

AGREEMENT BETWEEN

ILLINOIS COUNCIL OF POLICE

AND

VILLAGE OF MAYWOOD

SERGEANT CHAPTER

May 1, 2019 - April 30, 2024

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AGREEMENT

This Agreement is entered into by and between the VILLAGE OF MAYWOOD, ILLINOIS, (hereinafter called the "VILLAGE") and the ILLINOIS COUNCIL OF POLICE (hereinafter called the "UNION").

ARTICLE I - RECOGNITION AND REPRESENTATION

Section 1.1 Recognition of Representative Unit as Agent with Respect to Wages.

The VILLAGE recognizes the UNION as the sole and exclusive bargaining agent with respect to wages, hours, and other conditions of employment for employees classified as "POLICE SERGEANTS".

Section 1.2. Union Membership.

The VILLAGE does not and will not object to UNION membership by its employees. For the purpose of this section and this Agreement, an employee shall be considered to be a member of the UNION if he/she tenders the dues required, as well as a signed dues and membership authorization card to the appropriate UNION personnel.

ARTICLE II - DEDUCTION OF UNION DUES AND MAINTENANCE OF MEMBERSHIP

Section 2.1. Deduction and Payment of Union Dues.

Dues shall be deducted by the VILLAGE and paid to the UNION in accordance with the amount stated in the respective signed dues deduction authorization card(s) or set by the UNION submitted to the employer by the employee.

Section 2.2. Indemnification.

The UNION shall indemnify the VILLAGE and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of any action taken by the VILLAGE for the purpose of complying with the provisions of the Article provided that the Village does not initiate or prosecute any claim or demands.

ARTICLE III - NO DISCRIMINATION

Neither the VILLAGE nor the UNION shall discriminate against any employee because of race, creed, color, national origin, sex, UNION activity, disability, sexual orientation, or other protected basis.

ARTICLE IV - MANAGEMENT RIGHTS

The VILLAGE shall retain the sole right and authority to operate and direct the affairs of the VILLAGE and the Maywood Police Department (hereinafter called the "Police Department") in all its various aspects including (but not limited to) all rights and authority exercised by the VILLAGE prior to the execution of this Agreement, except as modified in the Agreement.

Among the rights retained is the Village's right to determine its mission and set standards of service offered to the public; to direct the working forces; to plan, direct, control and determine the operations or services to be conducted in or at the Police Department or by other employees of the VILLAGE, to assign and transfer employees; to hire, promote, demote, suspend, discipline for just cause, or discharge for just cause, or relieve employees due to lack of work or for other legitimate reasons; to establish job

positions and classifications; to make and enforce reasonable rules and regulations; to change methods, equipment, or facilities provided, however, that the exercise of any of the above rights shall not conflict with any of the provisions of this Agreement.

Inherent management functions, prerogatives and policy-making rights, whether listed above or not, which the Village has not expressly restricted by a specific provision of this Agreement are not in any way directly or indirectly subject to the grievance and arbitration procedures contained herein.

ARTICLE V - CONDUCT OF DISCIPLINARY INVESTIGATION

The parties agree that this Article is intended to supplement the provisions of the Peace Officers Disciplinary Act, not to replace it.

Section 5.1.

Whenever a sergeant covered by this Agreement is the subject of a disciplinary Investigation, the interrogation will be conducted in the following manner:

Section 5.2.

The interrogation of the sergeant other than in the initial stage of the investigation shall be scheduled at a reasonable time preferably while the sergeant is on duty, or if feasible, during daylight hours.

Section 5.3.

Prior to an interrogation, the sergeant under investigation shall be informed of the identity of the person in charge of the investigation, the interrogation officer and the identity of all persons present during the interrogation. When a formal statement is taken all questions directed to the sergeant under investigation shall be asked by and through one interrogator.

Section 5.4

No anonymous complaint, on its own merit, whether made by private citizens, Maywood Police Department Personnel, or representatives of other Village, County, State or Federal agencies, shall, without further investigation, result in informal interrogations or disciplinary charges of Maywood Police Sergeants covered by this Agreement.

Section 5.5.

Immediately prior the interrogation of a sergeant under investigation, he shall be informed in writing of the nature of the complaint and the names of all complainants.

Section 5.6.

The length of Interrogation sessions will be reasonable, with interruptions permitted for personal necessities, meals, telephone calls and rest.

Section 5.7.

A sergeant under interrogation shall not be threatened with transfer, dismissal or disciplinary action or promised a reward as inducement to provide information relating to the incident under investigation or for exercising any rights contained herein, provided, however, that a sergeant who has been properly advised of his *Garrity* rights may be subject to disciplinary action (for insubordination) for refusal to answer questions in a formal interrogation.

Section 5.8.

A sergeant under investigation will be provided, without unnecessary delay, with a copy of any written statement he has made.

Section 5.9.

If the allegation under investigation indicates a recommendation for separation is probable against the sergeant, the sergeant will be given the statutory administrative proceedings rights, or if the allegation indicates criminal prosecution is probable against the sergeant, the sergeant will be given the constitutional rights concerning self- incrimination prior to the commencement of interrogation.

Section 5.10.

A sergeant under interrogation shall have the right to be represented by counsel of his own choice and to have that counsel present at all times during the interrogation, and/or at the request of the sergeant under interrogation, he shall have the right to be represented by a representative of the UNION. The interrogation shall be suspended for a reasonable time until representation can be obtained.

Section 5.11. Photo dissemination.

No photo of a sergeant under investigation shall be made available to the media prior to a conviction for a criminal offense or prior to a decision being rendered by the Chief of Police or Fire and Police Commission.

Section 5.12. Compulsion of Testimony.

The VILLAGE shall not compel a sergeant under investigation to speak or testify before, or to be questioned by, any non-governmental agency relating to any matter or issue under investigation.

Section 5.13. Remedy.

Violations of this article will be subject to the grievance procedure where the proposed discipline is for suspension of less than five (5) days; where the proposed discipline is suspension of five (5) days or more or termination, violations of this article shall be resolved by the Police and Fire Commission. If for any reason, the Police and Fire Commission refuses to entertain arguments or evidence of alleged violations of this Article, the officer may pursue remedies for such violations through the grievance procedure.

Section 5.14. Department Investigations.

All Village and/or Police Department investigations of Maywood Police Sergeants who are accused of misconduct or violations of Village ordinances or Police Department rules and regulations shall be limited to; unless extended as provided for, 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 by the Chief. 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 Sergeant under investigation was not working for reasons of absenteeism, vacation, sickness, disability, bereavement or other normally recognized reasons for absence.

The sixty (60) day period may be extended for good cause in thirty (30) day increments by the Chief. Any thirty (30) day extension shall be made prior to the expiration of this period or each and every thirty (30) day extension and shall be documented by a memo signed by the Chief or his designee. Investigations shall be initiated by the Chief within thirty (30) days after a department officer above the rank of sergeant gains knowledge of the facts or allegations giving cause to initiate the investigation.

Section 5.15. Suspension or Discharge.

Prior to any suspension or discharge being sought or imposed, the Chief will present the employee and UNION with written notice of charges describing the basis for discipline, after service of the charges, the UNION and employee will have an opportunity to meet with the Chief and be heard prior to discipline being sought or imposed. After that meeting, the Chief will issue written notice of his/her determination. Once notice of determination is served, the UNION has ten (10) calendar days to elect whether it wishes to proceed before the BFPC or via the contractual grievance process. Disciplinary grievances will begin at the VILLAGE manager step.

Should the UNION choose to proceed via the grievance process, discipline will be immediately imposed on the employee and the employee will be deemed to have waived his/her right to proceed before the BFPC. Under all circumstances, an employee can demand to be heard by the BFPC. If an employee elects to be heard by the BFPC, he/she waives the right to be heard via the grievance process. In no case will any employee be allowed to proceed before both an arbitrator and the BFPC with regard to the same matter.

ARTICLE VI – GRIEVANCE PROCEDURE

Section 6.1. Definition of Grievance.

A "grievance" is defined as a complaint arising under and during the term of this Agreement raised by the Union or an employee as to himself against the Village involving an alleged violation, misinterpretation or misapplication of an express provision(s) of this Agreement.

The parties agree that the UNION may file joint and/or class action grievances on behalf of more than one or all members.

Section 6.2. Grievance Procedure.

Recognizing that grievances should be raised and settled promptly, a grievance must be presented in writing within ten business days of the discovery of the occurrence of the event first giving rise to the grievance. The grievant shall respond at the stage the grievance was initiated. A grievance shall be processed as follows:

- a. Any sergeant deeming himself aggrieved shall first discuss his grievance with the sergeant's immediate supervisor who responds in writing within seven (7) calendar days.
- b. If a satisfactory resolution of his grievance is not achieved by such discussion with the sergeant's immediate supervisor, the grievant is authorized to confer with the Deputy Chief with respect thereto, who then responds in writing within seven (7) calendar days.
- c. If a satisfactory resolution of his grievance is not achieved by such discussion with the Deputy Chief, the grievant is authorized to confer with the Chief of Police with respect thereto, who then responds in writing within seven (7) calendar days.
- d. If a satisfactory resolution of the grievance is not reached through such a conference with the Chief of Police, the grievant upon reasonable notice, is authorized to confer with the VILLAGE Manager and to seek relief from him, with respect to his grievance, who then responds in writing within ten business days. Time may be extended upon mutual agreement.
- e. Mandatory Arbitration. If the grievance is not settled in accordance with the foregoing procedure, the UNION may refer the grievance to Mandatory Arbitration by giving written notice to the Manager within twenty-one (21) calendar days after receipt of the Manager's decision or within twenty-one

(21) days of when the Manger's decision was due. In the event the parties are unable to agree upon the arbitrator within said seven (7) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who have a business office in Illinois, Indiana, or Wisconsin. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Village and the Union shall have the right to alternately strike one (1) name at a time from the panel, with the Union striking first. The person remaining shall be the arbitrator.

The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him, and his award shall be based solely upon his interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The cost of the arbitration, including the fee and expenses of the Arbitrator, shall be divided equally between the VILLAGE and the UNION.

- f. At any stage of the grievance procedure, the grievant may be accompanied and represented by the UNION and/or its legal representative.
- g. All grievance discussions and investigations shall take place in a manner that does not interfere with VILLAGE operations.

No sergeant may refuse to sign for receipt of the document explaining the charges and investigative response to a complaint even when the sergeant decides to go forward with a grievance.

Section 6.3. Investigation and Discussion.

- a. In a matter concerning reprimands or disciplinary action instituted by the Chief of Police shall furnish, at least five (5) days prior to such hearings: (1) the names of all witnesses who may be called by the Chief to testify, and (2) a sufficiently specific statement of the charges and the alleged facts leading to the charges to enable the sergeant to prepare his defense.
- b. In all matters of formal discipline including reprimands, the sergeant shall receive a specific statement of facts, or alleged facts, concerning such action.
- c. In the event the sergeant is subject to disciplinary suspension without pay by the Chief, the VILLAGE shall make no payroll deduction until a final disciplinary determination is made, if the sergeant elects to appeal the suspension.

Section 6.4. Police and Fire Commission.

The parties recognize that the Board of Police and Fire Commissioners of the Village of Maywood has certain authority over employees covered by this Agreement, including but not limited to certain authority over hiring and promotions.

Section 6.5. Right of Representation.

At such time as an individual raises a grievance there shall be another member of the unit or a union representative present.

ARTICLE VII - NO STRIKES-NO LOCKOUTS

The UNION, its officers and agents, and the employees covered by the Agreement agree not to instigate, promote, sponsor, engage in or condone any strike, slowdown, concerted stoppage or any other intentional interruption of operations. Any and all who do so shall be discharged or otherwise

disciplined by the VILLAGE. The VILLAGE will not lock out any employees during the term of this Agreement as a result of a labor dispute with the UNION.

ARTICLE VIII - WAGES AND BENEFITS

Section 8.1. Salary Schedules.

The salary schedules effective May 1, 2019 and to be in effect for the duration of this Agreement are attached hereto as Appendix "A" of this Agreement.

Paychecks are to be available no later than 3:00 p.m. on the scheduled bi-weekly pay day.

Section 8.2. Fringe Benefits

The fringe benefits of sergeants shall be as follows:

Section 8.2(a). Regular Days Off.

Regular days off are defined as any time when the sergeant is not working a regularly scheduled shift or using benefit time off.

Section 8.2(b). Vacations.

Effective May 1, 2019, Sergeants shall accrue paid vacation time off' according to the following schedule. The annual accrual amount totals must be used within the calendar year and no accruals above the annual accrual amount will roll over to the new year.

YEARS OF SERVICE	BI-WEEKLY ACCRUAL	ANNUAL ACCRUAL
0-3 years	4.308	112
4-6 years	5.538	144
7-8 years	6.7692	176
9 years	7.0769	184
10 years	7.3846	192
11 years	7.6923	200
12 years	8.0	208
13 years	8.3077	216
14 years	8.6154	224
15 years	8.9231	232
16 + years	9.2308	240

- Years shall be computed from January 1st through December 31st without regard to anniversary dates.

No sergeant shall be allowed to take more than one entire month off per year.

Section 8.2(c). Overtime Compensation.

A sergeant shall receive time and one-half of the regular straight time hourly rate for all hours worked outside the sergeant's regularly scheduled shift. In addition, overtime shall be paid in the following manner:

1. Call backtime (2 hours minimum): The foregoing minimum of two (2) hours compensation for a call back shall not be applicable where a sergeant is called back to correct an error or omission which is reasonably determined by management or supervision to be one requiring correction before the sergeant's next scheduled shift.
2. Holdover time (1 hour minimum): The foregoing minimum of one (1) hour compensation for a holdover shall not be applicable where a sergeant is held over to correct an error or omission which is reasonably determined by management or supervision to be one requiring correction before the sergeant's next scheduled shift.
3. Individual overtime (15 minutes increments). Training and department meetings outside of regularly scheduled duty hours (2 hour minimum). Department mandated schools, training or seminars attended outside of regularly scheduled duty hours.
4. Training and department meetings outside of regularly scheduled duty hours (2 hours minimum).
5. Department mandated schools, training or seminars attended outside of regularly scheduled duty hours.

Section 8.2(d). Life Insurance and On-Duty Death Benefits.

A term life insurance policy in the amount of \$50,000.00 shall be issued by the VILLAGE to each sergeant of the department. The VILLAGE shall pay the full cost of the insurance policy. In addition, the VILLAGE agrees to carry and maintain a One Hundred Thousand Dollar (\$100,000.00) life insurance policy for all full-time sergeants who die while on duty. Additionally, the Village agrees to continue to provide the same level of medical and hospitalization insurance to the dependent of any sergeant who dies while on duty for one (1) calendar year. Also, these on duty death benefits shall be in addition to any death benefits that may be available under State or Federal law, or from private philanthropic groups or agencies, or from the Union.

Section 8.2(e). Retiree Health Care.

Upon retirement and/or pension, the VILLAGE will pay 50% of the sergeant's single coverage for medical insurance until the sergeant reaches the age which qualifies him/her for Medicare. Sergeants wishing to retire must request this benefit, if desired, no less than thirty (30) days prior to their retirement date. Retired sergeants have the option to request this benefit and must do so no less than thirty (30) days prior to the end of the fiscal year. Medical insurance premiums for the 50% insurance benefit will be paid by the VILLAGE. Any sergeant who is eligible for comparable coverage under another employer's plan (e.g., through a spouse's plan as a dependent, or through another employer of the sergeant following his retirement from the Village) shall be ineligible for this benefit, so long as he is eligible for such alternative coverage. Nothing in this Section is intended to diminish a sergeant's right to insurance benefits under the Public Safety Employee Benefits Act, 820 ILCS 320/1 et seq.

Section 8.2 (f). Court Time.

The Village agrees that all full-time sergeants will be compensated for Court appearances at the minimum rate of three (3) hours of the sergeant's overtime rate of pay or compensatory time at the overtime rate of time and one half if such appearance is scheduled at a time that the sergeant would not normally be working.

If the Court appearance is scheduled for a time when the sergeant works a full shift on the same day, either before or after the Court appearance, the three (3) hours shall be paid to him or her providing it is not during his or her regularly scheduled shift. For example, if a sergeant works third shift and has a Court appearance at 9:00 a.m., and the Court appearance ends before the regular third shift starting time,

that sergeant will be paid for three hours at the overtime rate. For Court appearances that occur during a sergeant's regularly scheduled shift, there shall be no additional compensation. Also, a sergeant will be paid for only one three hour minimum rate of Court time per day. For example, if a sergeant has a 9:00 a.m. Court call on a day that he or she would not otherwise be working, and if the sergeant must return for a 1:00 p.m. Court call, he or she will be paid for the three hours for the morning call and on an hour-for-hour basis at the normal overtime rate of pay for the afternoon Court call.

Section 8.2(g). Specialty Pay.

Field Training officer supervisors (FTOS) will receive two (2) hours of specialty pay at the Sergeant's regular rate, or compensatory time, for each day that they are supervising the training of or actually training recruits, provided that such specialty pay shall not be included as hours worked in the calculation of overtime. Sergeants assigned to work as investigators or evidence technicians will receive four (4) hours of straight time specialty pay per month, provided that such specialty pay shall not be included as hours worked in the calculation of overtime.

Section 8.2(h). Overtime Assignment.

Overtime assignments shall be based on seniority, except if a particular Sergeant is assigned to a detached assignment, then the assignment may be granted to the Sergeant of lesser seniority. Any supervisory overtime must be offered to all Sergeants, by seniority, before any Command level staff member be allowed to work it.

Section 8.3. Rescheduling of Days Off.

A day off rescheduled as work day, provided notice of rescheduling is given less than forty-eight (48) hours prior to the sergeant's normal shift starting time of the originally scheduled day off, shall under such circumstances be paid at the rate of time and one-half. Any sergeant required to work more than 8 1/4 hours if assigned to work 8 hour shifts and 12 ¼ hours if assigned to work 12 hour shifts within a 24 hour period, shall be compensated at a rate of time and one half.

Section 8.4. Seniority.

Seniority shall refer to and be defined as the continuous length of service in a title classification (rank) and that being equal, time in service with the department, and that being equal, seniority shall be reestablished by a lottery conducted jointly between the parties less any adjustment due to lay-off; approved leaves of absence without pay, or other breaks in service. Seniority is to prevail only for purposes of selection of vacation, prescheduled overtime, selection of days off and shift selection. However, the Chief of Police may assign sergeants to a particular shift based on performance of the sergeants and the needs of the department. Shift assignments shall not be made for arbitrary reasons but shall be based upon demonstrable operational need. If a Sergeant believes that their shift has been changed for reasons other than operational need, they may file a grievance over the shift assignment at Step D of the grievance process.

Section 8.5 Loss of Seniority Rights.

Services of a sergeant shall be broken, seniority rights, if any, shall be lost and the employment relationship terminated by:

1. Resignation, discharge or retirement;
2. Non-work related illness or injury for a period in excess of one hundred eighty (180) calendar days, or absence due to injury on duty for a period in excess of twenty-four (24) months;
3. Failure to report to duty after expiration of an approved leave of absence (not to exceed one (1) month), except for FMLA leave in which case the employee may be off for a total of no more

than twelve (12) weeks in a rolling 12-month period, as provided by the FMLA;

4. Absence without authorization for three (3) consecutively scheduled tours of duty;
5. Acceptance of employment, without written authorization, while on an approved leave of absence;
6. Failure to report back to work within five (5) business days after receiving notice of recall from layoff;
7. Lay-off in excess of one (1) year.

Section 8.6. Seniority List.

The Village shall prepare a seniority list for sergeants' current seniority ranking of each sergeant based on date of promotion or hire into that title. The seniority list shall become effective on the date of execution of this agreement. Both parties agree that such list shall resolve all questions of seniority affecting sergeants covered under this Agreement.

Section 8.7. Mileage Reimbursement.

Sergeants shall be paid at the applicable-IRS reimbursement rate when using their own cars for official business. No sergeant may use his or her own vehicle for police related work without prior approval of the Chief or the Chiefs designee.

Section 8.8. Bereavement Leave.

Up to three (3) days leave with pay shall be granted in the event of the death of an immediate family member residing in the Chicago Metro area. This leave is for the purpose of attending the funeral, which includes such related events as the wake or visitation, Shiva and the like. Immediate family members, for purposes of this Section, shall be interpreted to mean parent, spouse, child, brother, sister, grandparent, grandchild, spouse's grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepmother, stepfather, stepbrother, stepsister, stepchildren, aunt, uncle, and any other relative living in the same household including those who are civilly united. For deaths of relatives that take place more than 250 miles from the Village of Maywood, the paid bereavement leave period shall be extended to five (5) days to allow for travel time. Also, the Village agrees that regular days off and vacation days shall not be counted as bereavement days. Bereavement periods which include such regularly scheduled days off shall, upon written request by the affected Officers, be extended day for day. Bereavement leave shall be used within a consecutive seven-day period.

Section 8.9. Clothing Allowance.

Each full-time sergeant will be allowed eight hundred dollars (\$800.00) per year for clothing allowance. The allowance will be distributed directly to each sergeant on a general fund check. Four hundred dollars (\$400.00) will be distributed on the first general run in May and October. Uniform allowance is to be used for the purchase and replacement of uniforms.

Section 8.10. Personal Days.

Upon completion of the first year of service as a Sergeant, the Village agrees that full time sergeants shall receive 36 hours of paid personal time per year. These personal hours can be taken at the discretion of the Sergeant for personal business. A twenty-four (24) hour notice shall be made to the Chief of Police by the Sergeant requesting to take a paid personal leave day. Also, the Village agrees that paid personal leave days may be used in conjunction with regularly scheduled days off, vacation days or on any other scheduled on duty day.

Section 8.11. Sergeant Compensatory Time.

Sergeants will be given the option of taking compensatory time for all overtime earned pursuant to Article VIII, Section 8.2 (c) with the approval of the Chief or his designee, which approval shall not be arbitrarily withheld. Sergeants may not accumulate more than two hundred and forty (240) hours of compensatory time. All accrued compensatory time in excess of one hundred and twenty (120) hours shall be paid out at the last payroll in December of each year.

Sergeants may choose to cash in up to eighty (80) hours, in addition to the hours in excess of 120 hours from the previous paragraph, of their accumulated compensatory time in the form of a year-end payment to be made in conjunction with their final paycheck of the year. Sergeants electing to cash in any accumulated compensatory time up to eighty (80) hours, shall make notification to the Chief or their designee by the first of December in the year of the cash in.

Upon the death of an officer or other separation from employment, compensatory time shall be paid at the rate of time and one-half at the rate of pay at which it was earned, up to the maximum of 120 hours. Compensatory time cannot be approved for use in less than one (1) hour increments, but shall continue to be earned and paid in fifteen (15) minute increments.

There shall be no pyramiding of overtime for the same hours worked and compensation shall not be paid more than once to the same employee for the same hours under any provision of this agreement.

Section 8.12. Sick Leave Days.

Upon the completion of the first year of service as a Sergeant, the Village agrees that all full time sergeants shall receive 72 hours of sick leave per calendar year. Sergeants requesting to take a sick leave day shall notify the Chief of Police at least one (1) hour prior to the start of the sergeant's shift. Up to 48 hours unused sick leave days (or 56 hours for a Sergeant who uses no sick leave during the year) will at the end of the year be bought back on a one-to-one basis to be paid in the last paycheck in December. If a Sergeant uses less than 12 hours of sick leave during the year, up to 24 hours shall be added to the following years earned paid vacation for use beginning in 2018. Any sergeant using sick leave days shall submit a written memorandum to the Chief of Police explaining the need for sick leave. The Village may require, at its expense, medical certification acceptable to the Village of the need for sick leave whenever the Village determines such certification to be necessary. Sick leave days may not be used in conjunction with any other paid leave.

Section 8.13. Extended Sick Leave.

Sergeants will be permitted extended sick leave if after the exhaustion of their sick days they provide to the Chief of Police written verification from a physician that they may not be fit to return to work for an extended period of time due to illness, hospitalization, injury, or convalescent and recuperation time. Sergeants will receive up to forty-five (45) working days in a calendar year at full pay for extended sick leave, and will receive 75% of their full pay for an additional seventy-five (75) working days in calendar year. Sergeants must receive approval by the Chief of Police or the VILLAGE Manager to use extended sick leave. (Such approval should not be withheld without just cause). In cases of line-of-duty injury/illness, use of this benefit shall run concurrent with benefits afforded under the Public Employee Disability Act and/or the Illinois Worker's Compensation Act. In the circumstance where the benefit is running concurrent with those benefits, at the employee's election, the 75% benefit will be used prior to the 100% benefit afforded by this Section.

Section 8.14. Three-Day Weekends for Sergeants Assigned to 8 Hour Shifts.

Sergeants assigned to work eight (8) hour days shall receive one (1) three-day weekend and (1) two-day weekend off per calendar month. Weekends will be selected first and by seniority. The sergeants have the option of selecting either a two-day or three-day weekend.

A three-day weekend is defined as either (1) Friday, Saturday and Sunday or (2) Saturday, Sunday and Monday. A two-day weekend is defined as (1) Saturday and Sunday or (1) Sunday and Monday. In months containing five (5) weekends, Sergeants shall have the right to select additional weekends off (including two-day weekends off on Friday and Saturday by seniority available for them to pick at the time of their choosing.

Section 8.15. Uniforms.

Any change of the uniform will be paid for by the VILLAGE and will be separate from Section 8.9.

Section 8.16. Retired/Disabled Credentials.

Upon any officer's retirement or disability, the VILLAGE will give to the sergeant his duty badge, shield, and I.D. card. The I.D. card, duty badge and shield will be stamped retired.

Section 8.17. Health Care/Medical Insurance.

Medical insurance will be provided by the VILLAGE. The Village shall pay 85% of the costs of the premium for single coverage and the Sergeants shall pay 15% of the costs of the premium. The VILLAGE shall pay 85% of the costs of the premium for dependent coverage and the Sergeants shall pay 15% of the costs for the premium. The Village reserves the right to select insurance providers. If changes to the health care/medical benefit plans are Instituted for employees not covered by this Agreement, the Village may implement those changes for the sergeants covered by this Agreement, provided, however, that sergeants shall not receive health care/medical benefits which are less favorable than those made generally available to other employees of the Village.

Section 8.18. Deferred Payment Plan.

For the duration of the contract the VILLAGE agrees to continue the Deferred Payment Plan.

Section 8.19. Demotion.

In the event that the VILLAGE reorganizes the Police Department or lays-off any employees, when such reorganization or lay-off results in demotions of any UNION members, demotions shall be conducted by inverse seniority; the last promoted shall be the first to be demoted. Re-promotion shall be conducted according to seniority; the last demoted shall be the first re-promoted.

Section 8.20. Tuition Reimbursement and Schooling.

The Village encourages its Sergeants to continue their formal education. The following criteria and guidelines apply:

1. Courses must be job-related or for a degree.
2. Proof of acceptance for degree must be submitted.
3. Courses must grant college level credit.
4. Courses must be taken through an accredited college or university.

5. Reimbursement may be denied if job performance is inadequate, attendance is poor or member has extensive record of sustained infractions.
6. Reimbursement will not be granted if the member is covered by veteran's benefits or other tuition abatement program.
7. Member must repay all tuition costs if voluntary or involuntary separation from the department occurs within two (2) years of completion of degree program.
8. Tuition reimbursement does not include medical school or law school.
9. Classes must be scheduled during non-duty hours.

The Village agrees to continue to pay all tuition expenses for Sergeants who are currently attending any accredited Chicago Metro Area Community College, four-year College or University or Professional School, or the correspondence or on-line divisions of such educational institutions until they complete their studies at the. College, University or Professional School they are currently attending as of November 1, 2008. All future Sergeants applying for these educational reimbursement benefits will be required to attend an Illinois State run institution of higher learning. In general, courses taken at such institutions of higher learning shall be designed to improve and advance the individual Sergeant's mastery of law enforcement issues and shall be part of a degree program either in Law Enforcement or Criminal Justice. The Village agrees to pay each Sergeant for up to two courses per-semester; meaning, tradition semesters of Fall, Spring, and Summer. Reimbursement for such educational expenses (tuition only) is limited to no more than \$2,000 per year per sergeant. Reimbursement for such educational expenses will be based upon the following grade/pay scale:

Under Graduate Studies		Graduate Studies	
Letter Grade	Percentage Paid	Letter Grade	Percentage Paid
A or B	100%	A or B	100%
C	50%	C	0%

Officers receiving a "Pass" in Under Graduate Studies in Pass/Fail courses will be reimbursed by the Village for 50% of the Sergeant's cost. There will not be any reimbursement to an Officer in Graduate Studies receiving a grade lower than "A" or "B".

Reimbursement for such educational expenses, shall require prior approval by the Chief of Police or his designee. Approval shall not be arbitrarily or unreasonably withheld. The Village agrees to make payment to the Sergeant in a timely manner.

When the Department requires a sergeant to attend school, seminars, or other educational action on his off-duty hours. the Village shall compensate said sergeant for such hours pursuant to Article 8, Section 8.2(e) of this Agreement.

Section 8.10 (a) Education Compensation.

Officers covered by this Agreement shall receive the following education incentive pay upon receipt and approval of the necessary documentation (i.e., official sealed transcript), which shall be computed into the officer's hourly rate from the beginning of the pay period after the requisite degree has posted or the effective date of this contract, whichever is later:

- \$500.00 per year (\$0.24 per hour) for an Associate's Degree in a Village approved program pertaining to criminal justice or related field in law enforcement; or
- \$650.00 per year (\$0.31 per hour) for a Bachelor's Degree in a Village approved program pertaining to criminal justice or related field In law enforcement; or
- \$800.00 per year (\$0.38 per hour) for a Master's Degree in a Village approved program pertaining to criminal justice or related field in law enforcement.

Section 8.21. Job Posting.

Whenever any positions, duties or assignments become available within the bargaining unit, 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.

Section 8.22. Holidays.

Effective May 1, 2018, employees on 12-hour shifts covered by this agreement will receive eight (8) hours of holiday pay per Village holiday. Holiday pay shall be included in the regular pay check following the holiday. Employees who work on a holiday that is a regularly scheduled work day shall be paid at the rate of 1 ½ times their regular hourly rate for all hours worked on the holiday, If an employee works on a holiday, when not regularly scheduled to do so, the sergeant will be paid at a rate of two times their regular rate for the hours worked on the holiday. The Village will appropriate for Holiday Pay, along with other elements of pensionable salary, of all Sergeants in its annual appropriations ordinance and budget.

Holiday Pay shall be paid for the following holidays:

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

Sergeants will also receive Holiday Pay for any other holidays declared or observed by the Village. If an employee uses sick time on any of the above-named holidays, that employee will only be paid straight time on the next regularly scheduled holiday (s)he works.

Section 8.23. Supervisory Skills Certification.

Effective May 1, 2018, all Sergeants currently in the bargaining unit will receive \$900 added to base pay (\$0.41 per hour) added to base wages. For Sergeants promoted after May 1, 2018, Sergeants will receive \$600 (\$0.28 per hour) added to their base pay following successful completion of the designated 40-hour First Line Supervisory Skills Program conducted by NEMRT (or some other similar

training as designated by management). That amount will be raised to \$900 upon completion of three-years' service as a Sergeant. Newly promoted Sergeants will be sent to the next reasonably available qualifying supervisory skills course.

Section 8.24. Administrative Specialist Time.

Effective May 1, 2018, during each calendar year, each Sergeant will receive 12 hours of paid Administrative Specialist Time ("AST"). AST must be taken each calendar year or it will be forfeited. AST may not be used on a designated holiday.

ARTICLE IX - WORKING CONDITIONS

Section 9.1. Vehicle Safety.

Unsafe vehicle equipment shall be checked (inspected) by the certified Mechanic and same shall be subject to the grievance procedure; if brakes, steering, front end and/or wheels are unsafe, the sergeant may refuse to drive such vehicle.

Section 9.2. Expungement of Personnel File

The Village agrees to follow State Law concerning retention of documents regarding personnel files.

Section 9.3. Drug Screening.

The sergeants and the VILLAGE agree to adhere to the Substance Abuse Testing Procedure stipulated in Appendix "B".

Section 9.4. Light Duty.

The Village may require an employee who is on sick leave or Worker's Compensation leave to return to work in an available light duty assignment that the employee is qualified to perform (or the employee may request to do so), provided the treating physician has determined that the employee is physically able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within six months. The Village reserves the right to specify the anticipated duration of the light duty assignment in advance where it is expected to be of less than six months.

If an employee returns or is required to return to work in a light duty assignment and the employee is unable to assume full duties and responsibilities within six months thereafter, or if the need for light duty is exhausted or if the employee's performance in the light duty assignment is unsatisfactory, the Village retains the right to return the employee to disability leave (or to utilize appropriate discipline in the event of unsatisfactory performance).

Nothing herein is intended to infringe on the Village's discretion to create or not create light duty assignments for an employee. Employees will only be assigned to light duty assignments when the Village determines that the need exists and only as long as such need exists. However, Sergeants assigned to light duty will not be required to perform any work for any department other than the Village of Maywood Police Department.

Nothing in this Section shall affect the statutory rights of the employee or Pension Board in dealing with an employee on a disability pension. An employee's right to benefits under the Public Employee Disability Act ("PEDA"), 5 ILCS 345/1, shall be tolled by any period on light duty (for example, a PEDA-eligible employee on disability leave who comes back to work on light duty after two (2) months of PEDA leave, but then after three months on light duty, is returned to PEDA leave, will still have ten (10) more months of PEDA benefits available).

Section 9.5. Bargaining Unit Security.

Police officers, or other personnel employed by the Village shall not be used as permanent replacements for sergeants but may be used as temporary replacements on a short-term basis not to exceed ninety (90) days as need is determined by the Police chief.

Section 9.6. Residency.

All employees shall reside within fifteen (15) miles of the border of the Village, or corporate limits of a municipality whose borders are within fifteen (15) miles of the border of the Village.

Section 9.7. Permanent Shifts.

Effective the first full pay period in May of 2018, all sergeants shall be scheduled to work 84 hours per fourteen days. Sergeants, other than those assigned to investigations or other specialty positions, will work in one of four " platoons." Platoons shall be numbered A, B, C, and D. Each October, the sergeants shall bid, in order of seniority, on which platoon they will be assigned. Assuming there are eight sergeants, two sergeants shall be assigned to each platoon. Sergeants shall be compensated at straight time for up to 84 hours of regularly scheduled work. Any hours worked outside of their regularly scheduled shifts shall be paid at the applicable overtime rate. When using benefit time, sergeants will use up to 84 hours per two (2) weeks.

Platoons A and C shall work from 0700 hours through 1900 hours. Platoons B and D shall work from 1900 hours through 0700 hours. In a two-week work period, Platoons A and B will work (starting on a Monday) as follows: two days on, two days off, three days on, two days off, two days on, and three days off. In a two-week work period, Platoons C and D will work (starting on a Monday) as follows: two days off, two days on, three days off, two days on, two days off, and three days on. The cycle shall repeat going forward.

Sergeants assigned to investigations shall work 84 hours per fourteen days. Normally, they will work four ten-hour days per week and work an additional four hours per two weeks (flex time at the detective sergeant's discretion).

ARTICLE X – INDEMNIFICATION

Section 10.1. Legal Representation.

Sergeants shall have legal representation provided by the employer in any civil cause of action brought against a Village sergeant acting within the scope of his Village employment. The employer will have the exclusive right to determine such legal representation. In cases where a conflict of interest may arise between the legal representation of both the employee and the employer, the employer will make arrangements for separate legal representation of the parties. The employee may elect to waive legal representation by the employer.

Section 10.2. Cooperation.

Sergeants shall be required to cooperate with the employer during the course of the investigation, administration or litigation of any claim arising under this Article, provided that the Sergeant's cooperation, shall not be deemed as or constitute a waiver of any of the Sergeant's rights, privileges or immunities under the provision of the U.S. Constitution, Illinois Constitution, Federal, State or local statutory or common law.

Section 10.3. Applicability.

The employer will provide legal representation as set forth in Section 10.1 above so long as a sergeant is deemed as having acted within the scope of his Village employment and where the employee cooperates in his representation of the matter with the Employer or appointed legal representative in defense of the action or claims.

ARTICLE XI - PSYCHOLOGICAL REVIEW

Section 11.1. Fitness for Duty.

If, at any time, there is any question concerning an employee's fitness for duty or fitness to return to duty following a layoff or leave of absence, the Village may require, at its expense (to the extent not otherwise paid for by insurance), that the employee have a physical examination and/or psychological examination by a qualified and licensed physician, psychologist and/or other appropriate medical professional selected by the Employer. As part of any fitness examination required by the Village following a layoff or leave of absence, the Employer may, with or without cause, require employees to submit to a urinalysis test and/or other appropriate drug testing. the results of which shall be provided to the Village for appropriate action.

No employee shall be requested or required to undergo psychological, psychiatric or physiological testing unless the Chief of Police has reasonable cause to believe the employee is then unfit for duty. Basis for the reasonable cause shall be set forth in writing to the employee at the time the employee is ordered to undergo such testing. Employee shall have the right to UNION representation when being informed of the need for testing, and shall have the right to secure similar testing at their own expense from psychiatrists, psychologists or physicians of their own choosing. The employee shall be given a copy of any and all information, reports and opinions that are provided the Village as a result of such testing.

ARTICLE XII – SECONDARY EMPLOYMENT

Section 12.1. Request for Secondary Employment.

A sergeant's request for permission to engage in secondary employment must be submitted to the Chief of Police or his designee and approved prior to commencement of such employment by the sergeant. The Chief of Police or his designee will either approve or reject the request within ten (10) business days of submission. Requests will not be unreasonably denied. The duties and obligations of the Maywood Police Department will take priority over any other employment. Engaging in or continuing to engage in secondary employment without prior approval of the Chief of Police will result in disciplinary action up to and including a recommendation for termination.

Section 12.2. Short Term Secondary Employment.

Request for permission to engage in temporary, short-term secondary employment (not to exceed five (5) days duration) which may be renewed by a written request, may be approved by the Chief of Police or Division Commander.

Section 12.3. Prohibitions.

Sergeants are prohibited from secondary employment in any other Federal, state, county, or municipal funded agency, which in the opinion of the Village creates the potential of a conflict of interest. Sergeants shall be strictly prohibited from working for a liquor establishment.

ARTICLE XIII - SPECIFIC OBLIGATION OF OFFICERS

In addition to the efficient and loyal performance of the duties assigned to them by their employment, the roles of the Department and the Chief of the Department, the Officers covered by this Agreement expressly acknowledge their obligations as management and supervisory personnel. This includes their obligation to act to enforce, protect and preserve the provisions of the Management Rights Clause of the collective bargaining agreements between the Village and its patrol officers and other Department employees; to receive, transmit and carryout the lawful orders of the Chief of the Department, and to see that the same be executed by all of the personnel of the Department who are subject to the supervision and control of these Officers; and to preserve the chain of command. The Village does not prohibit the Sergeants, as management and supervisory personnel, from joining or remaining as members of any legitimate labor organization, but it is a condition of employment in management and supervisory ranks, and each Sergeant agrees, that such Sergeant shall not act as an officer of any union or labor organization of non-management level employees, nor participate in, aid, abet or cooperate with any strike, work stoppage, slowdown or other concerted action designed to or having the effect of depriving the Village of the services of the Police Department in its mission of law enforcement.

ARTICLE XIV - TERMINATION AND LEGALITY CLAUSES

Section 14.1. Savings.

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes and ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement.

Section 14.2. Entire Agreement.

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in this Agreement.

Section 14.3. Termination.

This Agreement shall be effective when ratified by both and from year to year thereafter until 11:59 p.m. on April 30, 2019, unless either party gives written notice to the other party of its desire to terminate this Agreement on or before March 1, 2019.

Section 14.4. Other Conditions.

All other working conditions, Personnel Rules and Regulations, and any other related subjects not specified by this Agreement, shall be governed by the VILLAGE of Maywood Personnel Ordinance adopted June 3, 2008 and/or the Police Department General Orders & Rules and Regulations as amended thereafter.


UNION leaders will be invited to give input if any changes are considered in the Village of Maywood Personnel Policies affecting sergeants.

Section 14.5. Impasse Resolution.

Upon expiration of this Agreement the remedies for the resolution of any bargaining Impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended, with the following exceptions: (1) The parties shall select the neutral interest arbitrator from a panel of seven (7) names supplied by the PMCS, each of whom shall be member of the National Academy of Arbitrators (each party reserves the right to reject on panel in its entirety and request that a new panel be supplied); and (2) Seven (7) calendar days before the first day of the interest arbitration hearing the parties shall simultaneously exchange final offers on all issues in dispute.

Executed this 19TH AUGUST day of 2022 after receiving approval by the Village Board of Trustees and after ratification by the Union membership.

VILLAGE OF MAYWOOD



Nathaniel Booker, Mayor



ILLINOIS COUNCIL OF POLICE



Richard L. Bruno, President



Alexander Dunn, Executive Director

Michael Babicz, ICOPS Chapter Representative

Jeremy Pezdek, ICOPS Chapter Representative

APPENDIX A

All wages are retroactive to May 1, 2019. The parties agree all current, retired, and former employees who worked during any of the applicable periods of time will receive retroactive pay for all periods worked. For this contract only, the parties agree the Village will pay ½ of all retroactive pay within 90 days of ratification, and the remainder of the retroactive pay will be paid no later than September 1, 2022. The Village will make all reasonable efforts to pay retiring members all remaining retroactive pay owed within 30 days of retirement. In addition, the Village will provide a complete calculation of retroactive pay owed to each employee/former employee within 60 days of ratification.

	1-May-19		1-May-20		1-May-21		1-May-22		1-May-23	
	30-Apr-20		30-Apr-21		30-Apr-22		30-Apr-23		30-Apr-24	
	2.00%		2.00%		2.00%		2.50%		3.00%	
STEPS	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY
	RATE	RATE	RATE	RATE	RATE	RATE	RATE	RATE	RATE	RATE
STARTING	\$101,339.05	\$46.40	\$103,365.83	\$47.33	\$105,433.15	\$48.28	\$108,068.98	\$49.48	\$111,311.05	\$50.97
AFTER 15 YEARS	\$102,350.54	\$46.86	\$104,397.55	\$47.80	\$106,485.51	\$48.76	\$109,147.64	\$49.98	\$112,422.07	\$51.48
AFTER 20 YEARS	\$103,376.83	\$47.33	\$105,444.36	\$48.28	\$107,553.25	\$49.25	\$110,242.08	\$50.48	\$113,549.34	\$51.99