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# **AGREEMENT**

**Between**

**Illinois Council of Police**

**And**

**Village of Winthrop Harbor**

**Covering Village of Winthrop Harbor Sergeants  
May 1, 2022 – April 31, 2024**

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## **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 attorney's 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.—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 two Union member to participate in contract negotiations 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.

### **5.3 Time Of Interrogations**

Any interrogation of Winthrop Harbor Sergeant shall be conducted during normal business hours, while the officer is on-duty, but not assigned to perform any law enforcement function.

### **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, and the identities of all persons that will be present during the interrogation. The Chief of Police, Deputy Chief of Police, Village Attorney and the Police Departments Legal Representative will be the only ones allowed to be present for the village during an interrogation. All questions directed to the Sergeant who is the subject of the investigation shall be asked by one and only one of those present representing the village at a time.

### **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.

(Effective January 1, 2023 "Any person may file an anonymous complaint against a Police Officer with the Illinois Law Enforcement Training & Standards Board).

### **5.6 Written Charges**

A Winthrop Harbor Sergeant under investigation shall be informed in writing of the nature of any and all charges or complaints when provided with a notice of interrogation date and time.

#### **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**



When an investigation of a Winthrop Harbor Sergeant determines that suspension or termination of that Sergeant is possible, 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 interrogation. If any investigation of a Winthrop Harbor Sergeant indicates that criminal prosecution of that Sergeant is possible, the Sergeant shall be given notification that the case has been turned over to the appropriate criminal prosecuting agency.

#### **5.11 Legal Counsel Rights and Responsibilities**

Any Sergeant who is advised that he or she will be subjected to 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 formal interrogation shall not be conducted until adequate representation for the Sergeant can be arranged. Five business days shall be the agreed upon advanced notice time frame, unless otherwise agreed upon due to extenuating circumstances.

Further, in the event a Sergeant utilizes force likely to cause death or great bodily harm, the Sergeant shall be allowed to notify the Union as soon as practical. The Union will be allowed to supply legal counsel as soon as possible to represent the Sergeant in the subsequent investigation.

#### **5.12 No Media Exposure**

The Village agrees that no personal information 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 unless otherwise required by law.

#### **5.13 No Compelled Testimony**

The Village/Union agree that a Sergeant who is the subject of an Informal Inquiry, or under Formal Investigation may be compelled to speak, give information to, be questioned by, or testify (with union representation) 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**

(This Section is contingent upon HB 3653 and all subsequent / applicable trailer bills)

### **6.1 Purpose And Filing Deadlines**

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

### **6.2 Definitions**

- (1)** GRIEVANCE shall mean an allegation by the Union or by an affected employee that there has been a violation, misinterpretation or misapplication of any provision of the Agreement.
- (2)** Any employee covered by this Agreement may be represented by a Union official, staff representative, on-site representative or attorney at any meeting, hearing, or appeal relating to a Grievance which has been formally presented.
- (3)** The President of the Union or the appropriate designee shall be advised of any meeting, hearing or appeal relating to a Grievance which has been formally presented and a representative of the Union shall have the right to attend and participate in any such meeting, hearing or appeal.

- (4) The failure of the Grievant to act on any Grievance within the prescribed time limits articulated elsewhere in this Article will act as a bar to any further appeal within this Grievance Procedure. If the Village's designated representative shall neglect to proceed to render a decision within the time limits, the Grievance may be advanced to the next step of the Grievance Procedure. Time limits, may, however, be extended by mutual agreement.
- (5) The term "Working Days," as it applies to the Grievance Procedure described in this Agreement, shall mean Monday through Friday except vacation periods or other days in which bargaining unit members are excused from working.

### **6.3 Procedures**

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

**STEP 1.** If the informal process with the immediate supervisor shall fail to resolve the problem, the Grievance may be formally presented in writing to the Chief or Deputy Chief. The filing of the formal written Grievance at this step must be within thirty (30) working days of the date of the occurrence giving rise to the Grievance or from the date when the Grievant might reasonably have become aware of the incident or situation that results in the filing of the Grievance. Upon receipt of the formal written Grievance, the Chief or Deputy Chief will arrange for a meeting to be held within ten (10) working days to review the Grievance. The formal Grievance shall clearly identify all Grievant, 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 Village Manager by filing the same in writing within ten (10) working days of receipt of the answer from the previous Chief of Police level. The Village Manager 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.

**STEP 3.** If the Grievance is not resolved at the preceding step, the Union may refer it to the Mayor or the Mayor's designee by filing the same in writing within ten (10) working days of receipt of the answer from the previous Chief of Police level. The Mayor or his designee will arrange for a meeting to be held within the ten (10) working days of such referral to review the Grievance. Each party shall have the right to include in its presentation such witnesses as it deems necessary to develop facts pertinent to the Grievance. A written answer, including reason(s), shall be provided to the Grievant within ten (10) working days of the meeting provided for in this paragraph. In the event the Grievance arises from a decision or action made by the Mayor or Board of Trustees, the Grievance may be initiated at Step 3 provided the time limits set forth in Step 1 & 2 are adhered to.

**STEP 4.** 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**

(This Section is contingent upon HB 3653 and all subsequent / applicable trailer bills)

### **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 evaluating supervisor and being allowed to examine and inspect the evaluation document. 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 (printed and/or electronic) kept by the Village on 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.

Sergeants shall have the right to have any documented verbal and/or written warning purged and removed from their personnel files if (1), the information is at least eighteen (18) months old and (2), any offenses, errors, infractions or violations described in the documented verbal and/or written warnings, have not been repeated in the ensuing eighteen (18) months.

Letters of reprimand, suspensions, last chance agreements, termination and any other forms of discipline above a written warning, shall remain in the officer's personnel file indefinitely.

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 legal 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 legal 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 three 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 second level of seniority shall be related to all full-time sworn officers promoted to the rank of Sergeant. Sergeant seniority shall be used in matters only relating to those holding the rank of Sergeant, such as reduction in force, annual vacation picks, shift scheduling and other matters that may arise from time to time and which may require a fair and equitable means of choosing one Sergeant over another.

The Third level of seniority shall be Police Department seniority. This seniority is not rank specific and is determine by the officer's date of hire by the Police Department, regardless of rank or full-time / part-time status. Police Department Seniority shall be used in matters such as opportunities to work overtime and/or special details that does not require a specific rank and/or employment status.

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 temporary full-time 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.

## **8.3 Seniority List**

The Village agrees to prepare a Seniority List on an annual basis, not later than December 31<sup>st</sup> 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 changes. 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 the Sergeants Ranks becomes necessary, it shall be implemented following the principle of reverse Sergeant 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 promoted back to Sergeant, before any Police Officer is 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, at the beginning of each calendar year. The Police Department shall solicit vacation requests from all full-time Sergeants NLT November 15 for the next calendar year. The vacations requested during this annual vacation selection process shall be approved or denied utilizing Police Department Seniority and posted on the departments schedule NLT December

15 for the next calendar year. All vacation and time due benefit time requested after the annual vacation selection period will be awarded on a first come – first serve basis.

### **8.7 Seniority And Transfers**

The Village agrees that the Chief of Police will, in the exercise of his sound discretion, consider seniority when 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. 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, extra duty & grant funded overtime assignments that does not require a specific rank shall be based on Department seniority, by utilizing a "sign up" sheet, or by a supervisor calling each officer on the seniority list. When a particular level of training, rank or expertise is required for a particular overtime assignment or detail, that assignment may be granted to a Sergeant of lesser Sergeant Seniority.

Scheduled, extra duty & grant funded overtime will be granted by utilizing the continuous rotating Department Seniority list. Once an officer is granted an overtime slot on the sign-up sheet, that officers name will go to the bottom of the continuous rotating seniority list and the next overtime spot on the signup sheet will go to the next officer on the list. This will preclude a senior officer from monopolizing all of the overtime assignments on one sign-up sheet or event.

Unscheduled emergency overtime, is overtime that occurs because there is an unscheduled absence of an officer from a shift that needs to be filled with less than a 12-hour advance notice. Unscheduled emergency overtime shall be filled



by the first available police officer that volunteers for the overtime. If no officer volunteers to work the unscheduled emergency overtime, the junior officer, or Sergeant if there is two Sergeants working the shift on-duty, will be compelled to hold over until a suitable replacement can be found. The least senior officer who can be contacted by the supervisor receiving the notification that creates the unscheduled emergency overtime shall be compelled to work the unscheduled emergency overtime.

The Department will maintain a continuous rotating seniority list which will be utilized in assigning scheduled overtime. However, a given Officer shall have the right to decline to work overtime if another Officer of comparable training and skill levels is available and indicates a willingness to work the unscheduled overtime. Also, individual Officers 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 Officer 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, except in emergency situations.

#### **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. 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. Court calls conducted via computer / remotely while an officer is on-duty shall not be compensated beyond the officer's regular pay.

### **9.2 Call-In Compensation**

The Village agrees that any Sergeant who is called in at least two (2) hours prior to the start of a regularly scheduled shift, or who is called in on what would otherwise be a regularly scheduled day off, shall be compensated for a minimum of two (2) hours, to be paid at the normal overtime rate of pay.

### **9.3 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.

#### **9.4 Uniforms**

The Winthrop Harbor Police Department agrees to provide a "Quarter Master" style of uniform purchasing and distribution system beginning May 1, 2023. The Village agrees to form and maintain a Winthrop Harbor Police Department Uniform Committee, consisting of a representative from the Sergeants Union. The WHPD Uniform Committee shall be responsible for assisting the Chief of Police in developing and maintaining a uniform and equipment "list" that will be utilized to purchase and issue uniform and equipment items.

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.

#### **9.5 Overtime Compensation and Compensatory Time**

Sergeants may be required to work overtime in both emergency and non-emergency situations. Sergeants required to work overtime shall be compensated for such time at the rate of one and one-half (1.5) times the regular rate of pay. Overtime is defined as any work in excess of eighty (80) hours in any pay period and shall be earned in minimum increments of thirty (30) minutes each. Personal days, vacation days or sick days taken during this eighty (80) hour pay period will be considered as days worked. Nothing in this section shall conflict with the holiday overtime rate described in Article X of this Agreement.

Except in emergency situations, the combination of required overtime hours and regular-time hours shall not exceed 16 hours in any 24-hour period for any given Sergeant, regularly scheduled hours. Also, no Sergeant shall be required to work 16 hours per day in any two-day period and no Sergeant shall be required to work more than two (2) 16-hour days in any standard workweek.

Except in emergency situations, Sergeants who work a regular 8 hour shift may volunteer for an additional four (4) hours of overtime for each day of the regular workweek, but in no case may such Sergeant be required to work more than 20 hours of overtime in any one week.

In Non-Emergency situations, Officers may decline to work overtime if they have a pressing family or personal obligation that prevents them from working overtime (such as an appointment with a medical professional or a child or children who cannot be left alone without a babysitter).

Overtime shall be paid along with regular-time compensation in the Officers' regularly scheduled paychecks, unless individual Officers elect to receive their overtime pay in the form of compensatory time. Compensatory time, which shall be earned at overtime rates, shall be granted to full-time Sworn Police Officers who indicate to the Chief of Police or his designee that they choose such compensatory time in lieu of actual payment in their paychecks. Compensatory time may be used for time off on an hour-for-hour basis, and may be taken in increments as small as one hour.

Compensatory time may be accumulated up to a maximum of sixty (60) hours. The Chief or his designee will keep accurate records of how much compensatory time is in each Officer's account. Notwithstanding the foregoing two paragraphs of this section, the Village reserves the right to suspend any or all officer's right to take compensatory time off work during any bona fide emergency. Such an emergency may, but need not, include the following: periods of civil unrest, severe weather, large-scale fires or natural disasters, widespread illness among staff members and other unusual events requiring staffing at super-normal levels.

## **9.6 Rules, Regulations, Policies and Procedures**

The Village agrees that within sixty (60) days following the signing of this Agreement, the Chief of Police or his designee will prepare and make available to all covered Sergeants, copies of all Village and Police Department Rules, Regulations, Policies and Procedures that pertain to Police work and the specific duties of Winthrop Harbor Police Sergeants. Sergeants will sign a cover sheet indicating that they have received access to the materials. It is understood that by making available such written Rules, Regulations, Policies and Procedures that guide their daily activities, that a higher level of professionalism in Police work will be realized. However, in the event that any existing Rule, Regulation, Policy or Procedure directly conflicts with the Articles or Sections of this Agreement, this Agreement shall take precedence over the existing Village Rules, Regulations, Policies and Procedures.

## **ARTICLE X – HOLIDAYS AND LEAVES**

### **10.1 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 two or more work days scheduled before or after a Holiday, vacation or benefit time 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 10<sup>th</sup> 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.

Sergeants may transfer 5 sick days to another Police Department employee within a 12-month period to help their fellow employees due to any catastrophic, medical emergency or long term treatment and/or recovery.

#### **10.4 Bereavement Leave**

Up to (5) five days of benefit time shall be granted in the event of a death of an immediate family member: spouse, child, parent, sibling, grandchild, or grandparent

#### **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 Sergeants shall earn paid vacation time off according to the following schedule, based on the total number of years the Sergeant has worked as a Sworn Full-time Police Officer.

- \* 1 Year Service            5 Work Days Vacation
- \* 2 Years Service        10 Work Days Vacation
- \* 3 Years Service        11 Work Days Vacation
- \* 4 Years Service        12 Work Days Vacation
- \* 5 Years Service        13 Work Days Vacation

* 6 Years Service	14 Work Days Vacation
* 7 Years Service	15 Work Days Vacation
* 8 Years Service	16 Work Days Vacation
* 9 Years Service	17 Work Days Vacation
* 10 Years Service	18 Work Days Vacation
* 11 Years Service	19 Work Days Vacation
* 12 Years Service	20 Work Days Vacation
* 13 Years Service	21 Work Days Vacation
* 14 Years Service	22 Work Days Vacation
* 18 Years Service	25 Work Days Vacation
* 22 Years Service	26 Work Days Vacation
* 24 Years Service	27 Work Days Vacation
* 26 Years Service	28 Work Days Vacation
* 28 Years Service	29 Work Days Vacation
* 30 Years Service	30 Work Days Vacation

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

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. Employees who participate in department mandated 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. Sergeants who travel outside Winthrop Harbor for department mandated training will be supplied with a Police Dept. vehicle (when available) 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 department mandated 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 department mandated training requires overnight lodging, the Village will pay for lodging and also a \$30.00 daily per diem.

Sworn officers may request police related training other than department mandated training with the following stipulations.

1. The training is directly law enforcement related and beneficial to the officer's duty assignment.
2. The training does not require over-time hire back to cover the requesting officer's duty assignment.
3. The officer agrees to cover all expenses related to the training other than the officer's regular salary, for regular days assigned to work during the training.

### **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 Salaries**

The Sergeants Union agrees to the below listed pay scale provisions, establishment and advancement that will go into effect with the ratification and signing of this contract, not retroactive to May 1, 2022.

**Winthrop Harbor**

**Sergeants**

**Hourly**

**Yearly**

Starting Sergeants 9/20/22		
2.5% + \$1.68 per hour	\$40.41	\$84,052.80
After One Year 9/20/22		
2.5% + \$1.68 per hour	\$44.01	\$91,540.80

Starting Sergeants 9/20/23		
3.0% + \$1.68 per hour	\$43.35	\$90,168.00
After One Year 9/20/23		
3.0% + \$1.68 per hour	\$47.06	\$97,886.80

General Provision: Sworn police officers promoted to Sergeant will receive Step One Sergeants pay beginning on their promotion date. Sergeants will advance to step two after completing one year of service as a Sergeant.

**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.*

**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**

The Winthrop Harbor Police Department does not have the ability to create "Special Assignment Positions" created to accommodate a light duty request.

### **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 May 1, 2022 and shall remain in full force and effect until 11:59 p.m. on the 31<sup>st</sup> Day of April, 2024.

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 18<sup>th</sup> day of October, 2022

**Illinois Council Of Police,**

**Village of Winthrop Harbor,**

*Richard L Bruno*

Richard L Bruno, President

*Dr. Michael A Bruno*

Dr. Michael A Bruno  
Mayor

*Wyn Boylston*

Chapter Representative

