

**RESOLUTION R-2020-96**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT  
BETWEEN THE CITY OF WHEATON AND  
WHEATON SERGEANTS AND LIEUTENANTS #450  
METROPOLITAN ALLIANCE OF POLICE**

**WHEREAS**, the Metropolitan Alliance of Police is the collective bargaining representative for Wheaton's Police Sergeants and Lieutenants; and

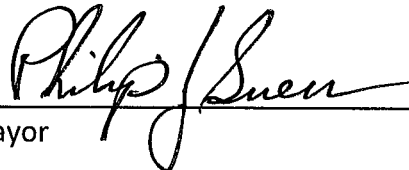
**WHEREAS**, the City of Wheaton and the Metropolitan Alliance of Police have negotiated a collective bargaining agreement; and

**WHEREAS**, the negotiating teams for the City of Wheaton and the Metropolitan Alliance of Police have recommended approval of a proposed labor contract to the union membership and the Wheaton City Council.

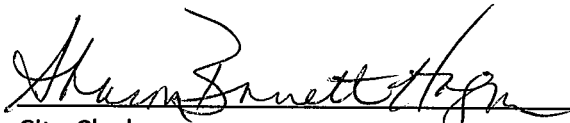
**WHEREAS**, the Metropolitan Alliance of Police Chapter 450 ratified said agreement on October 13, 2020.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Wheaton, Illinois, that the Mayor is authorized to execute an agreement between the City of Wheaton and the Metropolitan Alliance of Police Chapter 450, said agreement dated May 1, 2020 through April 30, 2023 and which is attached hereto and incorporated herein as Exhibit 1.

ADOPTED this 19<sup>th</sup> day of October 2020.

  
\_\_\_\_\_  
Mayor

Attest:

  
\_\_\_\_\_  
City Clerk

Ayes:

Roll Call Vote:

Councilman Barbier  
Councilwoman Bray-Parker  
Councilwoman Fitch  
Mayor Suess  
Councilwoman Robbins  
Councilman Rutledge  
Councilman Zaruba

Nays:

None

Absent:

None

Motion Carried Unanimously

# **Exhibit 1**

**AGREEMENT**

**BETWEEN**

**CITY OF WHEATON**

**AND**

**WHEATON SERGEANTS AND LIEUTENANTS CHAPTER #450**

**METROPOLITAN ALLIANCE OF POLICE**

**May 1, 2020 to April 30, 2023**

## TABLE OF CONTENTS

|                                                        |    |
|--------------------------------------------------------|----|
| May 1, 2020 to April 30, 2023 .....                    | 1  |
| PREAMBLE .....                                         | 5  |
| ARTICLE I .....                                        | 5  |
| RECOGNITION .....                                      | 5  |
| ARTICLE II .....                                       | 6  |
| NON-DISCRIMINATION .....                               | 6  |
| Section 1 - Non-discrimination.                        | 6  |
| Section 2 - Chapter #450 Membership or Non-membership. | 6  |
| Section 3 - Remedy for Alleged Violation.              | 7  |
| ARTICLE III .....                                      | 7  |
| DUES DEDUCTION .....                                   | 7  |
| Section 1 - Dues Deduction.                            | 7  |
| Section 2 - Membership and Fair Share.                 | 7  |
| Section 3 - Indemnification.                           | 8  |
| ARTICLE IV .....                                       | 8  |
| MANAGEMENT RIGHTS .....                                | 8  |
| ARTICLE V .....                                        | 9  |
| ENTIRE AGREEMENT .....                                 | 9  |
| ARTICLE VI .....                                       | 9  |
| SUSPENSION PENDING CHARGES .....                       | 9  |
| ARTICLE VII .....                                      | 10 |
| RESOLUTION OF IMPASSE .....                            | 10 |
| ARTICLE VIII .....                                     | 10 |
| SUBCONTRACTING .....                                   | 10 |
| ARTICLE IX .....                                       | 10 |
| STRIKES PROHIBITED .....                               | 10 |
| Section 1.                                             | 10 |
| Section 2.                                             | 11 |
| Section 3.                                             | 11 |
| Section 4.                                             | 11 |
| Section 5.                                             | 11 |
| Section 6.                                             | 11 |
| ARTICLE X .....                                        | 12 |
| LABOR MANAGEMENT CONFERENCES .....                     | 12 |
| ARTICLE XI .....                                       | 12 |
| LAYOFFS .....                                          | 12 |
| ARTICLE XII .....                                      | 12 |
| INDEMNIFICATION .....                                  | 12 |
| ARTICLE XIII .....                                     | 13 |
| SENIORITY .....                                        | 13 |
| Section 1 - Definition of Seniority.                   | 13 |
| Section 2 - Application of Seniority.                  | 13 |
| Section 3 - Termination of Seniority.                  | 13 |
| ARTICLE XIV .....                                      | 14 |
| PERSONNEL FILES .....                                  | 14 |
| ARTICLE XV .....                                       | 14 |
| BULLETIN BOARDS .....                                  | 14 |
| ARTICLE XVI .....                                      | 15 |
| GENERAL PROVISIONS .....                               | 15 |
| Section 1.                                             | 15 |
| Section 2.                                             | 15 |
| Section 3.                                             | 15 |
| Section 4.                                             | 16 |
| Section 5.                                             | 16 |

|                                                             |    |
|-------------------------------------------------------------|----|
| Section 6.                                                  | 16 |
| ARTICLE XVII.....                                           | 16 |
| OUTSIDE EMPLOYMENT .....                                    | 16 |
| Section 1.                                                  | 16 |
| Section 2.                                                  | 17 |
| Section 3.                                                  | 17 |
| Section 4.                                                  | 18 |
| ARTICLE XVIII .....                                         | 18 |
| BILL OF RIGHTS.....                                         | 18 |
| Section 1.                                                  | 18 |
| Section 2 – Financial Disclosure.                           | 18 |
| Section 3 - Photo Dissemination.                            | 19 |
| Section 4 – Metropolitan Alliance of Police Representation. | 19 |
| Section 5 - Employee Chemical Testing:                      | 19 |
| ARTICLE XIX.....                                            | 21 |
| GRIEVANCE PROCEDURE .....                                   | 21 |
| Section 1 - Definition.                                     | 21 |
| Section 2 - Procedure.                                      | 23 |
| ARTICLE XX .....                                            | 25 |
| HOURS OF WORK AND OVERTIME .....                            | 25 |
| Section 1 - Purpose of Article.                             | 25 |
| Section 2 – Shift Schedule, Hours of Work.                  | 25 |
| Section 3 - Overtime Compensation.                          | 27 |
| Section 4 - Required Overtime.                              | 27 |
| Section 5 - No Pyramiding.                                  | 27 |
| Section 6 - Compensatory Time.                              | 28 |
| Section 7 - Court Time.                                     | 28 |
| Section 8 – Call-Back.                                      | 28 |
| Section 9 - Extraordinary Details.                          | 28 |
| ARTICLE XXI.....                                            | 29 |
| LEAVES.....                                                 | 29 |
| Section 1 - Funeral Leaves.                                 | 29 |
| Section 2 - Jury Duty.                                      | 29 |
| Section 3 - Injury Leave.                                   | 29 |
| Section 4 - Military Leave.                                 | 29 |
| Section 5 – Sick Leave.                                     | 30 |
| A. Sick Leave Use.                                          | 31 |
| B. Sick Leave Requests.                                     | 31 |
| C. Physician’s Certificate/Physical Examinations:           | 32 |
| D. Retirement.                                              | 32 |
| Section 6 - Family Medical Leave Act.                       | 32 |
| Section 7 - Employee Health Leave Bank.                     | 33 |
| Section 8 – Restricted Duty                                 | 33 |
| Section 9 – Termination of Leave(s)                         | 33 |
| ARTICLE XXII.....                                           | 34 |
| PERSONAL DAYS .....                                         | 34 |
| ARTICLE XXIII .....                                         | 34 |
| SICK LEAVE BUY BACK .....                                   | 34 |
| ARTICLE XXIV .....                                          | 35 |
| VACATION PAY .....                                          | 35 |
| ARTICLE XXV .....                                           | 36 |
| HOLIDAY PAY AND WORK REQUIREMENTS .....                     | 36 |
| ARTICLE XXVI.....                                           | 37 |
| MISCELLANEOUS ECONOMIC BENEFITS.....                        | 37 |
| Section 1 - Shoot Pay.                                      | 37 |
| Section 2 - Travel Pay.                                     | 37 |

|                                            |    |
|--------------------------------------------|----|
| Section 3 - Retirement Pay.                | 37 |
| Section 4 - Educational Incentive.         | 38 |
| ARTICLE XXVII .....                        | 38 |
| UNIFORMS .....                             | 38 |
| Section 1.                                 | 38 |
| Section 2.                                 | 39 |
| ARTICLE XXVIII .....                       | 39 |
| DENTAL BENEFIT .....                       | 39 |
| ARTICLE XXIX .....                         | 39 |
| INSURANCE .....                            | 39 |
| Section 1 - Health Insurance.              | 39 |
| Section 2 - Retirement Health Savings Plan | 40 |
| ARTICLE XXX .....                          | 41 |
| LIFE INSURANCE .....                       | 41 |
| ARTICLE XXXI .....                         | 42 |
| DEFERRED COMPENSATION .....                | 42 |
| ARTICLE XXXII .....                        | 42 |
| LONGEVITY PAY .....                        | 42 |
| ARTICLE XXXIII .....                       | 42 |
| WAGES .....                                | 42 |
| ARTICLE XXXIV .....                        | 43 |
| SAVINGS CLAUSE .....                       | 43 |
| ARTICLE XXXV .....                         | 43 |
| DURATION .....                             | 43 |
| APPENDIX A OPTION 1 .....                  | 45 |
| APPENDIX A OPTION 2 .....                  | 47 |

## **PREAMBLE**

This Agreement is entered into by and between the City of Wheaton, an Illinois municipal corporation (hereinafter referred to as the “EMPLOYER”) and the Metropolitan Alliance of Police (hereinafter referred to as “CHAPTER #450”), pursuant to Illinois Labor Relation Board Petition S-RC-06-053.

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and Chapter #450 representing the Employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends.

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 as follows:

## **ARTICLE I**

### **RECOGNITION**

The Employer hereby recognizes the Metropolitan Alliance of Police as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters relating to wages, hours and all other terms and conditions of employment of all employees in the bargaining unit. The bargaining unit shall include:

All full-time sworn peace officers of the rank of sergeant and lieutenant employed by the City of Wheaton, that are assigned as “shift commanders” and “watch commanders.”

Positions excluded from the above-described bargaining unit are:

All supervisory, managerial and confidential employees as defined by the Illinois Public Labor Relations Act, including all sworn peace officers below the rank of sergeant and above the rank of lieutenant, any employees excluded from the definition of “peace officer” as defined in Section 3(k) of the Illinois Public Labor Relations Act, and all other employees of the City of Wheaton.

All promotions by the Wheaton Board of Fire and Police Commissioners to the position of Police Commander within the Police Department shall be considered as assignments. This means that the Chief has discretion to assign bargaining unit members to any duties or position (existing or new) whether in or out of the bargaining unit. However, any demotion may be subject to review by the Wheaton Board of Fire and Police Commissioners rules.

The probationary period for Shift Commander shall be for a period of up to twelve (12) months during which they will be evaluated using the form designated by the Chief of Police at the end of each ninety (90) day period that will be reviewed with the probationary shift commander. Time absent from duty or not served shall not apply towards satisfaction of the probationary period. During the probationary period, a shift commander is entitled to all rights, privileges or benefits under this Agreement except that the City may reduce a probationary shift commander without cause, and such shift commander shall have no recourse to the grievance procedure to contest such reduction.

## **ARTICLE II**

### **NON-DISCRIMINATION**

#### **Section 1 - Non-discrimination.**

Neither the City nor Chapter #450 shall discriminate against any employee in a manner which would violate any applicable law because of race, creed, color, national origin, age or sex.

#### **Section 2 – Chapter #450 Membership or Non-membership.**

Neither the City nor Chapter #450 shall interfere with the rights of employees to become or refuse to become members of Chapter #450, and there shall be no discrimination against any employee because of lawful Chapter #450 membership or non-membership activity or status.



Chapter #450 recognizes its responsibility as a bargaining agent and agrees to represent fairly all employees in the bargaining unit.

**Section 3 - Remedy for Alleged Violation.**

Employees asserting a violation of this Article of the contract may process their grievance up to but not including binding arbitration. Employees dissatisfied with the disposition of grievances under this Article may seek redress before the appropriate administrative agency or in the appropriate court.

**ARTICLE III**

**DUES DEDUCTION**

**Section 1 - Dues Deduction.**

Upon receipt of proper written authorization from a Member, the Employer shall deduct each month's Union dues in the amount certified by the Union from the pay of all members covered by this Agreement who, in writing, authorize such deductions. Such money shall be submitted to the Metropolitan Alliance of Police within fifteen (15) days after the deductions have been made.

**Section 2 - Membership and Fair Share.**

During the term of this Agreement, Members who are not members of the Chapter shall, commencing thirty (30) days after the effective date of this Agreement, pay a fair share fee to the Union for collective bargaining and contract administration services tendered by the Union as the exclusive representative of the members covered by this Agreement. Such fair share fee shall be deducted by the City from the earnings of non-members and remitted to the Union each month. The Union shall annually submit to the City a list of the members covered by this Agreement who are not members of the Chapter and an affidavit which specifies the amount of the fair share fee, which shall be determined in accordance with the applicable law.

### **Section 3 - Indemnification.**

Chapter #450 shall indemnify and hold harmless the Employer, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article, or in reliance on any written check off authorization furnished under any such provisions provided that the City does not initiate or prosecute such a legal challenge.

## **ARTICLE IV**

### **MANAGEMENT RIGHTS**

Except as specifically limited by the express written provisions of this Agreement, the City retains all traditional rights to manage and direct the affairs of the City 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 all the operations, services and missions of the City; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees both internally and externally to other police-related assignments or functions; to maintain a capable and efficient police force; to establish specialty positions and select personnel to fill them; to establish work and productivity standards and from time-to-time to change those standards; 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 principles, associated values, rules, regulations, orders, policies and procedures; to evaluate employees; to require reasonable physical and mental fitness standards of employees; to establish performance standards for employees; to discipline, to suspend, and discharge employees for just cause in accordance with applicable law;

to change or eliminate existing methods, equipment or facilities or introduce new ones; to determine training needs and assign employees to training; to determine work hours (shift hours); to determine internal investigation procedures; to take any and all actions as may be necessary to carry out the mission of the City and the Police Department in the event of civil emergency, riots, civil disorders, tornado conditions, floods, etc. as may be declared by the Mayor, the City Manager, Police Chief or their authorized designees; and to generally carry out the mission of the City.

## **ARTICLE V**

### **ENTIRE AGREEMENT**

This Agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining between the parties. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral which conflict with the expressed terms of this Agreement. If a past practice is not addressed in this contract, it may be changed by the employer as provided in the Management Rights clause.

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 or ordinance from the area of collective bargaining and that the understandings and agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement.

## **ARTICLE VI**

### **SUSPENSION PENDING CHARGES**

A Bargaining unit members, being provided formal written charges and the bargaining unit members choosing Appendix A Option 1 (Grievance/Arbitration appeal), may be relieved from duty with or without ordinary pay and benefits pending the final adjudication of the charges by the Arbitrator.

A bargaining unit members, being provided formal written charges and the bargaining unit members choosing Appendix B Option 2 (Fire and Police Commission appeal), may be relieved from duty pending the final adjudication of the charges by the Commission, but shall continue to receive all ordinary pay and benefits as if the Bargaining unit members was not charged.

## **ARTICLE VII**

### **RESOLUTION OF IMPASSE**

The resolution of any bargaining impasse shall be in accordance with the applicable provisions of the Illinois Public Labor Relations Act, 5 ILCS.315/14.

## **ARTICLE VIII**

### **SUBCONTRACTING**

The City agrees to provide thirty days notice to Chapter #450 prior to subcontracting of bargaining unit work to third parties who are not employed or affiliated with the City. The City's right to subcontract shall otherwise remain unrestricted. The City may also utilize non-bargaining unit employees to perform work that is performed by bargaining unit members including but not limited to the use of Officers in Charge.

## **ARTICLE IX**

### **STRIKES PROHIBITED**

#### **Section 1.**

During the term of this Agreement, neither Chapter #450 nor its agents or any bargaining unit member for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, refusal to cross picket lines, strike, or any other interference with the work and statutory functions or obligations of the City. The City agrees that it will not lockout employees during the term of this Agreement as the result of any labor dispute.

**Section 2.**

Chapter #450 agrees to notify all bargaining unit members and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating Section 1 of this Article to return to work.

**Section 3.**

The City may discharge, discipline and deduct pay or withhold other benefits of a bargaining unit member who violates Section 1 and any employee who fails to carry out his/her responsibilities under Section 2, and Chapter #450 will not resort to the Grievance Procedure on such employee's behalf.

**Section 4.**

Chapter #450 agrees that the City has the right to deal with any such work interruption activity by imposing discipline, including discharge or suspension without pay on any, some or all of the bargaining unit members participating therein, and/or any, some, or all of the leaders of the Union who so participate, as the City may choose.

**Section 5.**

Nothing contained herein shall preclude either party from obtaining judicial restraint and damages in the event of a violation of this Article.

**Section 6.**

Any grievance filed under this Article are to be limited to the issue of whether the employee violated this Article.

## **ARTICLE X**

### **LABOR MANAGEMENT CONFERENCES**

Chapter #450 and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Chapter #450 representatives and responsible administrative representatives of the Employer. Accordingly, the parties agree that such meetings will be held to discuss matters of mutual concern when mutually agreed upon and at such times as are mutually agreed upon. If mutually agreed times for a meeting occur during the Chapter #450 President's normal work hours, the Chapter #450 President shall be permitted to attend without loss of pay.

If the Chapter #450 President will not be in attendance, another designated local Chapter #450 official may attend in his place; and, if such meeting occurs during that designated official's work hours, he/she shall be permitted to attend without loss of pay or benefits.

## **ARTICLE XI**

### **LAYOFFS**

The parties agree that layoffs of members of the bargaining unit will be determined in accordance with Illinois Municipal Code, 65 ILCS 5/10-2.1-18.

## **ARTICLE XII**

### **INDEMNIFICATION**

The parties agree that bargaining unit members will be indemnified in accordance with 65 ILCS.5/1-4-6 of the Illinois Municipal Code.

## **ARTICLE XIII**

### **SENIORITY**

#### **Section 1 - Definition of Seniority.**

Departmental Seniority is defined as an employee's length of continuous full-time service as a police officer excluding any unpaid leaves of absence. City Wide seniority is defined as an employee's length of full-time continuous service as an employee of the City of Wheaton excluding any unpaid leaves of absence. Seniority as a Shift or Watch Commander is determined by date of promotion.

#### **Section 2 - Application of Seniority.**

Seniority as a Shift or Watch Commander shall be used in determining salary placement, layoffs, and shift bidding, overtime and extra ordinary assignments and in determining vacation preferences. Departmental seniority shall be used to determine longevity. City wide seniority shall be used in all other cases where seniority or years of service are referred to in this contract. (i.e. vacation, comp. time and sick leave accrual)

#### **Section 3 – Termination of Seniority**

Subject to any appeal right an employee may have under Article XIX (Discipline), seniority and the employment relationship shall be terminated for all purposes if the employee:

- Quits
- Is discharged (for just cause for an employee who has successfully completed the probationary period);
- Retires (or is retired should the City adopt and implement a legal mandatory retirement age);
- Falsifies the reason for a leave of absence or is found to be working during a leave of absence (other than a continuation of employment that the employee had prior to going on

an approved leave of absence or employment which has been approved in advance by the Police Chief);

- Fails to report to work at the conclusion of an authorized leave of absence or vacation unless there are extraordinary circumstances beyond the employee's control that prevent notification;
- Is laid off and fails to notify the Police Chief or his designee of his intention to return to work within three (3) business days after receiving notice of recall or fails to return to work within two (2) working days after the established date for the employee's return to work;
- Is laid off for a period in excess of three (3) years;
- Does not perform work for the City for a period in excess of twelve (12) months; provided, however, this provision shall not be applicable to absences due to military service, established work related injury compensable under workers' compensation, disability pension, or a layoff where the employee has recall rights.

#### **ARTICLE XIV**

##### **PERSONNEL FILES**

The Employer will comply with all provisions and requirements of Illinois Personnel Record Review Act (820 ILCS 40/).

#### **ARTICLE XV**

##### **BULLETIN BOARDS**

The City will make available space on a bulletin board for the posting of official Union notices of a non-political and non-inflammatory nature. The bulletin board will not be in public view, and the Union will limit the posting of Union notices to said bulletin board.



## **ARTICLE XVI**

### **GENERAL PROVISIONS**

#### **Section 1.**

Chapter #450 or a representative of Chapter #450 shall have the right to examine time sheets or 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, during the regular business hours of the administration division of the City, with the employee's consent.

#### **Section 2.**

The Employer agrees to repair/replace as necessary a bargaining unit member's eyeglasses, watch, contact lenses and prescription sunglasses if such are damaged or broken while being worn by the bargaining unit member during the course of the employee's duties while the employee is required to exert physical force or is attacked by another person. Incidents are to be documented, in writing, with the employee's immediate supervisor. The Employer's obligation under this clause is limited to \$100.

#### **Section 3.**

The Employer agrees to pay all expenses for inoculation or immunization shots for the employee and for members of the employee's family and, medically directed follow-up procedures, when such becomes necessary as a result of said employee's exposure to contagious diseases where said employee has been exposed to said diseases in the line of duty. The inoculations and shots will be performed by the City's designated physician and only in those instances where the City's designated physician recommends such an inoculation or immunization.

#### **Section 4.**

Chapter #450 shall be permitted to maintain a mailbox within the Police Department for the purpose of receiving mail and/or correspondence directed to Chapter #450. The City reserves the right to determine the location of the mailbox. Chapter #450 shall continue to be permitted access to bargaining unit mailboxes for the distribution of official Chapter #450 business after approval from a Division Commander.

#### **Section 5.**

Chapter #450 and the City will split the cost of reproducing copies of the contract for the members of the bargaining unit.

#### **Section 6.**

The City may in the future alter job classifications and duties. The City will notify Chapter 450 at least 30 days in advance. Upon request, the City will meet and confer with the affected employee(s) and Chapter 450 to explore alternatives prior to implementation. However, the City retains ultimate authority to determine job classifications and duties.

### **ARTICLE XVII**

#### **OUTSIDE EMPLOYMENT**

##### **Section 1.**

Bargaining unit members may not be employed in any other capacity without the prior written approval of the Chief.

- A. Bargaining unit members wishing to hold outside jobs must first apply in writing to the Chief for approval.
- B. Outside work is defined as any gainful employment other than the performance of official duties including, but not limited to, self-employment, working for another employment in the management, operation or direction of a private business for profit, including, any direct or indirect financial interest in any such business.

## **Section 2.**

Outside work shall be permitted by the Chief to the extent that it does not prevent employees from devoting their primary interest to the accomplishment of their work for the City or tend to create a conflict between the private interests of the bargaining unit member and the bargaining unit member's official responsibilities:

- A. Members of the bargaining unit shall not be permitted to perform outside work:
1. Which requires the wearing of the uniform. The carrying of a weapon shall be allowed for the purposes of secondary employment situations on a case by case basis by the Chief of Police and shall not be unreasonably denied;
  2. Which is of such nature that it may be reasonably construed by the public to be an official act of the City or the Police Department thereof;
  3. Which involved the use of City facilities, equipment and supplies of whatever kinds;
  4. Which requires the use of official information not available to the public;
  5. Which might encourage on the part of members of the general public a reasonable belief of a conflict of interest;
  6. Which requires more than 20 hours of work per week;
  7. Which would tend to influence the exercise of impartial judgment on any matter coming before the officer in the course of the officer's official duties;
  8. Which would involve work which the officer would be expected to do as part of his/her regular duties; or
  9. Which involved management of a business closely related to the official work of the officer.

## **Section 3.**

All requests for outside employment, whether approved or disapproved, shall be forwarded to the Director of Human Resources to be placed in the employee's personnel file.

**Section 4.**

Violation of this Article may be cause for termination or other disciplinary action.

**ARTICLE XVIII**

**BILL OF RIGHTS**

**Section 1.**

Bargaining unit members shall be afforded the protections of the Uniform Peace Officers Disciplinary Act (50 ILCS 725/1). Whenever officers are subjected to interview, interrogation or questioning, in either written or oral form, concerning an alleged violation of departmental principle, associated value, rule, regulations, policies or procedures and the officer reasonably believes that disciplinary action consisting of suspension, loss of pay, demotion or termination will occur, the officer shall have the right to request the presence of a Metropolitan Alliance of Police representative. In the event of a formal interrogation (as that term is defined in the Uniformed Peace Officer's Disciplinary Act), the employee shall be entitled to the presence of an attorney. During any questioning covered by this Section, a bargaining unit member shall have a reasonable period of time to obtain such representation.

**Section 2 – Financial Disclosure.**

Bargaining unit members shall be required to comply with financial disclosure requirements of the City on the same terms and in the same manner as applied to non-bargaining unit employees or as is needed in any investigation which may require disclosure of any item of his property, income, assets, source of income, debts or personal or domestic expenditures (including those of any member of his family or household).

### **Section 3 - Photo Dissemination.**

No photo of a bargaining unit member under investigation shall be made available to the media prior to a conviction for a criminal offense or prior to a decision by the Wheaton Board of Fire and Police Commissioners or an Arbitrator's award being issued.

### **Section 4 – Metropolitan Alliance of Police Representation.**

The employee, upon request, shall be afforded reasonable time to obtain a Metropolitan Alliance of Police representative for informal inquiries, and either a Metropolitan Alliance of Police representative or legal counsel for formal interrogations. Unless there are exigent circumstances, bargaining unit members will receive at least 24 hours notice of informal inquiries. The bargaining unit members may have a Metropolitan Alliance of Police Chapter #450 representation at such meetings, but the meetings will not be delayed to obtain such representation.

### **Section 5 - Employee Chemical Testing:**

- A. **Prohibitions.** Shift and Watch Commanders are prohibited from:
  - 1. Having the presence of any alcohol or illegal drug or substance in their system while on-duty;
  - 2. Failing to report to their supervisor any known adverse side-effects of medication or prescription drugs they are taking; and
  - 3. Consuming, possessing, selling or purchasing illegal drugs at any time.
- B. **Type of Testing.** Bargaining unit members shall be subject to drug or alcohol testing pursuant to a drug testing policy or program that is of general applicability to employees of the City, the terms of which shall exclusively control such testing. In addition, bargaining unit members may be tested for possible drug or alcohol abuse whenever there is reasonable suspicion of alcohol or drug abuse. The Employer retains the right to use an intoxilyzer/breathalyzer test as a preliminary test prior to a hospital/medical laboratory test.
- C. **Order to Take Test.** The City shall provide the employee within a reasonable time after any order to submit to testing a written notice of the facts or inferences upon which the City based its conclusion of reasonable suspicion if the test is based upon reasonable suspicion. An employee shall have a reasonable period of time to consult

with a Union representative or counsel prior to any questioning. Refusal to comply with the order to submit to testing may subject the officer to discipline, but the taking of the test shall not operate to waive any objections or rights the officer may have.

No employee shall be subject to any adverse employment action except temporary reassignment or relief from duty with pay until the City has received the results of the test. Such reassignment or relief from duty shall be discontinued immediately in the event of negative test results.

- D. **Tests to be Conducted.** The City shall use only a clinical laboratory or hospital facility that is licensed per the Illinois Clinical Laboratory Act, which laboratory shall comply with all NIDA standards. The City shall establish a chain of custody procedure to insure the integrity of samples and test results, and shall not permit the employee or any other bargaining unit member to be a part of such chain. Sufficient samples shall be collected so as to permit an initial, a confirmatory test, and a subsequent test to be arranged at a facility of the employee's choosing. Confirmatory testing shall be by gas chromatography, plus mass spectrometry (GCMS) or an equivalent scientifically accurate test.
- E. **Results.** As to drug testing, the City shall be notified in the event that a sample has tested positive or negative for a particular drug on both the initial and confirmatory test, and any information otherwise coming into the possession or knowledge of the City from the laboratory or hospital facility shall not be used in any manner or forum adverse to the employee's interests. As to alcohol testing, test results showing an alcohol concentration of .02 or more (based on grams of alcohol per 100 milliliters of blood), shall be considered positive. The employee shall receive a copy of all test results, information, documents and other reports received by the City.
- F. **Right to Contest.** Metropolitan Alliance of Police and/or the bargaining unit member shall have the right to contest and/or grieve any aspect of any testing under this Agreement, including the right to test, the order, the administration of the test, the significance or accuracy of the test. Nothing herein shall waive or limit any rights employees may have concerning such tests that may arise outside this Agreement, which the employee may pursue with or without the Union.
- G. **Voluntary Requests for Assistance.** No adverse employment action shall be taken in any manner or forum against any employee who voluntarily seeks assistance for alcohol related problems only (not drugs or other illegal substances or activity) provided that the employee voluntarily seeks assistance prior to being notified to take a test or prior to any action or inaction that would permit the City to order a test and further provided that the employee has not previously taken time off to seek or obtain assistance for alcohol related problems, the Employer may temporarily reassign or place the employee on paid time-off options until such paid time off has been exhausted. Thereafter, the City may in its sole discretion place the employee on an unpaid leave of absence as circumstances may warrant, if the employee is then unfit

for duty in his current assignment. All such requests shall be held strictly confidential and not released or used in any manner or forum contrary to the employee's interests. Nothing contained herein requires the City to hold a position open for an employee or to reinstate the employee if it does not have a vacant position for which the employee is qualified. Employment shall terminate if the employee remains unfit for duty after paid leave and/or FMLA leave is exhausted.

## **ARTICLE XIX**

### **GRIEVANCE PROCEDURE**

#### **Section 1 - Definition.**

A grievance is defined as a dispute or difference of opinion raised by an employee or Chapter #450 against the City involving an alleged violation of an express provision of this Agreement. The parties acknowledge that the City of Wheaton's Police and Fire Commission have certain statutory authority over employees covered by this Agreement, including but not limited to the right to make, alter, and enforce reasonable rules and regulations, except that disciplinary actions; (suspensions or terminations) will be processed, reviewed, imposed and/or presented at the election of the covered member appeal through either the Labor Agreement's Article 19, Grievance Procedure Step 3 or the Police and Fire Commission, but not both as defined in this Agreement. The affected Bargaining unit members shall choose their option for appeal per either Appendix A Option 1 or Appendix B Option 2: (See Attachments) within fourteen (14) calendar days after the receipt of the written notification of the pending disciplinary action. Once a selection is made (Option 1 or Option 2), the Bargaining unit members may not change the option chosen. The Union reserves the right to approve or deny the arbitration election within the fourteen (14) calendar day period. If the Union denies the arbitration within the fourteen (14) calendar day period, the disciplinary charge shall be before the Police and Fire Commission as described in Appendix B Option 2.

The parties agree that the Chief of Police or designee shall have the right to suspend a Sergeant/Lieutenant and/or dismiss a Sergeant/Lieutenant for just cause, and will not file, process, present to or review charges with the Police and Fire Commission if the Bargaining unit members selects Appendix A Option.

Neither the Police Chief nor the City or their agents will review, process, present, impose or file charges asking the Police and Fire Commission to impose, review or process discipline on any bargaining unit employee; instead all such discipline shall be imposed by the Police Chief or designee if the covered member elects Appendix A Option 1.

The decision of the Police Chief or the Chief's designee with respect to the suspension or termination action shall be deemed final, subject only to the review and appeal of said decision through Article 19 Grievance Procedure. No relief shall be available from the Police and Fire Commission with respect to any matter appealed through the grievance procedure. Pursuant to Section 15 of the IPLRA and 65 ILCS § 10-2.1-17, the parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Agreement.

If the Bargaining unit members elects Appendix B Option 2, the Department will follow the right of Administrative Review of a decision by the Police and Fire Commission pursuant to Illinois Civil Procedure 735 ILCS/5 "Administrative Review". Appeal or relief from Article 19 Grievance Procedure in the Collective Bargaining Agreement shall be pursuant to the Illinois



Uniform Arbitration Act (710 ILCS 5/1 et seq.) and/or the Illinois Public Labor Relations Act (5 ILCS 315/1) if the bargaining unit members elects Appendix B Option 2, as appropriate.

**Section 2 - Procedure.**

A grievance filed against the City shall be processed in the following manner:

**Step 1** - Any employee and/or Chapter #450 representative who has a grievance shall submit the grievance in writing to the employee's immediate supervisor specifically indicating that it is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision(s) of this Agreement which are alleged to have been violated and the relief requested. All grievances must be presented no later than seven (7) calendar days from the date of occurrence of the event giving rise to the grievance or seven (7) days from when the grievant, through normal diligence, should have become aware of the occurrence. The immediate supervisor shall render a written response to the Grievant within seven (7) days after the grievance is presented.

**Step 2** - If the grievance is not settled in Step 1 and the employee or Chapter #450 grievance, wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Chief of Police within fourteen (14) calendar days from the Grievance Date.

**Step 3** - If the grievance is not settled in Step 2, and the employee or Chapter #450 wishes to appeal to Step 3 of the grievance procedure, it should be submitted in writing to the City Manager within twenty-one (21) calendar days from the Grievance Date. The City Manager shall submit a written answer to Chapter #450 or employee within thirty-five (35) calendar days from the Grievance Date.

**Step 4 - Arbitration** - If the grievance is not settled, not answered or denied in Step 3 and Chapter #450 wishes to appeal the grievance, it may refer it to arbitration, as described below, within fifty (50) calendar days of the Grievance Date.

- A. Grievances will not be submitted for arbitration unless it is sponsored or backed by the Union. The parties shall attempt to agree upon an arbitrator within fifteen (15) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within the fifteen (15) day period, the parties shall jointly submit the dispute to the Federal Mediation and Conciliation Service (FMCS), if the Federal Mediation and Conciliation Services is unavailable or unable to hear this dispute then the parties shall jointly submit the dispute to the American Arbitration Association, and shall request a panel of seven (7) arbitrators from Illinois, Indiana or Wisconsin who are members of the National Academy of Arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. The parties shall alternately strike names from the panel of arbitrators. Determination as to which party strikes the first name from the panel shall be made by coin toss. The person remaining shall be the arbitrator.
- B. 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 of a specific provision(s) of this Agreement. The arbitrator shall be empowered to determine only the issue(s) that were identified in the grievance and submitted in writing. The arbitrator will have no authority to make a decision on any issue not so submitted or raised or an award which is contrary to or inconsistent with any applicable laws or rules and regulations of administrative bodies that have the force or effect of law. The procedural requirements hereof are material terms. Failure to comply with the procedural requirements shall result in the denial of the grievance. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the City under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Article shall be final and binding upon the City, Chapter #450 and the employees covered by the Agreement.
- C. The fees and expenses of the arbitrator and the cost of a court reporter, if any, shall be divided equally between the City and Chapter #450; provided, that each party should be responsible for compensating its own representatives and witnesses, and each party shall pay for any transcript it may order.

- 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. In any arbitration in which an employee has grieved a pay step denial, the burden of proof for the employee shall be that the City's denial of the pay step was arbitrary and capricious.
- F. The time limits contained herein may be extended by mutual written agreement. If the Commander is not available to receive a filing at Step 1, the grievance may be filed with the Deputy Chief. Filing with the Chief at Step 2 or the City Manager at Step 3 shall be completed upon delivery and obtaining a "received" date stamp from his office.

## **ARTICLE XX**

### **HOURS OF WORK AND OVERTIME**

#### **Section 1 - Purpose of Article.**

This Article is intended only as a basis of calculating overtime and overtime payments. Nothing herein shall be construed as a guarantee of hours of work per day, per week or per work cycle, and nothing within shall preclude the City from restructuring the normal workday, workweek, or work cycle.

#### **Section 2 – Shift Schedule, Hours of Work.**

The City reserves the right to establish the shift schedule. In the event the City contemplates a change in the shift schedule, the City will notify Chapter 450 at least thirty (30) days in advance. Upon request, the City will meet and confer with the affected employee(s) and Chapter 450 to explore alternatives to the proposed schedule change prior to implementation. However, the City retains ultimate authority to determine the schedule.

The City may temporarily assign an employee to a different shift or require an employee to work hours other than his/her present shift schedule. In the event that such temporary assignment

is required, the City will do so in a manner as to minimize the personal hardship upon the effected employee. This action is not to be used as a disciplinary tool.

The City shall continue to post the work schedules showing the shifts, workdays and work hours to which bargaining unit members are assigned. The City shall continue to post three (3) deployment periods at a time provided, however, that the posting of the third deployment period can be delayed by up to two weeks as the result of circumstances beyond the City's control (e.g., it is unknown when an employee will return from an extended leave). Work schedules for twelve (12) hour shifts shall be distributed annually but no later than sixty (60) days before the start of the calendar year.

Once the deployment periods have been posted, if a sergeant works on a scheduled day off (other than as the result of a voluntary shift trade), the sergeant shall receive overtime pay.

Sergeants/Lieutenants will be afforded twenty-four (24) hours' notice prior to canceling assigned extraordinary work assignments otherwise, the Sergeants/Lieutenants will be paid for the assigned shift(s).

Except as provided elsewhere in this Agreement, an employee's normal work hours currently consists of eight (8) hours of work or twelve (12) hours of work depending on the sergeant's assignment. Each eight (8) hour work day shall be interrupted by a thirty (30) minute paid lunch and two fifteen (15) minute breaks. Each twelve (12) hour shift shall be interrupted by a forty-five (45) minute paid lunch and three (3) fifteen minute breaks. Failure to secure said breaks as a result of work load shall not occasion the payment of overtime.

Sergeants shall be paid an additional one (1) hour for preparatory time on days that they work as a regular duty day. Lieutenants shall be paid an additional one half (1/2) hour for preparatory time on days that they work as a regular duty day. Preparatory time will not be paid

when the officer uses a paid day off (e.g. sick day, vacation day, personal day, comp time).

Preparatory pay will only count as hours of work for overtime purposes if the preparatory time is actually worked.

This provision is not intended to limit in any way the City's authority to change the work schedule or hours of work as long as the change does not diminish this benefit.

### **Section 3 - Overtime Compensation.**

Overtime compensation shall be provided as required by the Fair Labor Standards Act. The City reserves the right to determine the work cycle. An employee shall, in addition to regular compensation, be paid one and one-half ( $\frac{1}{2}$ ) times his/regular straight time hourly rate for all hours of work in excess of one hundred sixty-six (166) hours in the employee's regular twenty-eight (28) day work cycle. Any and all prior agreements, settlements and practices regarding overtime are superseded hereby. All compensated hours, except for disciplinary leave shall be considered as hours worked for the purposes of computing overtime.

### **Section 4 - Required Overtime.**

The Chief or his designee(s) shall have the right to require overtime work, and bargaining unit members may not refuse overtime assignments. In non-emergency situations, the Chief or his designee (s), as a general rule, shall take reasonable steps to obtain volunteers for overtime assignments before assigning required overtime work. However, volunteers will not necessarily be selected for work in progress. Also, specific bargaining unit members may be selected for special assignments based on specific skills, ability and experience they may possess.

### **Section 5 - No Pyramiding.**

Compensation shall not be paid or compensatory time taken more than once for the same hours under any provision of this Article or Agreement.

### **Section 6 - Compensatory Time.**

All employees covered by the terms of this Agreement shall have as their option the right to choose compensatory time off at the appropriate overtime rate in lieu of payment. Compensatory time off may be accumulated to ninety-nine (99) hours (computed by applying time and one half to sixty-six (66) hours). Compensatory time off shall be granted upon the employee's request at a time which is mutually agreed upon by the employee and the appropriate supervisor.

### **Section 7 - Court Time.**

Any employee, who would otherwise be off duty, and who then appears in court on behalf of the City, as a result of his duties as a Sergeant/Lieutenant or when preparing for a case in court while in the presence of a prosecuting attorney, shall be paid the minimum of three (3) hours for each court appearance. A sergeant/lieutenant that is released from a court appearance or attorney meeting with instruction to return at a later time on the same day shall be paid a minimum of three (3) hours each time he/she returns for court or attorney meeting.

### **Section 8 – Call-Back.**

Employees who are called in to work, other than holdovers or employees on-site whose call-in runs into their regular shift, and are required to work beyond their normal schedule shall be paid a minimum of three (3) hours or the actual time worked, whichever is greater, at their normal rate of pay.

### **Section 9 - Extraordinary Details.**

Where practicable, the City will post notice of opportunities for extraordinary details (those details arranged through the Police Department) by 3:00 p.m. of the day the Department becomes aware of the opportunities. Beginning on and after the Effective Date, extraordinary details shall be paid at the member's overtime rate of pay.

## **ARTICLE XXI**

### **LEAVES**

#### **Section 1 - Funeral Leaves.**

Funeral leaves up to twenty-four (24) work hours per incident may be granted with pay due to a death in an employee's immediate family when approved by the Chief and the Director of Human Resources. Requests for such leave must be submitted to the Chief, in writing, prior to the use of any such leave unless it is impossible to do so.

- A. Requests for funeral leave are not granted automatically, but shall be granted after proper notification of the department has been made.
- B. Immediate family is defined as wife, husband, child, brother, sister, parent, grandparent, aunt, uncle, mother-in-law, father-in-law, grandchildren, grandparents-in-law daughter-in-law, son-in-law, brother-in-law or sister-in-law, niece, nephew, and step-children of the employee or any other person dependent upon the employee's care.

#### **Section 2 - Jury Duty.**

Any employee who is required to appear for or serve on a jury during duty hours shall be compensated per the City personnel manual.

#### **Section 3 - Injury Leave.**

Any employee covered by this Agreement who sustains an injury arising out of or in the course of his employment shall be afforded the protection set forth in 5 ILCS 345/1. Any employee sustaining an accident or injury must immediately report the accident or injury to the employee's immediate supervisor.

#### **Section 4 - Military Leave.**

Unpaid military leave shall be afforded to affected employees in accordance with the City Personnel Manual and other applicable laws.

A bargaining unit member who is a member of the Illinois National Guard or any of the Reserve Components of the Armed Forces of the United States and is required to attend monthly drills in connection to that service, shall notify the employer at least ten days before the scheduled drill date if rescheduling accommodations are needed. The Employer shall make reasonable attempts to reschedule the employees days off to coincide with these drill dates. If such rescheduling is not possible, the Employer will allow the employee to take vacation time, compensatory time, or personal days for the drill days.

#### **Section 5 – Sick Leave.**

Employees shall be credited with eight (8) paid sick leave hours for each full month of service. Such days may accumulate to a maximum of eight hundred (800) hours. In the event that a covered employee has an accumulation in excess of eight hundred (800) hours in their sick bank on the ratification date of this Agreement, that employee does not lose their accumulated sick credit and the following shall apply:

May 2012 Sick Leave Payment: Bargaining Unit members may opt to receive payment of 25 accrued sick leave days, which will reduce their sick accrual balance. This is a one-time cash payment based on May 1, 2012 earnings. Employees with greater than eight hundred 800 accrued hours as of May 2, 2012 will maintain that balance as their maximum allowed. As sick time is used, the grandfathered employee's maximum balance will decrease until the 100 day maximum balance is reached.

Sick days earned above eight hundred hours or above the maximum allowed for grandfathered employees, will be credited at four (4) hours per month in each employee's special bank. Accumulated sick leave hours in the special bank shall be utilized prior to other accumulated sick leave hours. Sick leave hours shall be credited annually as follows:



- The 12 month accrual period will run from November 1 through October 31.
- Sick leave “bought back” through the Sick Leave Buy Back Program (Article XXIII) will be subtracted from the 12 month accrual total prior to payout.

For the remaining sick leave days accrued during the 12 month period:

- one-half (1/2) days per accrued sick day over that employee’s specific accrual maximum will be paid into a 457 deferred compensation plan; and
- one-half (1/2) days will accrue in a special bank for sick leave use purposes only (from one hundred to a possible one hundred and fifty day maximum) as described in subsection D below.

#### **A. Sick Leave Use.**

Sick leave shall not be considered a privilege which an employee may use at the employee’s discretion, but shall be allowed primarily in the event of actual sickness or disability of the employee. Sick leave may also be granted to meet medical or dental appointments which cannot reasonably be scheduled during non-working hours, and in the event of an illness or injury of an immediate family member which requires the presence of the employee. Use of sick leave for the care of an immediate family member shall be limited to three (3) days in a calendar year.

Department heads or their designee may send an employee home on sick leave if, in the opinion of the department head or designee, the employee appears ill and/or is unable to perform the assigned duties and threatens the health of other employees.

#### **B. Sick Leave Requests.**

Immediately upon return to work, employees must submit a Request for Sick Leave form to the appropriate supervisor.

### **C. Physician's Certificate/Physical Examinations:**

1. The Chief or his designee(s) may require a physician's certificate, at the employee's cost, as a condition of granting sick leave of any duration.
2. The Chief may require an employee who is off on sick leave for more than five (5) consecutive days to submit a physician's certificate, at the employee's cost. The certification should indicate the nature of the illness or injury and a prognosis as to the earliest date when the employee will be able to return to work. In the event the employee does not return to work within the time frame established by the physician, the Chief may require the employee to have the physician's certificate updated at the employee's cost.
3. The Chief may also require an employee to submit to a complete physical by a physician designated by the City when, in the Chief's judgment, the performance of the employee has become seriously limited or weakened by virtue of impaired health or in other circumstances deemed appropriate by the Chief. The cost of such an examination shall be the responsibility of the City.

### **D. Retirement.**

Employees who retire after twenty (20) years of service or at age 50 are entitled to a cash payment of unused sick days at a rate of one-half (1/2) day per accrued day of sick leave. Sick leave accumulated in the "special bank" will not be paid out at retirement. Employees shall receive no more than four hundred (400) sick leave hours paid out upon retirement, unless their established maximum balance is greater than eight-hundred (800) sick leave hours as of May 2, 2012. These grandfathered employees, and other members promoted into this bargaining unit after May 2012 with an accrual greater than eight-hundred (800) hours, will receive a payout of one-half (1/2) day per accrued day of sick leave at retirement.

### **Section 6 - Family Medical Leave Act.**

The City's policy on the FMLA shall be in effect for all employees covered by this agreement as described in City Policy.

### **Section 7 - Employee Health Leave Bank.**

Employees covered by this agreement shall have all the privileges and rights as described in the City's Employee Health Leave Bank as amended from time to time.

### **Section 8 – Restricted Duty**

Employees who are on a physical or mental disability or have suffered an injury or illness on or off duty and cannot perform all the required and normal tasks of their position may be placed on restricted duty.

The City may require an employee who is on sick leave or Worker's Compensation leave to return to work in an available restricted duty assignment.

- A. The determination of whether a restricted duty Assignment exists shall be made by the City Manager upon recommendation of the Chief of Police. The Chief may demonstrate the need of such an assignment in writing to the Director of Human Resources, who will then consult with the City Manager.
  - 1. Under no circumstances will an employee perform restricted duty without a written medical opinion from the officer's physician stating that the employee is able to return to work and perform restricted duty without significant risk that such return to work will aggravate any pre-existing injury.
  - 2. Under no circumstances will an employee perform restricted duty longer than a ninety (90) day period.
- B. Nothing in this policy shall be construed to require the City to create restricted duty assignments for an employee. Employees will only be assigned to restricted duty assignments when the City determines that the need exists and only as long as such need exists.

### **Section 9 – Termination of Leave(s)**

Nothing contained herein requires the City to hold a position open for an employee or to reinstate the employee if it does not have a vacant position for which the employee is qualified. Employment shall terminate if the employee does not return to active duty after paid leave, FMLA leave and/or military leave is exhausted.

## ARTICLE XXII

### PERSONAL DAYS

Full-time employees are entitled to eight (8) personal leave hours each fiscal year, subject to the following conditions:

- A. An employee who does not use the personal leave by the end of the fiscal year will receive pay for the leave if the employee has been refused the opportunity to use the leave
- B. Personal leave must be used in a single eight (8) hour block and may not be split across multiple shifts.
- C. Employees who request personal hours off with at least 48 hours advance notice shall have the request granted, provided there is sufficient manpower to work the shift in question. Such requests shall not be unreasonably denied.

## ARTICLE XXIII

### SICK LEAVE BUY BACK

If an employee desires, a maximum of sixteen (16) sick leave hours can be bought back in any calendar year according to the schedule below. Payment shall be at the employee's present rate of pay. The number of hours the employee buys back will then be deducted from the unused sick leave earned and any remaining hours will accumulate with those of previous years.

No. of Sick Leave Hours  
Used in 12-Month Period

No. of Hours  
Eligible For Buy-Back

|             |    |
|-------------|----|
| 0 - 24      | 16 |
| 24.1 - 32.0 | 12 |
| 32.1 - 40.0 | 8  |
| 40.1 - 48.0 | 4  |
| 48.1 - 96.0 | 0  |

Employees will be required to notify the Chief in writing by November 10 of each year if they wish to participate in the program. The Chief will then process a Personnel Action Form

requesting the additional compensation. Employees will receive their buy back payment with their paycheck on or around December 10.

An employee may also convert sick leave to personal leave in accordance with City policy.

For purposes of determining the number of sick leave hours used in a year, the 12-month period will run from November 1 to October 31. New employees are required to wait until November 1 after their hiring date before becoming eligible for this program.

## **ARTICLE XXIV**

### **VACATION PAY**

Members of the bargaining unit shall accrue vacation according to the following conditions:

- A. During the first four (4) calendar years of service, employees are eligible for eighty (80) hours of vacation.
- B. Beginning with the fifth (5th) year of service, employees are eligible for one hundred twenty (120) hours of vacation per year.
- C. After the fifth year of employment, employees accrue an additional eight (8) hours vacation for each year of service, but not to exceed eighty (80) such additional hours.
- D. For the purpose of determining vacation eligibility, the employee's date of employment, not the calendar year, controls.
- E. No employee may use any vacation time until he or she has completed six (6) full months of consecutive full-time employment.
- F. Unless authorized in writing by the City Manager, no employee can accrue more than two years of vacation time.
- G. The scheduling of all vacation days is subject to the prior approval of the Chief or designee (s), and such schedules are subject to the work requirement of the Department.
- H. Vacations shall normally be scheduled in advance, and shall consist of a minimum of five (5) days, or a minimum of thirty-six (36) hours for twelve (12) hour shift

employees; however, an employee may request to use vacation one day at a time. Such requests must be approved by the Chief of Police or his designee.

## **ARTICLE XXV**

### **HOLIDAY PAY AND WORK REQUIREMENTS**

The following are recognized as holidays:

- |                     |                          |
|---------------------|--------------------------|
| 1. New Year's Day   | 8. The Friday following  |
| 2. President's Day  | Thanksgiving             |
| 3. Good Friday      | 9. Christmas Day         |
| 4. Memorial Day     | 10. Undesignated holiday |
| 5. Independence Day | (For purposes of holiday |
| 6. Labor Day        | pay, it is assumed that  |
| 7. Thanksgiving Day | there are 10 holidays)   |

In the event an bargaining unit member does not work the scheduled day before, the day after or the day of the holiday itself, the bargaining unit member may be required to provide satisfactory proof of illness or otherwise excused absence before receiving holiday pay.

Employees shall receive a lump sum equal to forty (40) hours off as holiday pay. Employees shall receive their holiday pay in November of each year in a separate paycheck from their normal paycheck. Holiday pay shall be based upon the employee's salary at the time it is paid to the employees.

In the event that an employee ceases to be employed by the City after receiving such pay, the City may deduct from the employee's final salary an amount equal to any pay the employee has received for unearned holidays. In the event the City creates any additional City-wide holidays in addition to the ten listed above or any Christmas/New Year's bonus day(s), the members of the bargaining unit shall also receive the holiday or Christmas/New Year's bonus day(s) in the form of eight (8) vacation hours.

Employees shall work all holidays when scheduled as part of the normal monthly departmental working schedule.

## **ARTICLE XXVI**

### **MISCELLANEOUS ECONOMIC BENEFITS**

#### **Section 1 - Shoot Pay.**

The City's current performance bonus pay for above average monthly scores at the firing range shall remain in effect and unchanged during the term of this Agreement.

#### **Section 2 - Travel Pay.**

Bargaining unit members will be reimbursed for travel outside of the contiguous communities of the City of Wheaton for assigned training according to the following schedule:

- A. Daily meal expense [commuting] - \$7.50/day
- B. Daily meal expense (non-commuting with overnight lodging arranged by department) - \$30.00/day;
- C. Parking fees and tolls;
- D. Use of personal vehicle – Bargaining unit members will be reimbursed at the maximum rate per mile allowed by the IRS.

#### **Section 3 - Retirement Pay.**

**TIER 1:** Upon retirement a full-time employee who has twenty (20) years or more of creditable service or departs due to award of a disability pension following a minimum of 15 years of full time service, will be awarded the equivalent of two (2) months' retirement pay. Retirement pay shall be paid out only once during an employee's lifetime, and retirement pay shall be based on the average monthly salary earned by the employee during the current fiscal year.

**TIER 2:** An employee, hired after 5/1/2012, and who retires with 20 years or more of service or departs due to award of a disability pension following a minimum of 15 years of full time service, is awarded a one-time retirement payment equivalent to one (1) months pay. Retirement pay shall be paid out only once during an employee's lifetime, and retirement pay shall be based on the average monthly salary earned by the employee during the current fiscal year.

**Section 4 - Educational Incentive.**

Bargaining unit members who have earned a Master's Degree will be eligible for an Educational Incentive of \$1,000.00 per year.

Bargaining unit members shall continue to be afforded the Tuition Reimbursement benefit set forth in the City's personnel manual.

**ARTICLE XXVII**

**UNIFORMS**

**Section 1.**

Bargaining unit members shall be reimbursed up to six hundred thirty dollars (\$630.00) per calendar year for a uniform allowance. All unused uniform allowance in an employee's account shall be rolled over from year to year so long as the sum total does not exceed two (2) full years' allowance. Employees may use some or all of the allowance to purchase soft body armor. If an employee elects to purchase soft body armor, the City retains the right to establish a replacement schedule and select the type of armor to be worn and to determine where it is purchased. In addition, the employee is required to wear body armor if it is purchased with City funds.



**Section 2.**

Bargaining unit members shall receive two hundred seventy-five (\$275.00) per year toward a cleaning account from a City recognized vendor.

**ARTICLE XXVIII**

**DENTAL BENEFIT**

Throughout the term of the Agreement and as long as the City continues to meet any minimum eligibility requirements for any dental plan offered, the City will make available to employees' participation in any such dental plan offered. This shall include participation in any City subsidized dental plan that may be offered to City employees from time to time.

If an employee in the bargaining unit desires to participate in any such plan, the employee will have the opportunity to enroll/disenroll only during the same period as other City employees.

**ARTICLE XXIX**

**INSURANCE**

**Section 1 - Health Insurance.**

The City will provide medical insurance benefits to Employees and their eligible dependents on the same basis as is provided to non-bargaining unit City employees except that the employee contribution amounts will be paid in accordance with the schedule listed below, but the annual employee contribution shall not increase by more than 15% in any one year.

The amount will be paid through the pre-tax deductions available through the City (Flex Plan). The City reserves the right to change any and all terms of such benefits including, but not limited to: insurance carriers, self-insurance or risk pools, PPO networks, medical providers, covered benefits, maximum limits, deductibles, and co-payments, so long as such changes apply equally to non-bargaining unit employees of the City.

**PPO & HMO – Without Wellness Incentive**

|            | <b>July 1, 2020</b> | <b>July 1, 2021</b> | <b>July1, 2022</b> |
|------------|---------------------|---------------------|--------------------|
| Single     | 18% of City's Cost  | 19% of City's Cost  | 20% of City's Cost |
| Single + 1 | 18% of City's Cost  | 19% of City's Cost  | 20% of City's Cost |
| Family     | 18% of City's Cost  | 19% of City's Cost  | 20% of City's Cost |

**PPO & HMO – With Wellness Incentive**

|            | <b>July 1, 2020</b> | <b>July 1, 2021</b> | <b>July1, 2022</b> |
|------------|---------------------|---------------------|--------------------|
| Single     | 14% of City's Cost  | 15% of City's Cost  | 16% of City's Cost |
| Single + 1 | 14% of City's Cost  | 15% of City's Cost  | 16% of City's Cost |
| Family     | 14% of City's Cost  | 15% of City's Cost  | 16% of City's Cost |

**Section 2 – Retirement Health Savings Plan**

The City agrees to cooperate with the Union in establishing and implementing a Retirement Healthcare Funding plan (RHF) as provided for under this Agreement and Section 501(c)(9) of the Internal Revenue Code. Effective the first payroll period beginning on or after January 1, 2021, the Employer shall contribute on behalf of each bargaining unit employee, as follows:

1. Employees with zero (0) years through the completion of fifteen (15) years of service with the City shall contribute 1.5% of their base pay through a bi-weekly deduction.
2. Employees with sixteen (16) years through the completion of (20) twenty years of service with the City shall contribute 2.5% of their base pay through a bi-weekly deduction.
3. Employees with twenty-one (21) years through the completion of twenty-five (25) years of service with the City shall contribute 2.5% of their base pay through a bi-weekly deduction.
4. Employees with twenty-six (26) years of service and continuing thereafter, shall contribute 2.0% of their base pay through a bi-weekly deduction.
5. Beginning with the ratification of the MAP 450 2020-2023 contract, employees at retirement will deposit into the RHF Post-Employment Account the following funds earned at the final payout as per the current City of Wheaton / Map 450 Collective Bargaining Agreement:

- a. Accrued unused sick leave at a rate of one-half (1/2) day per accrued day of sick leave, as per Article 21 section (5) (D).
- b. Retirement pay, as per Article 26 section (3).
- c. Accrued unused vacation leave.
- d. Holiday Pay
- e. Accrued unused compensatory leave.

Prior to November 1st of each calendar year, the Union may present any changes or revisions to the City for the RHF plan which be effective on January 1st of the new calendar year. Any costs associated with these changes to the plan will be paid by the Union.

Such contributions shall be deducted from each employee's base annual salary as set forth in Article 33 and all such monies shall be contributed by the Employer to the Plan Administrator for the Retirement Health Funding (RHF) plan deposit with the Trustee for the benefit of each bargaining unit employee in accordance with the terms of the Employer Participation Agreement stated above. Employees shall be responsible for RHF administrative fees. The Union's agreement to authorize the exclusion of participation amounts above, is for the purpose of making this agreement cost neutral for the Employer and shall not be deemed to decrease an employee's annual salary as set forth in Article 33 of this Agreement that is used in determining the amount of an Employee's pension provided this treatment is permitted by the Pension Board, and State and Federal law.

In the event that there is a ruling or change in the law adverse to such treatment, the Union shall have the right to reopen this Section and the parties shall meet to negotiate an alternate provision. It shall be the objective of such negotiations to agree on an alternate provision that preserves the pension ability of the full salary amount and the treatment of contributions as a tax exempt savings account to fund Post Employment medical expenses as qualified under Section 501(c)(9) of the Internal Revenue Code using any available alternative procedures or programs.

In the event no agreement is reached within 60 days from the ruling or the change in the law, either party may submit the dispute to Interest Arbitration as provided for in Section 14 of the IPLRA except that mediation shall be waived and the Arbitrator shall be selected using the procedures provided for in Article 36, Step 4 of this Agreement.

## **ARTICLE XXX**

### **LIFE INSURANCE**

Employees will be afforded a fifty thousand dollar life insurance plan.

## **ARTICLE XXXI**

### **DEFERRED COMPENSATION**

Throughout the term of this Agreement and so long as the plans continue to be made available, the City will permit all employees in the bargaining unit to participate in the International City Management Association – Retirement Corporation (ICMA-RC) and/or the Public Employees' Benefit Services Corporation (PEBSCO) deferred compensation plan(s).

## **ARTICLE XXXII**

### **LONGEVITY PAY**

Sergeants/Lieutenants shall receive additional salary after meeting the following service requirements based on years of service as a sworn peace officer with the City of Wheaton Police Department.

| <b>Effective Period</b> | <b>After Completing<br/>14 Years</b> | <b>After Completing<br/>19 Years</b> |
|-------------------------|--------------------------------------|--------------------------------------|
| 5/1/2020-4/30/2023      | \$1,200                              | \$2,200                              |

## **ARTICLE XXXIII**

### **WAGES**

Wages shall be determined by a merit pay/evaluation system. New bargaining unit members will begin on Step 1. Future step movement for all bargaining unit members shall be determined by time in rank and merit per the current evaluation/merit pay system. The pay steps shall be as follows:

| <b>Sergeants</b> |                    |                    |                    |
|------------------|--------------------|--------------------|--------------------|
| <b>Step</b>      | <b>May 1, 2020</b> | <b>May 1, 2021</b> | <b>May 1, 2022</b> |
| 1                | \$ 111,112.05      | \$ 113,612.07      | \$ 115,884.31      |
| 2                | \$ 120,834.18      | \$ 123,552.94      | \$ 126,024.00      |

| <b>Lieutenants</b> |                    |                    |                    |
|--------------------|--------------------|--------------------|--------------------|
| <b>Step</b>        | <b>May 1, 2020</b> | <b>May 1, 2021</b> | <b>May 1, 2022</b> |
| 1                  | \$ 126,068.85      | \$ 128,905.40      | \$ 131,483.51      |
| 2                  | \$ 134,395.95      | \$ 137,419.86      | \$ 140,168.26      |

In any arbitration in which an employee has grieved a pay step denial, the burden of proof for the employee shall be that the City's denial of the pay step was arbitrary and capricious.

#### **ARTICLE XXXIV**

##### **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.

#### **ARTICLE XXXV**

##### **DURATION**

This Agreement shall be effective on the Effective Date which shall be the latest of the following: ratification by the membership and approval by the Union, approval by the City Council and execution by the Union, and shall remain in effect until April 30, 2023. The Agreement shall continue in effect after April 30, 2023, unless notice of request to renegotiate is given in writing by either party no earlier than one hundred and twenty (120) days preceding expiration and no later than sixty (60) days preceding expiration.

This Agreement shall remain in full force and effect after its expiration date while negotiations are continuing for a new agreement.

  
\_\_\_\_\_  
**Philip J. Suess, Mayor**  
**City of Wheaton**

\_\_\_\_\_  
**Keith George, President**  
**Metropolitan Alliance of Police**  
**Chapter #450**

  
\_\_\_\_\_  
**Michael Dzugan, City Manager**  
**City of Wheaton**

\_\_\_\_\_  
**Metropolitan Alliance of Police**  
**Chapter #450**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

### **Appendix A Option 1**

ELECTION TO USE THE GRIEVANCE/ARBITRATION PROCEDURE REGARDING  
SUSPENSIONS AND TERMINATIONS WHICH WOULD OTHERWISE BE SUBJECT TO  
THE JURISDICTION OF THE POLICE AND FIRE COMMISSION

**I hereby acknowledge that charges will not be filed or processed or implemented with or by the Police and Fire Commission requesting my suspension or termination with or without pay and acknowledge the Chief of Police or designee may unilaterally impose the discipline.**

I, \_\_\_\_\_, being subject to suspension from duty with or without pay or termination of employment by the City of Wheaton's Police Department hereby elect to pursue a grievance over such discipline according to the appropriate provisions of the Collective Bargaining Agreement between the City of Wheaton and the Metropolitan Alliance of Police. I acknowledge that by making this election of remedy I am requesting that the Metropolitan Alliance of Police arbitrate this matter. In the event that the Metropolitan Alliance of Police authorizes this arbitration, this document is a written acknowledgment that any rights and remedies of review before the Police and Fire Commission that I would otherwise have will be waived. These rights will not be waived if the Metropolitan Alliance of Police does not authorize this arbitration within fourteen (14) calendar days of notice of the Decision to Discipline, and I will maintain my rights and remedies to review before the Police and Fire Commission. By selecting Option 1, the grievance process alternative, I acknowledge my understanding that the City, through the Chief of Police, has the right to unilaterally impose the proposed discipline, subject to possible later modification or reversal by an arbitrator. By electing to file a grievance over my suspension or discharge, I hereby release the City of Wheaton, the City of Wheaton's Police and Fire Commission and the Metropolitan Alliance of Police, as well as their Officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election.

**I understand that I have seven (7) calendar days from my receipt of this notice to request authorization to arbitrate this matter from the Union, and that the Union has seven (7) additional days to submit this document as a request to arbitrate to the Chief of Police or his designee. This document will be considered my grievance. In the event that the Union declines to arbitrate this matter or does not return this document within fourteen (14) calendar days from the notice of the Decision to Discipline, the discipline will be subject to the jurisdiction of the City of Wheaton Board of Fire and Police Commissioners.**

By: \_\_\_\_\_  
Print Name

By: \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_\_\_.  
Signature

**This disciplinary charge is hereby approved for arbitration by the Metropolitan Alliance of Police, Board of Directors. This document serves as written notice advancing this matter for arbitration in accordance with the Collective Bargaining Agreement:**

Union: \_\_\_\_\_ Date: \_\_\_\_\_

Received by the Chief of Police or Designee:

By: \_\_\_\_\_  
Print Name

By: \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_\_\_.  
Signature



**Appendix B Option 2**

ELECTION TO HAVE A HEARING BEFORE THE POLICE AND FIRE COMMISSION OF  
THE CITY OF WHEATON AND TO WAIVE GRIEVANCE/ ARBITRATION PROCEDURE

**I hereby acknowledge that charges will be filed with the City of Wheaton Police and Fire  
Commission requesting my suspension or my termination.**

I, \_\_\_\_\_, being subject to suspension from duty or  
termination of employment by the City of Wheaton's Police Department hereby elect to pursue an  
appeal over such discipline according to the appropriate provisions and authority and jurisdiction  
of the City of Wheaton's Police and Fire Commission. I acknowledge that by making this election  
of remedy, I am waiving the rights and remedies of review and appeal through Article 19  
Grievance Procedure found in the Collective Bargaining Agreement. By electing Option 2, I  
hereby release the Metropolitan Alliance of Police, as well as their Officers, directors, agents,  
employees, attorneys, and other representatives from any and all liability which flows as a  
consequence of my election.

By: \_\_\_\_\_  
Print Name

By: \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_\_\_.  
Signature

Received by the Chief of Police or Designee:

By: \_\_\_\_\_  
Print Name

By: \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_\_\_.  
Signature

