# THE VILLAGE OF WILLOW SPRINGS
# COOK COUNTY, ILLINOIS

## RESOLUTION
## NUMBER 2020-R-07

A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF WILLOW SPRINGS AND THE METROPOLITAN ALLIANCE OF POLICE, CHAPTER #597

JOHN M. CARPINO, President

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ERNIE MOON
MELISSA N. NEDDERMEYER
FRED POSCH

TRUSTEES

**RESOLUTION NO. 2020-R-07**

**A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF WILLOW SPRINGS AND THE METROPOLITAN ALLIANCE OF POLICE, CHAPTER #597**

**NOW, THEREFORE, BE IT RESOLVED**, by the President and the Board of Trustees of the Village of Willow Springs, Cook County, Illinois, as follows:

**Section 1.** That certain collective bargaining agreement between the Village of Willow Springs and the Metropolitan Alliance of Police, Chapter #597, a copy of which is attached hereto as Exhibit "A" is hereby approved.

**Section 2.** The Village President and Village Clerk are hereby authorized and directed to execute and attest, respectively, said collective bargaining agreement and Side Letter Agreement.

**(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)**

**RESOLUTION 2020-R-07 APPROVED** this 10TH day of September, 2020, pursuant to a roll call vote as follows:

| | YES | NO | ABSENT | PRESENT |
|---|---|---|---|---|
| Trustee Birks | ✓ | | | ✓ |
| Trustee Carr | ✓ | | | ✓ |
| Trustee Kennedy | ✓ | | | ✓ |
| Trustee Moon | ✓ | | | ✓ |
| Trustee Neddermeyer | ✓ | | | ✓ |
| Trustee Posch | ✓ | | | ✓ |
| Mayor Carpino | | | ✓ | |
| **TOTAL** | 6 | Ø | 1 | 6 |

**APPROVED** by the Village President on September 10, 2020.

John M. Carpino, Village President

ATTEST:

Mary Jane Mannella, Village Clerk

VILLAGE OF WILLOW SPRINGS INCORPORATED JUNE 16, 1892 COOK COUNTY, ILLINOIS

# EXHIBIT A

## COLLECTIVE BARGAINING AGREEMENT

# COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

VILLAGE OF WILLOW SPRINGS

AND

METROPOLITAN ALLIANCE OF POLICE, CHAPTER #597

COVERING WILLOW SPRINGS POLICE OFFICERS
MAY 1, 2020 THROUGH APRIL 30, 2023

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## INTRODUCTION

This Agreement is entered into by and between the Village of Willow Springs, an Illinois Municipal Corporation (hereinafter referred to as "Village" or "Employer" and the Metropolitan Alliance of Police, Chapter #597 (hereinafter referred to as "Union").

## WITNESSETH:

WHEREAS, it is the intent of the parties hereto to work together to provide and maintain satisfactory terms and conditions of employment; and

WHEREAS, the parties hereto have reached certain agreements regarding the orderly collective bargaining relationship between the Village and the Union which represents the Employees (as hereinafter defined) in the bargaining unit; and

WHEREAS, the parties are desirous of documenting their agreements and understandings in this written Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:

## RECITALS

The recitals set forth above are incorporated into and made a part of this Agreement, as if fully set forth herein.

## ARTICLE I - RECOGNITION

1.1 UNIT DESCRIPTION

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on all matters relating to wages, hours and all other terms and conditions of employment for all Employees in the bargaining unit as follows:

All full-time sworn police officers below the rank of Sergeant, in accordance with the Illinois State Labor Relations Board Case number S-RC-14-061 (hereinafter sometimes referred to as the "Employee(s)" or "Bargaining Unit Members").

1.2 PART-TIME / RESERVE / AUXILIARY OFFICERS UTILIZATION:

The Village shall limit the usage of part-time/reserve/auxiliary police officers to an aggregate annual number of Thirteen Thousand (13,000) hours annually. The Village shall comply with the provisions of *65 ILCS 5/3.1-30-20,* entitled "Auxiliary Police Officers" and *50 ILCS 705/8.1 et seq.*, entitled "Full-Time Police and County Corrections Officers."

SCHEDULING: The Village shall make every reasonable effort to offer overtime work to bargaining unit members on the basis of seniority rotation. Officers on vacation, sick leave, personal leave, compensatory time, or who are on any other time off shall not be eligible to work overtime, however, and thus will be considered unavailable during their period of absence. For employees on vacation, personal leave, and compensatory time, such employees will be considered absent and hence unavailable during the hours they were otherwise scheduled to work. For employees on any other leave of absence, they will be considered absent and hence unavailable during the twenty-four hour period they are absent when they call in for a single day off, and from the time the employee first calls in (or takes off) until the beginning of the first shift the employee is eligible and scheduled to return to work for multiple day absences, absent approval of the Chief.

For unanticipated vacancies (notice to department within 12 hours of scheduled shift) where the Chief determines to fill the vacancy either by hiring back/holding over someone at overtime or hiring a part time officer, the Chief will seek volunteers from available bargaining unit employees for the first four hours, and then be free to schedule part timers if there are no volunteers (offered in seniority order, first to those on shift and then to employees not on shift) and part timers for the remaining hours of the vacant shift. Officers on leave will be considered unavailable during their period of absence, absent approval of the Chief. The Chief may schedule part-timers for all other vacancies.

In the event the Chief desires to hold over or hire back a bargaining unit employee to work overtime, and there are no volunteers from among available bargaining unit employees, the Chief may mandate the overtime. Said mandate shall begin with the least senior officer who is available being mandated, however at no time shall an officer be mandated more than two shifts in a Sunday to Saturday period absent an emergency or the inability to mandate a sufficient number of available bargaining unit employees. The Chief shall not mandate overtime for unavailable bargaining unit employees absent an emergency or the inability to mandate a sufficient number of available bargaining unit employees.

The current practices of the Village regarding the use of part-time officers in special units of the Police Department shall not be expanded upon during the term of this Agreement. The Village shall make every reasonable effort to offer special unit training and assignments to bargaining unit members. The Village shall reserve the right to select bargaining unit members for such special assignments. A part-time officer may be utilized to assist a full-time officer in a specialty unit.

TRAINING: Part-time/reserve/auxiliary officers shall not be utilized for street duties to supplement the regular full-time sworn force without first complying with *50 ILCS 705/8.1 et seq.*, entitled "Full-Time Police and County Corrections Officers."

1.3 PROBATIONARY PERIOD [REVISED LANGUAGE IN PACKAGE]

The probationary period for all Employees hired after the date this Agreement is signed shall be eighteen (18) months. During the probationary period, Employees shall be entitled to all benefits provided for in this Agreement, except that any discipline and/or termination shall not be subject to the grievance procedure set forth in this Agreement.

1.4 CERTIFIED EMPLOYEES - LATERAL HIRES

CERTIFIED EMPLOYEES: There shall be designated a separate classification of probationary Employees who shall be "Certified". "Certified" shall mean certification through the Illinois Law Enforcement Training Board. Any probationary Employee hired shall not be classified as a "Certified" Employee unless said Employee has met the requirements set forth in the following definition of "Certified Probationary Employee." A "Certified Probationary Employee" is defined as a newly hired Employee with at least twelve (12) months of uninterrupted service within the last twenty-four (24) months, in a full-time or part-time capacity, with one or more recognized Illinois Police agencies and has obtained certification through the Illinois Law Enforcement Training Board.

RECOMMENDATION & BACKGROUND INVESTIGATION: Notwithstanding any other provision contained within this Agreement or in the rules and regulations of the Willow Springs Board of Fire & Police Commissioners, the Police Chief has the authority to recommend to the Board of Fire and Police Commissioners the hiring of an officer as a "lateral transfer" who is certified pursuant to the requirements of this Article I §4. The Board of Fire and Police Commissioners shall conduct a background investigation which shall include a psychological evaluation, polygraph test and oral interview of the proposed lateral hire. The proposed lateral hire shall not be subject to a written examination. If the proposed lateral hire passes the background investigation and oral interview, he/she shall be appointed as a full-time sworn police officer with the Willow Springs Police Department.

PROBATIONARY PERIOD: Any laterally-hired officer shall be subject to the same probationary period as any other newly-hired officer as set forth in the collective bargaining agreement.

SALARY & SENIORITY: The Mayor and the Board of Trustees shall determine the initial compensation of the laterally-hired officer by determining his number of years of experience as a full-time or part-time officer in any other municipal police department or with the State, and compensating the laterally-hired officer at the rate set forth in the collective bargaining agreement for similarly-experienced officers. A laterally-hired officer is considered a newly-hired officer for purposes of seniority.

## ARTICLE II - UNION DUES AND DEDUCTION

### 2.1 DUES & DEDUCTIONS

During the term of this Agreement, the Employer will deduct from each Employee's paycheck, the appropriate Union dues for each Employee who has filed with the Employer a written authorization form. The Employer shall remit such deductions monthly to the Metropolitan Alliance of Police, Chapter #597 at the address designated by the Union.

The Employer agrees that during the term of this Agreement to provide newly hired Employees with a dues deduction form within ten (10) days of their hire date and further agrees to notify the Union of any change in Employee status including but not limited to new hires, resignations, etc. within thirty (30) days of the effective date.

During the term of this Agreement, the Union may change the fixed, uniform dollar amount by providing the Employer with thirty (30) days notice of any such change.

If an Employee has no earnings or insufficient earnings to cover the amount of dues deduction, the Union shall be responsible for the collection of that Employee's dues. The Union agrees to refund to the Employees, any amounts paid to the Union in error on account of this dues deduction provision.

Employer agrees to notify the Union of the hiring of all new full-time Sworn Police Officers whose job classifications are covered by this Agreement, within ten (10) working, days of the date of the commencement of employment. Further, Employer shall notify the Union within ten (10) working days of the date of any change of status whereby a part-time Police Officer becomes a full-time sworn police officer.

### 2.2 INDEMNIFICATION

The Metropolitan Alliance of Police shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and officers from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) and for all legal costs including attorneys' fees incurred by the Village that may arise out of or by reason of any action taken or not taken by the Village for the purpose of complying with the provisions of this Article, or in reliance on any written check-off authorization furnished under any of such provisions, provided that the Village does not initiate or prosecute such action (other than to enforce the Union' indemnification obligations in light of action brought against the Village by a third party).

### 2.3 EMPLOYEES' LIST

The Employer agrees to submit a list of new bargaining unit employees to the Union on a biannual basis. Such list shall provide each new employee's date of hire, and home address.

## ARTICLE III - UNION RIGHTS

3.1 ACTIVITY DURING WORKING HOURS

Employees shall, after giving appropriate notice to the Employer, be allowed reasonable time off, with pay, if working to attend grievance hearings, grievance meetings or labor-management meetings with the Employer, if by virtue of their position with the Union, their attendance is necessary. Attendance shall be subject to reasonable prior notice and the approval of the Chief of Police or his designee which approval shall not be unreasonably denied or withheld.

3.2 ACCESS TO WORKSITES BY UNION REPRESENTATION

The Employer agrees that a representative from the Union shall have reasonable access to the premises of the Employer upon appropriate notice to the Chief or his designee. The Chief of Police or his designee shall be advised in advance of visits and such visits shall be subject to his approval which shall not unreasonably be denied or withheld.

3.3 ATTENDANCE AT UNION MEETINGS

The Employer agrees that authorized Chapter Officers of the Union who are working shall be permitted reasonable time off with pay if scheduled to work to attend general executive and special meetings of the Union, provided:

a. No more than one (1) representative shall be permitted time off with pay at any one time;

b. No more than six (6) meetings per year shall qualify for this provision;

c. No meetings shall exceed more than three (3) hours in duration, except by mutual agreement;

d. At least forty-eight (48) hours advance notice of such meetings shall be given by the Employee to the Chief of Police or his designee;

e. All such meetings shall be subject to emergency interruption if deemed necessary by the Employer; and

f. Meetings shall be conducted within the corporate limits of the Village. For such meetings, the Village shall either make available a Village location without surveillance or permit the meeting to occur in the restaurant area of a restaurant provided no alcohol is served to anyone present during the meeting.

## ARTICLE IV - MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Village retains all of the traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, including, but not limited to the following: to plan, direct, control and determine the budget and the operations,

services and missions of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards (not otherwise prohibited by law) and, from time to time, to change those standards and to assign overtime: to contract out for goods and services; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders and policies; to fairly evaluate employees; to establish performance standards; to discipline, suspend and discharge non probationary employees for just cause; to change or eliminate existing methods, equipment or facilities or introduce new ones; to take any and all actions as may be necessary to carry out the mission of the Village and the Police Department in the event of a civil emergency as may be declared by the Mayor, Police Chief or other authorized designees. It is the sole discretion of the Mayor to determine that civil emergency conditions exist which may include, but not limited to, riots, civil disorders, tornado conditions, flood or other catastrophes: and to carry out the mission of the Village provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

## ARTICLE V - NO STRIKE

5.1 NO STRIKE COMMITMENT

Neither the Union, nor any Employee will call, initiate, authorize, participate in, sanction, encourage or ratify any work stoppage, slowdown or withholding of services or any other job action related to a labor dispute.

5.2 NO LOCKOUT

During the term of this Agreement, the Employer shall not instigate a lockout over a dispute with the Union.

5.3 RESUMPTION OF OPERATIONS

In the event of action prohibited by this Article V §1 above, the Union shall immediately disavow such action and request the Employees to return to work, and shall use its best efforts to achieve a prompt resolution of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect upon complying with the terms of this Article. All Police Officers who hold a position of authority in the Union or hold a position of special trust, have a responsibility to stay at work and use their best efforts to encourage other Employees to return to work.

5.4 DISCIPLINE OF STRIKERS

Any Employee who violates the provisions of Article V §1 shall be subject to discipline up to and including, discharge. Any discipline taken against an Employee who participates in an action prohibited by Article V §1 shall not be subject to the grievance procedure except that the issue of whether an Employee in fact participated in an action prohibited by Article V §1 shall be subject to the grievance and arbitration procedure.

5.5 JUDICIAL RESTRAINT

Nothing contained herein shall preclude either party from obtaining judicial restraint and damages in the event that either party violates this Article.

## ARTICLE VI - DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

6.1 DEFINITION OF A GRIEVANCE

A Grievance is defined as a meritorious dispute between the Employer and an Employee or the Union regarding an alleged violation or misapplication of an express provision of this Agreement. No Employee covered by the terms of this Agreement shall be suspended, relieved from duty, disciplined in any manner, or separated from employment without just cause, and such matters will be subject to the grievance and arbitration procedure set forth herein or subject to the jurisdiction of the Willow Springs Fire & Police Commission pursuant to the Illinois Municipal Code's Board of Fire & Police Commissioners Act, 65 ILCS §10, Division 2.1, but not both.

For suspensions of five days or less, upon receipt of the suspension, the employee, by his or her decision to either file a grievance under the contract or an appeal with the BFPC, irrevocably waives his or her right to pursue his or her grievance/appeal in the other forum. In no event may an employee both file a grievance and appeal to the BFPC for the same suspension.

For suspensions of greater than five days and no more than thirty days, or discharges, notice of said disciplinary action shall be provided in writing to the non-probationary employee. Upon providing said notice, the Chief shall have the authority to implement the disciplinary decision. The employee shall have ten (10) business days to elect, irrevocably and in writing whether to accept the discipline, proceed with the BFPC by having charges brought against him or her or to grieve the discipline through the grievance/arbitration procedure. Upon an employee's election to appeal a suspension of more than five days or termination through the grievance procedure, the BFPC is divested of jurisdiction to pursue this disciplinary matter. The employee and the Union shall be deemed to have waived any right to proceed before the BFPC, although they shall have the right to process their grievance through the grievance arbitration procedure.

The parties agree that the grievance procedure and the hearing process by the BFPC are mutually exclusive and no relief shall be available under the grievance procedure for any action first heard before or appealed to the BFPC.

The procedures of this Article shall supersede the notice and hearing procedures set forth in the Willow Springs Police Department Rules and Regulations (Disciplinary Procedures).

6.2 REPRESENTATION

Grievances may be processed by the Employee or the Union on behalf of an Employee or group of Employees. The Union may have the grievant or grievants

present at any step of the grievance procedure, and the grievant shall be entitled to Union representation at any step of the grievance procedure.

6.3 PROCEDURE

STEP 1: Any Employee or Union representative who has a grievance, shall submit the grievance in writing (on the approved form attached hereto as appendix B) to the Chief of Police or his designee. The grievance shall contain a statement of facts and circumstances, the provision(s) of the Agreement alleged to have been violated, and the relief sought. All grievances shall be filed within ten (10) business days from the date of the occurrence or ten (10) business days from the date which the grievant could reasonably have learned of the circumstances which give rise to the grievance. The Chief or his designee shall investigate the grievance with the grievant and/or the Union at a mutually agreed date and time. Thereafter, the Chief shall render a written response to the grievant within ten (10) business days after the receipt of the grievance. Grievances not timely filed shall be deemed waived with prejudice.

STEP 2: If no response is received or the grievance is not settled at step #1, and the grievant wished to appeal the decision at step 2, the grievance shall be submitted in writing to the Mayor within five (5) business days after receipt of response at step 1, or when a response should have been received at step 1. The grievance shall set forth the facts and circumstances and shall state the reason for believing the grievance was improperly denied at step 1. The Mayor shall then investigate the grievance and will hold a meeting with the parties involved in the grievance at, a reasonably convenient time. The Mayor shall then respond to the grievance, in writing, within ten (10) business days after conducting such meeting. If the Mayor is unavailable to act at Step 2, the Village Administrator shall act in his stead.

STEP 3: If the grievance is not settled at step 2, and the Union wishes to appeal the grievance, it may refer the matter to arbitration within ten (10) business days of receipt of the Mayor's response at step 2, or when a response should have been received at step 2. The arbitration shall proceed in the following manner:

1. A representative of the Employer and the Union shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. Each party shall have the right to reject one list in its entirety. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the Employer and the Union. The winner of a "coin toss" shall determine the first to strike. The person whose name remains on the list shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Union. The letter shall request the arbitrator to set a time and place for hearing the grievance, subject to availability on the part of the Employer and the Union. Hearings shall be conducted in the Village of Willow Springs, unless otherwise mutually agreed.

2. Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator. The Employer and the Union shall have the right to request the arbitrator to require the presence of witnesses and documents with each party bearing their own expense. The expenses and fees of arbitration and the cost of the hearing rooms shall be shared equally between the Employer and the Union. Cost of arbitration shall include the arbitrator's fees, room costs, and transcription costs for the arbitrator's transcript, if so requested by the arbitrator. Each party shall bear the cost of its own transcript if they require one.

3. The decision and award of the arbitrator shall be made within thirty (30) days following: the end of hearings or the submission of briefs, whichever is later and shall be final and binding on the parties involved. The arbitrator shall have the right to hear more than one (1) grievance.

## ARTICLE VII - SENIORITY

### 7.1 SENIORITY DEFINED

Seniority is defined as an Employee's continuous length full-time services as a police officer with the Employer. Seniority shall be used when determining layoffs, vacation preferences in accordance with this Agreement, and all other past practices in which seniority is a factor. Leaves exceeding ninety (90) days shall be deducted from the total accumulated days of full-time service in determining seniority except Military leaves or leaves resulting from duty related injuries. If hired on the same date, ranking on the eligibility list shall establish seniority, with the Employee higher ranking being the most senior.

## ARTICLE VIII - EMPLOYMENT RIGHTS

### 8.1 PERSONAL ASSETS

No Employee shall be required or requested to disclose to the Employer any item of his property, income, assets, source of income or assets, debts or personal or domestic expenditures (including those of any member of his family or household) unless such information is necessary in an internal investigation with regards to the Employee's assets.

### 8.2 RELEASE OF INFORMATION

Unless otherwise required by law, no photograph or personal information about an Employee will be disclosed by the Employer to the media or general public at any time during the term of this Agreement, unless the Employee approves of such disclosure in advance of its release.

### 8.3 TESTIMONY

The Employer shall not compel an Employee under investigation to speak to, testify before, or be questioned by any civilian review board, except as otherwise provided for in the grievance procedure set forth in this Agreement.

8.4 INVESTIGATION OF EMPLOYEE

In any meeting called by command or supervisory personnel, which an Employee reasonably believes that discipline will result from the meeting, the Employee may request that a Union representative be present. The Uniform Peace Officers Disciplinary Act, *50 ILCS 725 et seq.,* as well as *Weingarten* and its progeny shall apply to any inquiry which may lead to the disciplinary action, and shall be incorporated herein by reference.

8.5 REPLACEMENT OF PROPERTY

The Employer agrees to repair or replace corrective lenses, prescription sunglasses or wrist watch when same is damaged or destroyed as the result of the Employee's performance of duty which required the use or exertion of physical force. Such claims shall be documented by the Employee to the reasonable satisfaction of the Employee's supervisor and shall be limited to Five Hundred Dollars ($500.00) per occurrence and maximum of fifteen hundred dollars ($1,500.00) per twelve (12) month period beginning on the date of the first reported occurrence.

8.6 GPS DEVICES

Information gathered from any GPS device will not be used as the sole basis for discipline.

## ARTICLE IX - NON-DISCRIMINATION

9.1 EQUAL EMPLOYMENT OPPORTUNITY

The Employer will continue to provide equal employment opportunity for all Employees covered by the terms of this Agreement, and shall develop or maintain and apply equal employment practices.

9.2 NON-DISCRIMINATION

The Employer shall not discriminate against Employees, and employment related decisions will be based on qualifications and predicted performance in a given position without regard to race, color, sex, religion, disability or national origin of the Employee. Nor shall the Employer discriminate against Employees as a result of membership to the Union.

9.3 USE OF MASCULINE PRONOUN

The use of the masculine pronoun in this or any other document is understood to be clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well

## ARTICLE X - IMPASSE RESOLUTION

The resolution of any bargaining impasse shall be in accordance the Illinois Public Labor Relations Act, *5 ILCS 315/14*, as may be amended from time to time, or as may otherwise be mutually agreed.

## ARTICLE XI - LABOR/MANAGEMENT CONFERENCE

11.1 LABOR/MANAGEMENT MEETINGS

The Union and the Employer mutually agree that in the interest of efficient management and harmonious Employee relations, it is desirable that meetings be held between the Union and responsible representatives of the Employer. Such meetings may be requested at least seven (7) days in advance, or less if necessary, by either party by placing in writing a request to the other for a "labor-management conference" and expressly providing the agenda for such meeting. Such meetings which shall not exceed four (4) annually unless mutually agreed to by the parties shall be limited to:

a. Discuss the implementation and general administration of this Agreement

b. Notify the Union of changers in non-bargaining conditions of employment contemplated by the Employer which may affect Employees.

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

11.2 ATTENDANCE AT LABOR/MANAGEMENT MEETINGS

Attendance at labor-management conferences shall be voluntary on the Employee's part. Attendance at such conference shall not interfere with required duty time, and attendance, if during duty time, is permitted only upon reasonable notice and prior approval of the Chief of Police. The Chief of Police may approve attendance subject to the manpower needs of the department. Employees attending a labor-management conference while on duty shall suffer no loss in pay during approved attendance. Employees attending such conferences shall be limited to two (2).

## ARTICLE XII - DRUG TESTING

12.1 POLICY

It is the policy of the Employer that the public has the reasonable right to expect persons employed by the Employer to be free from the effects of drugs and alcohol. The Employer, as the Employer, has the right to expect the Employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any established rights of the Employees.

12.2 PROHIBITION

Employees shall be prohibited from:

a. consuming or possessing alcohol, cannabis or illegal drugs (unless in accordance with duty requirements) at any time during the workday or

anywhere on any Employer premises or job sites, including all Employer buildings, properties, vehicles and the Employee's personal vehicle while engaged in Employer business;

b. illegally selling, possessing, purchasing or delivering any illegal drug or cannabis at any time (unless in accordance with duty requirements);

c. being under the influence of alcohol (defined as a blood alcohol level at or above .02), cannabis (defined as a confirmatory test result of 15 Ng/mL or more of THC) or illegal drugs during the course of the workday, and

d. failing to report to their supervisor any known adverse side effect of medication or prescription drugs which they are taking.

12.3 DRUG & ALCOHOL TESTING PERMITTED

Where the Employer has reasonable suspicion to believe that an Employee is then under the influence of alcohol, cannabis or illegal drugs during the course of the work day, the Employer shall have the right to require the Employee to submit to alcohol or drug testing as set forth in this Agreement. A Supervisor must certify his or her reasonable suspicion concerning the affected Employee prior to any order to submit to the testing authorized here. The Employer may conduct lawful drug tests as it may deem appropriate for persons seeking employment as Employees prior to their date of hire. The Employer may conduct random drug testing up to twelve (12) times per year using a system agreed upon by the Employer and the Union and each employee member may not be tested randomly more than two (2) times. Should the Employer seek to impose random testing, the Employer will provide the Union with at least thirty (30) days notice and offer to sit down with the Union to discuss the neutral process by which employee shall be randomly selected for testing. In the event the parties cannot agree to the selection process, the process itself shall be subject to arbitration.

Post testing for drugs and alcohol of officers shall be conducted for personal injury accidents and in officer involved shootings and shall be conducted by utilizing the least intrusive means possible, which means in no case shall testing include a blood draw or a blood test. As used in this paragraph, "officer-involved shooting" means any instance when an officer discharges his or her firearm, causing injury or death to a person or persons, during the performance of his or her official duties or in the line of duty. Such testing must be completed as soon as practicable after the officer-involved shooting, but no later than the end of the involved officer's shift or tour of duty.

12.4 ORDER TO SUBMIT TO TESTING

At the time an Employee is ordered to submit to testing authorized by this Agreement, the Employer shall provide the Employee with a written notice of the order, setting forth all of the objective facts which have formed the basis of the order to test. The Employee shall be permitted to consult with a representative of

the Labor Union at the time the order is given. Testing shall not be unreasonably delayed by reason of the Employee's inability to consult legal counsel or labor representatives. No questioning of the Employee shall be conducted without first affording the Employee the right to Labor Union representation and/or legal counsel. Refusal to submit to such testing may subject the Employee to discipline, but the Employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

12.5 VOLUNTARY REQUESTS FOR ASSISTANCE

The Employer shall take no adverse employment action for drug or alcohol use against an Employee who voluntarily seeks treatment, counseling or other support for alcohol or drug related problems, prior to any request by the Employer to submit to testing in accordance with this Article, other than the Employer may require reassignment of the Employee with pay if he is then unfit for duty in his current assignment. The Employer shall make available a means by which the Employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Employer through whatever means, shall not be used in any manner adverse to the Employee's interest, except reassignment as described above.

An Employee who voluntarily seeks assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action for drug or alcohol use by the Employer. The foregoing is conditioned upon:

a. the Employee notifying the Employer before being subject to testing;

b. the Employee agreeing to appropriate treatment as determined by the physicians involved;

c. the Employee discontinues his use of cannabis, illegal drugs or abuse of alcohol;

d. the Employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve months.

e. the Employee agrees to submit to random testing during hours of work during, the period of "after-care;" and

f. the Employee's use of drug or alcohol did not contribute directly to the loss of life or injury to any person.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an Employee on active status throughout the period of rehabilitation if it is appropriately determined that the Employee's current use of alcohol or drugs prevents such individual from performing the duties of a police officer or whose continuance on active status would constitute a direct threat to the property or safety of others. Such Employees shall be afforded the opportunity to use

accumulated paid leave or take an unpaid leave of absence, at the Employee's option, pending treatment. The foregoing shall not limit the Employer's right to discipline Employees for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

12.6 DISCIPLINE

Employees who do not agree to or who do not act in accordance with the provisions of Article XII §5, or Employees who test positive for the presence of cannabis, illegal drugs or alcohol during the hours of work and who have not voluntarily requested assistance, or Employees who test positive for the presence of cannabis, illegal drugs or alcohol during the hours of work after having complied with the provisions of Article XII §5 shall be subject to discipline up to and including discharge.

## ARTICLE XIII - LAYOFF

13.1 LAYOFF PROCEDURE

The Employer in its discretion shall determine when and whether layoffs are necessary.

If the Employer so determines, Employees covered by this Agreement will be laid off in accordance with their length of service with the Employer as provided in the Illinois Municipal Code, *65 ILCS 5/10-2.1-18.* All Employees and the Union shall receive notice in writing of the layoffs at least fifteen (15) days in advance of the effective date of the layoff. The Employer shall not hire or contract out other parties to perform the duties that only a peace officer may perform while there are Bargaining Unit Members on layoff.

13.2 RECALL

Employees who are laid off shall be placed on a recall list for a minimum period of two (2) years. If there is a recall, Employees who are still on the recall list shall be recalled in the reverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training. Employees who are eligible for recall shall be given fifteen (15) days calendar notice thereof by Certified or Registered Mail, return receipt requested, with a copy to the Union. The Employee must notify the Chief of Police or his designee of this intention to return to work within seven (7) days after receiving a notice of recall. If an Employee fails to timely respond to the recall notice, his name shall be removed from the recall list.

## ARTICLE XIV - EMPLOYEE SECURITY

14.1 JUST CAUSE STANDARD

No Employee covered by the terms of this Agreement shall be suspended, relieved from duty, disciplined in any manner, or separated from employment without just cause.

14.2 PERSONNEL FILES

The Employer agrees to abide by the "Personal Record Review Act" *820 ILCS 40/1, et seq.* All discipline imposed on an Employee amounting to a suspension of less than three (3) days shall be purged from the Employee's file after a period of four (4) years from the date upon which such discipline was imposed, and shall not be used against the Employee in any future proceedings.

Any information of an adverse employment nature which may be contained in any unfounded, exonerated or otherwise not sustained file, shall not be used against the Employee in any future proceedings.

## ARTICLE XV - SAFETY ISSUES

15.1 SAFETY MEETINGS

The Chief of Police or his designee will meet with the Union to discuss safety issues.

Any report of recommendation which may be prepared by the Union, or designee(s) of the Chief of Police as a direct result of any such meeting will be in writing and copies submitted to the Chief of Police and the representatives of the Union.

15.2 DEFECTIVE EQUIPMENT

No Employee shall be required to use any equipment that has been designated by the Union and the Employer as being defective because of a disabling condition, this shall include Village owned weapons.

When an assigned department vehicle is found to have disabling defect or is in violation of the law, the Employee will notify his supervisor, complete the required reports, and follow the supervisor's direction relative to requesting repair, replacement of the continued operation of the vehicle.

## ARTICLE XVI - BULLETIN BOARDS

The Employer shall provide the Union with designated space on available bulletin boards.

## ARTICLE XVII - GENERAL PROVISIONS

17.1 EXAMINATION OF RECORDS

The Union or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any Employee whose pay is in dispute or any other records of the Employee pertaining to a specific grievance arising after the effective date of this Agreement, at reasonable times with the Employee's consent.

17.2 EXPOSURE TO DISEASES

The Employer agrees to pay all expenses for inoculation or immunization shots for Employees or members of an Employee's family when such become necessary as a result of said Employee's exposure to contagious diseases while in the line of duty.

17.3 FUNERAL EXPENSES

The Employer agrees to pay the reasonable and customary funeral and burial expenses of any Employee killed in the line of duty within (30) days of the Employee's death.

17.4 SOLICITATION

While the Village of Willow Springs acknowledges that bargaining unit members may be conducting solicitation of merchants, residents or citizens, the bargaining unit members covered by this agreement agree that none of them will solicit any person or entity for contributions on behalf of the Willow Springs Police Department or the Village of Willow Springs.

Bargaining unit members agree that the Village name, shield or insignia, communications systems, supplies and materials will not be used for solicitation purposes. Solicitation by bargaining unit employees may not be done on work time or in a work uniform. The Bargaining unit members agree that they will not use the words "Willow Springs Police" in their name or describe themselves as the "Village of Willow Springs". The bargaining unit members shall have the right to explain to the public, if necessary, that they are members of an organization providing collective bargaining, legal defense and other benefits to all patrol-rank police officers employed by the Village.

The foregoing shall not be constructed as a prohibition of lawful solicitation efforts by bargaining unit members directed to the general public. Each party hereto agrees that they will comply with all applicable laws regarding solicitation.

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

17.5 POLICE OFFICER REIMBURSEMENT OBLIGATION

For officers hired after September 1, 2017, in the event that an officer ceases employment with the Village within thirty-six (36) months of commencement of full-time employment as a police officer, due to any cause other than termination by the Department, or discontinuance due to injury or illness, such officer shall reimburse the Village for the costs incurred by the Village as tuition or other attendance costs for the officer attending any Police Academy, and the costs of equipment purchased by the Village. Such officers shall be required to execute an authorization to allow the Village to withhold such reimbursement sum from the employee's paycheck.

17.6 EMPLOYEES ABSENT WITHOUT LEAVE

Employees who have exhausted all available FMLA leave, Public Employee Disability Act leave, or any other leave that is required by this Agreement, and who have been determined to be unable to perform the essential functions of a police officer (even with any reasonable accommodation) by a physician designated by the Village, shall be deemed to be absent without leave and may be subject to termination of employment on the basis that such employee is absent without leave and/or is unfit for duty.

## ARTICLE XVIII -MAINTENANCE OF ECONOMIC BENEFITS

Unless otherwise provided elsewhere in this Agreement, all substantial economic benefits which are not set forth in this Agreement and which were currently in effect as of May 1, 2014, shall remain in effect until such time as the Village shall notify the Chapter of its intention to change them and the parties have had an opportunity, if requested, to negotiate in good faith over the matter(s). If negotiations are requested and the parties are unable to reach agreement and are at impasse on the proposed change(s), then the dispute shall be subject to the Alternative Impasse Resolution Procedure set forth in the IPLRA if either party so requests in writing within seven (7) days of the date on which either party declares in writing the existence of an impasse in the negotiations over the proposed change(s).

## ARTICLE XIX - HOURS OF WORK AND OVERTIME

19.1 PURPOSE OF ARTICLE

This Article is intended as a basis of calculating hours of work per day, per week, establishing a work cycle, overtime and overtime payments.

19.2 WORK SCHEDULES & ASSIGNMENTS

The Employer shall post work schedules, show the shifts, work days and work hours to which Bargaining Unit Members are assigned at least thirty (30) days in advance. Employees will be afforded at least seventy-two (72) hours advance notice of any changes in the work schedule, except for emergencies. The Employers current work schedule, practices, day off and replacement patterns for Employees will remain in effect, which is defined as permanent shifts by seniority with forward rotational days off. The Village and the Union may agree to changes in this Section by mutual agreement.

When making work and vehicle assignments, seniority shall be a factor to be considered, although the Chief of Police shall have the final authority.

19.3 HOURS OF WORK

(a) The normal work day will be 12 hours, generally from 6:00 a.m. to 6:00 p.m. or 6:00 p.m. to 6:00 a.m., provided that during each 28 day work cycle, the Village may schedule 8 hours of unpaid duty reduction time for each employee (preferably 4 hours every 14 days, which shall be at the start or end of

a shift), so that an employee will normally be scheduled to work 160 hours during a 28 day work cycle. In the event the employee is not scheduled for unpaid duty reduction time, he shall be compensated for that additional time worked.

(b) The work cycle shall be considered 28 days, with overtime being paid only for hours worked in excess of 160 hours in a 28 day cycle; employees who work a 12 hour shift will not otherwise be eligible for overtime or premium pay. (Paid vacations, personal days, sick leave, jury leave, compensatory time and bereavement leave will continue to count as hours worked for purposes of overtime calculation.) Subject to the forgoing, to the extent practicable, covered employees will normally be assigned to work 3 off; 2 on; 2 off; 3 on; 2 off; 2 on – starting on Friday for 2 of four platoons and so forth during the 28 day work cycle.

(c) If an employee works sixteen (16) or more hours during a 24 hour period, the Chief or his designee reserves the right not to schedule the employee for another shift, until the employee has had at least eight (8) consecutive hours off-duty. Any hireback may be limited by the Village, in order to avoid more than sixteen (16) hours of consecutive work.

(d) Notwithstanding the above, the Village shall have the right to implement an eight (8)-hour shift schedule, which shall consist of eight (8) consecutive hours of work for four (4) consecutive days, followed by two (2) consecutive days off, with backward rotational days off ("4/2 Schedule"), whenever the Chief of Police determines that the lack of available manpower requires the implementation of such 4/2 Schedule, provided that such 4/2 Schedule shall not be utilized for more than six (6) consecutive months. This right shall only be utilized one time during the term of this Agreement. At least five (5) calendar days advance written notice shall be provided to the bargaining unit members and to the Union, prior to the implementation of the 4/2 Schedule.

19.4 COMPENSATORY TIME

The Employer agrees to grant compensatory time off in lieu of overtime payment at the Employee's discretion and at the same overtime rate. Employees shall be allowed to accumulate up to a maximum of Two Hundred (200) hours. Compensatory time off shall be granted at the Employee's request at such time and in such blocks as are mutually agreed between the Employee and his immediate supervisor. Permission to use compensatory time shall not be unreasonably denied, provided that the Employee gives the Chief at least forty eight (48) hours advance notice when possible. Unless out of town or off work and thus not in a position to respond, the Chief will approve or deny a comp time request within three business days of when it is made. When compensatory time off is granted, the Employee shall not be required to remain on standby status.

19.5 PYRAMIDING

Compensation shall not be paid (nor compensatory time taken) more than once for the same hours under any provisions of this Article or Agreement. Example: An Officer takes a vacation day on the 6:00 a.m. - 6:00 p.m. shift as he/she

knows that an overtime opportunity is available for that shift in question, and he/she elects to take that overtime opportunity.

19.6 CALL BACK

The term "call back" is defined as an official assignment of work which does not immediately precede or follow any Employee's regularly scheduled working hours. Employees reporting back to work under the definitions of "call back" shall be compensated for a minimum of two (2) hours or for the actual hours worked, whichever is greater. No call back shall be compensated unless such call back has been approved by a supervisor. Employees will not be entitled to call back when he/she is required to return to work to correct his/her own errors.

19.7 COURT TIME

Employees required to attend court on their off duty time shall be compensated for a minimum of three (3) hours at one and one half (1½) times the regular rate of pay or for the actual hours worked, whichever is greater.

19.8 OVERTIME COMPENSATION

All hours worked in excess of the normal one hundred and sixty (160) hours per twenty eight (28) day work cycle shall be compensated at the overtime rate of one and one half (1½) times the Employee's regular hourly rate of pay or the compensatory time equivalent (at the Employee's option). For purposes of calculating overtime, all compensated hours shall be considered hours worked. The Village will pay overtime on track to be earned, as an advance, on the payday that covers the week in which it appears to have been earned. In the event the overtime paid is not earned by the end of the work cycle, an adjustment will be made on the next payday immediately following the work cycle in which it ended up not being earned.

19.9 STANDBY PAY

Effective upon ratification, employees required to stand-by for court appearances on their off-duty time shall be compensated at the rate of one (1) hour's pay for each three (3) hours or fraction thereof of stand-by. In the event an employee is required to attend court, compensation shall be in accordance with this Article XIX §7. In no instance will an employee be compensated for stand-by and attendance at court for the same appearance during the same day. Employees shall submit proper documentation from the States Attorney's office to the Employer upon the Employer's request for verification of a stand-by pay claim.

## ARTICLE XX - SICK TIME

20.1 PAID SICK TIME

Employees shall accrue paid sick time at the rate of eight (8) hours per month for each month of service with the Employer or ninety-six (96) paid sick time hours per year. Employees shall be allowed to accumulate paid sick time to a maximum amount of four hundred eighty (480) hours. Once each calendar year, an Employee can cash in up to forty (40) hours of his/her accumulated sick time

which the Employer will pay to the Employee (at the Employee's then regular rate of pay), a cash payment on the next payday immediately following the time such request is made.

20.2 SICK TIME BONUS

For Employees who utilize reduced paid sick time benefits during the calendar year, the Employer agrees to give each employee, according to the following schedule, a sick time award in the form of compensatory time off.

| SICK DAYS USED DURING CALENDAR YEAR | BONUS COMP. TIME |
|---|---|
| None | 16 hours |
| 1 day | 8 hours |
| 2 days or more | 0 hours |

20.3 USE OF SICK TIME

Employees shall be allowed sick time with pay on account of illness or injury other than in the line of duty, according to the following provisions:

1. Personal illnesses or physical incapacity resulting from causes beyond the Employee's control; or

2. Personal illness of a member's immediate family members residing in the same household.

In order to become eligible for sick leave, an Employee must promptly notify his/her office or immediate supervisor at least one (1) hour prior to the start of the Employee's shift whenever practicable. When notifying the Village of an absence under this Section, the employee shall provide the Village with information concerning the reason why the employee is unable to work. Failure to properly notify the Village of an absence shall cause such absence to be considered as an absence without pay, and may subject the employee to additional discipline, as well.

If the absence is more than three (3) days, a certification by a licensed Illinois physician must be filed with the Chief of Police. This certification must state the kind and nature of sickness or injury and that the Employee has been incapacitated for work during said period of absence. When the absence exceeds ten (10) days, a new certificate must be filed with the Chief of Police or his designee.

If an employee uses three (3) consecutive sick days, prior to the employee returning to work, the Village shall require a written certificate from a physician or other medical practitioner indicating the nature of the illness and containing a statement that the employee has been examined and is physically able to return to work.

The Village, at its option, may require an employee to submit to an examination by a physician or other medical professional chosen by the Village; if the Village

requires an employee to submit to an examination by a physician designated by the Village, the Village will pay the medical expenses to the extent they are not covered by insurance and give the employee a copy of any written report provided to the Village.

Absence for part of a day is chargeable to sick time in accordance with those provisions shall be charged proportionally in an amount not smaller than one half (1/2) day. Computation of sick leave shall not include regular days off or holidays.

Sick time must not be abused. It is intended to cover genuine illness and is not to be used as a means of obtaining additional time off. Unless a good and sufficient reason for being absent from home is provided to the Chief of Police upon his request for just cause, the sick leave benefit for that particular day will be canceled.

Falsification of any verification of illness shall be just cause for discipline, up to and including discharge. Any employee who fraudulently obtains sick leave will reimburse the Village for the sick leave.

Records of all credits and debits to sick time account of each Employee will be kept by the Employer. The amount of sick leave credit available for any Employee shall be available for inspection by the Employee upon request.

## ARTICLE XXI - LIGHT DUTY

Due to the Americans with Disabilities Act and the regulations promulgated there under, the Village may be required to make a reasonable accommodation regarding the disability of an applicant employee that may be inconsistent with the provisions of this Agreement. In such event, the Village shall have the right to make such an employee accommodation notwithstanding the requirements of this Agreement. The Village shall notify the Union thereafter as soon as reasonably possible of such situation on a confidential basis. The Village agrees to discuss, but not negotiate with the Union, the impact of the accommodation. Except as required by the Americans with Disability Act, the Village is under no obligation to provide light duty. Light duty may include duties not ordinarily performed by a member officer, but such duties shall be related to law enforcement.

## ARTICLE XXII - HOLIDAY

22.1 HOLIDAYS

The following holidays shall be recognized and observed as paid holidays for the purposes of this Section:

| | | | |
|---|---|---|---|
| A. | New Year's Day | F. | Thanksgiving |
| B | Memorial Day* | G. | Christmas Eve |
| C | Independence Day | H. | Christmas Day |
| D | Labor Day | I. | Employee Birthday* |
| E | Easter Sunday | J. | Veteran's Day |
| | | K. | Martin Luther King's Birthday |

*denotes floating holiday at Employee's request, to be taken within twelve (12) months of earning same.

22.2 HOLIDAY COMPENSATION

All bargaining unit Employees shall receive eight (8) hours of additional pay, at the regular hourly rate, or compensatory time (officer's choice) on the paycheck that compensates employees for the workweek in which the holiday occurs following the holiday. All Employees shall receive such pay or compensatory time, whether or not they work the scheduled holiday.

Effective upon ratification, in addition to the holiday compensation provided herein, any employee who works on a holiday shall receive time and one half (1½) their normal hourly rate of pay for all hours worked on a holiday.

22.3 PERSONAL DAYS

Full-time Officers covered by this Agreement shall receive twenty-four hours of personal leave per calendar year. The scheduling of such time off will be agreed to between the employee and the Chief of Police or his designee. Personal days cannot be carried into the following calendar year without written approval from the Chief or his designee.

## ARTICLE XXIII - LEAVES OF ABSENCE

23.1 BEREAVEMENT LEAVE

The Employer agrees to provide Employees a leave of absence without loss of pay or benefits, as a result of a death in the Employee's family. Such leave shall be for a period of up to three (3) days. For purposes of this Section, family shall be defined as: Parents, Grandparents, Spouse, Children (including "step" or "adopted"), Brothers, Sisters, Grandchildren, Mothers in Law, Fathers in Law, Brothers in Law, Sisters in Law and Grandparents of Spouse.

Effective upon ratification, in the event of a death of an employee's aunt, uncle, niece or nephew, employees shall be permitted to utilize one (1) day of compensatory time off, vacation leave or a personal bereavement leave.

23.2 INJURY LEAVE

An Employee who sustains an injury or illness arising out of and in the course of employment with the Employer shall be covered by the provisions of "The Continuation of Compensation for Law Enforcement Officers Act" 5 ILCS 345/1, and shall suffer no loss of benefits covered under this Agreement.

23.3 VACATION

The following paid vacation leave schedule is in effect. Employees will make their vacation selections on the basis of department seniority with their assigned unit of work (*i.e.*: patrol, investigations)

| | |
|---|---|
| Less than 1 year | None |
| More than 1 year but less than 5 years | 80 hours |
| More than 5 years but less than 10 years | 120 hours |
| More than 10 years but less than 20 years | 160 hours |
| 20 years of more | 200 hours |

23.4 SUBPOENAED APPEARANCE

Any Employee who is required to appear for or serve on a jury, or appear in response to a duty related subpoena, shall receive his/her regular pay and benefits while so serving but must remit to the Employer any compensation for such services.

23.5 MILITARY LEAVE

An Employee who is a member of a Reserve force of the Armed Forces of the United States or the State of Illinois, and who is ordered by the appropriate authorities to attend training programs, perform other assigned duties or who should be called to active status, shall be granted a military leave of absence without pay and no loss of benefits or seniority rights. Employees returning from Military Leave status shall be immediately returned to their position.

23.6 DUTY TRADES

Employees who are covered by the terms of this Agreement shall be afforded the opportunity to occasionally trade shifts with other bargaining unit Employees, subject to reasonable advance notice to the Employer and approval by the Employer. Such approval shall not be unreasonably withheld.

## ARTICLE XXIV - RESIDENCY

Employees shall be required to reside within fifty (50) miles of the Village of Willow Springs boundaries. If the Village chooses to change its residency policy, it agrees to notify the Union and bargain over such change. Pursuant to Section 14(p), it is agreed that impasses in residency bargaining will be resolved in interest arbitration, using the procedures set forth in the IPLRA, as amended.

## ARTICLE XXV - UNIFORM ALLOWANCE

25.1 UNIFORM COMPENSATION

The Employer agrees to provide all newly hired Employees with new uniforms and leather duty gear. Thereafter, the Employer shall pay annually to all Employees, a clothing and related accessories allowance as indicated:

| | |
|---|---|
| UNIFORM ASSIGNED PERSONNEL | $1,000.00 |
| NON-UNIFORMED PERSONNEL | $1,000.00 |

Payment shall be made in two (2) equal installments on or before the first (1st) day of October and March of each year (and upon ratification of the May 1st 2020 CBA with withholdings for Federal and State taxes deducted from such payments).

25.2 REPLACEMENT FOR DAMAGED CLOTHING

The Employer agrees to replace the clothing of any Employee which is damaged as a result of the Employee's duties which required the use or exertion of physical force. Such incident shall be documented to the reasonable satisfaction of the Employee's immediate supervisor. This provision is subject to the same reimbursement limitations as set forth Article VIII §5.

25.3 BALLISTIC VESTS

The Village shall provide all officers (who make a request) with bulletproof vests. Periodic replacement of vests will be based upon the manufacturer's recommendation. Employees, who request a ballistic vest and are provided with one, shall be required to wear it, subject to the department's policies and procedures.

## ARTICLE XXVI - INSURANCE

26.1 HEALTH/DENTAL INSURANCE

During the term of this Agreement, the Village shall continue to provide health and dental insurance benefits to bargaining unit members in substantially similar benefit amounts and under the same terms and conditions as they exist under contracts approved by the Village Board and in effect as of May 1, 2014. The Village shall pay one hundred percent (100%) of all costs for those employees electing HMO coverage during the duration of this Agreement. All employees electing PPO coverage shall contribute, via payroll deduction, the cost difference between similar (single, employee + spouse, employee + children or family) coverage of HMO plan and the PPO plan as listed for the first year in Exhibit "B" of this Agreement. All employees electing to participate in the Dental Plan shall contribute, via payroll deduction, seven and one half percent (7½%) of the gross premium attributable to such member. Employees hired on or after September 1, 2017 shall contribute 10% of the premium and the Employer shall contribute 90% of the premium for the HMO plan for single and dependent coverage; and for PPO coverage, employees shall contribute 10% of the premium for single and dependent coverage and shall also contribute the cost difference between similar coverage of HMO and PPO plans. Employees hired on or after September 1, 2020 shall contribute 12.5% of the premium (increasing to 15% on May 1, 2022) and the Employer shall contribute the balance of the premium for the HMO Plan for single and dependent coverage; and for PPO coverage, employees shall

contribute 12.5% of the premium (increasing to 15% on May 1, 2022) for single and dependent coverage and shall also contribute the cost difference between similar coverage of the HMO and PPO plans.

26.2 COMPLIANCE WITH THE PATIENT PROTECTION AND AFFORDABLE CARE ACT

Notwithstanding the provisions of Section 26.1, the Village shall have the right to re-open the provisions of this Article to negotiate new insurance language to the extent: (i) the insurance provided does not comply in full with the ACA or any other federal, state or local health care legislation; (ii) the Village is or is projected to be subjected to fees (including but not limited to the employer shared responsibility assessable payment), fines, taxes, assessments or penalties regarding its insurance coverage; or (iii) the Village is or is projected to be subject to any Cadillac taxes (a.k.a. the excise tax on high cost Village-sponsored health coverage), whether directly or indirectly. In the event an agreement is not reached within thirty (30) days of the Village giving notice of its intent to reopen, the Village and the Union in turn may invoke interest arbitration in accordance with Section 14 of the Act, except that mediation shall be waived.

26.3 LIFE INSURANCE

The Employer agrees to provide Employees with life insurance in the amount of forty thousand ($40,000.00) dollars, for each Employee covered by the terms of this Agreement.

## ARTICLE XXVII - WAGES AND COMPENSATION

27.1 ANNUAL WAGES

Effective upon ratification and retroactive to the date indicated, during the term of this Agreement, the annual pay schedule for all employees covered by this Agreement shall be based on the following rates of pay on all compensated hours.

| | 1-MAY-20<br>2.5% | 1-MAY-21<br>3.0% | 1-MAY-22<br>3.0% |
|---|---|---|---|
| Probationary | $53,794.05 | $55,407.87 | $57,070.11 |
| 1 Year | $56,328.08 | $58,017.92 | $59,758.46 |
| 2 Years | $58,692.74 | $60,453.52 | $62,267.13 |
| 3 Years | $60,587.47 | $62,405.09 | $64,277.24 |
| 5 Years | $69,108.58 | $71,181.84 | $73,317.30 |
| 6 Years | $71,339.03 | $73,479.20 | $75,683.58 |

27.2 LONGEVITY PAY

In addition to the pay schedules shown above, Employees hired on or before February 7, 2012, shall receive an additional longevity stipend (as indicated below) added to their base pay set forth in this Article XXVII §1 of this Agreement.

AT THE COMPLETION OF:

| | |
|---|---|
| 10-14 years | $3,200.00; |
| 15-24 years | $4,800.00; |
| 25 years + | $6,400.00; |

Employees hired after February 7, 2012 are not eligible for longevity pay.

27.3 CORPORAL PAY

In addition to the pay schedules shown above, effective upon ratification, an Employee who attains the rank of Corporal shall receive an additional 5% added into his or her base rate of pay.

27.4 FIELD TRAINING OFFICER (FTO) COMPENSATORY TIME

An Employee serving as Field Training Officer shall receive one (1) hour of compensatory time calculated at the straight time rate, for each full shift said Employee performs Field Training Officer duties and tasks. Said compensatory time may be prorated for any partial shift served.

27.5 OFFICER IN CHARGE (OIC) COMPENSATORY TIME

Any employee serving as Officer in Charge shall receive one (1) hour of compensatory time at the straight time rate for each shift he/she works as Officer in Charge.

## ARTICLE XXVIII - EDUCATIONAL REIMBURSEMENT

Employees covered by the terms of this Agreement who enroll in an accredited course of continued education at a College or University shall have their tuition reimbursed in the following manner, when such action is taken outside their regular scheduled work period and when such fees are not compensated by another agency. The accredited course shall be a substantive course geared towards improving the employee's skills that will also result in a benefit to the Employer.

Effective May 1, 2003 and each fiscal year thereafter, the Village will reimburse employees as outline above, not to exceed $2,500.00 per fiscal year for all employees covered by this Agreement. Individual "caps" are proportionate to the number of participants in the program. The Village may elect to only reimburse up to $1,250.00 for the first half of the fiscal year for all employees covered by this Agreement, in order to keep funds available for any employee attending classes in the second half of the fiscal year. In the second half of the fiscal year the remaining $1,250.00 will be reimbursed proportionately to any employee attending classes, in the same manner as outlined above.

| | |
|---|---|
| Grade A | 100% Reimbursement |
| Grade B | 50% Reimbursement |
| Grade C, D or F | No Reimbursement |

Any employee who leaves his or her employment within six (6) months after receiving a tuition reimbursement payment shall repay the Employer the full amount of said reimbursement payment, which may be withheld from said employee's last paycheck.

## ARTICLE XXIX - SAVINGS CLAUSE

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

## ARTICLE XXX - DURATION

30.1 This Agreement shall be effective from May 1, 2020, and shall remain in full force and effect until April 30, 2023. It shall continue in effect from year to year thereafter unless a notice of demand to bargain is given in writing by Certified Mail by either party no earlier than sixty (60) days preceding expiration. The notice referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person to the Village Clerk in the case of the Employer and to the Chapter representative in the case of the Union, in which case the date of notice shall be the written date of receipt. In the event of written notice, said notice shall be at the following addresses:

| EMPLOYER: | UNION: |
|---|---|
| Village of Willow Springs | Metropolitan Alliance of Police, Chapter #597 |
| One Village Circle<br>Willow Springs, Illinois 60480<br>Attn: Village Clerk | 215 Remington Boulevard, Suite C<br>Bolingbrook, Illinois 60440 |

30.2 CONTINUING EFFECT

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties.

**IN WITNESS WHEREOF**, the parties hereto have affixed their signatures on this _____ day of _____, 2020. SEAL

EMPLOYER:

Village of Willow Springs,
An Illinois Municipal Corporation

By_____
John M. Carpino
Village President

ATTEST:

_____

UNION

Metropolitan Alliance of Police,
Chapter #597

By_____
Keith George, MAP President

By_____
Robert Jennings,
MAP Chapter Representative

_____



933404.2

## SIDE LETTER OF AGREEMENT

During the course of negotiations, the parties agreed that the implementation of eight (8)-hour shifts would not take effect immediately, but would take effect at the beginning of a calendar year, and no earlier than January 1, 2018. Prior to the implementation of eight (8)-hour shifts, the twelve (12)-hour shift process set forth in the earlier side letter, attached hereto, shall remain in effect.

To the extent the Village intends to institute its move to an eight (8)-hour shift schedule, it will provide the Union with at least one hundred twenty (120) days' notice of the pending change, advise the Union of its proposed eight (8)-hour schedule, and offer to bargain over the same. Should the parties not reach an agreement within thirty (30) days after being provided notice, either party may submit the issue to interest arbitration (with or without first having mediation), in accordance with the IPLRA. The arbitrator will be required to hold a hearing and issue a decision in time for the eight (8)-hour schedule to be implemented.

Notwithstanding the above, the Village shall have the right to implement an eight (8)-hour shift schedule, which shall consist of eight (8) consecutive hours of work for four (4) consecutive days, followed by two (2) consecutive days off, with backward rotational days off ("4/2 Schedule"), whenever the Chief of Police determines that the lack of available manpower requires the implementation of such 4/2 Schedule, provided that such 4/2 Schedule shall not be utilized for more than six (6) consecutive months. This right shall only be utilized one time during the term of this Agreement. At least five (5) calendar days advance written notice shall be provided to the bargaining unit members and to the Union, prior to the implementation of the 4/2 Schedule.

AGREED:

| VILLAGE OF WILLOW SPRINGS | METROPOLITAN ALLIANCE OF POLICE, CHAPTER #597 |
|---|---|
| By: | By: |
| Date: 28 Sept. 2020 | Date: 8/28/2020 |



933404.2

# ATTACHMENT "A" TO SIDE LETTER AGREEMENT

## SIDE LETTER OF AGREEMENT

During the negotiations leading up to the execution of the 2011-2014 collective bargaining agreement for patrol officers, and the 2012-14 collective bargaining agreement for sergeants, the Village and the Union agreed to the following for the term of those agreements:

1. Alternative Work Schedule for Patrol Division. Subject to the terms of this Memorandum of Agreement, the Village will maintain an alternative work schedule for officers assigned to the Patrol Division. (This Memo does not apply to the following: (i) one Patrol Division officer assigned by the Chief to work eight hours shifts, however, under no circumstances shall an officer be required to work an eight hour shift for more than four consecutive months; (ii) patrol division employees assigned by the Department to an alternate schedule to engage in or conduct training, to perform temporary light duty work, or to perform other special duties; and (iii) employees holding assignments outside of the Patrol Division, e.g., employees assigned as detectives, truck enforcement officers, traffic officers, accreditation officers, or who are assigned to MEG units, DEA task force, NEMAT task force, etc.).

2. The alternative work schedule for covered employees is subject to the following conditions:

(a) The normal work day will be 12 hours, generally from 6:00 a.m. to 6:00 p.m. or 6:00 p.m. to 6:00 a.m. provided that during each 28 day work cycle, the Village may schedule 8 hours of unpaid duty reduction time for each employee, (preferably 4 hours every 14 days which shall be at the start or end of a shift), so that an employee will normally be scheduled to work 160 hours during a 28 day cycle. In the event the employee is not scheduled for unpaid duty reduction time, he shall be compensated for that additional time worked.

(b) The work cycle shall be considered 28 days, with overtime being paid only for hours worked in excess of 160 hours in a 28 day cycle; employees covered by this Memorandum will not otherwise be eligible for overtime or premium pay. (Paid vacations, personal days, sick leave, jury leave, comp time and bereavement leave will continue to count as hours worked for purposes of overtime calculation.)

i) Subject to the foregoing, to the extent practicable covered employees will normally be assigned to work 3 off; 2 on; 2 off; 3 on; 2 off; 2 on – starting on Friday for 2 of four platoons and so forth during the 28 day work cycle.

(c) For so long as the City has one sergeant assigned to patrol on a twelve hour shift, the sergeant shall rotate between nights and days, with the rotation schedule being set at least six months in advance (after the initial schedule), with the least senior patrol officer assigned to days being

moved to nights if Chief so requires. The schedule of rotation itself shall be worked out by Chief and sergeant. In the event additional sergeants are assigned to patrol, the parties will discuss how sergeants are to be scheduled.

(d) If an employee works sixteen (16) or more hours during a 24 hour period, the Chief or his designee reserves the right not to schedule the employee for another shift until the employee has had at least eight (8) consecutive hours off. Any hireback may be limited by the Village to avoid more than sixteen (16) hours of consecutive work.

3. All leave "days" shall equate to 8 hours per day, and shall continue to accrue at that rate, i.e., the alternative work schedule shall not increase paid leave time, including sick leave, personal leave and vacations. An employee using a full leave day while assigned to the alternative work schedule shall have 12 hours deducted from his/her accrued leave.

For employees assigned to twelve hour shifts, the second paragraph of Section 22.2, Holiday Compensation, shall read as follows: Effective upon ratification, in addition to the holiday compensation provided herein, any employee who works on a holiday shall receive time and one half (1½) their normal hourly rate of pay for the first eight (8) hours worked during the holiday.

4. Should there be any conflict between the provisions of this Memorandum and the provisions of the 2011 Collective Bargaining Agreement or the 2012 sergeants' agreement, the provisions of this Memorandum shall govern.

5. Any unexpected difficulties in administrating the alternative work schedule during the term of the collective bargaining agreement should, to the extent practical, be discussed in Labor Management Committee meetings. An alleged violation of this Memorandum during its term may be the subject of a grievance under the collective bargaining agreement between the Village and the Union.

6. This Memorandum shall expire on 11:59 p.m. April 30, 2014, absent agreement of the parties otherwise.

AGREED:

Village of Willow Springs

Illinois Council of Police

VILLAGE OF WILLOW SPRINGS INCORPORATED JUNE 16, 1892 COOK COUNTY, ILLINOIS



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