

AGREEMENT

Between

Illinois Council Of Police

And

Village of Winthrop Harbor

**Covering Village of Winthrop Harbor Sergeants
September 1, 2017 through August 31, 2020**

INTRODUCTION

This Agreement is voluntarily entered into by and between the Mayor and the Police Commission 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 full-time Sergeants 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 full-time Sergeants.
- 1.2** Membership – As used herein, the term "Sergeant" shall refer to all those persons included in the Collective Bargaining Unit described above.

ARTICLE II – VILLAGE RIGHTS

The Mayor, police commission 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 Lockouts 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 Sergeant 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 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.

4.5 Union Representatives and Visitation

The Village recognizes the right of the Union to elect, appoint, or otherwise name up to two Winthrop Harbor Sergeants 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 takes 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 Sergeants' Bill Of Rights

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

5.2 Investigation Conduct

Whenever a Winthrop Harbor Sergeant 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 Sergeant shall be conducted at reasonable times, preferably while a given Sergeant is on duty, and preferably during daylight hours.

5.4 Identity Of Interrogators

Prior to an interrogation, any Winthrop Harbor Sergeant 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 Sergeant under investigation shall be informed of the identity of the person in charge of the investigation, the interrogation Chief and the identities of all persons present during the interrogation. All questions directed to the Sergeant 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 formal interrogations of a Winthrop Harbor Sergeant 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 Sergeant 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 a Sergeant 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 a Sergeant would normally work in any one shift. Also, such interrogations shall be structured so as to allow the Sergeant under investigation appropriate break time for personal necessities, meals, telephone calls and rest.

5.8 No Threats or Promises

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

5.9 Sergeant's Written Statements & Reports

Any Sergeant 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 Sergeant in question prepared, signed or submitted in connection with the matter being investigated.

5.10 Notification of Sergeant's Rights

If any investigation of an Winthrop Harbor Sergeant indicates that suspension or termination of that Sergeant is probable, the Sergeant 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 Sergeant's own choosing, prior to commencement of any formal inquiry or formal interrogation. If any investigation of a Winthrop Harbor Sergeant indicates that criminal prosecution of that Sergeant is probable, the Sergeant 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 Sergeant 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 Sergeant'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 Sergeant can be arranged.

Further, in the event a Sergeant 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 Sergeant 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 Sergeant under investigation shall be made available to the news media prior to a conviction on criminal charges or prior to a decision being rendered regarding any disciplinary action taken by the Village and reviewed by an appropriate reviewing body, unless otherwise required by law.

5.13 No Compelled Testimony

The Village/Union agree that a Sergeant 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 Sergeants 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 Sergeant under investigation. However, the 60-day time limit may be extended on a day-for-day basis to reflect any days that the Sergeant under investigation was not working for reasons of absenteeism, vacation, sickness, disability, bereavement or other normally recognized reasons for absence.

5.15 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 or 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 2 provided the time limits set forth in Step 1 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

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

7.2 Police Commission Notices

Any reprimands, suspensions, proposed terminations or other disciplinary actions brought by the Village or the Command Level of the Police Department against any Sergeant covered by this Agreement, and which require adjudication by the Winthrop Harbor Police Commission, shall not be considered valid unless the accused Sergeant 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 Police Commission Hearing.

7.3 Suspension Pending Hearing

The Winthrop Harbor Police Commission retains statutory jurisdiction to determine whether a suspension pending a hearing before the Commission are to be with or without pay.

7.4 Performance Evaluation & Discipline

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

Sergeant in accordance with the relevant and applicable provisions of Articles V, VI and VII of this Agreement.

7.5 Access To Personnel Files

Personnel files kept by the Village on all full-time Sergeants 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 Sergeant involved, unless otherwise required by law. Also, individual Sergeants 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. Sergeants may make copies of any such materials contained in these files. Further, individual Sergeants 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.

Sergeants 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 Sergeants, then such materials may be withheld by the Village.

7.6 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 full-time Winthrop Harbor Sergeants covered by this Agreement. Any such disciplinary action shall be administered in a timely and progressive manner except that suspension or dismissal may result as the first step in the disciplinary procedure depending on the circumstances and severity of the offense.

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

- A. The following will be the procedures for all discipline (suspension, removal or discharge) to be levied against Sergeants of this bargaining unit. If the Chief of Police suspends a Sergeant for a period of less than five (5) days or recommends a suspension in excess of five (5) days (including a recommendation for discharge), the affected Sergeant shall have the right to have such action heard before the Board of Police Commissioners (BOPC); or In such a hearing, no discipline may be levied except for just cause following a full and fair hearing in accordance with all provisions of this Agreement, the laws of the State of Illinois and any federal laws that may apply.

In any event, any final administrative decision of the BOPC will be review able under the provisions of the Administrative Review Law (735 ILCS 5/3-101, et seq.) as noted in paragraph 4 of 65 ILCS 5/10-2.1-17 (eff. Nov. 30, 1999).

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 Police Commission, 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 Police Commission. A copy of any such recommendation, along with the supporting allegations or reasons therefore, shall be submitted in writing to the employee, with a copy to the Union, before any such dismissal recommendation can take effect.

ARTICLE VIII – SENIORITY

8.1 Definition Of Seniority

The Village and the Union recognize that there may exist two levels of seniority for a given employee. Any Sergeant covered by this Agreement who was employed by the Village in any capacity other than a Sergeant, on either a part-time or full-time basis, shall be entitled to a Village level of seniority which shall be computed from the employee's original date of hire. The primary purpose for maintaining a Village level of seniority shall be for the determination of pension eligibility.

The Police Department level of seniority shall apply to all full-time Winthrop Harbor Sergeant whose original date of hire was as a Sergeant or, to those Winthrop Harbor employees who transferred into the Police Department from some other Village employment capacity. In either case, Police Department seniority shall date from the employee's earliest date of continuous employment as a full-time Winthrop Harbor Sergeant.

Police Department seniority shall be used to determine the status of individual Sergeants in matters of vacation and shift scheduling, transfers or promotions within the Police Department, reduction in force, opportunities to work overtime, 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. However, in all cases, the seniority rights of full-time Winthrop Harbor Sergeant who have successfully completed their probationary periods shall take precedence over any seniority rights deemed to be held by part-time Sergeants, temporary Sergeants, retired Sergeants who have returned to work on a part-time, temporary or consulting basis, and any other employees who are not full-time Winthrop Harbor Sergeants.

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 Sergeant. 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 Sergeant 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 charges. The Village agrees to provide the Union with such updated Seniority Lists as they become available.

8.4 Accrual And Non-Accrual Of Seniority

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

Seniority shall not accrue during any periods in which an Sergeant is on an unpaid authorized leave of absence or an unpaid disciplinary suspension in excess of thirty (30) days. However, seniority shall continue to accrue during any sick leave or disability leave that an employee may experience, provided that such leave does not exceed twelve (12) months. After 12 months of continuous sick leave or continuous disability leave, employees shall not continue to accrue seniority. However, any seniority such employees have

accrued up to that point shall continue to be carried by the Village in their names. Further, any employees who return to work as full-time Sergeant following extended sick leaves or extended disability leaves shall be entitled to claim and exercise all Police Department seniority they have accumulated up to the point that their seniority ceased to accrue and, upon their return to active duty, the seniority of such employees shall once again continue to accrue.

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

8.5 Seniority And Reduction In Force

If a reduction in force does become necessary, it shall be implemented following the principle of reverse seniority, meaning the last Sergeant promoted shall be the first to be reduced to the rank of Police Officer.

Further, any Sergeants reduced in rank as a result of this procedure shall be subject to recall for a period of two (2) years before any new Police Officers are promoted to replace them.

8.6 Seniority And Vacation Scheduling

Vacations shall be selected and scheduled based on seniority within the Police Department's bargaining unit, except that the Chief of Police or his designee shall function as a tiebreaker in the event two or more Sergeants with comparable levels of seniority choose the same time period or periods for their vacations. If the vacation time is taken in split segments, the first segment is picked by seniority and the second segment is picked after those less senior have selected vacation time.

8.7 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 full time sergeant in allowing Sergeants 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 Sergeants 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 sergeants 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 full-time sergeants for assignments to specialty units when their skills and performance is more suitably matched to the assignment when compared to available full-time or part-time officers.

8.8 Seniority, Shift Scheduling And Days Off

The Village shall establish the days, work hours, work schedules and work shifts for Sergeants, which may be changed from time to time by the Village based upon the operational needs of the Police Department, as determined by the Chief. The Village agrees that seniority shall be the principal factor in allowing Sergeants to bid on the shifts they will work and the regular days they will be off. Shift selections shall begin with the most senior Sergeant picking his/her requested shifts for the entire calendar year. This process will be continued in descending order of seniority to the least senior Sergeant. When selecting their shifts, Sergeants shall be required to keep the same regular days off for the entire year. The Chief will have the right to override and assign shifts based upon the operational needs of the department and based upon unforeseen

circumstances as determined by the Chief. Before a permanent change is made in a Sergeants work day, work hours or work schedule, the Sergeant shall be notified at least thirty (30) days prior to the change becoming effective in order to give the Sergeant and the Union the opportunity to comment on the effect of the change on the employee. Such change shall not be arbitrary or capricious. Nothing in this section shall prevent a Sergeant from voluntarily trading permanent shifts with the approval of the Chief of Police.

8.9 Seniority And Overtime

Scheduled overtime assignments shall be based on Police Department seniority, by utilizing a "sign up" sheet, except if a particular level of training or expertise is required for a particular overtime assignment or detail, that assignment may be granted to a Sergeant of lesser seniority. Unscheduled overtime also shall be based on seniority and, in instances where all available Sergeants have comparable levels of training and expertise, the unscheduled overtime shall first be offered to the most senior Sergeant available. The Department will maintain a continuous rotating seniority list which will be utilized in assigning scheduled and unscheduled overtime. However, a given Sergeant shall have the right to decline to work unscheduled overtime if another Sergeant of comparable training and skill levels is available and indicates a willingness to work the unscheduled overtime. Also, individual Sergeants who exercise their seniority rights in working either scheduled or unscheduled overtime shall be limited to a maximum of forty (40) hours of such overtime in any two-week pay period. Further, no Sergeant covered by this Agreement may be compelled to work more than forty (40) hours of overtime in any two-week pay period, seniority levels notwithstanding.

8.10 Seniority and Rescheduling (Trading) Of Shifts

The Village agrees that regularly scheduled shifts and regularly scheduled days off may periodically be voluntarily traded between individual Sergeants without regard to seniority, to the extent practicable, except regarding special

assignments and emergency situations. In such instances, both Sergeants 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 Sergeant at an overtime rate, unless the original shift being traded was to have been an overtime shift.

ARTICLE IX --EMPLOYMENT PRACTICES & PROCEDURES

9.1 Court Time Compensation

The Village agrees that all Sergeants will be compensated for court appearances to include jury trials at the minimum rate of (2) two hours at the rate of 1 ½ times their regular rate of pay. This is applicable if the appearance is scheduled at a time that the sergeant would not normally be working. Compensation in excess of the minimum will be calculated on the basis of the time that the sergeant 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 agree to allow all Sergeants to live outside of the Village limits of Winthrop Harbor.

9.3 Uniforms

The Village shall provide each Winthrop Harbor Sergeant with an annual allotment of \$800.00 per fiscal year for use by each Sergeant for the replacement of uniforms and other related equipment. The annual allotment of \$800.00 will

be paid on the 1st of June in each year of this Agreement. The Village agrees to provide each Sergeant with a new body armor vest and vest carrier, once every five years. The Sergeant may upgrade the body armor vest supplied by the Village of Winthrop Harbor, providing he pays the difference in price.

The parties to this agreement accept the research findings of the National Institutes of Justice and that all body armor designed for police usage becomes obsolete and should be replaced after five (5) years of daily usage.

ARTICLE X – HOLIDAYS AND LEAVES

10.1 Holiday Benefit

(a) The Village agrees that all Sergeants will be paid eight (8) hours of Paid Holiday Benefit at straight time, for each of the Holidays listed in the table below. This Paid Holiday Benefit is payable whether or not the Sergeant actually works on the listed Holiday.

(b) The Sergeant may opt to bank these eight (8) benefit hours for use at a later date, or to use these eight (8) benefit hours to take the listed Holiday off when it falls on their regularly scheduled work day, subject to approval by the Chief of Police.

(c) If a Sergeant works a shift which begins on a listed Holiday, the Sergeant will be paid at a rate of one and one half (1- ½) times their regular rate of pay for the entire shift, including any authorized and approved extension thereof.

(d) If an Sergeant works a shift which begins on a date other than a listed Holiday, the Sergeant 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.

(e) 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.

(f) 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
Good Friday	Thanksgiving
Memorial Day	Christmas Eve Day
	Christmas Day

10.2 Paid Personal Time Benefit

Upon completion of the first year of full-time service to the Village and the Department, and upon completion of each subsequent year thereafter, the Village agrees that all Sergeants shall receive sixteen (16) hours of Paid Personal Time Benefit.

The Paid Personal Time Benefit may be used at the discretion of the Sergeant for personal reasons. Notice shall be made to the appropriate supervisor by the Sergeant requesting to use this benefit.

Additionally, the Village agrees that Paid Personal Time may be used in conjunction with regularly scheduled time off, vacation time or on any other scheduled on-duty time.

10.3 Paid Sick Leave Benefit

Paid Sick Leave Benefit accrues for all full-time employees at the rate of one day for each month worked. This benefit may accrue up to a maximum of two hundred forty (240) days.

Paid Sick Leave Benefits may be used in the event of illness, required surgery or non work-related injury of the employee or employee's immediate family only. Accrued Paid Sick Leave Benefits may not be taken as pay or otherwise cashed in under any circumstances other than as provided for in this section.

Requests for use of the Paid Sick Leave Benefit under the conditions listed below must be accompanied by a physician's statement acceptable in form to the Village.

1. Greater than three (3) consecutive work days
2. For work day or days scheduled before or after a Holiday or vacation day

Paid Sick Leave Benefit may be used for doctor and/or dentist appointment for the employee only. It is not applicable for this purpose with regards to spouse, children or any other person.

Employees are not eligible to use Paid Sick Leave benefits to supplement any other benefits received by the employee from any source.

On and after the 10th anniversary of a full-time employee's employment, he or she may elect to transfer up to 96 hours of accrued and unused sick leave per year of employment to an established VEBA account. Additionally, upon the retirement of a full-time officer (including those promoted to sergeant), and after

his or her having completed 20 years of service with the employer, the officer shall be eligible to transfer an additional 240 hours of accrued and unused sick leave into the said VEBA account. The overall maximum number of hours banked in such a VEBA account shall be 1,200 hours. The VEBA account shall be established and administered by an outside vendor chosen by a majority of the bargaining unit members. The Union and the Employer shall cooperate as necessary in the establishment of the VEBA account. Once the VEBA account is established, the Employer shall implement the deposit of employee assets into the account. Such assets shall be identified by the employees from funds made eligible for this purpose pursuant to the provisions of this paragraph.

10.4 Bereavement Leave

Up to (3) three days leave with pay shall be granted in the event of a death of an immediate family member, spouse, child or step/child, mother, father, brother, sister, step/father, step/mother, grandparent, grandparent, grandchild, mother-in-law, father-in-law, step/brother or step/sister.

10.5 Jury Duty Leave, Court Leave

Any full-time Sergeant covered by this Agreement who is summoned as a witness in a job related, criminal or civil Court proceeding or is summoned and reports for jury duty shall be granted leave to fulfill such duty. The Village shall compensate any Sergeant who is required to serve as a juror or participate in a Criminal or Civil Court proceeding at his or her regular rate of pay, assuming such Court or Court-related appearance takes place when the Sergeant would have been scheduled to work. The Sergeant shall present proof of such service to the Chief of Police or his designee. Any fees or expense reimbursements that are paid to the Sergeant for such duty shall, in turn, be paid by the Sergeant to the Village.

10.6 Military Leave

Military leave shall be granted in accordance to applicable state of Illinois and federal law.

10.7 Parental Leave

It is agreed that both the Village and Union will abide by the FMLA provisions.

ARTICLE XI – VACATION LEAVE

11.1 Earned Paid Vacation Requirements

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

* Over 1 Year Service	5 Work Days Vacation
* Over 2 Years Service	10 Work Days Vacation
* Over 3 Years Service	11 Work Days Vacation
* Over 4 Years Service	12 Work Days Vacation
* Over 5 Years Service	13 Work Days Vacation
* Over 6 Years Service	14 Work Days Vacation
* Over 7 Years Service	15 Work Days Vacation
* Over 8 Years Service	16 Work Days Vacation
* Over 9 Years Service	17 Work Days Vacation
* Over 10 Years Service	18 Work Days Vacation
* Over 11 Years Service	19 Work Days Vacation
* Over 12 Years Service	20 Work Days Vacation
* Over 13 Years Service	21 Work Days Vacation
* Over 14 Years Service	22 Work Days Vacation
* Over 18 Years Service	25 Work Days Vacation

*Years shall be computed from anniversary date to anniversary date.

Vacations must be selected by the 10th of month and sixty (60) days prior to the vacation.

Vacation days will be awarded on the Sergeants anniversary date of each year.

Each paid vacation day shall be computed at the rate of eight hours of the Sergeant's regular rate of pay for the year in which the vacation days are taken.

Vacation days must be taken in the year in which they are earned. However, if vacation scheduling conflicts or other circumstances have prevented a given Sergeant from taking all the paid vacation days he or she was entitled to in a particular year, that Sergeant shall be paid for any unused vacation days in his or her final paycheck of the year, with the option to carry over (5) five vacation days into the following year.

A Sergeant will be eligible to use two (2) of the Sergeant's accumulated unused vacation time as personal days subject to Section 10.2 of this Agreement, with the approval of the Chief of Police, provided that the Chief may fill any vacancy caused thereby with part-time officers to avoid payment of overtime.

ARTICLE XII – HEALTH & WELFARE BENEFITS

12.1 Medical/Hospitalization/Life/Dental Insurance

No premium increase for Sergeants who stay "In Network." The Employer will work with the Sergeants to establish and operate a health incentive program, which provides cash awards to sergeants who improve or maintain a healthy lifestyle and meet appropriate physical fitness guidelines.

12.2 Disability And Worker's Compensation

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

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

12.3 Winthrop Harbor Police Pension Plan

The Village of Winthrop Harbor, in conjunction with the Board of Trustees of the Winthrop Harbor Police Pension Fund, is required by Illinois statute to maintain and administer a Pension Plan for its Police, to regularly deduct uniform, mandated employee contributions to this Pension Plan, and to make Village contributions to this Pension Plan on behalf of all Winthrop Harbor Sergeant

covered by this Agreement who meet certain requirements, including vesting requirements, of both the Pension Plan and the State law that governs it.

In that Illinois law requires that such Police Pension Plans routinely issue accurate and audited financial reports to their covered members, and in that the Village of Winthrop Harbor desires to comply with Illinois law, and in that the Village recognizes that Winthrop Harbor Police have every right to be made aware of such financial considerations as fund balances, profits and losses on fund investments, loans that the fund may make from time to time, and details of elections of Pension Plan Board members, the Village, in cooperation with the Board of Trustees of the Winthrop Harbor Police Pension Fund, agrees to maintain a program of full disclosure of any and all Pension Plan information and data, including audited Annual Reports, to those Winthrop Harbor Police whose deferred salaries and employee contributions make up the Pension Plan's reason for existence.

12.4 Winthrop Harbor Police Pension Board Training

In that Illinois law requires that such Police Pension Plans have active duty Sergeants serve on the Winthrop Harbor Police Pension Fund and attend required annual training. The Chief or his designee elects to allow all full-time Sergeants to attend required training that is deemed authorized absence thereby fulfilling a work-related function. All full-time Sergeants given permission to attend the required training will not have to use their benefit time.

12.5 Ongoing Professional Training

The Village agrees that all full-time Sergeants covered by this Agreement shall be eligible to participate in professional training and upgrading programs and all be encouraged to do so. These ongoing professional training programs shall cover such aspects of Police work as weapons handling, supervisory training,

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 Sergeant 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 Sergeant has trained and qualified successfully at another Law Enforcement Agency.

Sergeants 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). In the event training is in excess of 30 miles from the Winthrop Harbor Police Dept. the Sergeant 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.

12.5 Educational Expense Reimbursement

Fees for strictly job related coursework or training taken at the employee's discretion and with his Department Head's approval, will be reimbursed when satisfactorily completed (a grade of "C" or better). The maximum, per employee, reimbursement per fiscal year will be \$750.00 during the first year of this Agreement, and \$1,000.00 for each Agreement year thereafter, after any other compensation has been deducted. Expenses must be budgeted by the Department Head and employee must show proof of grade.

ARTICLE XIII – BASE SALARY LEVE

13.1 Base Salary Levels:

SERGEANTS

Winthrop Harbor Sergeants	Hourly	Yearly
Starting Sergeants September 1, 2017	\$35.56	\$73,964.80
After One Year September 1, 2017 2%	\$38.88	\$80,870.40
Starting Sergeants September 1, 2018	\$36.27	\$75,441.60
After One Year September 1, 2018 2%	\$39.66	\$82,492.80
Starting Sergeants September 1, 2019	\$37.00	\$76,960.00
After One Year September 1, 2019 2%	\$40.45	\$84,136.00

Retroactive pay will be paid back to September 1, 2017.

Officers who are appointed as "Acting Sergeants" will not be paid more than the first year Sergeant pay.

Field Training Officer (FTO)

When a sergeant is assigned as a Field Training Officer (FTO), he or she shall be paid an additional \$2.00 per hour for every hour worked during actual field training duties.

Any Sergeant with an Associate's or Bachelor's Degree will receive a twenty five cent (.25) per hour increase. This is a one-time educational increase which shall

be in effect for the life of this agreement. Only one such increase shall be available to any Officer, even one with more than one degree.

Note: This one time educational increase will be in effect for the life of this Agreement, commencing with the second year of this Agreement. Also, a Sergeant may only be paid for one (1) degree.

13.2 Stand-By Pay

Any Sergeant who is on Standby status, will receive one half (1/2) hour of straight time pay for every eight (8) hour period of standby time.

ARTICLE XIV – MISCELLANEOUS WORKING CONDITIONS

14.1 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 Sergeants covered by this Agreement. Sergeants will not be requested or be allowed to use their personal vehicles during the course of their police duties. (surveillance etc.)

14.2 Drug Screening

All applicants for employment as Village of Winthrop Harbor Sergeants 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 Sergeants shall not be required to submit to random drug testing, however such Sergeants may be

required to submit to drug testing following auto accidents, weapons discharges and such other circumstances as are codified in State statute.

14.3 Light Duty Assignments

Sergeants who are injured, disabled or ill may be assigned to light-duty work for the duration of their incapacity. However, light-duty assignments may be made on a case-by-case basis and must balance the needs of the Winthrop Harbor Police Department against the capabilities and medical needs of the individual Sergeant as well as the recommendations of the Sergeant's medical provider.

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.

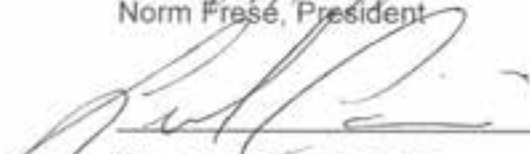
In the event that such notice is given, negotiations shall begin not later than fifteen (15) days after such notice is made unless mutually agreed to by the parties. This Agreement shall remain in full force and effect during the period of negotiations or until such time as it is replaced by any subsequent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