure

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

5.13 No Compelled Testimony

The Village/Union agree that an Officer under investigation shall be compelled to speak, give information to, be questioned by, or testify before the Village of Winthrop Harbor or the Village of Winthrop Harbor Police Department, but not to any non-governmental agency relating to any matter or issue under investigation.

5.14 Investigation Time Limits

All Village and/or Police Department investigations of Winthrop Harbor part-time Police Officers who are accused of misconduct or violations of Village ordinances or Police Department rules and regulations shall be limited to sixty (60) calendar days from the dates such investigations are initiated to the dates that charges are formally filed or such investigations are terminated without charges being filed. At the end of 60 days, any investigatory findings shall be disclosed to the Officer under investigation. However, the 60-day time limit may be extended on a day-for-day basis to reflect any days that the Officer under investigation was not working for reasons of absenteeism, vacation, sickness, disability, bereavement or other normally recognized reasons for absence.

5.15 Eligibility For Grievance Procedure

If any of the steps outlined in Article V, Disciplinary Investigation Procedures, shall be violated by either the Village or the Police Department, such violations shall be subject to the Grievance Procedure as described in Article VI of this Agreement.

ARTICLE VI – GRIEVANCE PROCEDURE

6.1 Purpose And Filing Deadlines

It is the purpose of this Grievance Procedure to resolve as promptly and as expeditiously as possible any allegations by the Union and/or its members of any misinterpretation of misapplication of the terms of this Agreement. Any Grievance filed under the terms of this Article must be initiated not later than thirty (30) calendar days after the occurrence of the event that prompts the Grievance, or, if the Grievance describes an ongoing situation, it must be filed not later than 30 calendar days after the underlying situation becomes known to either the Union or the member or members who file the Grievance.

6.2 Definitions

- (1)** GRIEVANCE shall mean an allegation by the Union or by an affected employee that there has been a violation, misinterpretation or misapplication of any provision of the Agreement.
- (2)** Any employee covered by this Agreement may be represented by a Union official, staff representative, on-site representative or attorney at any meeting, hearing, or appeal relating to a Grievance which has been formally presented.
- (3)** The President of the Union or the appropriate designee shall be advised of any meeting, hearing or appeal relating to a Grievance which has been formally presented and a representative of the Union shall have the right to attend and participate in any such meeting, hearing or appeal.
- (4)** The failure of the Grievant to act on any Grievance within the prescribed time limits articulated elsewhere in this Article will act as a bar to any further appeal within this Grievance Procedure. If the Village's designated representative shall neglect to proceed to render a decision within the time limits, the Grievance may be advanced to the next step of the Grievance Procedure. Time limits, may, however, be extended by mutual agreement.
- (5)** The term "Working Days," as it applies to the Grievance Procedure described in this Agreement, shall mean Monday through Friday except vacation periods or other days in which bargaining unit members are excused from working.

6.3 Procedures

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

STEP 1. If the informal process with the immediate supervisor shall fail to resolve the problem, the Grievance may be formally presented in writing to the Chief or Deputy Chief. The filing of the formal written Grievance at this step must be within thirty (30) working days of the date of the occurrence giving rise to the Grievance or from the date when the Grievant might reasonably have become aware of the incident or situation that results in the filing of the Grievance. Upon receipt of the formal written Grievance, the Chief or Deputy Chief will arrange for a meeting to be held within ten (10) working days to review the Grievance. The formal Grievance shall clearly identify all Grievants, summarize all relevant facts, identify all provisions of the Agreement allegedly violated, and describe the remedy which is requested. The Village representative shall provide a written answer to the Grievant (with a copy to the Union if the Union is not the Grievant) within ten (10) working days of the meeting. The answer shall include the reasons for any decision contained in the Village's response to the Grievance.

STEP 2. If the Grievance is not resolved at the preceding step, the Union may refer it to the Mayor or the Mayor's designee by filing the same in writing within ten (10) working days of receipt of the answer from the previous Chief of Police level. The Mayor or his designee will arrange for a meeting to be held within the ten (10) working days of such referral to review the Grievance. Each party shall have the right to include in its presentation such witnesses as it deems necessary to develop facts pertinent to the Grievance. A written answer, including reason(s), shall be provided to the Grievant within ten (10) working days of the meeting provided for in this paragraph. In the event the Grievance arises from a decision or action made by the Mayor or Board of Trustees, the Grievance may be initiated at Step 3 provided the time limits set forth in Step 2 are adhered to.

STEP 3. If the Grievance is not resolved at the Mayoral level, the Union may submit it to binding arbitration, provided written notice indicating such is filed with the Mayor's office within fifteen (15) working days of the answer rendered by the Mayor's office, or if no answer is filed, within fifteen (15) working days of the last day on which such answer was due. The following procedures shall apply in all Step 3 Grievance arbitrations:

(a) The Union shall promptly request the Federal Mediation and Conciliation Service ("FMCS") to provide a panel of five (5) qualified Arbitrators. Each party retains the right to reject one (1) panel in its entirety and request that a new panel be provided by FMCS. Each party retains the right to request that any panel be composed only of members of the National Academy of Arbitrators. Both the Village and the Union shall have the right to alternately strike names from the panel, with a coin flip determining the party who strikes the first name. The person remaining on the panel shall be the arbitrator.

(b) The arbitrator selected shall be notified and shall be requested to set a time and place for the hearing, subject to the availability of the Union and Village representatives.

(c) The Village and Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and Union retain the right to employ legal counsel.

(d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

(e) More than one grievance may be submitted to the same arbitrator where the parties mutually agree in writing.

(f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and the ethically appropriate fees and expenses involved with any witnesses and exhibits.

(g) The arbitrator shall have no right 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, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine only the issue(s) raised by the grievance as submitted in writing at the Second Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of Federal or State administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this subsection shall be final and binding upon the Village, the Union and the employees covered by this Agreement.

ARTICLE VII – DISCIPLINE AND DISMISSAL

7.1 Employee Security

Sworn part-time Police Officers covered by this Agreement shall not be relieved from duty, suspended, discharged, or disciplined in any manner without the Village or the Command Level of the Police Department having first established just cause.

7.2 Police Commission Notices

Any reprimands, suspensions, proposed terminations or other disciplinary actions brought by the Village or the Command Level of the Police Department against any Officer covered by this Agreement, and which require adjudication by the Winthrop Harbor Board of Trustees, shall not be considered valid unless the accused Officer or Officers and the Union have been provided with specific details of charges as well as the names of any and all witnesses who may be called to testify against the accused. Such information shall be provided not later than ten (10) days prior to the start of the relevant Board of Trustees Hearing. For the purposes of this paragraph and all matters related to it, the parties stipulate and agree that the Board of Trustees is an administrative agency as defined in the Illinois Administrative Review Act (735 ILCS 5/3-101, et. seq.) and that its rulings are subject to appeal to the Circuit Court as provided for in that Act.

7.3 Performance Evaluation & Discipline

No Sworn Part-time Officer covered by this Agreement shall be required to submit to a Village or Police Department Performance Evaluation without first being given the opportunity to meet with the appropriate supervisor and being allowed to examine and inspect the evaluation document. Further, any Officer undergoing an evaluation shall have the opportunity of indicating his or her approval or disapproval of the evaluation by marking an appropriate "Approval" or "No Approval" box on the evaluation form and placing his or her signature near the box. Additionally, any reprimand, suspension or other disciplinary action that results from a Performance Evaluation must be levied against the Officer in accordance with the relevant and applicable provisions of Articles V, VI and VII of this Agreement.

7.4 Access To Personnel Files

Personnel files kept by the Village on all part-time Sworn Police Officers shall be regarded as confidential and information contained in these files shall not

be made available to public or private agencies or to the news media or to credit reporting services or other such agencies without the express consent of the Officer involved, unless otherwise required by law. Also, individual Officers shall have reasonable access to their own individual personnel files at least once each calendar year upon prior written notice to the Chief of Police or his designee. The Village agrees that such access to personnel files will be granted not more than thirty (30) calendar days after the initial written request is submitted. Officers may make copies of any such materials contained in these files. Further, individual Officers shall have the right to have any derogatory or negative information about themselves purged and removed from these files if (1), the information is at least eighteen (18) months old and (2), any offenses, errors, infractions or violations described in these personnel file materials have not been repeated in the ensuing eighteen (18) months.

Officers will not be required to indicate any specific reasons why they may want to review their personnel files and make copies of the materials therein, but if any State of Illinois statutes or Federal law holds that certain specific materials in such files need not be made available to individual Officers, then such materials may be withheld by the Village.

7.5 Disciplinary Sequence

The typical disciplinary sequence for any employee covered by this Agreement shall be: (1) Verbal Warning; (2) Written Warning, with a copy to the employee's personnel file; (3) Suspension; (4) Dismissal.

Disciplinary action, up to and including termination of employment, shall be for a violation of a Village ordinance, or County or State or Federal law, or for a violation of Police Department policy or rules and regulations, so long as such rules and regulations have previously been reduced to writing and distributed to, posted or otherwise made available to all part-time Winthrop Harbor Police Officers covered by this Agreement. Any such disciplinary action shall be administered in a timely and progressive manner except that suspension or

dismissal may result as the first step in the disciplinary procedure depending on the circumstances and severity of the offense.

Any part-time Winthrop Harbor Police Officer covered by this Agreement is entitled to Union representation at any meeting or hearing called for the specific purpose of disciplining the employee. If a non-disciplinary meeting turns into a disciplinary meeting, the employee is entitled to recess the meeting until Union representation can be obtained before continuing with any such disciplinary meeting.

- A. The following will be the procedures for all discipline (suspension, removal or discharge) to be levied against police officers of this bargaining unit.

If the Chief of Police suspends a part-time officer for a period of less than five (5) days or less, the affected police officer shall have the right to appeal said suspension before the President and Board of Trustees of the Village of Winthrop Harbor. Said appeal must be tendered to the Mayor of said Board of Trustees within five (5) working days as to the notice of appeal.

If the Chief of Police recommends a suspension of more than five (5) days, or a discharge/termination of said part-time police officer, charges must be filed before the Mayor or the Board of Trustees, as well as served on the part-time officer in question.

As to the Board hearing on appeal, or hearing, as to the charges filed before the Board, the panoply of rights noted in 65 ILCS 5/10-2.1-17 will be applicable to the part-time police officer, with the exception of the matter shall not be heard before the Boards of Fire and Police Commissioners of the Village of Winthrop Harbor; as well as any decision of the President and Board of Trustees will not be reviewable under the Administrative Review Act, 735 ILCS 5/3-101. *et seq.*

7.6 Discipline and Dismissal Circumstances

Suspension and/or dismissal of a non-probationary Officer shall occur only for reasonable and just cause.

7.7 Conference

Except when detrimental to the general welfare of the Village, any employee covered by this Agreement shall have the opportunity, prior to suspension or dismissal, to have Union representation at a conference with the Chief of Police or his designee and at that time, to have full opportunity to review the allegations or reasons for suspension or dismissal and to have ample opportunity to rebut such allegations or reasons. This section shall apply only to disciplinary matters that have not been brought under the jurisdiction of the Winthrop Harbor Board of Trustees for suspensions of (5) five days or less.

7.8 Dismissal

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

ARTICLE VIII – SENIORITY

8.1 Definition Of Seniority

The Police Department level of seniority shall apply to all part-time Winthrop Harbor Police Officers whose original date of hire was as a part-time Police Officer. In any case, Police Department seniority shall date from the employee's earliest date of continuous employment as a Sworn Winthrop Harbor part-time Police Officer.

Police Department seniority shall be used to determine the status of individual Police Officers in matters of shift scheduling and transfers within the Police Department, reduction in force, opportunities to bid for specific shift assignments, training opportunities, and such other matters that may arise from time to time and which may require a fair and equitable means of choosing one employee over another.

8.2 Hiring Date Conflicts

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

8.3 Seniority List

The Village agrees to prepare a Seniority List on an annual basis, not later than December 31st of each year, and to provide the Union with a copy of such list, which the Union may then post on its Union bulletin Board. In the event of errors or disputes over names or dates appearing on the Seniority List, the Union will call these matters to the attention of the Village as they arise. As new Sworn part-time Police Officers are hired or as others leave the employ of the Village, their names shall be added to or removed from the Seniority List not later than 30 days from the date of such changes. The Village agrees to provide the Union with such updated Seniority Lists as they become available.

8.4 Probationary Period Seniority

All newly-hired Sworn part-time Police Officers shall be considered probationary employees until they successfully complete a probationary period

of twelve (12) months from the date of hire. Seniority among probationary Officers shall not apply until after they complete their probationary period, in which case they shall then be deemed to have accrued one year of seniority with the Police Department. The probationary period can be extended for one six (6) month period only, at the sole discretion of the Chief of Police.

8.5 Seniority And Reduction In Force

If a reduction in force does become necessary, it shall be implemented following the principle of reverse seniority, meaning the last part-time Sworn Police Officer hired shall be the first to be laid off or terminated.

Further, any Officers removed from the force as a result of this procedure shall be subject to recall for a period of two (2) years before any new employees are hired to replace them.

Notwithstanding the foregoing provisions of this section, it is agreed that continuity of service is a prerequisite for continued status as an officer on the force. For that reason, an officer is required to work a minimum of 16 hours per month in order to maintain his or her status as an active member of the force. Any officer that fails to work 16 hours a month is subject to being moved to the inactive list by the Chief of Police. Any officer on the inactive list may be discharged from the force by the Chief as a non-disciplinary matter.

Concurrently with the adoption of this Agreement, the Chief of Police shall provide the Union with a list of officers that will be immediately notified of their placement on the inactive list.

8.6 Seniority And Transfers

The Village agrees that the Chief of Police will, in the exercise of his sound discretion, consider seniority and status as a part-time officer in allowing Officers to put in their bids for transfers to other assignments or duties or

positions that become available within the Department. Other factors that may be considered in weighing such bids include education, training, prior experience and job performance. Whenever any such positions, duties or assignments become available, notice of such openings shall be posted in a conspicuous location within the Department, including the Union Bulletin Board, and all Officers covered by this Agreement shall be eligible to bid on them. The final authority for filling such openings shall reside with the Chief of Police or his designee. The employer agrees not to remove officers in the positions of detective, evidence technician, gang crime specialist, K-9 or field training officer for reasons which are arbitrary and capricious. The Chief of Police shall also consider, in the exercise of his sound discretion, the availability of part-time officers for assignments to specialty units when their skills and performance is more suitably matched to the assignment when compared to available part-time officers.

8.7 Seniority, Shift Scheduling And Days Off

The Village agrees that seniority will be one of the determining factors in allowing Officers to bid on or otherwise select the shifts they will work and the days they will be off. Other factors in making such determinations may include education, training, prior experience and job performance. The final authority for making such determinations shall reside with the Chief of Police or his designee and shall reflect the overall staffing needs of the Department.

Shift scheduling will be offered equally to all part-time bargaining unit members for each scheduled period.

8.8 Seniority and Rescheduling (Trading) Of Shifts

The Village agrees that regularly scheduled shifts and regularly scheduled days off may periodically be voluntarily traded between individual Officers without regard to seniority, to the extent practicable, except regarding special assignments and emergency situations. In such instances, both Officers

involved in a given shift trade must notify the Chief of Police or his designee of the starting time of the shift being traded. Also, such voluntary shift rescheduling must be reciprocal so that the Village will not be obligated to compensate either Officer at an overtime rate, unless the original shift being traded was to have been an overtime shift. This provision is subject to the discretion of the Chief of Police or his designee to ensure adequate staffing and experiential levels of the staff on duty at any and all times.

ARTICLE IX --EMPLOYMENT PRACTICES & PROCEDURES

9.1 Court Time Compensation

The Village agrees that all part-time sworn police officers will be compensated for court appearances to include jury trials at the minimum rate of (2) two hours at the Officers regular rate of pay unless they have reached the overtime threshold (40 hours in a workweek) then the Officer would be paid at 1 ½ times their regular rate of pay. This is applicable if the appearance is scheduled at a time that the officer would not normally be working. Compensation in excess of the minimum will be calculated on the basis of the time that the officer is actually, physically present in a courthouse, on call or testifying; and no travel time, beyond that required to travel from the police station to the court and back, will be granted except in unusual circumstances with the prior approval of the Chief of Police.

9.2 Residency Requirement

The bargaining unit and the Village of Winthrop Harbor agrees to allow all Police Officers to live outside of the Village limits of Winthrop Harbor.

9.3 Uniforms

The Village shall provide each sworn Winthrop Harbor part-time Police Officer with an annual uniform allotment based upon the number of hours worked in the

calendar year. **This allotment will be given to each Officer on June 1st, of each calendar year.**

40 -	500 hours	- \$250.00
501 -	1,000 hours	- \$350.00
1,001 -	1,560 hours	- \$400.00

The Village agrees to provide each Officer with a new body armor vest and vest carrier once every five (5) years. If an Officer has a vest from another Police Department, he will not receive one from the Village of Winthrop Harbor. The Officer may upgrade the body armor vest supplied by the Village, providing he pays the difference in price. To be eligible for a vest, an officer must not be on the inactive list as defined in section 8.5 hereinabove. **The Officer must receive the vest within thirty (30) days after the vest expires.**

During the first year of employment the Officer will receive an initial uniform issuance and therefore the Officer is not eligible for the annual uniform allotment.

The part-time Officer working in the capacity of a detective will receive an additional \$100.00 above the normal uniform allowance.

9.4 Overtime Compensation

Part-time Sworn Police Officers may be required to work overtime in both emergency and non-emergency situations. In either case, overtime shall be duly authorized and approved by an Officer of at least supervisory rank, if not higher. Officers required to work overtime shall be compensated for such time at the rate of one and one-half (1.5) times the regular rate of pay. Overtime is defined as any work in excess of eighty (80) hours in a two (2) week period and shall be earned in minimum increments of thirty (30) minutes each. Overtime shall be paid along with regular-time compensation in the Officers' regularly scheduled paychecks.

9.5 Rules, Regulations, Policies And Procedures

The Village agrees that within sixty (60) days following the signing of this Agreement, the Chief of Police or his designee will prepare and distribute to all covered Officers, copies of all Village and Police Department Rules, Regulations, Policies and Procedures that pertain to Police work and the specific duties of Sworn Winthrop Harbor part-time Police Officers. Officers will sign a cover sheet indicating that they have received the materials. If an Officer requires an additional copy of these materials, or if subsequent updating of these materials becomes necessary, he or she may use the Department's copy machine for this purpose. It is understood that by distributing copies of such written Rules, Regulations, Policies and Procedures that guide their daily activities, that a higher level of professionalism in Police work will be realized. However, in the event that any existing Rule, Regulation, Policy or Procedure directly conflicts with the Articles or Sections of this Agreement, this Agreement shall take precedence over the existing Village Rules, Regulations, Policies and Procedures.

ARTICLE X – HOLIDAYS AND LEAVES

10.1 Holidays

- (a) Part-time Police Officers receive no Holiday Benefit for Holidays on which they do not work.
- (b) If a part-time Police Officer is scheduled to work a shift which begins on a Holiday listed in the table below, or is called-in to work such shift, the Officer will be paid one and one half (1- ½) times their regular rate for the entire shift, including any authorized and approved extension thereof.
- (c) If a part-time Police Officer works a shift which begins on a date other than a listed Holiday, the Officer will be paid at his/her regular rate for the

entire shift, including any authorized and approved extension thereof, and including any portion of the shift or extension which may literally fall on the listed Holiday date.

(d) Pertinent to all Police Department employees, including those subject to this Agreement, this Section shall be applicable to the actual dates on which the listed Holidays fall. The Village's practice of celebrating weekend holidays on the Friday prior or Monday following is not applicable to Police Department employees.

(e) Following are the listed Holidays applicable to this Agreement:

New Year's Eve day	Independence Day
New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day

ARTICLE XI – HEALTH & WELFARE BENEFITS

11.1 Medical/Hospitalization/Life/Dental Insurance

This section is open for negotiations throughout the term of this Agreement.

11.2 Death Benefits

Any part-time officer who dies during the course of the officer's duties will receive all benefits afforded him by State and Federal Law.

11.3 Ongoing Professional Training

The Village agrees that all part-time Sworn Police Officers covered by this Agreement shall be eligible to participate in professional training and upgrading

programs and shall be encouraged to do so. These ongoing professional training programs shall cover such aspects of Police work as weapons handling, radio room work, investigative techniques and the like and, in all cases, employees who participate in such training shall be paid at their regular rates of pay and, where appropriate, at overtime rates of pay. Further, the Village agrees that at least two (2) times each year, each Officer shall participate in a firearm practice training session with all costs for range fees and ammunition which will be paid for by the Village, unless the Officer has trained and qualified successfully at another Law Enforcement Agency.

Police Officers who travel outside Winthrop Harbor for any such professional training will be supplied with a Police Dept. vehicle to attend professional training, or if using their own vehicle, will be reimbursed the current per mile fee, as determined by the Internal Revenue Service (IRS), unless the Officer(s) elect to utilize their personal vehicle. In the event training is in excess of 30 miles from the Winthrop Harbor Police Dept. the Officer will be given a per diem, of \$10.00 daily. When training requires overnight lodging, the Village will pay for lodging and also a \$30.00 daily per diem.

ARTICLE XII – BASE SALARY LEVELS & PREMIUM RATES

Base Salary Levels and Premium Pay Rates are as follows:

In the First Year of the term of this Agreement, which shall commence and be retro-active to September 1, 2017, Officers in the following years of service with the Village shall be paid at the following rates:

FIRST YEAR BASE SALARY LEVELS

	Hourly
1st Year of Service	\$17.75
2nd Year of Service	\$18.93
3rd Year of Service	\$20.71
4th Year of Service	\$21.89
5th Year of Service	\$23.66

The five Base Salary Steps listed above shall be the necessary steps to reach the top Base Salary for part-time Sworn Police Officers during the First Year of the term of this Agreement. For individual Officers, years shall be computed from anniversary date to anniversary date.

During the Second Year of the term of this Agreement, which shall commence September 1, 2018, Officers in the following years of service to the Village shall be paid at the following rates:

SECOND YEAR BASE SALARY LEVELS

	Hourly
1st Year of Service	\$18.11
2nd Year of Service	\$19.31
3rd Year of Service	\$21.12
4th Year of Service	\$22.33
5th Year of Service	\$24.13

During the Third Year of the term of this Agreement, which shall commence September 1, 2019, Officers in the following years of service to the Village shall be paid at the following rates:

THIRD YEAR BASE SALARY LEVELS

	Hourly
1st Year of Service	\$18.47
2nd Year of Service	\$19.70
3rd Year of Service	\$21.54
4th Year of Service	\$22.78
5th Year of Service	\$24.61

NOTE: The Village further agrees that there shall be 26 pay periods per year with the standard paydays being every second Friday.

ARTICLE XIII – MISCELLANEOUS WORKING CONDITIONS

13.1 Equipment Safety

The Village agrees that no unsafe or improperly maintained or non-functioning equipment, including patrol cars, radios, computers, lights, sirens and other equipment that is in regular use, shall be assigned to Officers covered by this Agreement. Officers will not be requested or be allowed to use their personal vehicles during the course of their police duties. (surveillance etc.)

13.2 Officer Deployment & Shift Scheduling

It shall be the right and responsibility of the Chief of Police or his designee to deploy Officers covered by this Agreement to various details and assignments and to provide the necessary equipment and Department vehicles. Shift

schedules will be made monthly and shifts will be scheduled in a fair and equitable manner by the Chief or his designee and published online no later than two (2) weeks prior to the start of a shift.

13.3 Drug Screening

All applicants for employment as Village of Winthrop Harbor part-time Police Officers shall be required to take and pass a standardized drug screening process before being hired by the Village. Testing of such applicants shall be done according to State of Illinois and/or Federal guidelines and statutes, and shall be performed specifically according to the terms and conditions of the Illinois Controlled Substances Act, 720 ILCS 570/101. Non-probationary Officers shall not be required to submit to random drug testing, however such Officers may be required to submit to drug testing following auto accidents, weapons discharges and such other circumstances as are codified in State statute.

13.4 Grooming

The parties have executed a side letter as a trial process in certain liberalized grooming practices.

13.5 Part-Time Detective

If there is a part-time Detective, he will be assigned a police vehicle when on or off duty. Detectives will be considered on call at all times including off duty. According to the IRS code this is not considered a benefit, therefore the detective will not be taxed.

ARTICLE XV – SEVERABILITY

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

ARTICLE XVI – ENTIRE AGREEMENT

This Agreement constitutes the complete and entire Agreement between the parties. This Agreement supersedes and cancels all prior practices and Agreements, whether written or oral, which conflict with the express terms of this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the parties waive the right to negotiate on any issue whether known or unknown and that the understandings and Agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Before making any changes in working conditions not contained in this Agreement which are mandatory topics of bargaining, the Village shall notify

the Union of its intention to make the proposed changes. Upon such notification, and if requested by the Union, the Village shall meet with the Union and discuss such changes before they are implemented. Any changes made without such notice shall be considered temporary pending the completion of such discussions. If the Union becomes aware of such a change and has not received the necessary notification, the Union will notify the Village as soon as possible and request discussion of such changes if discussion is desired. The failure of the Union to request such discussions shall in no way act as a waiver of any Union rights, stated or implied.

ARTICLE XVII – DURATION

This Agreement shall be effective as of the date the Contract is executed by both parties, with Salary Increases going into effect retroactively to September 1, 2017, and shall remain in full force and effect until 11:59 p.m. on the 31st Day of August, 2020.

Either party may notify the other in writing no less than sixty (60) days prior to the expiration date of this Agreement that it desires to modify or terminate this Agreement.

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

Agreed to, signed and entered into this 6th day of February, 2018

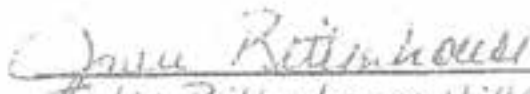
Illinois Council Of Police,


Norm Frese, President


Chapter Representative

Village of Winthrop Harbor,


Dr. Michael Bruno, Mayor


Julie Rittenhouse Village Clerk